

**Regular Meeting #27 - 2024  
Fairfield County Commissioners' Office  
June 25, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Utilities Director, Tony Vogel; Facilities and EMA Director, Jon Kochis; JFS Director, Corey Clark; IT Director, Dan Neeley; Deputy Romine; Interim RPC Director, Holly Mattei; Economic and Workforce Development Director, Rick Szabrak; and FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Cecil Miller, Mike Claar, Cindy Claar, Jeff Williamsen, Judy Zollinger, Earl Cole, Patsee Cole, Francis Martin, Barb Martin, Ted Keller, Beth Smith, Mary Peresto, Ashley Arter, Jessica Murphy, Laurie Hunter, Mike Arter, Krisit Arter, Bryan Everitt, Ray Stemen, Melissa Conner, Betty Bennett, George Bennett, Beverly Sturn, and Jo Price.

Virtual attendees: Alex Alonzo, Lori Hawk, Park Russell, Toni Ashton, Joe Ebel, Greg Forquer, Jane Harf, Beth Cottrell, Joshua Horachek, Nicolette Wears, Jamie James, Andrew Boystel, Aubrey, Jeanie, Stacy Hicks, Nick, Deborah, Randy Carter, Shelby Hunt, Lynette Barnhart, Brian Wolfe, Arika Farrar, Abby King, Marcy Fields, and Tiffany Daniels.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance and speaking about the retirements of Mike and Kristi Arter.

**Retirement Recognitions, Mike and Kristi Arter**

Clerk of Courts Meyer stated that Kristi Arter worked for the county for 20 years in different departments and is retiring from the Clerk's Office.

Engineer Upp stated that Mike Arter has been with the county since 1990 where he started in the map room. Mr. Upp spoke about Mr. Arter's position in the Engineer's Office.

**Proclamation**

The Commissioners provided a proclamation to Coach Gary Moore of the Fisher Catholic 4x800 Relay Team in recognition of the team's 2024 Division III State Title. Coach Moore spoke about the team coming from behind in Districts to win the State Competition.

**Public Comment**

Ray Stemen of Lancaster spoke about his 91<sup>st</sup> birthday, 63 years of marriage to Judy, and the importance of honoring people for achieving goals.

Jeff Williamsen of Baltimore spoke about a resolution asking the OPSB to reject the EDF application. A group in opposition to the Eastern Cottontail industrial solar project stood with Mr. Williamsen and asked the Commissioners to voice their opposition to the project.

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**Legal Update**

There was no legal update.

**County Administration Update**

- *The County Administration Update was provided by Deputy County Administrator, Jeffrey Porter, unless otherwise noted.*

**Week in Review**

*No Board of Commissioners' Meeting July 2, 2024*

The Board of Commissioners will not meet on Tuesday, July 2, 2024. The Ohio Revised Code requires the Board of County Commissioners to meet 52 times per year. The Fairfield County Commissioners will meet 55 times in 2024 with 47 Review and Regular meetings, 2 Roundtables, 3 Budget Hearings, the Leadership Conference, the May 21<sup>st</sup> Public Hearing, and the State of the County Address.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

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

Resolutions of note:

- The Commissioners have a resolution authorizing a proclamation recognizing the Fisher Catholic Boys 4x800 Relay Team for receiving the 2024 Division III Track and Field State Title, and to Jack Gentile from Fisher Catholic for the State Title in the 800m race.
- There are four resolutions regarding Transit. The first resolution accepts the transfer of governance for Lancaster-Fairfield Public Transit from the City of Lancaster to Fairfield County. The next resolution approves the appropriations for Transit's ODOT grant and for a General Fund advance. The third resolution is for appropriations for June and July Health, Vision, and Dental Insurance premiums for Transit employees. And the fourth is for a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services for demand responsive transportation services.

Mr. Clark stated that JFS currently has four vendors for transportation and that Lancaster-Fairfield Transit will add to those services through the contract.

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Mr. Szabrak spoke about the coordination of all involved to transfer Transit to the county on July 1<sup>st</sup>. He thanked the Auditor's Office, IT, and HR for their part in the process.

Commissioner Davis asked if there were any immediate concerns regarding July 1<sup>st</sup>.

Mr. Szabrak stated that the technological switch will occur June 30<sup>th</sup> and that Transit staff is still learning new procedures. He further stated that the City of Lancaster has been very responsive throughout the process.

Mr. Neeley added that there have been several meetings in preparation of the transfer and spoke about the confidence he has in his staff and the other members of the team who have been involved.

- There is a resolution to approve updates to the County's Personnel Policy Manual as presented in the update during the Commissioners' June 18<sup>th</sup> meeting.
- There is a resolution from RPC to approve the Fairfield County Analysis of Impediments to Fair Housing Plan. The CDBG Program requires the County to update the analysis annually and provide a comprehensive update every 5 years. The last comprehensive update was in 2019. RPC works with the Housing Coalition on the update and the Housing Coalition approved the plan on June 13, 2024.

Ms. Mattei stated that the 5-year requirement is due to the state by July 1<sup>st</sup> and focuses on impediments for the different protective classes. She added that it was updated to represent the Comprehensive Land Use Plan and Lancaster-Fairfield Transit, and that the update states the county is working on a model zoning code.

- There is a resolution from the Sheriff's Office to authorize establishing a new fund for the Marine Patrol Grant.

**Budget Review**

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

**Calendar Review/Invitations Received**

- *The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
  - Dave Levacy to Host Wheel of Fortune at Connexion West, June 27, 2024, 12:00 p.m., 625 Garfield Ave., Lancaster
  - CFLP Meeting, June 28, 2024, 9:00 a.m., Licking County Transit Building, 745 E. Main St., Newark
  - Fairfield 33 Development Alliance Board Meeting, June 28, 2024, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

**Regular Meeting #27 - 2024**  
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**June 25, 2024**

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

**Correspondence Received**

- Newsletter, Fairfield County E-News Update, June 2024
- Memo, Dr. Brown, County Auditor, June 20, 2024, Subjects: Customer Service & Website Updates
- Fairfield County Auditor's Wins of the Week, June 20, 2024
- Press Release, Office of the County Auditor, June 18, 2024, "County Auditor Earns Auditor of Distinction Certificate from State Association"
- Correspondence Regarding Industrial Solar Projects
- Newsletter, Lancaster Fairfield County Chamber of Commerce Chamber Networker, June 21, 2024

**Old Business**

Commissioner Fix spoke about a meeting with the county's Ministers' Association. The association met to talk about poverty in the area and how the church and the county can be supportive in finding solutions.

**New Business**

Commissioner Davis thanked his colleagues and county staff for their support in the transfer of Transit. He added that he is happy that Transit helps everyone who wants to work have the transportation to do so.

Mr. Meyer spoke about a trip to the Philippines and the customer service he experienced while there. He also spoke about the economy of the county and its extreme poverty and its absence of a middle-class economic group.

Dr. Brown spoke about the county's increase of housing inventory, a new employee in the Auditor's Office that had worked for JFS, the property tax evening call center, and 211 referrals. She added that there are many good resources for the individuals that have reached out to 211 and spoke about the opportunity to complete and hold a final session with women incarcerated in Marysville. She stated that she is full of gratitude for the program for incarcerated women and the opportunity to serve in that program.

Mr. Szabrak spoke about the capital budget project, community funds, and the CDL training lot.

**Regular Meeting #27 - 2024  
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June 25, 2024**

**Regular (Voting) Meeting**

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Virtual attendees: Alex Alonzo, Lori Hawk, Park Russell, Toni Ashton, Joe Ebel, Greg Forquer, Jane Harf, Beth Cottrell, Joshua Horachek, Nicolette Wears, Jamie James, Andrew Boystel, Aubrey, Jeanie, Stacy Hicks, Nick, Deborah, Randy Carter, Shelby Hunt, Lynette Barnhart, Brian Wolfe, Arika Farrar, Abby King, Marcy Fields, and Tiffany Daniels.

**Pledge of Allegiance**

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

**Announcements**

Ms. Menningen stated that the Commissioners would not have a July 2, 2024, Review and Regular Meeting.

**Approval of Minutes for June 18, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 18, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

- |              |   |
|--------------|---|
| 2024-06.25.a | A Resolution Authorizing the Approval of a Proclamation   |
| 2024-06.25.b | A Resolution to Accept the Transfer of Governance from the City of Lancaster for Lancaster Fairfield Public Transit |

Commissioners Fix and Levacy thanked Commissioner Davis for his leadership in the transfer of Transit from the City of Lancaster to the county.

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- 2024-06.25.c      A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category for Grant Fund #2908 for the Ohio Department of Transportation Grant for SFY2025 and Approval of Advance from the General Fund #1001
- 2024-06.25.d      A Resolution to Appropriate from Unappropriated into a Major Expenditure Object Category and Approve Memo Transactions for County Insurance Premiums Paid for Public Transit

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

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

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

- 2024-06.25.e      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas – Adult Probation; Fund # 2365, County Probation

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

**Approval of a Resolution from the Fairfield County Domestic Relations Court**

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

- 2024-06.25.f      A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of Capital Outlay

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

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

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

- 2024-06.25.g      A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from EMA Fund #2090/8221, COTS Grant Fund

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

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

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

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2024-06.25.h      A Resolution to Approve a Change Order for the 2024 Crack Sealing Project

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

**Approval of a Resolution from Fairfield County Human Resources**

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

2024-06.25.i      A Resolution to Approve Updates to the Personnel Policy Manual for Fairfield County Employees

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

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

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

2024-06.25.j      A Resolution Authorizing the Approval of a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services

Mr. Clark stated that Transit would be providing a lot of work trips for clients under the contract.

2024-06.25.k      A Resolution to Amend a Previously Approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

2024-06.25.l      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2018, Public Assistance

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

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

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

2024-06.25.m      A Resolution to Approve the Fairfield County Analysis of Impediments to Fair Housing Plan

Commissioners Fix and Davis thanked Ms. Mattei for the work she has been doing for Fairfield County.

**Regular Meeting #27 - 2024  
Fairfield County Commissioners' Office  
June 25, 2024**

Roll call vote of the motion resulted as follows:

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

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

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

2024-06.25.n      A Resolution to Authorize the Establishment of a New Fund and 2024 Budget for the Marine Patrol Grant

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the South Central Major Crimes Unit**

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

2024-06.25.o      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category DLEF #7830, SF #8288, and JAG #7829, SF #8353

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2024-06.25.p      A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners Approval

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:41 a.m.

Roll call vote of the motion resulted as follows:

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

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





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# REVIEW AGENDA

## BOARD OF COMMISSIONERS

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

**County Administrator**  
Aundrea N. Cordle

**Deputy County Administrator**  
Jeffrey D. Porter

**Clerk**  
Rochelle Menningen

**Tuesday, June 25, 2024**  
**9:00 a.m.**

### 1. Review

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

### 2. Welcome

### 3. Retirement Recognitions, Mike and Kristi Arter

### 4. Recognition of Fisher Catholic Boys 4x800 Relay Team

### 5. 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.*

### 6. Legal Update

### 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Dave Levacy to Host Wheel of Fortune at Connexion West, June 27, 2024, 12:00 p.m., 625 Garfield Ave., Lancaster
  - ii. CFLP Meeting, June 28, 2024, 9:00 a.m., Licking County Transit Building, 745 E. Main St., Newark
  - iii. Fairfield 33 Development Alliance Board Meeting, June 28, 2024, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
  - iv. Invitation to the Eastern Cottontail Solar Second Public Information Meeting, Tuesday, July 2, 2024, at 5:00 p.m. at the Liberty Center.

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# REVIEW AGENDA

## BOARD OF COMMISSIONERS

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

**County Administrator**  
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**Deputy County Administrator**  
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**f. Correspondence**

- i. Newsletter, Fairfield County E-News Update, June 2024
- ii. Memo, Dr. Brown, County Auditor, June 20, 2024, Subjects: Customer Service & Website Updates
- iii. Fairfield County Auditor’s Wins of the Week, June 20, 2024
- iv. Press Release, Office of the County Auditor, June 18, 2024, “County Auditor Earns Auditor of Distinction Certificate from State Association”
- v. Correspondence Regarding Industrial Solar Projects
- vi. Newsletter, Lancaster Fairfield County Chamber of Commerce Chamber Networker, June 21, 2024

**8. Old Business**

**9. New Business**

- a. Updates from Elected Officials in Attendance

**10. Regular (Voting) Meeting**

**11. Adjourn**

**12. Commission Connection Video, 10:30**

**13. Fairfield County Tax Incentive Review Council Meeting, 1:00 pm.**

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**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 6.24.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,444,024.32 has been appropriated, \$21,887,739.35 expended, \$6,668,048.99 encumbered or obligated.

<b>12Project/Category</b>		<b>As of 6/24/24 Appropriations</b>	<b>As of 6/24/24 Expenditure</b>	<b>As of 6/24/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,488,618.85	3,404,630.19	83,988.66
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,453,615.34	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	244,836.64	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,481,742.09</b>	<b>6,205,783.91</b>	<b>83,988.66</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	324,354.84	75,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		<b>5,626,803.88</b>	<b>3,199,781.60</b>	<b>2,326,377.12</b>
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		<b>39,554.00</b>	<b>39,554.00</b>	<b>0.00</b>
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		<b>27,907.72</b>	<b>27,907.72</b>	<b>0.00</b>
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	478,726.58	271,273.42

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Project/Category		As of 6/24/24 Appropriations	As of 6/24/24 Expenditure	As of 6/24/24 Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	449,751.20	2,312,084.65
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>7,093,939.99</b>	<b>3,883,286.30</b>	<b>3,066,778.70</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,306,108.00	2,550,277.06	674,083.62

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R61h	Community School Attendance Program	486,110.43	337,214.83	19,057.60
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	197,657.97	2,342.03
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	4,357.66	4,357.66	0.00
<b>R61o</b>	Auditor Copiers	11,893.30	11,983.30	0.00
<b>R61p</b>	Bremen ADA Ramps	26,954.00	26,954.00	0.00
<b>R61q</b>	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
<b>R61r</b>	Safety and Security	457,422.00	0.00	457,422.00
<b>R517a</b>	Beavers Field Utilities	37,346.77	36,606.46	0.00
<b>Revenue Loss</b>		9,582,277.98	8,179,047.84	1,190,904.51
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	352,377.98	0.00
<b>Subtotal Administration</b>		591,798.66	352,377.98	0.00
<b>Grand Total</b>		<b>\$29,444,024.32</b>	<b>\$21,887,739.35</b>	<b>\$6,668,048.99</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JUNE 17, 2024 TO June 23, 2024

Fairfield County Commissioners

- AA.06.18-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.06.18-2024.e An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.06.21-2024.a An Administrative Approval to approve the State Fiscal Year (SFY) 2025 Ohio Department of Transportation (ODOT) grant from the Ohio Transportation Partnership Program [Commissioners]

Fairfield County Economic & Workforce Development

- AA.06.21-2024.d An Administrative Approval of a Professional Services Contract between Area 20 Workforce Development Board and J. L. Uhrig and Associates Inc. [Economic & Workforce Development]

Fairfield County Facilities

- AA.06.18-2024.d An Administrative Approval for an Agreement for installation and service of AED Machines throughout Fairfield County buildings. [Facilities]
- AA.06.20-2024.a An Administrative Approval Authorizing the Approval of a Construction Agreement and Bid Award with Setterlin Construction [Facilities]
- AA.06.21-2024.c An Administrative Approval authorizing the approval of an Agreement between RSM US LLP, and the Fairfield County Commissioners for Tax Services related to Energy Credits [Facilities]

Fairfield County Human Resources

- AA.06.21-2024.b An administrative approval to amend the Fairfield County Compensation Plan schedule, assign pay ranges, and/or amend job titles. [Fairfield County Human Resources]

Fairfield County Juvenile/Probate Court

- AA.06.18-2024.b An Administrative Approval for the approval of the Fairfield County Juvenile Court's Lease with Connexion West. [Juvenile/Probate Court]

Fairfield County Utilities Department

- AA.06.18-2024.c An Administrative Approval to establish the discounted water and sewer rate program guidelines for customers [Utilities]



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

June 11, 2024

Name

Address

City/State/Zip

RE: Eastern Cottontail Solar Second Public Information Meeting

Dear [insert name],

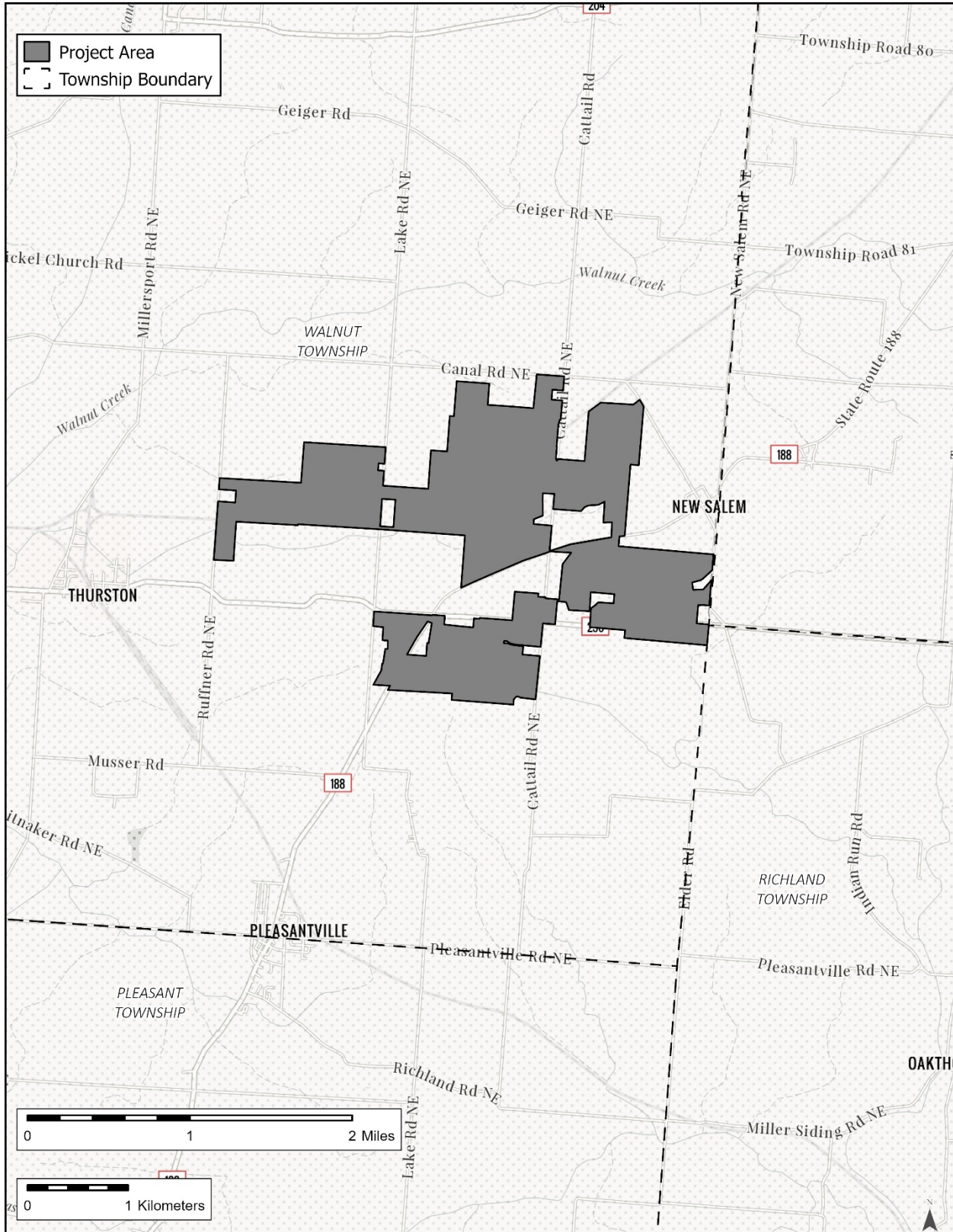
We are contacting you to invite you to the Second Public Information Meeting for the Eastern Cottontail Solar Project, which will be held on Tuesday, July 2, 2024 from 5:00 p.m. – 7:00 p.m. at Liberty Center, 951 Liberty Drive, Lancaster, Ohio 43130. The purpose of this meeting is to present the Project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

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

### About the Project

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

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





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

### Ohio Power Siting Board Process

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

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

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

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

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

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



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

Sincerely,

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

Nicholas Lucania  
Senior Project Developer  
EDF Renewables



## County Spotlight

### COMMISSION CONNECTION: DRIVERS ED WITH COMMISSIONER DAVIS

Exciting news in Fairfield County! In our latest Commission Connection video, Commissioner Steve Davis chats with Lancaster City Schools Superintendent Nathan Hale and Fairfield Union Superintendent Chad Belville about the return of drivers ed to the classroom. This initiative aims to empower students with essential driving skills and enhance their independence. Watch the full discussion to learn more!



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### MONTHLY THEME: DIVERSITY AND UNITY

This month, Fairfield County is proud to spotlight Lutheran Social Services Faith Mission of Fairfield County (LSS) as part of our ongoing celebration of Diversity and Unity. LSS embodies our theme through their unwavering commitment to creating a better world by serving people in need. They provide essential services like shelter, meals, and case management to those experiencing homelessness, helping individuals and families achieve stability and independence.

make in our community. We encourage everyone to learn more about LSS and consider ways to support their mission. Visit [Lutheran Social Services](#) to get involved and learn more about their programs.



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## OHIO START CHAMPION OF THE YEAR: CARA FINNEY OF FAIRFIELD COUNTY JOB AND FAMILY SERVICES - PROTECTIVE SERVICES

In May, Ohio START recognized Cara Finney of Fairfield County Job and Family Services - Protective Services as the 2024 Ohio START Champion of the Year! These awards recognized agency staff and partners from across the state for their outstanding service to Ohio families.



Throughout her career at Fairfield County Protective Services, Cara has exemplified the qualities of a true leader: competence, selflessness, and a commitment to serving families in need. As a supervisor, Cara played a pivotal role in the initial implementation of Ohio START within the agency, demonstrating a deep understanding of the model's principles and determination to ensure its success.

Congratulations, Cara!

---

## JUNE PROCLAMATIONS

On June 11, the Commissioners presented the Liberty Union High School softball team with a proclamation to celebrate their recent state championship title!

These outstanding student athletes have brought great pride to their school and Fairfield County.



## FAIRFIELD COUNTY HEALTH DEPARTMENT AWARDED 2024 MOSQUITO CONTROL GRANT

We are pleased to announce that Fairfield County Health Department (FCHD) is one of 47 counties in Ohio to receive the 2024 Mosquito Control Grant. Our Health Commissioner, Joe Ebel, accepted the award from the Ohio Environmental Protection Agency (EPA).



This funding is vital for our community as it supports education and outreach efforts, as well as the maintenance of equipment essential for preventing and eliminating mosquito breeding grounds. These initiatives are crucial in protecting our residents from serious mosquito-borne illnesses.

For more information and to see the official press release from the Ohio EPA, click the button below.

[Read the Press Release Here](#)

## ELDER ABUSE AWARENESS BREAKFAST: A MORNING OF RECOGNITION AND COMMITMENT TO THE ELDERLY IN OUR COMMUNITY

On June 13, Fairfield County Job and Family Services hosted their Elder Abuse Awareness Breakfast, honoring those who support the mission to protect the elderly in our community. The event featured a tremendous speaker, Karen Vadino, MSW, LPCC, OPCPSII, who shared invaluable insights. Commissioner Levacy was honored to present a proclamation recognizing June as Elder Abuse Awareness Month. Together, we can continue to make a difference in safeguarding our elders.





## FAIRFIELD COUNTY WORKFORCE CENTER CELEBRATES ANNUAL SIGNING DAY

The Fairfield County Workforce Center recently hosted its annual Career Signing Day, celebrating 38 high school graduates who are beginning their careers with local businesses. The event, honoring students and 11 employers, showcased the successful efforts of Fairfield County 33 Alliance's Career Readiness Program in connecting graduates to local employment opportunities.

Since 2019, the Workforce Center has highlighted students graduating with careers at local businesses, demonstrating a commitment to investing in local talent and the community.

"Signing Day is a big deal for student-athletes moving on to college sports, and we believe students pursuing local careers should be equally celebrated," said Rick Szabak, Fairfield County Economic and Workforce Development Director.

This year's employers include Accurate Mechanical, Claypool Electric, MidWest Fabricating, Fairfield Insulation and Drywall, Fairfield County Utilities, Fairfield Medical Center, Sheet Metal Union, Accurate Electric and Construction, Carpenter Mechanical, Freeland Contracting Co., Messer Construction, and Denier Electric.



## Community Corner

### DEPARTMENT SPOTLIGHT - FAIRFIELD COUNTY UTILITIES



Fairfield County Utilities plays a crucial role in maintaining the health and welfare of the community by providing essential water and wastewater services. Following the adoption of the Water, Drainage, and Sewer Regulations in November 1983, the department was established in May 1999 and operates under the authority granted by the Ohio Revised Code (ORC). The ORC grants the County the authority to operate water and sewer districts, ensuring the delivery of safe drinking water and effective wastewater treatment to eliminate pollution and unnecessary waste.

From its inception, Fairfield County Utilities has been instrumental in taking over and maintaining subdivision water package plants initially built by developers. Early facilities were established in subdivisions across the county, including Pleasant Lea, Lakeside, Easton, Chevington Woods, and Mingo. The department has grown significantly in response to the population increase in central Ohio. This growth is expected to continue as new businesses, such as Intel, establish themselves in the region.

One key aspect of Fairfield County Utilities that the community may not be aware of is the diversity and rewarding nature of the Water and Wastewater field. Employees in this field are engaged in a variety of tasks, from resolving daily issues to planning for future development, all aimed at keeping the public safe and the environment clean.

Fairfield County Utilities continues to be a cornerstone of the community, dedicated to preserving public health and promoting environmental sustainability through its comprehensive water and wastewater services.



## FAIRFIELD COUNTY UTILITIES SENIOR AND VETERAN ASSISTANCE (SAVA) PROGRAM

Fairfield County Utilities is proud to offer a new discount program designed to assist senior citizens and veteran customers of the utility services. The Senior and Veteran Assistance (SAVA) Program will provide qualifying customers with a 10% monthly reduction on water and sewer services. Eligible homeowners must be 65 years of age or older and qualify for the Ohio Homestead Exemption or be a veteran. You must apply for the program using the link below, at the Fairfield County Utilities Office, at the Fairfield County Auditor's Office, or at the Fairfield County Veteran Service Office. Applications must be submitted to the Fairfield County Utilities Office located at 6670 Lockville Road, Carroll, Ohio 43112.

[Apply Here](#)



## ATTENTION SENIOR CITIZENS & VETERANS!

Fairfield County Utilities offers a  
**10% discount**  
for senior citizens and veterans on water and sewer services!

Eligible homeowners must be 65 or older, & qualify for the Ohio Homestead Exemption or be a veteran. Learn more: [co.fairfield.oh.us/util/fc-Senior-Veteran-Assistance-Program.html](https://co.fairfield.oh.us/util/fc-Senior-Veteran-Assistance-Program.html)



## FAIRFIELD COUNTY DISTRICT LIBRARY SUMMER READING PROGRAM

Dive into the Fairfield County District Library's (FCDL) Summer Reading Program! Keep young minds active, improve reading skills, and explore new worlds.



Don't miss out on the fun and rewards! Learn more by visiting the library or browsing their website using the button below.

[FCDL Website](#)

## EXCITING SUMMER OPPORTUNITY FOR MIDDLE SCHOOL STUDENTS

Beat summer boredom! Middle school students are encouraged to check out the EXPLORE camps, hosted for FREE at the Fairfield County Workforce Center. These camps offer engaging activities and learning experiences designed to keep young minds active and entertained during the summer break.

Middle school students can register online at [EXPLORE Camps Registration](#). Don't miss out on this fantastic opportunity to make summer both fun and educational!



**EXPLORE Summer Camps**  
2024

With support from our partners at Ohio University, Hocking College, Pickerington City Schools, and Lancaster City Schools, students in Fairfield County Workforce Center's EXPLORE Summer Camps will have an amazing and FREE camp experience! **Fairfield County students who will be in grades 6, 7, and 8 during the 2024-25 academic year** will thrive in one-week sessions designed to build interest in careers in engineering, healthcare, and construction.

**Our Camping Adventures:**

- ALL GIRLS STEM CAMP**  
Session 1: 6/3 - 6/7  
Session 2: 7/8 - 7/12
- HEALTHCARE HEROES CAMP**  
Session 1: 6/3 - 6/7  
Session 2: 7/8 - 7/12
- TOTALLY TECH-BOT CAMP**  
Session 1: 6/17 - 6/21  
Session 2: 7/15 - 7/19
- BUILDERS CAMP**  
Session 1: 6/24 - 6/28  
Session 2: 7/22 - 7/26

More Info: [www.fairfieldcountyohioworkforcecenter.gov/career-camps.html](http://www.fairfieldcountyohioworkforcecenter.gov/career-camps.html)

REGISTER NOW

Builders Camp, Tech Bot, Healthcare

## 2024 LANCASTER FESTIVAL

The Lancaster Festival is seeking enthusiastic volunteers to help make this year's event a success! If you're interested in being a part of this exciting community celebration, please visit [lancasterfestival.org/volunteer](http://lancasterfestival.org/volunteer) or email [lgallimore@lancasterfestival.org](mailto:lgallimore@lancasterfestival.org) for more information and to sign up.

**Save the Date:** The Lancaster Festival will take place from July 18-27. Join us for ten days of music, art, and fun as we come together to celebrate our vibrant community!

## VOLUNTEERS NEEDED

The Lancaster Festival is looking for Ticket Gate, Beverage Tent and Golf Cart volunteers for the 2024 season!

### Benefits

- ✓ Discount coupons from local businesses
- ✓ Lancaster Festival T-Shirt
- ✓ Opportunity to win raffle items donated by local businesses/community members

LANCASTER FESTIVAL



## ON WITH AUNIE: JEREMIAH UPP, FAIRFIELD COUNTY ENGINEER

Have you ever wondered how work zones operate in Fairfield County? Tune in to episode 11 of On with Aunie featuring Fairfield County Engineer, Jeremiah Upp, to dive into work zone safety. Stay informed and safe - watch below!



## Fairfield Forward

### FAIRFIELD COUNTY WORKFORCE CENTER: ENGINEERING TECHNOLOGY LAB WILL EXPAND TO BOOST LOCAL SKILLS & INNOVATION

The Engineering Technology lab expansion at the Fairfield County Workforce Center will become a showcase for training in the rapidly growing and advanced manufacturing industry within Fairfield County and the Columbus region. The lab will host Ohio University Lancaster's Engineering Technology Associate's Degree Program, as well as certificate programs in automation, mechatronics, and semiconductor processing.

The manufacturing industry continues to become more automated and new skills are needed to keep pace with the career opportunities in this field. Included in the space will be a mechatronics lab, a fabrication lab, a semiconductor lab, a vacuum lab, and a robotics lab. Along with the physical space improvements, \$1.3 million in equipment will be purchased to align with the latest in advanced manufacturing technology.

A manufacturing apprenticeship program will also be launched in partnership with Ohio University and Hocking College to upskill local manufacturing employees. Thirteen local companies met with educators to determine the skills needed for the apprenticeship program.

The renovations are funded by the State of Ohio and the Fairfield County Commissioners. The manufacturing equipment is being purchased by Ohio University through funds provided by the state of Ohio.

Classes will begin this fall for the automation and mechatronics certificates. Interested parties can learn more at <https://www.ohio.edu/lancaster/academics/certificates>.

The semiconductor certificate will start in the future, in conjunction with the opening of Intel's semiconductor fabrication facility in New Albany.

[Click here](#) to view the interior of the new lab in 3D, or [here](#), for an exterior 3D view!



## ROAD CLOSURES AND UPCOMING PROJECTS

Stay up-to-date on the latest road closures and upcoming projects on the Engineer's page using the link below.



[ENGINEER'S PAGE](#)

## Career Spotlight

We are thrilled to share a career spotlight featuring Joshua Anders, Deputy Director of Utilities at [Fairfield County Utilities](#). Check out his journey from summer intern to director below, and learn how you can get started in a career in utilities. Thank you, Joshua, for your dedication to our community and their safety!

"I began my career at Fairfield County Utilities as a summer intern while I attended the University of Toledo, majoring in chemical and environmental engineering. I gained a great amount of knowledge about the water and wastewater field through my seasonal work as an employee in the lab. With the help of my mentors throughout my mentorship, I obtained my Ohio Environmental Protection Agency (EPA) Water I and Wastewater I license, in addition to my Commercial Driver's License (CDL).



Once I graduated college, Tony Vogel (current director) offered me a position as a Water Operator 1, which I graciously accepted. I was extremely excited about the opportunity that Tony presented to me. I knew that when I graduated college, I wanted to return to Fairfield County Utilities as a public servant to my community. While I was a water operator, I gained

the experience that enabled me to get my Class III EPA Water and Wastewater licenses. As I worked alongside the engineers at Fairfield County Utilities and other entities during my internship throughout college, I was able to hit my required time to apply for and receive my Professional Engineers (PE) License. Once I received my PE License, I was offered the Project Engineer position. I managed many successful projects during my time in this role, including the Allen Road Waterline Project, the Grant Hampton Waterline Project, and the Blacklick Eastern Road Sewer Extension Project. After being a project manager for four years, I was promoted to the Deputy Director of Operations position, which I currently hold.

If I could give advice to anyone interested in pursuing a similar career path, it would be to start at an entry level job with a water and wastewater utilities department to ensure that you like the work and find it fulfilling. The next step would be to obtain as much education and training as you can. This can be in the form of a classroom or in-field experience. The Ohio EPA licenses are very important when moving forward in the water and wastewater field. Additionally, make sure that you're always willing to listen to others and learn from them. I had many mentors along the way that helped me move forward in my career.

I love that every day, my job allows me to do something new. It is incredibly fulfilling to be able to serve the customers of Fairfield County Utilities and resolve any issues they may be experiencing.”

## Job Openings

### NOW HIRING: REGIONAL PLANNER

The Fairfield County Regional Planning Commission is responsible for the long range and daily planning, zoning and land use activities for the county. The County recently adopted its Comprehensive Plan that includes a variety of recommendations to meet the demands of a growing region. This position will be an integral part of helping implement the development strategies as well as assisting with the county's daily planning activities. Learn more and apply today here: <https://www.governmentjobs.com/careers/fairfieldcountyoh/jobs/4097433/regional-planner?keywords=planner&pagetype=jobOpportunitiesJobs>



**NOW HIRING**  
**REGIONAL PLANNER**  
**Regional Planning Commission**

The Fairfield County Regional Planning Commission is responsible for the long range and daily planning, zoning and land use activities for the county. The County recently adopted its **Comprehensive Plan** that includes a variety of recommendations to meet the demands of a growing region. This position will be an integral part of helping implement the development strategies as well as assisting with the county's daily planning activities.



**APPLY TODAY:**

[www.governmentjobs.com/careers/fairfieldcountyoh](https://www.governmentjobs.com/careers/fairfieldcountyoh)

View the full list of check out the current job openings in Fairfield County by scanning the QR code below, or [clicking here](#).



## Board Openings

The following boards currently have vacancies:

### Regional Planning Commission: Agriculture, Education, and Minorities

- **Agriculture:** This representative would ideally be a producer, processor or some other related agriculture field and would represent the interest of the agriculture and farming community in all the RPC's planning activities.
- **Education:** The representative would ideally be from a K-12, technical or higher education to represent the interest of the educational community in all the RPC's planning activities.
- **Minorities:** This representative would ideally be from or serve a minority population to represent minority views and interest in the community.
- **Requirements:** Must be a Fairfield County resident. Board members serve three year terms. Meetings will take place at 6 p.m. every Tuesday of the month. Potential subcommittee meeting attendance depending upon the RPC's current project load. Occasional attendance at County Commissioners meetings required.

**Law Library Board:** The law library board provides legal research, reference, and library services to the county and to the municipal corporations, townships, and courts within the county and shall manage the coordination, acquisition, and utilization of legal resources.

- **Requirements:** Board members serve 5 year terms.

## Important Dates & Events

Mark your calendars for these important dates in the county!

**2024 State of the County Address** - 11 a.m. on August 27 at the Fairfield County Liberty Center



## Your County Commissioners





[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

**SERVE. CONNECT. PROTECT.**



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

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To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: June 20, 2024  
Subjects: Customer Service & Website Updates

### Customer Service Statistics Update

Since July 25, 2022, we have received **880+** customer service surveys from citizens.

- 100% of our citizens stated they were able to discuss their specific case concerns and receive answers to their questions.
- 100% stated they received courteous service.

For those who attended a scheduled, informal hearing (504 of the above):

- **99%+ stated that the County Auditor's Office should continue the practice of holding informational meetings or informal hearings.**
- Fewer than 1% of the participants stated that the informational meetings should be discontinued. (3 of 504 indicated that we should discontinue informal hearings.)

We are holding a call center during the evening on June 26, 2024.

### Some feedback and quotes of interest:

- "Everyone was really kind. Thank you for your kindness." -Liz
- "Crystal was a big help with me on my valuation renewal application paperwork.... Thank you again!" – Mr. Kull
- "Makala and Heidi explained things very well and were very nice. Made the process easy for me." – Mr. Broughton
- "The County Auditor's Office is always great to work with!"
- "Very good! Stacy was very helpful!"
- "Thanks to Josh Harper for being so helpful and for educating me."

#### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
[co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



## Public Records Requests

In 2024, we have received 54 public records requests. **The mode response time is 1 day. This means if you make a request you will likely receive a response within one day.**

## Website Update

The website has been updated for frequently asked questions and forms for the Homestead program.

Check it out: <https://www.co.fairfield.oh.us/auditor/Ohio-Homestead-Exemption-Program.html>



Ohio's Homestead Exemption Program -  
Fairfield County Auditor's Office, Lancaster,  
Ohio  
[co.fairfield.oh.us](https://www.co.fairfield.oh.us)

### CONTACT US!

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

[co.fairfield.oh.us/auditor](https://www.co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor




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

June 20, 2024

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

- We began the week with a high-energy team meeting. We thanked Kayla Speakman for representing the office at the elder abuse prevention meeting, and we **celebrated the arrival of Cole Sanford Rollins (Mom and baby are all well!)**. We also talked about the work group that will be assessing the use of the Tyler system.

★ **Crystal Walker, Appraisal Assistant, was featured as an Ace of Trades in the Lancaster Eagle Gazette this week.** There was also an article printed about the Call Center that will be conducted next week. And the June Map of the Month was featured. This has been a helpful communication for the HRCD.

- **We participated in the Juneteenth celebration in downtown Lancaster.** Juneteenth is a holiday commemorating the end of slavery in the United States. It is also called Emancipation Day or Juneteenth Independence Day. The name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth." At the event, sponsored by DDL, we distributed educational materials, including some from the Recorder's Office and the Sheriff's Office. 
- **Carri followed up with libraries** this week to prepare for the Budget Commission meeting in August, and she connected with **City of Lancaster** officials to see if there was anything they needed from our office.
- We are very proud of the Finance Team for establishing a **solid financial structure for Transit. There are a lot of details that go into this work.**
- **The REA team has a first to report:** For the first time in Ohio, there is an electronic process to compare dual files created for a sexennial update. Way to go! This effort will help many other counties with efficiency.
- Thanks to Michele and Joanna for answering questions about **Homestead and licensing with such courtesy and speed.** Thanks to Kayla for updating the website with information about the Homestead programs.
- Thanks to Jen and the Payroll team for their leadership with **job shadowing.**

### CONTACT US!

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

[co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor

6/25/2024

036



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

June 20, 2024

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

- **Bravo to Bev Hoskinson for her leadership with the production of the Public Annual Financial Report.** Thanks to Rachel Elsea for taking some great pictures. Thanks to the team for organizing their work in a way that helped the State Auditor team with their schedules. This meant working into the late hours of the evening on several days, and that is very much appreciated.

★ **Thanks to Kayla Speakman for her initiative in updating the website with frequently asked questions and forms for the state's Homestead program.**

★ **During the week, there were three articles featured in the local media:** one about the property tax process, one about our call center, and one about the 1948 flood map. Rachel Elsea has also been pushing a lot of good information out on our social media platforms. She will share information about the Utilities discount program which uses similar requirements as the Homestead program.

### CONTACT US!

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

[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor) •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor

6/25/2024

037



**FOR IMMEDIATE RELEASE**  
**Tuesday, June 18, 2024**

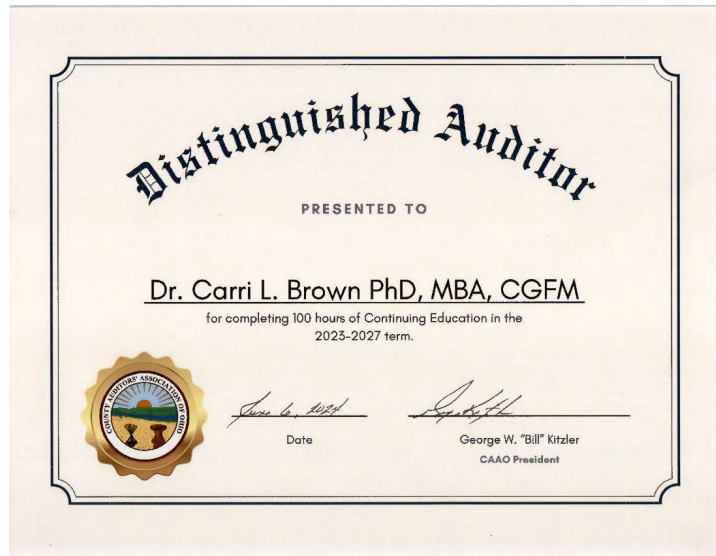
**County Auditor Earns Auditor of Distinction Certificate from State Association**

**Lancaster, Ohio** - On June 7, 2023, Dr. Carri Brown, Fairfield County Auditor, was honored as an “Auditor of Distinction” by the County Auditors’ Association of Ohio. County Auditors are eligible for a certificate as an “Auditor of Distinction” for each elected term they serve once they have earned at least 100 hours of continuing professional education credit. At the Summer Conference for County Auditors, Brown was one of two County Auditors in the state to be named an “Auditor of Distinction.”

Brown stated, “Continuing professional education, while not required at the level recognized by the state association, is essential for leaders to develop skills and knowledge necessary for them to take on new tasks and opportunities to benefit the public. The association does a good job encouraging continuing education for all levels of an organization. I appreciate the professional recognition.”

For more information about the role of the County Auditor or to request a presentation, please contact Rachel Elsea, Communications Officer, at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

###



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



[linkedin.com/company/fairfield-county-auditor](https://www.linkedin.com/company/fairfield-county-auditor)



@FairCoAuditor



@FairCoAuditor



@FairfieldCountyAuditor



[ca.fairfield.oh.us/auditor](http://ca.fairfield.oh.us/auditor)



[realestate.co.fairfield.oh.us](http://realestate.co.fairfield.oh.us)



Newsletter

SERVE • CONNECT • PROTECT

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing in support of the Eastern Cottontail Solar project. I believe that this project is important because it allows landowners to exercise their personal rights when it comes to their property.

Landowners should be able to lease their land without fear of their local community putting a stop to their choices. EDF is an experienced developer who is listening to our community and developing the project in a responsible way.

Solar projects such as Eastern Cottontail are collaborative efforts with local landowners, elected officials, workforce, government entities, and concerned citizens. The amount of partnership that it takes to get a project to this stage is significant and should not be overlooked.

Our local landowners should have the opportunity to diversify their income, and use their land as they see fit—so long as they are abiding by all state and local regulations.

Thank you.

Name:

Beth Hume

Address:

3131 Greenlawn Ave  
Millersport

cc: Ohio Power Siting Board

**From:** [divinemisschris@gmail.com](mailto:divinemisschris@gmail.com)  
**To:** [Contact Web](#)  
**Subject:** [E] Eastern Cottontail Solar Project - Resolution to Request the OPSB to Reject Application  
**Date:** Friday, June 21, 2024 2:18:37 PM  
**Importance:** High

---

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

Good Afternoon Commissioners,

I am contacting you regarding the Eastern Cottontail industrial solar project. I am a fourth-generation resident of Fairfield County, and my property is approximately 400' to the proposed Eastern Cottontail project area. There hasn't been a day in several years that I don't think about and worry about the project and what it will mean for my future residency. I hope that you have every intention of fighting the approval of this project. I would like to urgently request that you pass the draft resolution that was presented by Mellissa Hoover-Conner at your meeting held June 18, 2024, to request the Ohio Power Siting Board to reject Eastern Cottontail Solar's application(case # 24-0495).

I am grateful for the county wide solar exclusion resolution 2024-04.16a that you have already passed, and I hope you will continue to utilize every strategic tool to encourage the OPSB to deny the permit for installation.

Respectfully,

Christina Hill  
7470 Lancaster Thornville Rd. NE  
Pleasantville, Ohio 43148



**From:** [pymer1010@aol.com](mailto:pymer1010@aol.com)  
**To:** [Contact Web](#)  
**Subject:** [E] ATTN: Commissioners  
**Date:** Friday, June 21, 2024 3:36:03 PM

---

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

Dear Commissioners Fix, Levacy and Davis,

The clock is now ticking at the Ohio Power Siting Board for the Eastern Cottontail Solar project in Walnut Township. Since the passing of your resolution May 21, 2024, making all unincorporated areas of all thirteen townships in Fairfield County exclusionary zones for large scale solar 50 MW and above, it would be consistent with your actions to also pass a resolution prohibiting the specific project, per authority given to you by SB52.

Both of these resolutions support Fairfield County's Land Use Plan by strategically planning for future development **and** protecting our valuable farmland. OPSB needs to know emphatically, **from you**, that Fairfield County is not the place for large scale solar projects by passing an opposition resolution within ninety days from the May 29th informational meeting.

Thank you!

Sherry Pymer  
3464 South Bank Rd. NE  
Millersport, OH 43046

**From:** [Niceswanger, Bennett Joseph](#)  
**To:** [Niceswanger, Bennett Joseph](#)  
**Subject:** FW: [E] RE: Hello from Eastern Cottontail Solar!  
**Date:** Friday, June 21, 2024 11:41:58 AM  
**Attachments:** [Eastern Cottontail Solar - Public Information Meeting #2 Mailing Template.pdf](#)

---

**From:** Nicholas Lucania (Consultant) <[Nicholas.Lucania@edf-re.com](mailto:Nicholas.Lucania@edf-re.com)>  
**Sent:** Wednesday, June 19, 2024 9:10 AM

---

Good Morning, Fairfield County Commissioners,

Thank you, again, for taking time out of your busy schedules to attend Eastern Cottontail Solar's First Public Information Meeting (PIM) at the Fairfield Union High School on 29 May. We are very pleased with the support and turnout from the public at our First PIM and the great discussions that were held.

I am reaching out again to share that our project will be hosting our Second PIM at the Fairfield County Liberty Center on 2 July, 5p – 7p. The purpose of this additional meeting is to present our project to the public in a manner consistent with what will be presented in our application that will be submitted to the Ohio Power Siting Board (OPSB). Further, I wanted to directly share a template of our Eastern Cottontail Solar's Second PIM Notification Letter that was personalized and mailed to you mid last week, in the event you did not receive it, or that it is delayed. Please see attached.

Similar to our First PIM's notifications, this letter has been shared broadly with your community, a similar notice has been posted on our project website, and a posting has been made in the local newspaper—all in accordance with OPSB requirements. Further, our project team will continue to personally promote our Second PIM to the public as part of our dedication to transparency and open engagement.

Our meeting locations for our OPSB PIMs were selected to stay in the area in which our project is to be located, while also encouraging maximum attendance from both the local and county communities to reach as many members of the public as possible.

- Our First PIM was held at Fairfield Union High School, as its school district is an impacted taxing entity, and the location is central to many involved parties and the community.
- The Fairfield County Liberty Center was selected for our Second PIM, noting Lancaster is the County Seat and the location is central to many involved parties and the community.
- And, as you are aware, we also opted to host a non-OPSB mandated Open House in August 2023 at the Pleasantville Community Center to share our project with the community and provide another opportunity for engagement.

As always, our project team, and I, personally, remain available to discuss our Eastern Cottontail Solar project, answer your questions, and work to build a partnership together. Further, please feel free to direct members of your constituency directly to our [website](#) should they have questions or

would like to contact our team directly. We remain happy to continue engaging with the public via in-person at our local office, by phone, or by email!

Thank you,  
Nick

**Nicholas Lucania**  
Senior Project Developer  
M: [+1 202-924-5224](tel:+12029245224)

***Disclaimer:** This email and any attachments sent to EDF employees or their intended recipients should be considered confidential, may contain legal, professional and/or other privileged information, and intended solely for the addressee. If you are not the intended recipient, do not use the information in this email in any way; delete and notify the sender.*

**From:** [jeff.williamsen.net](mailto:jeff.williamsen.net)  
**To:** [Davis, Steven A](#); [Jeff Fix](#); [Levacy, David L](#)  
**Cc:** [Menningen, Rochelle M](#); [Cordle, Aundrea N](#)  
**Subject:** [E] Resolution Regarding OPSB Case #24-0495  
**Date:** Wednesday, June 19, 2024 11:29:38 AM

---

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

In your meeting of June 18, 2024, during the public comment period, you were presented with a draft resolution by Melissa Hoover-Connor (a resident of Walnut Township and member of Citizens for Fair Fields) to specifically request the OPSB reject Eastern Cottontail Solar's application Case #24-0495.

This resolution is a logical extension of your county-wide solar exclusion resolution #2024-04.16.a. adding more weight specifically for Eastern Cottontail Solar.

I encourage you to approve this resolution as soon as possible since the 90-day clock is ticking from Eastern Cottontail's initial Public Information Meeting on May 29th.

Your immediate attention in this matter is appreciated by many residents of many townships in our county.

Thank you,

**Jeff Williamsen**  
1201 Winding Oak Dr S.  
Baltimore, OH 43105-9007  
813-382-2625

**From:** [Clarence Butch Price](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Fwd: Eastern Cottontail solar project  
**Date:** Monday, June 24, 2024 10:06:57 AM

---

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

----- Forwarded message -----

**From:** **Clarence Butch Price** <[butch.price67@gmail.com](mailto:butch.price67@gmail.com)>  
**Date:** Sun, Jun 23, 2024, 10:37 PM  
**Subject:** Eastern Cottontail solar project  
**To:** <[contact@fairfieldcountyohio.gov](mailto:contact@fairfieldcountyohio.gov)>

The Ohio Power Siting Board

rules allow a county's Board of Commissioners to create a resolution prohibiting a specific solar project. I urge you to take the time to prohibit the Eastern Cottontail project in our county

As our elected commissioners we are counting on you to support the taxpayers of our county in this matter.

Clarence Price  
155 Stemen Road  
Baltimore Ohio 43105

LANCASTER FAIRFIELD COUNTY  
**CHAMBER NETWORKER**  
EVENTS • NEWS • UPDATES

June 21, 2024



Google is our Newsletter Sponsor of the Week. Thank you for your continued support!

**CHAMBER NEWS**



ATHENA  
INTERNATIONAL

# 2024 ATHENA Leadership Award

PRESENTED BY:



LANCASTER FAIRFIELD COUNTY  
CHAMBER OF COMMERCE

THE  
**ROBERT D. MCGRAW**  
FAMILY

## DINNER REGISTRATIONS OPEN!

Join us for the 2024 ATHENA Awards Banquet

Thursday, Aug. 1

10:00 AM - 1:00 PM

The Mill Event Center

1000 Mill Street, Lancaster, PA 17602

Free Admission

[MENU & EVENT DETAILS](#)

## Sponsorship Opportunities Available

Be a sponsor of the Athena Awards Banquet and receive your  
own Reputable award. Contact Cheryl Barber at [cheryl@lancoc.org](mailto:cheryl@lancoc.org)  
for more information.



**2024 State of Fairfield County Address Registrations Now Open**

**Tuesday, Aug. 27**

Meeting Registration and  
Lunch and Dinner  
Registration

Featuring updates from County Commissioners  
before 10:30 a.m. and Dinner 11:30 a.m.

••• **NEW LOCATION** •••

**Fairfield County Liberty Center**

1000 Liberty Drive, Canaan, OH

**Cost: \$25 Per Person**

Lunch Catered and Beer/Coffee

Vegetarian/Guten Free Option Available When Registering

[\*\*REGISTER HERE\*\*](#)

*Deadline to register is Tuesday, Aug. 20 at 4 p.m.*





LANCASTER FAIRFIELD COUNTY  
CHAMBER OF COMMERCE



FAIRFIELD  
COUNTY • OHIO



PICKERINGTON  
AREA CHAMBER  
Connect for success



# FAIRFIELD COUNTY AG UPDATE

2024 Tuesday, June 11, 2024

Tuesday, June 11, 2024

2024 Tuesday, June 11, 2024

[DETAILS](#)

# Ribbon Cuttings

LANCASTER FAIRFIELD COUNTY  
CHAMBER OF COMMERCE



## Ohio Glass Museum

Tuesday, June 25 • Noon

□□□ □ □Mañ □t□□□an□a□ter

***Gallery Shop Grand Opening!***

**Learn More**



**Aurora House Adult Group Home**

## Aurora House Adult Group Home

Tuesday, June 25 • 4 p.m.

□□□ □□Mañ □t□□□an□a□ter

***Grand Opening!***

**Learn More**



***See a full list of Chamber  
events on our website!***

***Click to View Events***



## ***Business Spotlight Podcast - Now Streaming!***

Miss an episode of the  
Business Spotlight Podcast?

Catch-up by visiting our YouTube  
channel:

[Listen Here](#)

## **NEW FEATURE: MEMBER NEWS ON THE CHAMBER WEBSITE**

*\* Stay up-to-date on Lancaster and Fairfield County business news \**

Businesses and organizations who receive marketing benefits\* as part of their membership can now have press releases published directly on the Chamber's website at [lancoc.org/news](https://lancoc.org/news).

Have news you would like to share? Submit content to Marketing Coordinator Logan Weaver at [logan@lancoc.org](mailto:logan@lancoc.org).

\*Marketing benefits available to members at the Promoter level or higher and those at our Non-Profit tier

## **MEMBER NEWS**



Grant funds are available to small businesses with five or fewer employees through Lancaster Community Development.



Bottoms Up, a midcentury barware celebration presented by Gay Fad Studios, is this weekend!



Nothing Bundt Cakes is celebrating their fourth anniversary in Reynoldsburg! Stop-in for great specials this weekend.



Lancaster to serve as a lunch stop during the 2024 Hemmings Motor News Great Race. Come to Downtown Lancaster for tons of classic cars this Sunday!



New and expecting parents can join FMC, 2-1-1, ADAMH and more local partners for a community baby shower this Sunday.

## Longhaven Retreat

ALL are welcome to connect, network, and collaborate at Longhaven Rereat in Lancaster on Wednesday, June 26!



The Fairfield County OSU Extension's Local Food Tour kicks-off June 27 with Grill Smart: Learning the science of great grilling.



ADAMH STARLight Center hosting a hiring event Thursday, June 27 from 10 a.m. to 6 p.m.



Visit The View Golf Club for the 3rd annual Putts, Pours and Pyros on June 28!



Visit the Lancaster Camp Ground for their Cottage and Garden Tours June 28-29 for plant sales, vendors, music, and a tour of the Camp Ground cottages!

Lancaster Parks & Recreation to host a public meeting July 10 discussing the future of Miller Park.

Registrations are open for the 2024 Tour de Buckeye Lake, presented by Bike Buckeye Lake.



**SAVE THE DATE:** CLE, CPE credits available during "Legal Landmines: Navigating Capacity, Guardianship, Agency & Ethics" seminar, taking place Oct. 25 in Lancaster.



**ICYMI:** Ohio Glass Museum to welcome Netflix star Jonathan Capps during Bottoms Up Weekend in Lancaster.



Fairfield County announces new discounts on water and sewer utilities for qualifying seniors and veterans.



Kids ride free on Lancaster-Fairfield Public Transit all summer long!



Afterschool Programs of Lancaster providing free lunches to area children ages 1-18 through Aug. 9.



Wagnalls Memorial is preparing for their Centennial Celebration in 2025!

# JOB BOARD

Click [HERE](#) to view more listings

*Hiring? Promote your open positions on the Chamber's job board!*

ALL MEMBERS Can Submit Job Postings!

[Log-in to your Chamber profile](#) or email openings [here](#).

Don't have a login? Click [HERE](#).

*Content can only be submitted through Chamber profiles using primary contact logins.  
For assistance with your Chamber login, contact Logan Weaver at 740-653-8251.*



**Director of Secondary  
Education**  
Lancaster City Schools



**CNC  
Programmer/Supervisor**  
Babcock & Wilcox



**Communications  
Specialist**  
Fairfield County Board of  
Developmental Disabilities



**Director of Patient  
Outcomes**  
Clear Sky Rehabilitation  
Hospital of Lancaster



**Senior HR Generalist**  
Lancaster Bingo Company



**Commercial Kitchen  
Equip. Service Technician**  
Accurate Heating, Cooling  
& Plumbing



**Village Administrator**  
Village of Baltimore



**ARBUCKLE PHAYER**  
ACCOUNTING GROUP, LLC

**Full-Time Accountant**  
Arbuckle Payer  
Accounting Group, LLC



**Tax Professional**  
Delaney & Co., CPA



**In-Home Service Manager**  
The Senior Hub/Meals On  
Wheels Fairfield County



**Bank Teller**  
Fairfield Federal



**Multiple Positions**  
Park National Bank



**PM House Manager**  
Ale House 1890



**Multiple Positions**  
Tiberio's Pizza



**Branch Manager**  
State Electric Supply Co.



**Retail Insurance Sales  
Agent**  
Direct Auto Insurance



**Housing Coordinator -  
Residential Services**  
Lancaster-Fairfield  
Community Action Agency



**Administrative Assistant**  
Company Wrench, Ltd.



**Diesel Mechanic**  
Fun Bus



**Probate Deputy Clerk**  
Fairfield County Juvenile &  
Probate Court



**Custodian**  
Lancaster Camp Ground

**MARKETPLACE**

# HOT DEALS!

SPECIALS AND DISCOUNTS OFFERED BY OUR MEMBERS.



## Long On Life, LLC

*Free Guest Pass - SALTY Sales Training  
Member-to-Member Exclusive Deal!*

[Learn More](#)



## Spectrum Business

*New Customers: Switch to Business Internet  
& Voice and Receive 1 FREE Mobile Line!*

[Learn More](#)



## Spectrum Business

***New Bar & Restaurant Customers:** Get  
Internet, Phone, and TV service for  
\$89.97/month and receive a free Smart TV!*

[Learn More](#)

**MEMBERS: If you have a classified listing below that needs removed or updated, please reply to this email.**

CLASSIFIEDS



- Multiple shelving units are available for purchase following the closure of the Risch Drug Store on W. Fair Ave. in Lancaster. **Contact Mike Sabol at 740-438-0889 for pricing and questions.**
- **PRICE IMPROVEMENT - Commercial space available in prime location at 430 N. Memorial Drive in Lancaster.** Contact Justin Bruce from **Keller Williams Greater Columbus Realty** for more details.
- **2nd-floor, 4-room, 911 square-foot office space available at 121 W. Sixth Ave. in Lancaster for **\$1,000 per month.** Contact Justin Bruce from **Keller Williams Greater Columbus Realty** for more details.**
- **Office space with conference room access available above Chase building in Downtown Lancaster.** Contact Leslie Thornton, Bookkeeping Bliss at 740-785-4036 for details.
- **Office spaces available in Gateway Commerce Center on N. Columbus Street near Ety Road intersection.** Contact Ron Thomas at 740-808-2775 for details.
- Office space available at **1512 Hubbard Drive off N. Columbus Street in Lancaster.** Call The Pool People at 740-808-2695 or visit their Facebook page for details and pricing.
- **Office Suites available at 117 W. Main St. in Downtown Lancaster (Estel Building) - **Focus Realty and Management, LLC.****
- **Professional Office Space Available For Lease in Downtown Lancaster at 132 E. Main St.** Contact Justin Bruce from **Keller Williams Greater Columbus Realty** for more details.
- **JUST LISTED: Professional Office Space at 163 E. 5th Ave. in Lancaster.** Available for sale or lease. Contact Justin Bruce from **Keller Williams Greater Columbus Realty** for more details
- **200,000 sq. ft. warehouse available for lease only at 1450 E. Walnut St. in Lancaster.** Contact Justin Bruce at **Keller Williams Greater Columbus Realty** for details.
- **Prime downtown office space for lease on corner of Main Street and Broad Street in the **Fairfield Federal Building.****
- **Commercial Office Space on Hill Road in Pickerington available Spring 2023.** Contact Helen and Dwight Holloway of **Champion Pest Control** for details.

## COMMUNITY INFO

### TRAINING OPPORTUNITIES

- MRA presents "Hitting Home Runs for Organizational Success" Thursday, July 11 in Cincinnati - registrations include game tickets to the Cincinnati Reds vs. Colorado Rockies game at 1:10 p.m. that afternoon! DETAILS.

### COMMUNITY NEWS & EVENTS

- Registrations are now open for the 2024 Lancaster 4th of July Parade! Register your business or organization for this year's celebration. FORM.
- The History Channel's "American Pickers" are returning to Ohio this August! Got a unique antique collection? Learn how you could be on the show HERE.
- Country fans: Luke Bryan is bringing his Farm Tour back to Miller Family Farms in Millersport this September! **Tickets are on sale now.**

## Community Champions

### The Leaders

Fairfield Medical Center  
Friendly Bremen Banking Center

### The Influencers

Fairfield Federal  
Kumler Collision and Automotive

Park National Bank

South Central Power Co.

**The Advocates**

Accurate Heating, Cooling & Plumbing

Arbuckle Phayer Accounting Group

Buckeye Automotive Family

Buckeye Lake Marina

Buckeye Metal Works

Cirba Solutions

Clark Insurance

Claypool Electric

Dagger Law

Fairfield Homes, Inc.

FAIRHOPE Hospice & Palliative Care

Frank E. Smith Funeral Home/Crematory

Google

Harper Family McDonald's

JC & Company

Lancaster Bingo Company

Mid West Fabricating Co.

National Grid Renewables

Peterman Brothers Heating & Cooling

SERVPRO of Fairfield County

Stebelton Snider LPA

The Savings Bank



# LANCASTER FAIRFIELD COUNTY CHAMBER OF COMMERCE

1000 Broad Street Suite 1000 Lancaster, OH 43004  
740.222.1100 [www.lancasterchamber.org](http://www.lancasterchamber.org)

FOLLOW US!



REGULAR MEETING #27 - 2024  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JUNE 25, 2024

AGENDA FOR TUESDAY, JUNE 25, 2024

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for June 18, 2024
- Commissioners
- 2024-06.25.a      A Resolution Authorizing the Approval of a Proclamation [Commissioners]
- 2024-06.25.b      A Resolution to Accept the Transfer of Governance from the City of Lancaster for Lancaster Fairfield Public Transit [Commissioners]
- 2024-06.25.c      A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category for Grant Fund #2908 for the Ohio Department of Transportation Grant For SFY2025 and Approval of Advance from the General Fund #1001 [Commissioners]
- 2024-06.25.d      A Resolution to Appropriate from Unappropriated into a Major Expenditure Object Category and Approve Memo Transactions for County Insurance Premiums Paid for Public Transit [Commissioners]
- Fairfield County Court of Common Pleas
- 2024-06.25.e      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas – Adult Probation; Fund # 2365, County Probation [Common Pleas Court]
- Fairfield County Domestic Relations Court
- 2024-06.25.f      A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of Capital Outlay [Domestic Relations Court]
- Fairfield County Emergency Management Agency
- 2024-06.25.g      A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from EMA Fund #2090/8221, COTS Grant Fund [EMA]
- Fairfield County Engineer
- 2024-06.25.h      A Resolution to Approve a Change Order for the 2024 Crack Sealing Project [Engineer]

Fairfield County Human Resources

2024-06.25.i A Resolution to Approve Updates to the Personnel Policy Manual for Fairfield County Employees [Fairfield County Human Resources]

Fairfield County Job and Family Services

2024-06.25.j A Resolution Authorizing the Approval of a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services [JFS]

2024-06.25.k A Resolution to Amend a Previously Approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division [JFS]

2024-06.25.l A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2018, Public Assistance [JFS]

Fairfield County Regional Planning Commission

2024-06.25.m A Resolution to Approve the Fairfield County Analysis Of Impediments To Fair Housing Plan [Regional Planning Commission]

Fairfield County Sheriff

2024-06.25.n A Resolution to Authorize the Establishment of a New Fund and 2024 Budget for the Marine Patrol Grant [Sheriff]

South Central Major Crimes Unit

2024-06.25.o A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category DLEF #7830, SF #8288, and JAG #7829, SF #8353 [Sheriff - Major Crimes Unit]

Payment of Bills

2024-06.25.p A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for Tuesday, July 9, 2024, at 9:00 a.m.

Adjourn

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

**Review Meeting**

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

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

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

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

**Recognition of Ted Schmelzer**

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

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

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

**Listen and Learn, Freedom's Never Free**

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

Commissioner Levacy asked why participation for the event has decreased.

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

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

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

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

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

**Stop Loss Conversation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Personnel Policy Manual Update**

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

### **Public Comment**

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

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

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

### **Legal Update**

None.

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**County Administration Update**

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

**Week in Review**

*Avive AED's*

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

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

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

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

Resolutions of note:

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

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

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

**Budget Review**

- No update

**Calendar Review/Invitations Received**

*Items Requiring Response*

*Informational Items*



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

**Correspondence Received**

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

**Old Business**

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

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

**New Business**

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

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

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

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

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

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

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

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

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

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

**Regular (Voting) Meeting**

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

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

**Pledge of Allegiance**

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

**Announcements**

There were no announcements.

**Approval of Minutes for June 11, 2024**

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

Roll call vote of the motion resulted as follows:

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

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

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

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

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

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

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Engineer**

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

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

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

Roll call vote of the motion resulted as follows:

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

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

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

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

Roll call vote of the motion resulted as follows:

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

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

**Approval of Resolutions from the Fairfield County Family and Children First Council**

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

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

Roll call vote of the motion resulted as follows:

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

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

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

- 2024-06.18.l      A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)
- 2024-06.18.m      A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)
- 2024-06.18.n      A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

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

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

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

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

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

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

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

Roll call vote of the motion resulted as follows:

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

**Adjournment**

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

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

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

Roll call vote of the motion resulted as follows:

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

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



**A resolution authorizing the approval of a proclamation.**

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions; and

**WHEREAS**, the Commissioners have reviewed and approved the attached Proclamation.

---

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

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**Section 1.** That the Board of Commissioners approves the attached Proclamation of Recognition.

Prepared by: Bennett Niceswanger

# Fairfield County Board of Commissioners

## *A Proclamation Recognizing The Fisher Catholic Boys 4x800 Relay Team*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions of outstanding achievement and significance; and

**WHEREAS**, Landen Funk, Nathan Krile, Reece Hagy, Jack Gentile sealed the 4x800 state title at the 2024 Division III state track and field meet; and

**WHEREAS**, Jack Gentile secured a second state title for Fisher Catholic High School one day later by winning the 800; and

**WHEREAS**, the accomplishments of the Fisher Catholic Boys 4x800 Relay Team has brought great honor and pride to Fisher Catholic High School and Fairfield County.

**NOW THEREFORE**, the Fairfield County Board of Commissioners does hereby formally recognize and congratulate the Fisher Catholic Boys 4x800 Relay Team on their momentous achievement.

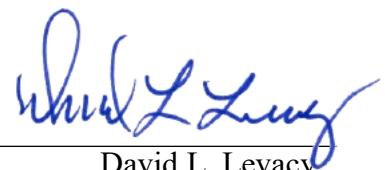
**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 11th Day of June in the Year of Our Lord, Two Thousand and Twenty-Four.



Steven A. Davis  
Commissioner



Jeffrey M. Fix  
Commissioner



David L. Levacy  
Commissioner



Signature Page

Resolution No. 2024-06.25.a

A Resolution Authorizing the Approval of a Proclamation

(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 accept the transfer of governance from the City of Lancaster for Lancaster Fairfield Public Transit.**

**WHEREAS**, the City of Lancaster's Public Transit Department, known as Lancaster Fairfield Public Transit ("LFPT"), has operated since 2020 to provide safe, affordable, and accessible transportation for all Fairfield County residents; and

**WHEREAS**, the Fairfield County Board of Commissioners, recognizing the need for expanded public transportation services throughout the County, and the need for additional funding to provide those services, approached the City to help procure new revenue streams for LFPT; and

**WHEREAS**, after much research, consultation, and discussion, it was determined that the County has access to additional grant funding that could be used for public transit services throughout Fairfield County which the City does not; and

**WHEREAS**, the County filed an application with ODOT to aid in the financing of capital and operating assistance projects pursuant to 49 USC Section 5311, and the Ohio Public Transportation Grant Program, the Ohio Elderly and Disabled Transit Fare Assistance Program and any other grants that become available through ODOT; and

**WHEREAS**, the City of Lancaster transferred assets and operations of the LFPT to the Fairfield County Board of Commissioners effective July 1, 2024 via Permanent Resolution 50-24; and

**WHEREAS**, additional legislation from the City of Lancaster addressed building lease (permanent ordinance 16-24), fuel purchase (permanent resolution 53-24), assignment of contracts (permanent resolution 52-24), financial commitment for 2024 and 2025 (permanent resolution 51-24), and ongoing support (permanent resolution 55-24); ongoing financial support to pay for years 2025 and 2026 in 2025 (permanent resolution 63-24);and

**WHEREAS**, a Memorandum of Understanding between the City of Lancaster and the County has been completed that sets forth the ongoing support that the City of Lancaster has committed to through 2028 as well as the commitment by the County to continue to provide transit services to the City of Lancaster.

**A resolution to accept the transfer of governance from the City of Lancaster for Lancaster Fairfield Public Transit.**

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**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 accept the transfer of governance from the City of Lancaster for the Lancaster Fairfield Public Transit.

**SECTION 2.** The Board hereby agrees to enter into this MOU to outline their respective current and future obligations related to the transfer of operations of LFPT from the City to Fairfield County, effective July 1, 2024.

Prepared by: Aundrea Cordle  
cc: Aaron Kennedy, LFPT Transit Director  
Rick Szabrak, Economic and Workforce Development Director

# MOU for Ongoing Support

TEMPORARY RESOLUTION NO. 54-24

PERMANENT RESOLUTION NO. 55-24

A RESOLUTION AUTHORIZING THE SERVICE SAFETY DIRECTOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS FOR ONGOING FINANCIAL SUPPORT FOR LANCASTER-FAIRFIELD PUBLIC TRANSIT

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, as a part of that, City Council is considering Temporary Resolution 49-24\* which will obligate the City to provide ongoing financial support for Lancaster-Fairfield Public Transit during City Council's current term; and

WHEREAS, the Fairfield County Board of County Commissioners desires that the City of Lancaster commit to funding Lancaster-Fairfield Public Transit as a County Department for a minimum of five (5) years at the current rate of One Hundred Fifty Thousand Dollars (\$150,000.00) per year; and

WHEREAS, a Memorandum of Understanding is necessary to document the City and Fairfield County's agreement as to the City's ongoing financial support; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the Service Safety Director is hereby authorized to negotiate and enter a Memorandum of Understanding with the Fairfield County Board of County Commissioners regarding the City's on-going financial support for Lancaster-Fairfield Public Transit, including One Hundred Fifty Thousand Dollars (\$150,000.00) annually, for the years 2026, 2027, and 2028.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 2<sup>nd</sup> reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kurt M. Cull

[Signature]  
President of Council

[Signature]  
Mayor

Offered by: Mary R. Turner

Second by: [Signature]  
Requested by: Public Works Committee

# FUEL

TEMPORARY RESOLUTION NO. 51-24

PERMANENT RESOLUTION NO. 53-24

A RESOLUTION AUTHORIZING THE SERVICE SAFETY DIRECTOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS FOR USE OF THE CITY OF LANCASTER DEPARTMENT OF TRANSPORTATION'S FUEL DEPOT

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, Lancaster-Fairfield Public Transit currently uses the City Department of Transportation's Fuel Depot to refuel its transit vehicles to advance operational efficiency due to the proximity of the Fuel Depot to Lancaster-Fairfield Public Transit's facilities; and

WHEREAS, the City and Fairfield County desire that Lancaster-Fairfield Public Transit continue to use the City's Fuel Depot for the same reason after the City transfers Lancaster-Fairfield Public Transit's assets and operations to the Fairfield County Board of County Commissioners; and

WHEREAS, a Memorandum of Understanding is necessary to document the City and Fairfield County's agreement as to the use of the City's Fuel Depot, which has been attached hereto as Exhibit A; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Service Safety Director is hereby authorized to negotiate and enter into the Memorandum of Understanding attached hereto as Exhibit A with the Fairfield County Board of County Commissioners regarding Lancaster-Fairfield Public Transit's on-going use of the City Department of Transportation's Fuel Depot on and after July 1, 2024.

SECTION 2. That the Memorandum of Understanding in the form presently attached hereto as Exhibit A is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the Service Safety Director. This Council further authorizes the Service Safety Director, for and in the name of the City, to execute any amendments to the Memorandum of Understanding, which amendments are not inconsistent with this Resolution and not substantially adverse to the City.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3<sup>rd</sup> reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kat M Curt

  
President of Council

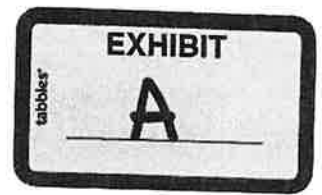
Offered by: Mary P. Tlman

Second by: Steve Lichty

Requested by Public Works Committee

Mayor

Jon A. McDaniel



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is undertaken by and between the City of Lancaster, Ohio (“City”), 104 E. Main Street, Lancaster, Ohio 43130 and the Fairfield County Board of County Commissioners (“County”), 210 E. Main Street, Lancaster, Ohio 43130 in accordance with the terms and provisions set forth herein.

### RECITALS

Whereas, City and County agree that Lancaster-Fairfield Public Transit (“LFPT”) and the residents of Fairfield County will best be served by transferring the operations and assets of LFPT to County; and

Whereas, LFPT’s current facilities are located near City’s Department of Transportation Fuel Depot (“Fuel Depot”), which increases operational efficiency for purposes of refueling LFPT’s vehicles; and

Whereas, City and County desire that LFPT’s vehicles continue to refuel at City’s Fuel Depot on the same terms and conditions as other entities that use City’s Fuel Depot;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, City and County agree and bind themselves, their agents, employees, successors, and permitted assigns as follows:

**Section 1. Term.** This Agreement shall commence the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and shall continue in full force and effect for five (5) years unless otherwise terminated in accordance with Section 2 of this Agreement.

**Section 2. Termination.** This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party for any reason. Upon written notification of termination by either party, County shall promptly return all fuel fobs and pay any outstanding fuel fees due to City in its sole discretion.

**Section 3. Costs.** City shall purchase and make available fuel for use by LFPT vehicles at its Fuel Depot. County agrees to pay the cost of all fuel pumped using LFPT fuel fobs and a per gallon surcharge to cover the expenses associated with operating the Fuel Depot. These costs shall be billed to LFPT monthly and shall be paid within thirty (30) days.

**Section 4. Use.** County agrees to use City’s Fuel Depot exclusively for the purpose of refueling LFPT vehicles. All County use shall be performed in compliance with all applicable laws, rules, regulations, and safety requirements.

**Section 5. Amendments.** This Agreement may be amended by City and County only by written amendment executed by both parties.

**Section 6. No Transfer of Liability.** Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

**Section 7. Insurance.** County is solely responsible for insuring itself, its employees, and agents from any and all losses or damages from use and/or operation of the City's Fuel Depot.

**Section 8. Assignment; Subcontractors.** County may not assign or subcontract this Agreement or its rights or obligations hereunder without the prior written consent of City, which consent may be withheld in City's sole discretion. Any assignment or subcontract in contravention of this Section shall be void.

**Section 9. Successors and Assigns.** The provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

**Section 10. Relationship of Parties.** Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than as set forth herein nor be deemed to vest any rights, interests or claims in any third parties (including the public at large). The parties do not intend to waive any privileges or rights to which they may be entitled.

1. **Section 11. Governing Law and Venue.** This Agreement is being executed and delivered in Fairfield County, State of Ohio and shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Ohio exclusive of the laws in Ohio relating to conflict of laws. In addition, any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in the Municipal Court or Court of Common Pleas located in Fairfield County, Ohio.

IN WITNESS WHEREOF, City and County have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first written above.

CITY OF LANCASTER, OHIO

FAIRFIELD COUNTY BOARD OF  
COUNTY COMMISSIONERS  
County Commissioners:

Service Safety Director:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

City of Lancaster:

Fairfield County:

*Stephanie L. Hall*

\_\_\_\_\_  
Law Director & City Prosecutor

\_\_\_\_\_  
Assistant Prosecuting Attorney



## LFPT TRANSFER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made and entered into on this 24<sup>TH</sup> day of JUNE, 2024 by and between the City of Lancaster, Ohio (“City”), an Ohio municipal corporation, 104 E. Main Street, Lancaster, Ohio 43130, and the Board of County Commissioners for Fairfield County, Ohio (“County”), 210 E. Main Street, Lancaster, Ohio 43130, in accordance with the terms and conditions set forth herein.

### RECITALS

WHEREAS, City and County agree that Lancaster-Fairfield Public Transit (“LFPT”) and the residents of Fairfield County will best be served by transferring the operations and assets of LFPT to County; and

WHEREAS, to that end, pursuant to Permanent Resolution 50-24, City authorized the transfer of the assets and operations of LFPT to County by or before July 1, 2024; and

WHEREAS, Permanent Resolutions 51-24 and 63-24 authorized City to provide ongoing financial support to County for LFPT operations for the years 2024, 2025, 2026, 2027, and 2028; and

WHEREAS, all of the resolutions referenced herein were considered and passed in open meetings of Lancaster City Council pursuant to Ohio’s Open Meetings Act;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, City and County agree and bind themselves, their agents, employees, successors, and permitted assigns as follows:

**Section 1. Term.** This Agreement shall commence on the 1<sup>st</sup> day of July 2024 and shall continue in full force and effect for the remainder of 2024, as well as the years 2025, 2026, 2027, and 2028 unless otherwise terminated in accordance with Section 2 of this Agreement.

**Section 2. Termination.** This Agreement may be terminated by either party ninety (90) days after providing written notice of intent to terminate to the other party, but no such notice shall be permitted before October 1, 2026. Furthermore, this Agreement shall terminate if City’s legislative authority does not appropriate the funds necessary to provide the financial support authorized in Section 6 of this Agreement for budget years 2027 or 2028.

**Section 3. Transfer of Assets and Operations.** Pursuant to Permanent Resolution 50-24, City has agreed to transfer all LFPT assets and operations to County. County shall promptly complete all necessary documentation, including but not limited to vehicle titles and registrations, to accept LFPT’s assets and operations.

**Section 4. Assumption of Contracts and Rider Information.** Pursuant to Permanent Resolution 52-24, City has assigned LFPT’s current executed service agreements to County. County shall promptly assume those agreements and provide the services contracted for thereunder. County shall also assume all contracts for the operation of LFPT, including but not limited to grants, utilities, software, and hardware. City’s LFPT rider information, whether contained in physical or digital files, shall transfer to County as well.

**Section 5. Services.** County agrees to continue to provide public transportation services for City and its citizens that are substantially similar to the services that LFPT currently provides. This includes maintaining LFPT routes within City limits in addition to providing any new services County

establishes for other riders. Additionally, County shall accept and maintain all current LFPT infrastructure located within City's right-of-way, otherwise known as bus stops, including benches, lighting, signage, and/or shelters in accordance with all laws and regulations.

**Section 6. Financial Support.** In exchange for the services provided for in Section 5, and pursuant to Permanent Resolutions 51-24 and 63-24, City shall pay County according to the table below unless this Agreement is terminated in accordance with Sections 1 or 2 or amended in writing at a future date in accordance with Section 7.

<b>Year</b>	<b>Amount</b>
July 1, 2024	\$75,000.00
January 31, 2025	\$300,000.00
January 31, 2027	\$150,000.00
January 31, 2028	\$150,000.00

**Section 7. Amendments.** This Agreement may only be amended in writing endorsed by City and County.

**Section 8. No Transfer of Liability.** Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

**Section 9. Insurance.** County shall be solely responsible for insuring itself, its employees, and agents from any and all losses or damages resulting from its operation of LFPT.

**Section 10. Assignment; Subcontractors.** County shall not assign or subcontract this Agreement or its rights or obligations hereunder without the prior written consent of City, which consent may be withheld in City's sole discretion. Any assignment or subcontract in contravention of this Section shall be void.

**Section 11. Successors and Assigns.** The provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

**Section 12. Relationship of Parties.** Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership, or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than as set forth herein nor be deemed to vest any rights, interests or claims in any third parties (including the public at large). The parties do not intend to waive any privileges or rights to which they may be entitled.

**Section 13. Governing Law and Venue.** This Agreement is being executed and delivered in Fairfield County, State of Ohio and shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Ohio exclusive of the laws in Ohio relating to conflict of laws. In addition, any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in the Municipal Court or Court of Common Pleas located in Fairfield County, Ohio, with no removal to federal court.

IN WITNESS WHEREOF, City and County have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first written above.

CITY OF LANCASTER, OHIO

Service Safety Director:

  
\_\_\_\_\_  
Carrie Woody

Approved as to form only:

City of Lancaster:

  
\_\_\_\_\_  
Law Director & City Prosecutor

BOARD OF COUNTY COMMISSIONERS  
FAIRFIELD COUNTY, OHIO

President:

\_\_\_\_\_  
David L. Levacy

Fairfield County:

\_\_\_\_\_  
Assistant Prosecuting Attorney

TEMPORARY RESOLUTION NO. 65-24

PERMANENT RESOLUTION NO. 63-24

A RESOLUTION TO AMEND PERMANENT RESOLUTION 55-24 AUTHORIZING THE SERVICE SAFETY DIRECTOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS FOR ONGOING FINANCIAL SUPPORT FOR LANCASTER-FAIRFIELD PUBLIC TRANSIT AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit ("LFPT") to the Fairfield County Board of County Commissioners ("Commissioners") to enhance the services provided to Fairfield County residents and take advantage of additional grant funding opportunities; and

WHEREAS, as a part of that, City Council approved Permanent Resolution 51-24 which will obligate the City to provide ongoing financial support for LFPT during City Council's current term of 2024 & 2025; and

WHEREAS, Permanent Resolution 55-24 was passed to address multiple issues with an MOU, including the Commissioners' desire that that the City commit to financially supporting LFPT for a minimum of five (5) years at the current rate of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the years 2026, 2027, and 2028; and

WHEREAS, now, for financial planning purposes, the Commissioners would prefer that the City contribute Three Hundred Thousand Dollars (\$300,000.00) in 2025 to cover years 2025 and 2026, instead of One Hundred Fifty Thousand Dollars (\$150,000.00) per year; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That Section 1 of Permanent Resolution 55-24 be amended to read as follows:

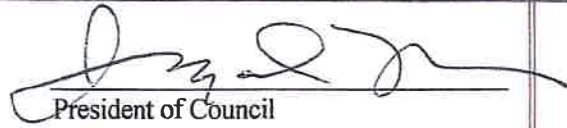
"That the Service Safety Director is hereby authorized to negotiate and enter a Memorandum of Understanding with the Fairfield County Board of County Commissioners regarding the City's on-going financial support for Lancaster-Fairfield Public Transit, including Three Hundred Thousand Dollars (\$300,000.00) in 2025 for the years 2025 and 2026, and One Hundred Fifty Thousand Dollars (\$150,000.00) annually for the years 2027 and 2028, in addition to Seventy Five Thousand Dollars (\$75,000.00) authorized in Permanent Resolution 51-24 for the remainder of 2024."

SECTION 2. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted prior to the transfer of LFPT from the City to the County; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

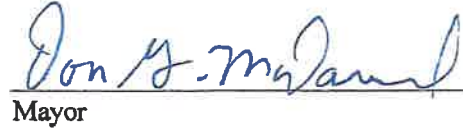
Passed: June 10, 2024 after 1<sup>st</sup> reading. Vote: Yeas 9 Nays 0

Date Approved: June 10, 2024

Clerk: Kat M. Cut

  
President of Council

Offered by: Mayor R. Turner

  
Mayor

Second by: Cory Schomonek

Requested by Public Works Committee

# LEASE for BUILDING

TEMPORARY ORDINANCE NO. 13-24

PERMANENT ORDINANCE NO. 16-24

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO NEGOTIATE AND ENTER INTO A LEASE AGREEMENT WITH THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE LANCASTER-FAIRFIELD PUBLIC TRANSIT FACILITIES AT 700 AND 746 LAWRENCE STREET, LANCASTER, OHIO, FOR TRANSIT SERVICES

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, Lancaster-Fairfield Public Transit currently operates from City buildings at 700 and 746 Lawrence Street, Lancaster, Ohio which advances operational efficiency due to the facilities' proximity to the City Department of Transportation's Fuel Depot; and

WHEREAS, the City and Fairfield County desire that Lancaster-Fairfield Public Transit continue to operate from 700 and 746 Lawrence Street, Lancaster, Ohio, after its assets and operations are transferred to the Fairfield County Board of County Commissioners on July 1, 2024; and

WHEREAS, to that end, the City obtained an appraisal for the value of those properties which concluded that their rental value was approximately Sixty Thousand Dollars (\$60,000.00) annually or Five Thousand Dollars (\$5,000.00) monthly; and

WHEREAS, the City intends to lease 700 and 746 Lawrence Street, Lancaster, Ohio to the Fairfield County Board of County Commissioners for Lancaster-Fairfield Public Transit operations for Five Thousand Dollars (\$5,000.00) per month beginning on July 1, 2024, see the Lease Agreement attached hereto as Exhibit A; and

WHEREAS, so long as Lancaster-Fairfield Public Transit continues to use the aforementioned properties exclusively for transit services that benefit Fairfield County and the City, the City is willing to waive the monthly rental amount as an in-kind contribution to Lancaster-Fairfield Public Transit in light of the fact that there is no debt to be serviced on those properties and because the in-kind contribution of rent will enable the Fairfield County Board of County Commissioners to obtain additional grant funding for Lancaster-Fairfield Public Transit; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Service Safety Director is hereby authorized to negotiate all terms and conditions as necessary and reasonable to achieve the intent of this ordinance and to enter into a Lease Agreement, attached hereto as Exhibit A, with the Fairfield County Board of County Commissioners for 700 and 746 Lawrence Street, Lancaster, Ohio exclusively for the operation of Lancaster-Fairfield Public Transit.

SECTION 2. That the Lease Agreement in the form presently attached hereto as Exhibit A is hereby approved and authorized with changes therein not inconsistent with this

ordinance and not substantially adverse to this City and which shall be approved by the Service Safety Director. This Council further authorizes the Service Safety Director, for and in the name of the City, to execute any amendments to the Lease Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to the City.

SECTION 3. That the initial lease term will be for a period of five (5) years.

SECTION 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3rd reading. Vote: Yeas 10 Nays 0

Approved: April 22, 2024

Clerk: Kristina Crites

[Signature]  
President of Council  
Tom H. McInnis  
Mayor

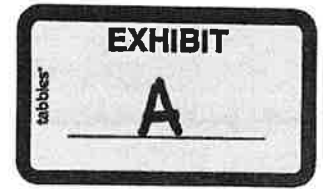
Offered by: Mary R. Tenor

Second by: [Signature]

Requested by Public Works Committee

I, Kristina Crites, Clerk of Council do hereby certify that on \_\_\_\_\_, 2024 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

\_\_\_\_\_  
Clerk of Council



## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Lancaster, an Ohio municipal corporation ("City" or "Lessor") and the Board of County Commissioners for Fairfield County, Ohio ("Commissioners" or "Lessee"), pursuant to the terms and conditions set forth below.

### ARTICLE I

#### 1.01 Description

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property ("Leased Premises") situated in the City of Lancaster, County of Fairfield, State of Ohio, and being more particularly described as follows:

Auditor's Parcel Nos. 0535811500, including one office structure with a garage with 10 overhead doors and service bays and 12 parking spaces, 0535023195, including its two metal pole barn structures and a parking lot, and 0535804000, including one storage structure and a bus parking lot, having a mailing address of 746 Lawrence Street, Lancaster, Ohio 43130, together with reasonable rights of ingress and egress over properties owned by Lessor.

#### 1.02 Lease Term

The term of this Lease shall be for a period of FIVE (5) YEARS commencing on July 1, 2024 (the "Lease Term") unless otherwise extended, modified or terminated, in writing, upon terms mutually agreed upon by the parties.

### ARTICLE II

#### 2.01 Rent

For the term year of this Lease, Lessee shall pay Lessor as rent for the Lease Premises the annual sum of \_\_\_\_\_.

Lessee may notify Lessor in writing within 30 days of June 15 during the Lease Term of Lessee's intent to discontinue this Lease. If said notification occurs, this Lease shall terminate as of June 30 of the year in which notification occurs.

All rent payments shall be due on or before July 1 of each year of the Lease Term and made payable to the "CITY OF LANCASTER" at the following address (unless otherwise designated by the Lessor in writing):

City of Lancaster  
Service-Safety Director's Office  
104 East Main Street  
Lancaster, Ohio 43130

Lessee shall deliver to Lessor the first annual rent payment at the time this Lease is executed.

### ARTICLE III

#### 3.01 Use of Premises

The Lease Premises shall be used by Fairfield County for the exclusive purpose of its transportation services during the Lease Term. Lessee shall not use the Leased Premises for any other purpose without the prior written consent, in writing, of Lessor.



## ARTICLE IV

### 4.01 Taxes and Assessments

Lessor shall pay and discharge all real estate taxes and assessments that are incurred or otherwise become due and payable during the Lease Term.

## ARTICLE V

### 5.01 Lessor's Insurance Obligations

Lessor shall maintain insurance coverage during the period of the Lease Term as follows:

1. Fire and extended coverage insurance on the Leased Premises in an amount not less than 100% of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date this Lease is executed. This coverage will include any improvements made by Lessee to the Leased Premises and agreed to by Lessor during the term of the Lease.
2. Flood and extended coverage insurance on the Leased Premises in an amount not less than 100% of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date this Lease is executed. This coverage will include any improvements made by Lessee to the Leased Premises and agreed to by Lessor during the term of the Lease.
3. Public liability insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate.

### 5.02 Lessee's Insurance Obligation

Lessee shall, within 30 days from the execution of this Lease, provide Lessor with evidence in the form of a Certificate of Insurance, and maintain during the entire Lease Term, insurance coverage as follows:

1. Public liability insurance in an amount not less than \$1,000,000.00 for injury to or death of any one person and not less than \$2,000,000.00 for injury to or the death of more than one person arising out of any one occurrence.
2. Personal property and/or renter's insurance in an amount not less than 100% of the value of Lessee's personal property stored on the Leased Premises.

### 5.03 Subrogation Waiver

Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its own insurance for recovery. Lessor and Lessee grant to each other, on behalf of any insurer or self-insurance providing insurance to either of them with respect to the Leased Premises, a waiver of any right of subrogation that any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

### 5.04 Proof of Coverage

The original copies of any insurance policy required under this Lease may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies not later than January 31 of each calendar year.

### **5.05 Failure to Secure**

If either party at any time during the Lease Term fails to secure or maintain the foregoing insurance, the other party shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums.

### **5.06 Fire and Casualty Damage**

If the building or other improvements on the Leased Premises should be destroyed by fire or other casualty, Lessee shall give notice thereof to Lessor as soon as practicable. If the Leased Premises should be damaged by fire or other casualty that renders the Leased Premises uninhabitable, this Lease shall terminate immediately and rent shall be abated for the unexpired portion of the Lease Term, effective as of the date of said occurrence of the damage. Lessor has the sole discretion in choosing whether or not to rebuild, repair or restore the Leased Premises, and upon what terms, in the event of property damage by fire or other casualty.

## **ARTICLE VI**

### **6.01 Waste and Nuisance**

Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

## **ARTICLE VII**

### **7.01 Lessor's Duties**

Lessor agrees to perform as follows during the Lease Term:

1. Lessor agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessor shall provide Lessee with keys or fobs necessary for access to the Leased Premises.
3. Lessor shall maintain the door locks, gates, and fencing for Lessee in their current location on the Leased Premises.
4. Lessor shall provide water, sewer, storm water, gas, and electric utilities to the Leased Premises.
5. Lessor shall maintain insurance with respect to the Leased Premises as set forth in Section 5.01 above and any costs associated with such services.
6. Lessor shall provide general facility maintenance for the Leased Premises, including but not limited to replacement of ceiling lights as needed.
7. Lessor shall provide access to Lessor's Fuel Depot for Lessee's LFPT vehicles.
8. Lessor shall provide snow plowing services for the parking lot of the Leased Premises and snow removal on front sidewalk of building and entrance, as needed.
9. Lessor shall be responsible for any salting and/or treatment for ice in the parking lot and adjoining rear entry to the Lease Premises and for the front sidewalk leading up to the public access doorway to the Leased Premises, as needed.
10. Lessor shall provide for the removal of trash and other waste from the Leased Premises (but no other janitorial or cleaning services) and the stocking of bathroom supplies including toilet paper, paper towels, and liquid soap for the currently installed bathroom dispensers only.

### **7.02 Lessee's Duties**

Lessee agrees to perform as follows during the Lease Term:

1. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessee shall be responsible for providing their own IT/telephone/communication services (e.g., Internet, telephone, copier, and fax) to the Leased Premises and shall bear the costs associated with such services.
3. Lessee shall be responsible for providing an alarm system, at Lessee's option, for the Leased Premises and shall bear any costs associated with such services.
4. Lessee shall be responsible for providing insurance for the Leased Premises as set forth in Section 5.02 above and any costs associated with such services.
5. Lessee shall be responsible for the cost of any alterations and improvements to the Leased Premises subject to the terms and conditions of Section 18.10 below.

## ARTICLE VIII

### 8.01 Alterations, Improvements and Fixtures

Lessee shall be permitted to alter or improve the Leased Premises with the prior approval of Lessor as set forth in Section 18.10 below.

## ARTICLE IX

### 9.01 Quiet Possession

Lessee shall have the right to peaceful and quiet enjoyment of the Leased Premises for the Lease Term, provided that Lessee pays rent and otherwise performs as required under this Lease.

## ARTICLE X

### 10.01 Delivery of Possession

If Lessor is unable, for any reason whatsoever, to deliver possession of the Leased Premises on the commencement date of this Lease as set forth in Section 1.02 above, this Lease shall become null and void and of no effect. Lessor shall forthwith return to Lessee any payments or other consideration, if any, delivered by Lessee to Lessor and the parties hereto shall be under no further obligation or liability to each other arising from this Lease.

### 11.01 Holdover

In the event Lessee holds over beyond the expiration of the stated Lease Term, such hold-over shall be deemed a year-to-year tenancy, and the amount of annual rent due and payable to Lessor shall remain \_\_\_\_\_ per year and continue at that annual rate until the tenancy is terminated as provided in this Lease or as set forth under Ohio law.

## ARTICLE XII

### 12.01 Condemnation

If, during the Lease Term or any extension or renewal thereof, the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should the Leased Premises be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate and portions of lump sum awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE XIII

### 13.01 Default by Lessee

In the event Lessee is in arrears more than 30 days, is otherwise in default for a period of more than 30 days, or should any other person other than Lessee secure possession of the Leased Premises or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law, in any manner whatsoever, Lessor shall deliver upon Lessee Notice of Default as prescribed in Section 18.13 below. Lessee shall have 10 business days to correct said default following the delivery of written notice by Lessor. If Lessee fails to cure the Default, Lessor may at its option, without notice to Lessee, terminate this Lease.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

## ARTICLE XIV

### 14.01 Inspection by Lessor

Lessee shall permit Lessor or his agents, after having been provided with reasonable notice, to enter into and upon the Leased Premises for the purposes of inspecting the Leased Premises, for maintaining any City utility, easement, traffic control device, or IT/telephone/communication network, or for making needed repairs or otherwise performing as required under this Lease.

## ARTICLE XV

### 15.01 Assignment by Lessee

Lessee shall not assign or transfer any right under this Lease without the prior written consent of Lessor, nor shall Lessee sublet the Leased Premises or any part or parts thereof or allow anyone to come in, through, or under it without the prior written consent of Lessor. Should Lessor agree to any assignment under this Lease, or to any sublet of the Leased Premises or part thereof, such act shall not operate to eliminate, sever, or exhaust any of Lessor's rights under this Lease.

### 15.02 Assignment by Lessor

Lessor shall have the right to assign all its interests or rights as set forth in this Lease, with prior written approval of Lessee. Should Lessee refuse to approve Lessor's assignment, then this Lease shall terminate effective 60 days after said refusal and occupancy shall thereafter be on a year-to-year basis until Lessee vacates the Leased Premises.

### 15.03 Right of First Refusal

If Lessor ever determines to sell the Leased Premises, Lessor shall provide Lessee the right of first refusal to purchase the Leased Premises from Lessor.

## ARTICLE XVI

### 16.01 Subordination

Lessee agrees that, at Lessor's option, this Lease may be subordinated to any mortgages or trust deeds that are now or may hereafter be placed upon the Leased Premises and to all advances to be made hereunder, and to the interest thereon, and all renewals, replacements and extensions necessary or appropriate to affect such subordination.

## ARTICLE XVII

### 17.01 Lessee's Estoppel

Lessee shall, from time to time, upon not less than 5 days prior written notice from Lessor, execute,

acknowledge and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this provision may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Leased Premises.

## **ARTICLE XVIII**

### **18.01 Parties Bound**

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

### **18.02 Governing Law**

This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of Fairfield County, Ohio.

### **18.03 Legal Construction**

In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the remainder of this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **18.04 Sole Agreement of the Parties**

This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, written or oral, with respect to the subject matter addressed herein.

### **18.05 Amendment**

No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

### **18.06 Rights and Remedies Cumulative**

The rights and remedies as provided in this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### **18.07 Waiver of Default**

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

### **18.08 Excuse**

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is

unable, wholly or in part, to prevent or overcome.

**18.09 Time of Essence**

Time is of the essence with regard to all aspects of this Lease.

**18.10 Signs and Alterations**

Lessee shall not erect or install any exterior or interior window or door sign, any advertising media or window or door lettering, or any placards without the prior consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable to Lessor, such as loudspeakers, phonograph or radio broadcasts in a manner to be heard outside the Leased Premises.

Lessee shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or painting, or build any fences, without the prior consent of Lessor.

Lessee shall make no alterations, additions or improvements to the Leased Premises without the prior consent of Lessor. Lessor rents the Leased Premises "as is" and any alterations or additions by Lessee are at the sole cost and expense of Lessee. All alterations, additions, improvements, and fixtures, other than trade fixtures, which are present or which may be installed in the future, by either party, upon the Leased Premises and which are attached to the floors, walls or ceilings, shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation, or injury.

**18.11 Rules and Regulations**

Lessor may, from time to time, adopt and impose rules and regulations respecting use and occupancy of any common areas of the Leased Premises, or any real estate of which the Leased Premises constitutes a part. Upon adoption by Lessor, said rules and regulations shall be deemed a part of this Lease and incorporated as if rewritten herein, and shall be binding upon Lessee and Lessee's agents, servants, and employees, and all persons visiting the Leased Premises or claiming under Lessee.

Lessor may alter, rescind, or modify such rules and regulations, which shall take effect immediately after notice thereof in writing is served upon Lessee. Failure by Lessee to comply with any such rules and regulations shall be deemed a breach and default of this Lease.

**18.12 Memorandum of Lease**

Lessee agrees that Lessor, at Lessor's option, may require Lessee to execute a Memorandum of Lease for recording with the Fairfield County Recorder in lieu of recording this Lease. If Lessor, at Lessor's sole discretion, deems such action to be appropriate, Lessee shall execute said Memorandum of Lease within 10 days of being presented with the Memorandum of Lease for execution.

**18.13 Notices**

Any notice required or permitted to be given under this Lease shall be made in writing and shall be delivered by hand, telecopy or by certified U.S. Mail, return receipt requested, as follows:

TO LESSOR:  
City of Lancaster  
Service-Safety Director's Office  
104 E. Main Street  
Lancaster, Ohio 43130

TO LESSEE:

Fairfield County Commissioners  
210 E. Main Street  
Lancaster, Ohio 43130

**18.14 Pronouns**

Words of any gender herein shall include the other gender where appropriate.

**18.15 Captions and Paragraph Headings**

The captions of the several paragraphs of this Lease are not part of the context hereof, but are only guides or labels to assist in locating and reading the several provisions hereof.

**18.16 Binding Effect**

This Lease shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives, of any type whatsoever, and may not be modified unless done so in writing and signed by the parties hereto.

**18.17 Other Agreements**

This Lease shall not alter or affect any other existing lease agreements of Lessor regarding the subject property.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Lease Agreement as of the day and year first above written.

FOR LESSOR:

\_\_\_\_\_  
Paul D. Martin  
Service-Safety Director  
City of Lancaster

FOR LESSEE:

\_\_\_\_\_  
David L. Levacy, President  
Board of County  
Commissioners Fairfield  
County, Ohio

*Approved as to form:*

\_\_\_\_\_  
Law Director and City Prosecutor's Office City  
of Lancaster, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney,  
Fairfield County Prosecutor's Office

STATE OF OHIO

SS:

COUNTY OF FAIRFIELD

Before me, a Notary Public, in and for said State, personally appeared the above-named David L. Levacy, President of the Fairfield County Board of Commissioners, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF OHIO

SS:

COUNTY OF FAIRFIELD

Before me, a Notary Public, in and for said State, personally appeared the above-named \_\_\_\_\_, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
NOTARY PUBLIC

# 24 + 25 Financial Commit

TEMPORARY RESOLUTION NO. 49-24\*

PERMANENT RESOLUTION NO. 51-24

**A RESOLUTION OF COMMITMENT TO CONTINUE PROVIDING FINANCIAL SUPPORT FOR LANCASTER-FAIRFIELD PUBLIC TRANSIT FOR 2024 AND 2025**

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to all Fairfield County residents and take advantage of additional grant funding opportunities; and

WHEREAS, the City intends to fully transfer the assets and operations of Lancaster-Fairfield Public Transit to Fairfield County on July 1, 2024, but desires to continue financially supporting Lancaster-Fairfield Public Transit for the remaining six (6) months of 2024 at the same rate it has previously; and

WHEREAS, the General Fund currently contributes One Hundred Fifty Thousand Dollars (\$150,000.00) annually to the operating expenses of Lancaster-Fairfield Public Transit; and

WHEREAS, the City expressly budgeted One Hundred Fifty Thousand Dollars (\$150,000.00) for this purpose in 2024, half of which - Seventy-Five Thousand Dollars (\$75,000.00) - was allocated to pay for operating expenses in the remaining six (6) months of 2024; and

WHEREAS, Fairfield County would appreciate the continued financial support of the City for Lancaster-Fairfield Public Transit at the same rate in 2025; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City Auditor is hereby authorized to make payment to the Fairfield County Board of County Commissioners in the amount of Seventy-Five Thousand Dollars (\$75,000.00) by or before July 1, 2024, to continue funding Lancaster-Fairfield Public Transit operations for the remaining six (6) months of 2024.

SECTION 2. That the City Auditor is hereby authorized to make payment to the Fairfield County Board of County Commissioners in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) by or before January 31, 2025, to continue funding Lancaster-Fairfield Public Transit operations in 2025.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3rd reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kat M. Cut

  
President of Council

Offered by: Mary R. Tener Mayor

Second by: [Signature]

Requested by Public Works Committee

Jon M. McJanet

# ASSIGNMENT of CONTRACTS

TEMPORARY RESOLUTION NO. 50-24

PERMANENT RESOLUTION NO. 52-24

A RESOLUTION TO ASSIGN THE CONTRACTS OF LANCASTER-FAIRFIELD PUBLIC TRANSIT TO THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS AS OF JULY 1, 2024

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, the City currently has ten (10) executed contracts or service agreements to provide transit services to various public and private entities, see Exhibit A attached hereto, who rely on Lancaster-Fairfield Public Transit for those services; and

WHEREAS, the City and Fairfield County would like to ensure that none of Lancaster-Fairfield Public Transit's current contracts or services are disrupted by the transfer of operations on July 1, 2024; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Service Safety Director and Lancaster-Fairfield Public Transit Director are hereby authorized to execute any and all agreements necessary to assign all current City transit service agreements, including those in Exhibit A attached hereto, to the Fairfield County Board of County Commissioners by or before July 1, 2024.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3rd reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kurt M. Cut

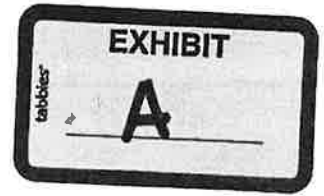
[Signature]  
President of Council

[Signature]  
Mayor

Offered by: Mary R. Tenn

Second by: [Signature]

Requested by Public Works Committee



**SERVICE AGREEMENT**  
Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
Eastland-Fairfield Career Center

**WHEREAS**, the Lancaster-Fairfield Public Transit, hereinafter referred to as LFPT, agrees to provide transportation to students of Eastland-Fairfield Career Center, hereinafter referred to as the School; and

**WHEREAS**, the School agrees to purchase said services from LFPT;

**NOW THEREFORE**, LFPT and the School agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are as follows, Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year’s Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$25.00 per trip to the pre-determined (5) locations agreed upon between LFPT and School. This rate shall apply to each one-way trip for the 2023-2024 school year. Trips traveling outside of the pre-determined (5) locations agreed upon by LFPT and School will be assessed for availability and will be charged at \$5.00 per additional location when schedule permits.
3. **AUTHORIZATION.** The School will prepare a list of persons who are approved to authorize or cancel student rides and submit list to LFPT. The School is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The School will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPTS GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff, Licking County Sheriff or a Designee of either entity declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual’s mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the student is a child under the age of ten, the School will either
  - A) Provide a responsible adult to accompany the student as a personal care attendant,

**OR**

- B) Provide LFPT with written authorization from the parent(s) or guardian of the student providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the student upon drop off at a residence.

In addition, the School will provide LFPT with a contact name and phone number at the alternative school location.

8. **RIDE CANCELLATIONS.** School agrees to notify LFPT Immediately of any cancellations. To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the School at a rate of \$25.00. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. School may also cancel by calling 740-681-5086 option 1 and leaving a voicemail of cancelation after business hours.
9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular trip rate. LFPT will call the School to report that the student was not available for pick-up as scheduled.
10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle:
- |                       |  |
|-----------------------|--|
| A) Smoking            | D) Consumption of alcoholic beverages            |
| B) Expectorating      | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment                             |
|                       | G) Concealed Weapons                             |
- LFPT reserves the right to deny service permanently or temporarily or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the School will be notified immediately. The student will not be transported until reauthorized in writing by the School.
11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.
12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the School. Payment will be due within 30 days of statement date.
13. **INDEMNITY AND LIABILITY INSURANCE.**  
*Indemnity:* LFPT will indemnify and hold harmless the Eastland-Fairfield Career Center against any loss, penalties, damage, settlements, costs, professional fees and/or other related expenses incurred through the provision of services under this contract, unless a student or employee of said school district acts maliciously or with gross neglect.

*Insurance:* LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

14. **CIVIL RIGHTS.** LFPT and the School agree that, as a condition to this contract, there shall be no discrimination against any student 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 LFPTS will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on August 2023 and terminates on MAY 2023. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 13<sup>th</sup> day of September 2023, by their respective authorized officials.

**Lancaster-Fairfield Public Transit**

Chasilyn Carter  
Chasilyn Carter, Director

**Eastland-Fairfield Career Center**

Dwight Carter, TREASURER  
Dwight Carter, Director of Student Support Systems

Administrative Office:  
746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858  
Fax: 681-5088

Billing Address:  
4300 Amalgamated Pl  
Groveport OH 43125  
Phone: 614.836.4530 ext. 1510

**Purchase of Service Contract  
Fairfield County Board of Developmental Disabilities  
and  
Lancaster Public Transit System**

This contract is made and entered into this October 16, 2023, by and between Fairfield County Board of Developmental Disabilities (Agency) and Lancaster-Fairfield Public Transit (Vendor), 746 Lawrence Street, Lancaster, Ohio 43130 (Vendor).

1. **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, AGENCY agrees to purchase from, and vendor agrees to furnish to AGENCY those specific services detailed in this contract with Lancaster-Fairfield Public Transit.
2. **Purpose of Contract:** The purpose of this contract is to provide individual transportation services to the customers of AGENCY. The Vendor will supply transportation services to AGENCY as specified within this purchase of service contract.
3. **Contract Period:** This contract shall be effective from January 1, 2024, through December 31, 2024.
4. **Cost of Services to be Provided:**

**Definitions:** A trip is defined as including the time a customer boards a vehicle until the customer exits that vehicle. All trips will be considered "door-to-door" trips in which the driver will knock on the door of the pick-up locations and be available to assist the customer to board or exit the vehicle as necessary. Drivers will not enter building or facilities, but instead will use the vehicle horn to alert the customer of arrival if he or she is unable to know without entering a building or facility.

**Within the defined LFPT Service Area Cost per trip**      \$18.00

**Outside the defined LFPT Service Area Cost per trip**      \$18.00 plus \$3.50 per loaded mile.

**Fee for "No Shows"**

A "No Show" is defined as a driver arriving to pick up a customer, without the customer boarding the vehicle. Vendor will make reasonable attempts to contact the customer to let the customer know the bus is outside and waiting. These attempts may include the driver honking, knocking on the door or the LFPT Dispatcher phoning the residence. After 5 minutes of no response from the customer, the driver will be instructed to pull away.

Fees charged for "No Show" trips will be billed at the regular rate of \$18.00 . It is to the benefit of Agency and Vendor to cancel rides as soon as is practical in order to reduce the number of "No Shows".



1. **Roles and Responsibilities:**

**AGENCY will assist the vendor in the following manner:**

- a) AGENCY will provide a list of personnel who are approved to authorize customer rides
- b) AGENCY will notify vendor of additional riders by 12:00 p.m. on the day before the ride is needed.
- c) AGENCY will cancel a ride by contacting the vendor at least one hour before the scheduled pick-up time. If the ride is cancelled "timely" there will be no charge for the trip.
- d) AGENCY will suspend or terminate passengers who violate LFPT standards. The following behaviors are prohibited by passengers: smoking, eating, drinking, consumption of alcoholic beverages, rude or offensive behavior, abusive language or behavior, sexual harassment, unauthorized carrying of concealed weapons.

**Vendor will provide the following:**

- a) LFPT will provide a written reply via Fax or email upon receipt of the ride scheduling information within 1 business day to either confirm or deny the requested trip.
- b) LFPT guarantees that it will complete all accepted rides 100% of the time and guarantees the customer will arrive at their scheduled appointment on time at least 95% of the time.
- c) LFPT will notify AGENCY within one (1) business day if the customer was a "no show" any portion of the trip.
- d) LFPT shall read the AGENCY contract with the Ohio Department of Developmental Disabilities (DODD), and, as a condition of its participation in the Title XX program, Lancaster-Fairfield Public Transit hereby understands and agrees to adhere to all of the terms and conditions applicable to the AGENCY set forth in the DODD contract.

2. **Hours of Operation:** Vendor agrees to provide transportation service to AGENCY within the normal operating hours. There will be no transportation services provided for the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

3. **Trip Requests:** See attached identified as Exhibit A. AGENCY agrees to facilitate trip requests using this form. This form is to be e-mailed to [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us) and to [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us) or faxed to (740) 681-5088. LFPT will respond to the requests within 1 business day to confirm receipt and acceptance of the trip to the individual listed as the ICS.

4. **Communication:** In case of cancellations or other changes regarding trips, Vendor will provide a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086. Changes and/or cancellations may also be e-mailed to [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us) and [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us).

5. **Incllement Weather:** Vendor agrees to notify AGENCY of any reductions in service. Vendor will also notify all local media (Channels 4, 6, and 10. Radio stations 90.9 and WLOH) of any closures. Vendor typically operates during level one and two emergencies with limited interruptions in service. In the case of a level 3 emergency, the Vendor will not operate. The Vendor agrees to notify AGENCY of any interruptions in service and/or cancellations prior to 6:00 am.
6. **Range of Service:** Vendor agrees to provide transportation service within the defined service area. Vendor is also permitted to provide transportation services beyond the defined service area within a 100-mile radius from the limits of the defined service area if the fully allocated costs of the trips are recovered. Vendor agrees to provide transportation services to AGENCY within the defined service area and within the allowable 100-mile radius surrounding the defined service area.
7. **Personal Care Attendants:** Vendor will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger. If a customer required a personal care attendant to accompany the customer, AGENCY will not be charged additional fees.
8. **Policy on Transportation of Minor Children:** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children, and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by Vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.
9. **Employee Information:** Vendor is willing to provide AGENCY any necessary employee information so that AGENCY may conduct background investigations to determine that no LFPT employees represent any potential conflict of interest that may compromise the safety of AGENCY customers.
10. **Confidentiality:** Vendor agrees to comply with all Federal and State laws applicable to AGENCY and/or customers of AGENCY concerning confidentiality of AGENCY customers. Vendor agrees that the use or disclosure of information concerning AGENCY customers for any purpose is prohibited.

Vendor will be required to comply with 42USC Sections 1320d through 1320d-8, and to implement regulations 45CFR Section 164.504 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPPA) of 1996. Protected Health Information (PHI) is information received by the vendor from or on behalf of AGENCY that meets the definition of PHI as defined by HIPPA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

11. **Equal Employment Opportunity:** Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
12. **Invoicing:** Vendor shall submit monthly an accurate and complete invoice to the AGENCY for services provided during the previous month. AGENCY will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices will be submitted in a Microsoft Excel format and will be directed to a specific person indicated by AGENCY.
13. **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Upon ninety (90) days written notice given by either party (AGENCY or Vendor to the other) may terminate this contract.
14. **Conflict of Interest:** Vendor agrees not to 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 Vendor. Vendor shall make written disclosure of any and all financial transactions of the Vendor in which a member of the board or his/her immediate family is involved. Vendor agrees to the requirements of rule as applicable in the Ohio Administrative Code.
15. **Evaluation and Monitoring:** AGENCY, with cooperation of Vendor, will complete periodic monitoring and review activities as deemed necessary by AGENCY to ensure compliance with the terms of this contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
16. **Violation or Breach of Contract Terms:** Neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of the contract. Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. AGENCY may withhold any compensation and Vendor may withhold services until the amount of damages due is agreed upon or otherwise terminated.

**17. Civil Rights:** Vendor agrees 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 Vendor will comply with all appropriate Federal and State laws regarding such discrimination.

**18 Compliance Requirements:** Vendor shall perform its obligations under this contract in conformity with all applicable local, State and Federal rules, laws and regulations. The requirements 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 CFS Part 15.
- b) **Debarment and Suspension:** requiring compliance with Executive Orders 12549 and 12689
- c) **Lobbying:** requiring compliance for anti-lobbying provisions of 31 USC 1352.
- d) **Anti-Kickback Act:** requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) **Contract Work Hours and Safety Standard Act:** requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR Part 5
- f) **Davis-Bacon Act:** requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) **Energy Policy and Conservation Act:** requiring compliance with the Energy Policy and Conservation Act (PL94-165).

**19 Two Political Subdivisions:** The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

To meet their obligations, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to AGENCY. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full

force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

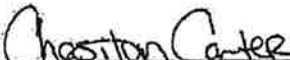
20. **Retention of Records:** Vendor shall retain and make available for audit by AGENCY, the State of Ohio (including, but not limited to, Ohio Department of Developmental Disabilities, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States Government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to AGENCY by Vendor for so long as any of the above entities have the right to audit the books and records of AGENCY, which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Vendor shall retain such records until the conclusion of the audit and resolution of all related issues.

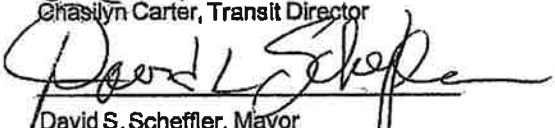
**21. Contact Information:**

- a) **Scheduling:** Amber Thimmes  
Phone 740.681.5086  
Fax 740.681-5088  
Email athimmes@ci.lancaster.oh.us
- b) **Administration:** Chasilyn Carter, Director  
Phone 740.687.6858  
Fax 740.681.5088  
Email ccarter@ci.lancaster.oh.us  
Courtney Martin, Administrative Assistant  
Phone 740.687.5086 EX 2206  
Email cmartin@ci.lancaster.oh.us
- c) **Billing**

CITY OF LANCASTER, PUBLIC TRANSIT

AGENCY: Fairfield County Board of DD

  
Chasilyn Carter, Transit Director

  
David S. Scheffler, Mayor

  
Cindy Hillberry – Assistant Superintendent

**EXHIBIT B**

**TRIP REQUEST FORM**

Date of Request \_\_\_\_\_

<b>ICS Phone#:</b>	<b>Email Address</b>

<b>Funding Source</b> (please circle)	<b>Adult Day Routes</b>	<b>Local Contract</b>	<b>Waiver Bill</b>
---------------------------------------	-------------------------	-----------------------	--------------------

**Person Being Transported**

<b>Name</b>	<b>DOB</b>	<b>Phone #</b>	<b>Emergency Contact Name</b>

<b>Pick-up Address</b>	<b>City/Zip</b>	<b>Drop Off Address</b>	<b>City/Zip</b>

**Begin Date for Transportation** \_\_\_\_\_ **End Date for Transportation** \_\_\_\_\_

<b>Frequency</b> (please circle)	<b>One Time Only</b>	<b>Recurring</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Appointment Date</b>							
<b>Appointment Time</b>							
<b>End Time</b>							

<b>Distance</b> (Please Circle)	<b>Wheelchair</b>	<b> Scooter</b>	<b> Walker</b>	<b> Door to Door</b>	<b> Oxygen</b>	<b> PCA</b>	<b> Other Device</b> (Describe)

**Special Instructions**

**PROSECUTOR APPROVAL PAGE**

Reference No. 2023-CON-0253

Reference Title: LPTS

The foregoing contract is approved as to legal form on October 26, 2023 for the Fairfield County Board of Developmental Disabilities.



---

Steven T Darrell

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

[steven.darrell@fairfieldcountyohio.gov](mailto:steven.darrell@fairfieldcountyohio.gov)

**Purchase of Service Contract  
Fairfield County Job & Family Services  
and  
Lancaster-Fairfield Public Transit System**

This contract is made and entered into this 1<sup>st</sup> day of July 2023, by and between Fairfield County Job and Family Services (FCJFS) and Lancaster-Fairfield Public Transit (LFPT) 746 Lawrence Street, Lancaster, Ohio 43130.

1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and vendor agrees to furnish to FCJFS those specific services detailed in this contract with LFPT.

2) **Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. LFPT will supply transportation services to FCJFS as specified within this purchase of service contract.

3) **Contract Period:** This contract shall be effective from July 1, 2023 through June 30, 2024. The contract services shall not exceed \$50,000.00.

4) **Cost of Services to be Provided:**

LFPT operates under regulations mandated by the Federal Transit Administration and the Ohio Department of Transportation regarding how subsidy grants are utilized. For contract service agreements, LFPT is required to charge the fully allocated cost for any service trip and all trips must either begin or end within the service area. A trip is defined as the time the customer boards a vehicle until the customer exits the vehicle. A ten-minute grace period is allowed before a wait-time is charged. Charges for wait times incur for every 30 minutes and any fraction thereof. The wait-time commences when a customer arrives at a destination point. Each time a customer re-boards a vehicle, it is considered a new trip. All trips must either begin or end in Fairfield County.

- **Fee per rider within the service area (City of Lancaster & Fairfield County):**  
\$14.18 per one-way trip, (per rider) within the service area. There will be no additional charges for persons required to accompany/escort the eligible customer to or from the approved destination.
- **Fee per loaded rate, per mile, once outside Fairfield County:**  
\$14.18 one-way ride, plus \$2.56 per mile.
- **Fee for wait-time:**  
\$9.00 for every 30 minutes following the (ten minute) grace period.

5) **Roles and Responsibilities:**



Fairfield County Job and Family Services will assist the transportation vendor in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will send trip requests via e-mail to the LFPT Director at [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us) and LFPT Scheduler at [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us)
- c) FCJFS will send trip requests by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- d) FCJFS will contact LFPT, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- e) FCJFS will not reimburse LFPT for those situations in which a customer is not actually transported, and advance cancelation is completed.
- f) FCJFS will not reimburse LFPT if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- g) FCJFS will encourage customers to cancel in advance.
- h) Any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- i) FCJFS realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.

LFPT will provide the following:

- a) LFPT will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.
- c) LFPT will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
- d) LFPT will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
- e) LFPT will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
- f) The contractor guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
- g) LFPT agrees any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will

note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.

- h) LFPT realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.
  - i) LFPT will provide a **written copy** of their Customer Service grievance policy/procedure.
  - j) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
    - o Smoking
    - o Eating or drinking
    - o Consumption of alcoholic beverages
    - o Rude, offensive, abusive language or behavior
    - o Sexual harassment
    - o Carrying concealed weapon
- 6) **Hours of Operation:** LFPT operating hours is Monday thru Friday 6:00 AM – 6:00 PM and Saturday 7:00 AM – 4:00 PM, with the exception for level three snow emergencies and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
- 7) **Range of Service:** LFPT will provide transportation services within the Fairfield County service area and up to 100 miles from the City of Lancaster as the schedule permits during regular operating hours.
- 8) **Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
- 9) **Sub-Contractors:** LFPT will not be using a sub-contractor.
- 10) **State and FBI Criminal Background Check:** LFPT will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. LFPTS will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, prior to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.

**Employee Information:** LFPT is willing to provide FCJFS any necessary employee information so that FCJFS may conduct background investigations to determine that no LFPT employees represent any potential conflict of interest that may compromise the safety of FCJFS customers.

- 11) **Transportation of Minors:** LFPT has no policy regarding minimum age to ride LFPT; however, the system is not responsible for securing passengers, and only assumes liability while the child is in the vehicle. LFPT, or subcontractor, is not liable for any passenger once they step off the vehicle; therefore, it is recommended that any passenger not capable of caring for themselves travel with a companion.
- 12) **Service Limitations:** To increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, LFPT will make every effort to provide return transportation at the requested time. LFPT is equipped to transport passengers with mobility devices, however prior notice of this special need is required.
- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPAA) LFPTS agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. LFPT agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

LFPT will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by LFPT from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** LFPT shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- 15) **Child Support Enforcement:** LFPT agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of LFPTS meet child support obligations established under state law. Further, by executing this contract, vendor 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.
- 16) **Invoicing:** LFPT shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
- 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or LFPT, upon thirty (30) days written notice given by either party to the other may terminate this contract.

- 18) **Conflict of Interest:** LFPT agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to LFPT. LFPT shall make written disclosure of any and all financial transactions of LFPTS in which a member of the board or his/her immediate family is involved. LFPTS agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of LFPT will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. FCJFS may withhold any compensation and Contractor may withhold services until the amount of damages due is agreed upon or otherwise terminated.
- 21) **Civil Rights:** LFPT 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.
- 22) **Compliance Requirements:** LFPT shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements 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 40CFR Part 15.
  - b) **Debarment and Suspension:** Requiring compliance with Executive Orders 12549 and 12689.
  - c) **Lobbying:** requiring compliance for Byrd 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 at 29 CFR part 5.
  - f) **Davis-Bacon Act:** requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
  - g) **Energy Policy and Conservation Act:** requiring compliance with the Energy Policy and Conservation Act (PL94-165).

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

24) **Insurance:** LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by the vendor. LFPT agrees to obtain and maintain at their expense, always throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. The vendor shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. The vendor shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.

25) **Retention of Records:** LFPT shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by LFPT for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, LFPT shall retain such records until the conclusion of the audit and resolution of all related issues.

26) **Contact Information:**

**Scheduling:** Amber Thimmes  
Phone Number: 740.681.5086 EX:2204  
e-mail Address: [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us)

**Administration:** Chasilyn Carter, Director  
Phone Number: 740.687.6858  
e-mail Address: [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us)

**Billing:** Courtney Martin, Administrative Assistant  
Phone Number: 740.681.5086 EX:2206  
Email: [cmartin@ci.lancaster.oh.us](mailto:cmartin@ci.lancaster.oh.us)  
746 Lawrence Street

Lancaster, Ohio 43130

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

\_\_\_\_\_  
Corey Clark – Electronically approved  
FCJFS Director  
Date

\_\_\_\_\_  
Krista Humphries – Electronically approved  
Deputy Director of Community Services  
Date

*Chasilyn Carter*  
\_\_\_\_\_  
Chasilyn Carter, Director  
Lancaster-Fairfield Public Transit System  
Date *3-21-23*

\_\_\_\_\_  
City of Lancaster Law Director & City Prosecutor's Office  
Approved as to form  
Date

\_\_\_\_\_  
Assistant Prosecuting Attorney  
Fairfield County – Electronically approved as to form  
Date

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

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

**STUDENT SERVICES DEPARTMENT**

**RESOLUTION**

**Be it resolved to enter into an Agreement between Lancaster City Schools and Lancaster Public Transit System to provide transportation for students during the 2023-2024 school year.**

**Said services are to be paid for through the General Funds/IDEA-VI and/or Preschool Funds.**

Respectfully Submitted by:

***Donna McCance***

**Donna McCance  
Assistant Superintendent  
Director-Student Services**

**May 2023**

# SERVICE AGREEMENT

Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
Lancaster City Schools

**WHEREAS**, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide special needs transportation students of Lancaster City Schools, hereinafter referred to as the school; and

**WHEREAS**, the school agrees to purchase said services from LFPT;

**NOW THEREFORE**, LFPT and the school agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours. LFPT is closed on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$17.60 per trip. This rate shall apply to each trip (base to base) for the 2023-2024 school year. In the event of additional riders consisting of the same pick-up location, an additional charge of \$5.00 per trip will be in effect per individual thereafter. These rates shall apply to each trip (base to base) for the 2023-2024 school year.
3. **AUTHORIZATION.** The school will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The school is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The school will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement. The school understands that this transportation is not a charter service and all transportation is open to the general public.
5. **LFPT GUARANTEE.** LFPT guarantees that it will perform all scheduled rides at the scheduled time unless the Fairfield County Sheriff or his designee declares an emergency and closes the roads.

LFPT guarantees that all drivers have completed and passed FBI/BCI checks as required by the State of Ohio for all public transit systems.

**PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.

6. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been



screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances. Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.

7. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least 30 minutes prior to the scheduled pick-up time. If a cancellation is not received at least 30 minutes in advance, the ride will be considered a "late cancellation" and will be billed to the school at a rate of \$17.60. Ride cancellations may be made through a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086.
8. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate.
9. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or students while on board any vehicle:
  - A) Smoking
  - B) Expectorating
  - C) Eating or Drinking
  - D) Consumption of alcoholic beverages
  - E) Rude, offensive, abusive language or behavior
  - F) Sexual harassment
  - G) Unauthorized carrying of weapons

LFPT reserves the right to deny service permanently or temporarily or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the school will be notified immediately. The student will not be transported until reauthorized in writing by the school. In addition to LFPT's rights to deny service, the school will not reauthorize transport for a student who has been denied service for behavior problems three times.

10. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the school. Payment will be due within 30 days of statement date.
11. **CIVIL RIGHTS.** LFPT and the school agree that, as a condition to this contract, there shall be no discrimination against any student 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.

12. **REQUIREMENTS OF CONTRACT**

- A) LFPT conducts FBI/BCI checks for all employees.

screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.

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9. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or students while on board any vehicle:
  - A) Smoking
  - B) Expectorating
  - C) Eating or Drinking
  - D) Consumption of alcoholic beverages
  - E) Rude, offensive, abusive language or behavior
  - F) Sexual harassment
  - G) Unauthorized carrying of weapons

LFPT reserves the right to deny service permanently or temporarily or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the school will be notified immediately. The student will not be transported until reauthorized in writing by the school. In addition to LFPT's rights to deny service, the school will not reauthorize transport for a student who has been denied service for behavior problems three times.

10. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the school. Payment will be due within 30 days of statement date.
11. **CIVIL RIGHTS.** LFPT and the school agree that, as a condition to this contract, there shall be no discrimination against any student 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.
12. **REQUIREMENTS OF CONTRACT**
  - A) LFPT conducts FBI/BCI checks for all employees.

- B) LFPT agrees to comply with 45 CFR 164.504e(1) for safeguarding and limiting access to information concerning beneficiaries.
- C) LFPT will allow the representatives of the US Department of Human Services, ODJFS, ODE or their respective designee access to books, documents, and records.
- D) LFPT acknowledges it is not suspended or debarred.

**13. TWO POLITICAL SUBDIVISIONS.** The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the parties lack authority to indemnify. Therefore, the parties understand and agree that each party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this contract. The parties agree to be individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this contract.

To meet their obligations, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to AGENCY. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect July 1, 2023 and terminates on June 30, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 23<sup>rd</sup> day of May, 2023, by their respective authorized officials.

**Lancaster-Fairfield Public Transit**

  
 Chasilyn Carter, Public Transit Director

**Lancaster City Schools**

  
 Dianne Marlinger  
 President, Board of Trustees

Administrative Office:

746 Lawrence Street  
 Lancaster OH 43130  
 Phone: 687-6858

Billing Address:

Lancaster City Schools  
 345 E. Mulberry Street  
 Lancaster, Ohio 43130



THE PLACE TO BE

# STUDENT SERVICES

March 23, 2023

## Criminal Background Check Documentation Form For Itinerant Special Education Teachers and Related Services Personnel

The Ohio Department of Education (ODE) and the Ohio Department of Job and Family Services (ODJFS) have cooperated to develop this notice to verify that the person(s) named below has met the criminal records check requirements of this agency as the employer of record.

The employee named below has had the required criminal records checks and the results of these checks have been reviewed and approved by this agency.

Name of Agency: Lancaster Fairfield Public Transit Date: 4/12/2023

List employee names below who will be working with Lancaster City Schools students as a result of our contract:

- Breana Scarborough
- David Cook
- Angela Thress
- Michael Laquinta
- Cynthia Heimerl

The employees listed above all have an FBI/BCI background check and the most recent copy is attached.

The employees listed above do not have any criminal records that prohibit them from working in a public school setting.

Signature: Christon Carter Title: Director

2780 Coonpath Road NE • Lancaster, Ohio 43130 • (740) 687-7360 • (740) 687-3425 (fax) • www.lancaster.k12.oh.us

**Purchase of Service Contract**  
**Learning Never Ends, LLC**  
**and**  
**Lancaster-Fairfield Public Transit**

This contract is made and entered into Sept 21, 2023, by Learning Never Ends (Vendor) and Lancaster-Fairfield Public Transit, 746 Lawrence Street, Lancaster, Ohio 43130 (LFPT).

1. **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, Vendor agrees to purchase from LFPT, and Vendor agrees to furnish to LFPT those specific services detailed in this contract.
2. **Purpose of Contract:** The purpose of this contract is to provide demand response transportation services to the customers of Vendor. LFPT will supply transportation services to Vendor as specified within this purchase of service contract.
3. **Contract Period:** This contract shall be effective from January 1, 2024-December 31, 2024.

4. **Cost of Services to be Provided:**

**Definitions:** A trip is defined per person as including the time a customer boards a vehicle until the customer exits that vehicle. All trips will be considered "curb-curb" unless requested as "door-to-door" (in which the driver will knock on the door of the pick-up location). Driver will be available to assist the customer to board or exit the vehicle as necessary. Drivers will not enter building or facilities, but instead will use the vehicle horn to alert the customer of arrival if he or she is unable to know without entering a building or facility.

Within the defined LFPT Service Area	\$18.00 per one-way trip
Outside the defined LFPT Service Area	\$18.00 plus \$3.50 per mile

**Fee for "No Shows"**

A "No Show" is defined as a driver arriving to pick up a customer, without the customer boarding the vehicle. LFPT will make reasonable attempts to contact the customer to let the customer know the bus is outside and waiting. This may include the driver honking, knocking on the door or the LFPT Dispatcher phoning the residence. After 5 minutes of no response from the customer, the driver will be instructed to pull away.

Fees charged for all other "No Show" trips will be billed at the rate of \$18.00 within the LFPT service area. It is to the benefit of Vendor to cancel rides as soon as is practical in order to reduce the number of "No Shows".

5. **Roles and Responsibilities:**

**Vendor will assist LFPT in the following manner:**

- a) Vendor will provide a list of personnel who are approved to authorize customer rides

- b) Vendor will notify LFPT of additional riders by 12:00 p.m. on the day before the ride is needed.
- c) Vendor will cancel a ride by contacting LFPT at least one hour before the scheduled pick-up time. If the ride is cancelled "timely" there will be no charge for the trip.
- d) Vendor will suspend or terminate riders who violate LFPT standards. The following behaviors are prohibited by riders while on board any vehicle: smoking, eating, drinking, consumption of alcoholic beverages, rude or offensive behavior, abusive language or behavior, sexual harassment, unauthorized carrying of concealed weapons.

**LFPT will provide the following:**

- a) LFPT will provide a written reply via Fax or email upon receipt of the ride scheduling information within 1 business day to either confirm or deny the requested trip.
- b) LFPT guarantees that it will complete all accepted rides 100% of the time and guarantees the customer will arrive at their scheduled appointment on time at least 95% of the time.
- c) LFPT will notify Vendor within one (1) business day if the customer was a "no show" any portion of the trip.
- d) As a condition of its participation in the Title XX program, LFPT hereby understands and agrees to adhere to all of the terms and conditions applicable to Learning Never Ends.

6. **Hours of Operation:** LFPT agrees to provide transportation service to Vendor within the normal operating hours. There will be no transportation services provided for the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
7. **Trip Requests:** See attached identified as Exhibit A. Vendor agrees to facilitate trip requests using this form. This form is to be e-mailed to [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us) and to [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us) or faxed to (740) 681-5088. LFPT will respond to the requests within 1 business day to confirm receipt and acceptance of the trip to the individual listed as the primary contact.
8. **Communication:** In case of cancellations or other changes regarding trips, LFPT will provide a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086. Changes and/or cancellations may also be e-mailed to [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us) and [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us).
9. **Inclement Weather:** LFPT agrees to notify Vendor of any reductions in service. LFPT will also notify all local media (Channels 4, 6, and 10. Radio stations 90.9 and WLOH) of any closures. LFPT typically operates during level one and two emergencies with limited interruptions in service. In the case of a level 3 emergency, LFPT will not operate. LFPT agrees to notify Vendor of any interruptions in service and/or cancellations prior to 6:00 am.
10. **Range of Service:** LFPT agrees to provide transportation service within the defined service area. LFPT is also permitted to provide transportation services beyond the defined service area within

a 100-mile radius from the limits of the defined service area if the fully allocated costs of the trips are recovered. LFPT agrees to provide transportation services to Vendor within the defined service area and within the allowable 100-mile radius surrounding the defined service area.

11. **Personal Care Attendants:** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger. If a customer required a personal care attendant to accompany the customer, Vendor will not be charged additional fees.
12. **Policy on Transportation of Minor Children:** LFPT, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, LFPT will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children, and are not responsible to “hand-off” passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by LFPT, that any vendor making such requests will provide prudent and necessary guardianship for the minor child during the transportation.
13. **Employee Information:** LFPT (and its Service Provider) is willing to provide vendor any necessary employee information so that vendor may conduct background investigations to determine that no LFPT (or service provider) employees represent any potential conflict of interest that may compromise the safety of vendor customers.
14. **Confidentiality:** LFPT agrees to comply with all Federal and State laws applicable to vendor and/or customers of vendor concerning confidentiality of vendor customers. LFPT agrees that the use or disclosure of information concerning vendor customers for any purpose is prohibited.

LFPT will comply with 42USC Sections 1320d through 1230d-8, and to implement regulations 45CFR Section 164.504€ regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by LFPT from or on behalf of vendor that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

15. **Equal Employment Opportunity:** LFPT shall comply with Executive Order 11246, “Equal Employment Opportunity” as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
16. **Invoicing:** LFPT shall submit monthly an accurate and complete invoice to the Vendor for services provided during the previous month. Vendor will review all invoices for accuracy before

making payment within 30-45 days after receipt of invoice. Invoices will be submitted in a Microsoft Excel format and will be directed to a specific person indicated by Vendor.

17. **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Upon ninety (90) days written notice given by either party (LFPT or Vendor to the other) may terminate this contract.
18. **Conflict of Interest:** LFPT agrees not to 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 Vendor, 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 Vendor. LFPT shall make written disclosure of any and all financial transactions of the Vendor in which a member of the board or his/her immediate family is involved. LFPT agrees to the requirements of rule as applicable in the Ohio Administrative Code.
19. **Evaluation and Monitoring:** LFPT, with cooperation of Vendor, will complete periodic monitoring and review activities as deemed necessary by LFPT to ensure compliance with the terms of this contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
20. **Violation or Breach of Contract Terms:** Neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of the contract. Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. Vendor may withhold any compensation and LFPT may withhold services until the amount of damages due is agreed upon or otherwise terminated.
21. **Civil Rights:** LFPT agrees 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 Vendor will comply with all appropriate Federal and State laws regarding such discrimination.
22. **Compliance Requirements:** LFPT shall perform its obligations under this contract in conformity with all applicable local, State and Federal rules, laws and regulations. The requirements 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 Vendor regulations 40 CFS Part 15.
  - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689
  - c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.



- d) **Anti-Kickback Act:** requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) **Contract Work Hours and Safety Standard Act:** requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR Part 5
- f) **Davis-Bacon Act:** requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) **Energy Policy and Conservation Act:** requiring compliance with the Energy Policy and Conservation Act (PL94-165).

23. **Retention of Records:** LFPT shall retain and make available for audit by Vendor, the State of Ohio (including, but not limited to, Ohio Department of Developmental Disabilities, 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 Vendor by LFPT for so long as any of the above entities have the right to audit the books and records of LFPT, which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, LFPT shall retain such records until the conclusion of the audit and resolution of all related issues.

24. **Private Entity:** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Vendor under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend Vendor for damages arising out of the negligent acts of Vendor or its officers, employees, agents and volunteers.

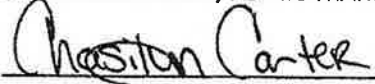
To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to Vendor. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

25. **Contact Information:**

- a) **Scheduling:** Amber Thimmes, Scheduler  
 Phone 740.681.5086 ext. 2204  
 Fax 740.681-5088  
 Email [athimmes@ci.lancaster.oh.us](mailto:athimmes@ci.lancaster.oh.us)

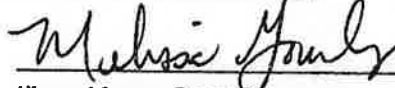
- b) Administration: Chasilyn Carter, Director  
Phone 740.687.6858  
Fax 740.681.5088  
Email [ccarter@ci.lancaster.oh.us](mailto:ccarter@ci.lancaster.oh.us)  
Courtney Martin, Administrative Assistant
- c) Billing Phone 740.681.5086 ext. 2206  
Email [cmartin@ci.lancaster.oh.us](mailto:cmartin@ci.lancaster.oh.us)

CITY OF LANCASTER, PUBLIC TRANSIT



Chasilyn Carter, Director

LEARNING NEVER ENDS, LLC



Kierra Mason, Executive Director

*Melissa Goudy, CEO/owner*

**EXHIBIT A**

**TRIP REQUEST FORM**

**Fairfield County Board of DD  
LFPT Trip Request Form**

Date of Request

ICS	ICS Phone #:	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>

Funding Source (please circle)    Adult Day Routes    Local Contract    Waiver Billing

<b>Person Being Transported</b>				
Name	DOB	Phone #	Emergency Contact Name	Contact's Phone #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Pick-up Address	City/Zip	Drop Off Address	City/Zip	Drop Off Phone#
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Begin Date for Transportation     End Date for Transportation

Frequency (please circle)    One Time Only    Recurring

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Appointment Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment Time	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
End Time	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Assistance (Please Circle)    Wheelchair    Scooter    Walker    Door to Door    Oxygen    PCA    Other Device (Describe)

<b>Special Instructions</b>
<input type="text"/>

**SERVICE AGREEMENT**  
Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
Pickerington Local School District

**WHEREAS**, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide special needs transportation to students of Pickerington Local School District, hereinafter referred to as the School; and

**WHEREAS**, the School agrees to purchase said services from LFPT;

**NOW THEREFORE**, LFPT and the School agree, and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year’s Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$20.00 per one-way trip per day (per vehicle) within Fairfield County. This rate shall apply to each round trip (base to base/school to school) for the 2023-2024 school year.
3. **AUTHORIZATION.** The school will prepare a list of persons who are approved to authorize or cancel student rides and submit list to LFPT. The school is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The school will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or a designee of either entity declares an emergency or closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual’s mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event the student is a child under the age of ten, the School will either
  - A) Provide a responsible adult to accompany the student as a personal care attendant,
  - OR
  - B) Provide LFPT with written authorization from the parent(s) or guardian of the student providing authorization to provide transportation AND a list of

individuals designated by the parent or guardian to assume responsibility for the student upon drop off at a residence.

In addition, the school will provide LFPT with a contact name and phone number at the alternative school location.

8. **RIDE CANCELLATIONS.** School agrees to notify LFPT immediately of any cancellations by contacting the LFPT dispatcher.
9. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day. LFPT will call the school to report that the student was not available for pick-up as scheduled.
10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle:
  - A) Smoking
  - B) Expectorating
  - C) Eating or Drinking
  - D) Consumption of alcoholic beverages
  - E) Rude, offensive, abusive language or behavior
  - F) Sexual harassment
  - G) Concealed Weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the school will be notified immediately. The student will not be transported until reauthorized in writing by the school.

11. **OPEN ROUTE.** Lancaster-Fairfield Public Transit will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.
12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the school. Payment will be due within 30 days of statement date.
13. **INDEMNITY AND LIABILITY INSURANCE.**

*Indemnity:* LFPT will indemnify and hold harmless the Pickerington Local School District against any loss, penalties, damage, settlements, costs, professional fees and/or other related expenses incurred through the provision of services under this contract, unless a student or employee of said school district acts maliciously or with gross neglect.

*Insurance:* LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

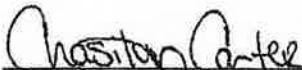
14. **CIVIL RIGHTS.** LFPT and the school agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further

agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on August 1, 2023 and terminates on June 15, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 7 day of September, 2023, by their respective authorized officials.

**Lancaster-Fairfield Public Transit**



Chasilyn Carter, Director

**Pickerington Local School District**



Administrative Office:

746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858  
Fax: 681-5088

Billing Address:

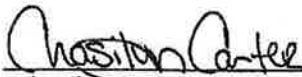
Attn:  
90 East Street  
Pickerington, OH 43147  
Phone: 614-834-2164  
Fax: 614-833-3641

agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

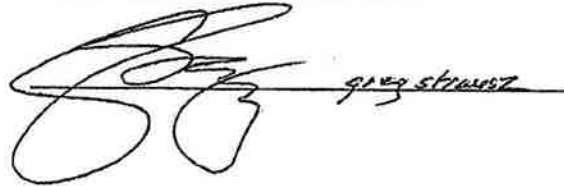
This Service Agreement takes effect on August 1, 2023 and terminates on June 15, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 8 day of Sept., 2023, by their respective authorized officials.

**Lancaster-Fairfield Public Transit**

  
Chasilyn Carter, Director

**Pickerington Local School District**

  
Greg Strawcz

Administrative Office:  
746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858  
Fax: 681-5088

Billing Address:  
Attn:  
90 East Street  
Pickerington, OH 43147  
Phone: 614-834-2164  
Fax: 614-833-3641

## SERVICE AGREEMENT

Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
Teenworks

**WHEREAS**, the Lancaster-Fairfield Public Transit System, herein after referred to as LFPT, agrees to provide transportation for Teenworks, herein after referred to as the Agency; and

**WHEREAS**, the Agency agrees to purchase said services from LFPT;

**NOW THEREFORE**, LFPT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. LFPT is closed on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$18.00 per trip. This rate shall apply to each round trip (base to base).
3. **AUTHORIZATION.** The agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to LFPT. The agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the agency will either
  - A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR



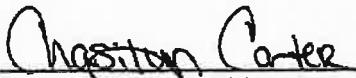
**Insurance:** LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. **CIVIL RIGHTS.** LFPT and the agency agree that, as a condition to this contract, there shall be no discrimination against any individual 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.

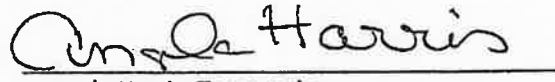
This Service Agreement takes effect on January 1<sup>st</sup>, 2024 and terminates on December 31, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 8<sup>th</sup> day of September, 2023, by their respective authorized officials.

**Lancaster Public Transit System**

  
Chasilyn Carter, Public Transit  
Administrator

**Teenworks**

  
Angela Harris, Teenworks  
Title: Executive Director

Administrative Office:

746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858  
Fax: 681-5088

Billing Address:

angelaharris@teenworks.biz

## SERVICE AGREEMENT

Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
YMCA

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide transportation in the Lancaster service area to students of YMCA, hereinafter referred to as the center; and

WHEREAS, the center agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the center agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. LFPT is closed on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$30.00 a day per vehicle to transport students. This rate shall apply to each round trip (base to base). Fee will be \$15.00 per one-way trip per vehicle.
3. **AUTHORIZATION.** The center will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The center is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The center will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will provide all accepted and scheduled rides, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation. In addition, the center will provide LFPT with a contact name and phone number at the alternative center location.
8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the center at the regular rate per day. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. If calling after our normal hours a voicemail may be left. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle: Smoking; Consumption of alcoholic beverages; expectorating; rude, offensive, abusive language or behavior; eating or drinking; sexual harassment; concealed weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the center will be notified immediately. The student will not be transported until reauthorized in writing by the center. In addition to LFPT's rights to deny service, the center will not reauthorize transport for a student who has been denied service for behavior problems three times.

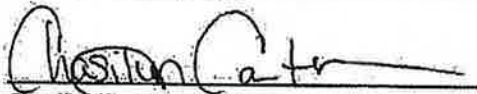
11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.
12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the center. Payment will be due within 30 days of statement date.
13. **CIVIL RIGHTS.** LFPT and the center agree that, as a condition to this contract, there shall be no discrimination against any student 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.
14. **PRIVATE ENTITY.** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Center under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend center for damages arising out of the negligent acts of Center or its officers, employees, agents and volunteers.

To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to center

LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect on January 1, 2023 and terminates on December 31, 2023. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the January day of 1st 2023, by their respective authorized officials.



Chasilyn Carter, Director  
Lancaster-Fairfield Public Transit  
Administrative Office:  
746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858 / Fax: 687-6859

  
Director

YMCA  
Billing Address:  
465 W Sixth Ave  
Lancaster, Ohio 43130  
Phone: / Fax:



## SERVICE AGREEMENT

Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
Work Force Development

**WHEREAS**, the Lancaster-Fairfield Public Transit System, herein after referred to as LFPT, agrees to provide transportation for Work Force Development, herein after referred to as the Agency; and

**WHEREAS**, the Agency agrees to purchase said services from LFPT;

**NOW THEREFORE**, LFPT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas. Agency will be notified at least 48 hours in advance of any changes of these hours, unless emergency closure is in effect. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$17.90 per (1) rider. This rate shall apply to each round trip (base to base). When multiple trips are scheduled with same pick-up locations but different drop off locations this rate will increase as follows \$22.90 (2) Riders, \$27.90 (3+) Riders. With a max daily amount of \$29.60 per day.
3. **AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to LFPT. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either

A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

B) Provide LFPT with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide LFPT with a contact name and phone number at the location.

8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at the regular rate. LFPT operates from 6 a.m. to 6 p.m. Monday through Friday, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations may be made through a voicemail system that is available 24 hours a day as well as having personnel available 7:30am to 4 pm on normal operating hours. Rides are scheduled only between 7:30 a.m. and 4 p.m., Monday through Friday.

9. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate.

LFPT will notify the Agency to report that the individual was not available for pick-up as scheduled.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:

- |                       |  |
|-----------------------|--|
| A) Smoking            | D) Consumption of alcoholic beverages            |
| B) Expectorating      | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment                             |
|                       | G) Concealed Weapons                             |

LFPT reserves the right to permanently or temporarily deny service or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

11. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment will be due within 30 days of statement date.

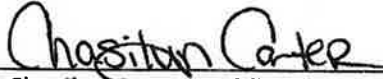
**12. CIVIL RIGHTS.** LFPT and the Agency agree that, as a condition to this contract, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on January 1, 2024 and terminates on December 31, 2024. Either party can terminate the Agreement with 30 days written notice.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by their respective authorized officials.

**Lancaster Public Transit System**

**Work Force Development**



Chasilyn Carter, Public Transit

Director

Aundrea N. Cordle  
County Administrator

Administrative Office:

746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858  
Fax: 681-5088

Billing Address:

4465 Coonpath Rd NW  
Carroll OH 43112  
Phone: 740-652-7163  
Email: rick.szabrak@fairfieldcountyohio.gov

## SERVICE AGREEMENT

Between  
Lancaster-Fairfield (OH) Public Transit System  
and  
First Impressions Early Learning Center

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide transportation in the Lancaster service area to students of First Impressions Early Learning Center, hereinafter referred to as the center; and

WHEREAS, the center agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the center agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. LFPT is closed on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$36.00 a day per vehicle to transport students. This rate shall apply to each round trip (base to base). Fee will be \$18.00 per one-way trip per vehicle.
3. **AUTHORIZATION.** The center will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The center is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The center will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will provide all accepted and scheduled rides, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation. In addition, the center will provide LFPT with a contact name and phone number at the alternative center location.
8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the center at the regular rate per day. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. If calling after our normal hours a voicemail may be left. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle: Smoking; Consumption of alcoholic beverages; expectorating; rude, offensive, abusive language or behavior; eating or drinking; sexual harassment; concealed weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the center will be notified immediately. The student will not be transported until reauthorized in writing by the center. In addition to LFPT's rights to deny service, the center will not reauthorize transport for a student who has been denied service for behavior problems three times.

11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.

12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the center. Payment will be due within 30 days of statement date.

13. **CIVIL RIGHTS.** LFPT and the center agree that, as a condition to this contract, there shall be no discrimination against any student 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 LFPT will comply with all appropriate federal and state laws regarding such discrimination.

14. **PRIVATE ENTITY.** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Center under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend center for damages arising out of the negligent acts of Center or its officers, employees, agents and volunteers.


To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to center

LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect on January 1, 2024 and terminates on January 2, 2025. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by their respective authorized officials.

\_\_\_\_\_  
Chasilyn Carter, Director  
Lancaster-Fairfield Public Transit  
Administrative Office:  
746 Lawrence Street  
Lancaster OH 43130  
Phone: 687-6858 / Fax: 687-6859

  
\_\_\_\_\_, Director  
First Impressions Early Learning Center  
Billing Address:  
2642 Columbus-Lancaster Rd; PO Box 2239  
Lancaster, Ohio 43130  
Phone: 681-7040 / Fax: 687-0126



# ASSETS

TEMPORARY RESOLUTION NO. 48-24

PERMANENT RESOLUTION NO. 50-24

A RESOLUTION AUTHORIZING THE TRANSFER OF ASSETS AND OPERATIONS OF LANCASTER-FAIRFIELD PUBLIC TRANSIT TO THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS BY OR BEFORE JULY 1, 2024

WHEREAS, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to all Fairfield County residents and take advantage of additional grant funding opportunities; and

WHEREAS, due to grant funding and fiscal year timing, the City desires to complete the transfer of assets by or before July 1, 2024, so Fairfield County can assume Lancaster-Fairfield Public Transit operations on July 1, 2024; and

WHEREAS, to that end, the City has created a spreadsheet documenting the various fixed assets of Lancaster-Fairfield Public Transit including tools, equipment, vehicles, hardware, software, appliances, and other items which will need to be transferred to the Fairfield County Board of County Commissioners, attached as Exhibit A hereto; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Mayor, Service Safety Director, and Lancaster-Fairfield Public Transit Director are hereby authorized to execute any and all documents necessary to transfer Lancaster-Fairfield Public Transit's fixed assets, including but not limited to those listed in Exhibit A attached hereto, and operations to the Fairfield County Board of County Commissioners by or before July 1, 2024.

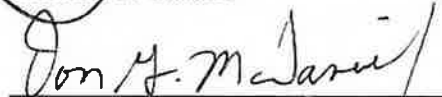
SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3<sup>rd</sup> reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kurt McCut

  
\_\_\_\_\_  
President of Council

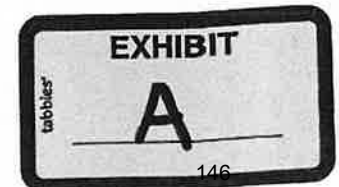
  
\_\_\_\_\_  
Mayor

Offered by: Mary R. Tener

Second by: Steve Piccolini

Requested by Public Works Committee

DEPARTMENT	DESCRIPTION	FUNDING ACCOUNT	LAST DEPRECIATED DATE	Location
710 - PUBLIC TRANSIT/LAWRENCE ST	9,000 LBS ROLLING JACK	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	7,000 LBS ROLLING JACK	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	TRANSMISSION FLUSH MACHINE	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	ALIGNMENT MACHINE - FEDERAL GRANT FUNDS	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	18,000 POUND 4 POST LIFT INSTALLED	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	TRANSIT COMPUTER SYSTEM SOFTWARE / TIGER GRANT-Ecolane	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	200,000 BTU OIL HEATER	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	BLUE BULLET EXHAUST TUBE BENDER	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	HARRIS TM9300 MOBILE RADIO EQUIPMENT PACKAGE	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	On Buses
710 - PUBLIC TRANSIT/LAWRENCE ST	Clorox Disinfectant Sprayer Below the \$5,000 Threshold for Fixed Assets - FEDERAL GRANT	2021-7100-53003 (Vehicle/Equipment Supplies - Public Tra	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	Tool Box - FEDERAL GRANT	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	Electric Floor Scrubber - Below \$5000 Fixed Asset Threshold - FEDERAL GRANT	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	Bed Bug Heater - Below \$5,000 Fixed Asset Threshold - FEDERAL GRANT	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	Snowdog Snow Plow for Transit Mechanic Truck	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	Masabi Validator/Routers Communications System Installed on Transit Busses - Federal Grant	2021-7100-56030 (Equipment - Public Transit)	12/31/2022	On Buses
710 - PUBLIC TRANSIT/LAWRENCE ST	25,000 Pound 4 Post Lift	2021-7100-56030 (Equipment - Public Transit)		Larrys Garage
710 - PUBLIC TRANSIT/LAWRENCE ST	SEON Video Surveillance Cameras	2021-7100-56030 (Equipment - Public Transit)		On Buses



TEMPORARY RESOLUTION NO. 48-24

PERMANENT RESOLUTION NO. 50-24

A RESOLUTION AUTHORIZING THE TRANSFER OF ASSETS AND OPERATIONS OF LANCASTER-FAIRFIELD PUBLIC TRANSIT TO THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS BY OR BEFORE JULY 1, 2024

WHEREAS, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to all Fairfield County residents and take advantage of additional grant funding opportunities; and

WHEREAS, due to grant funding and fiscal year timing, the City desires to complete the transfer of assets by or before July 1, 2024, so Fairfield County can assume Lancaster-Fairfield Public Transit operations on July 1, 2024; and

WHEREAS, to that end, the City has created a spreadsheet documenting the various fixed assets of Lancaster-Fairfield Public Transit including tools, equipment, vehicles, hardware, software, appliances, and other items which will need to be transferred to the Fairfield County Board of County Commissioners, attached as Exhibit A hereto; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Mayor, Service Safety Director, and Lancaster-Fairfield Public Transit Director are hereby authorized to execute any and all documents necessary to transfer Lancaster-Fairfield Public Transit's fixed assets, including but not limited to those listed in Exhibit A attached hereto, and operations to the Fairfield County Board of County Commissioners by or before July 1, 2024.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3<sup>rd</sup> reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

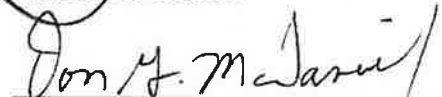
Clerk: Kurt M. Cull

Offered by: Mary R. Tener

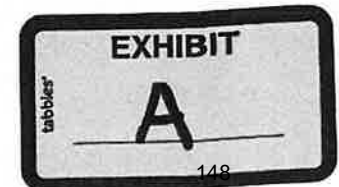
Second by: Steve Dumbally

Requested by Public Works Committee

  
President of Council

  
Mayor

DEPARTMENT	DESCRIPTION	FUNDING ACCOUNT	LAST DEPRECIATED DATE	Location
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710 - PUBLIC TRANSIT/LAWRENCE ST	SEON Video Surveillance Cameras	2021-7100-56030 (Equipment - Public Transit)		On Buses



Prosecutor's Approval Page

Resolution No.

A resolution to accept the transfer of governance from the City of Lancaster for Lancaster Fairfield Public Transit.

(Fairfield County Commissioners)

Approved as to form on 6/21/2024 11:36:51 AM by Steven Darnell,

Signature Page

Resolution No. 2024-06.25.b

A Resolution to Accept the Transfer of Governance from the City of Lancaster for  
Lancaster Fairfield Public Transit

(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 to appropriate from Unappropriated into a major expense category for Grant Fund# 2908 for the Ohio Department of Transportation grant For SFY2025 and approval of advance from the General Fund# 1001.**

**WHEREAS,** Public Transit’s SFY2025 ODOT grant is effective July 1, 2024; and

**WHEREAS,** budget needs established for Calendar Year (CY) 2024; and

**WHEREAS,** appropriate from unappropriated in major expenditure object categories will allow the budget to be established; and

**WHEREAS,** an advance from the General Fund is necessary due to the grant being reimbursed after expenses occur.

---

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

---

**Section 1.** Request that the Board of County Commissioners approve to appropriate from unappropriated in the following major object expense categories:

\$ 766,000	personal services	12290800
\$ 281,300	fringe benefits	12290800
\$ 138,700	contractual services	12290800
\$ 147,000	materials & supplies	12290800
\$ 153,498.40	capital outlay	12290800

**Section 2.** Request that the Fairfield County Auditor process the following advance with the repayment date of 12/15/2025.

DEBIT	1001 090000 General Fund Advance	<\$700,000>
CREDIT	2908 223001 SFY25 ODOT grant fund advance in	+\$700,000

**A resolution approving to appropriate from unappropriated into a major expense category for Grant Fund# 2908 for the Ohio Department of Transition (ODOT) grant For SFY2025 and approval of advance from the General Fund# 1001.**

***For Auditor’s Office Use Only:***

**Section 1.** *Appropriate from unappropriated in the amount of \$1,486,498.40 for fund 2908 as follows:*

\$ 728,720	12290800	510000	
\$ 262,300	12290800	520000	
\$ 126,200	12290800	530000	
\$ 122,000	12290800	560000	
\$ 1,300	12290800	570000	
\$ 37,280	12290812	510000	PT100
\$ 19,000	12290812	520000	PT100
\$ 37,500	12290812	530000	PT100
\$ 152,198.40	12290899	570000	PT200

**Section 3.** *Issue an Amended Certificate in the amount \$1,660,809 credit of fund # 2908.*

**Section 4.** *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt line items:*

\$75,000	12290800	433000	PT000
\$40,000	12290800	433034	PT000
\$27,000	12290800	433050	PT000
\$549,353	12290800	433100	PT000
\$15,000	12290800	433114	PT000
\$100,000	12290800	433456	PT000
\$150,000	12290800	433500	PT000
\$3,000	12290800	434000	PT000
\$7,000	12290800	436400	PT000
\$10,000	12290800	438000	PT000
\$480,000	12290800	439100	PT000
\$77,624	12290812	433100	PT100
\$126,832	12290899	433400	PT200



Signature Page

Resolution No. 2024-06.25.c

A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category for Grant Fund #2908 for the Ohio Department of Transportation Grant For SFY2025 and Approval of Advance from the General Fund #1001

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to appropriate from unappropriated into a major expenditure object category & approve memo transactions for county insurance premiums paid for Public Transit**

**WHEREAS**, three (3) employer deductions in June and July for county premiums for Health, Vision, and Dental benefits for Public Transit employees will be paid by the general fund; and

**WHEREAS**, to appropriate from unappropriated will allow proper accounting in the major expenditure object category of fringe benefits and an increase to the 2024 Budget.

**WHEREAS**, memo transactions will properly account for the deductions.

---

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

---

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

\$28,374.30 Fringe Benefits    12100120 Public Transit

**Section 2.** That the Fairfield County Board of Commissioners approves the following expenditure for three (3) employer deductions; two (2) in June, and one in July for Health, Vision, and Dental benefits for Public Transit employees and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant.

Memo expenditure as referenced in supporting documentation attached:  
Vendor # 2280 Fairfield County Commissioners  
Account: 12100120 521000 Health Insurance  
Amount: \$28,374.30

**Section 3.** That the Fairfield County Auditor reflects the following memo receipt for the reimbursement of three (3) employer deductions; two (2) in June, one (1) in July for Health, Vision, and Dental benefits for Public Transit employees.

Amount	\$26,958.78	12537600	434502
Amount	\$1,174.44	90767100	438031
Amount	\$241.08	90767000	438032

**A resolution to appropriate from unappropriated into a major expenditure object category & approve memo transactions for county insurance premiums paid for Public Transit**

***For Auditor's Office Use Only:***

***Section 1.***

*\$ 28,374.30      12100120 521000 health insurance (GRF Public Transit)*

**Public Transit county premiums: 2 for July, 1 for August - employee coverage effective July 1, 2024**

<b>Health</b>	<b>Employer</b>	<b>Dental</b>	<b>Employer</b>	<b>Vision</b>	<b>Employer</b>
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Family	\$ 802.58	Family	\$ 35.92	None	
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Single	\$ 336.82	None		Single	\$ 3.02
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
Family	\$ 802.58	Family	\$ 35.92	Family	\$ 8.36
Single	\$ 336.82	Single	\$ 15.56	Single	\$ 3.02
	\$ 8,986.26		\$ 391.48		\$ 80.36

\$28,374.30 County premium dates 6/14, 6/28, 7/12

Signature Page

Resolution No. 2024-06.25.d

A Resolution to Appropriate from Unappropriated into a Major Expenditure Object Category and Approve Memo Transactions for County Insurance Premiums Paid for Public Transit

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas – Adult Probation; Fund # 2365, County Probation.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for fund # 2365, County Probation; and

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

---

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

---

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

<b>13236500</b>	<b>Capital Outlay</b>	<b>\$15,000</b>
-----------------	-----------------------	-----------------

Prepared by: Brian Wolfe  
cc:

**Appropriate from Unappropriated  
For Auditor's Office Use Only:**

\$15,000

Org 13236500; object 574000; Equipment, Software and Fixtures

Signature Page

Resolution No. 2024-06.25.e

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas – Adult Probation; Fund # 2365, County Probation

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution authorizing an account to account transfer for the adjustment of Capital Outlay.  
[Domestic Relations Court]**

**WHEREAS**, the 2024 budget anticipates expenditures for Capital Outlay;  
and

**WHEREAS**, certain line item expenditures within this fund were unexpected to update and upgrade the court recording system; and

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

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$5,300.00 is hereby authorized as follows:

FROM: 15100100 Fringe Benefits  
TO: 15100100 Capital Outlay

---

**For Auditor's Office Use Only:**

**Section 1.**

FROM: 15100100 526000 (Workers Comp)  
TO: 15100100 574000 (Equipment, Software, & Fixtures)

Prepared by: Lori Lovas  
Cc: Domestic Relations Court

Signature Page

Resolution No. 2024-06.25.f

A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of  
Capital Outlay

(Fairfield County Domestic Relations 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 authorizing the approval of repayment of an advance to the General Fund from EMA 2090/8221 COTS Grant Fund. [EMA]**

**WHEREAS**, the Emergency Management Agency Fund for the Central Ohio Trauma System Grant 2090 Subfund 8221 received a cash advance; and

**WHEREAS**, an advance was approved on Resolution 2024.01.09.s of \$7,000.00; and

**WHEREAS**, the monies have been collected and deposited to make a final repayment to the General Fund;

---

**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 repay the following advance of \$7,000.00:

FROM: 8221 090001 COTS Grant Fund

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland  
cc: Christina Foster, Commissioners

Signature Page

Resolution No. 2024-06.25.g

A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from EMA Fund #2090/8221, COTS Grant Fund

(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 a Change Order for the 2024 Crack Sealing Project.**

**WHEREAS,** on April 30, 2024, this Board of Commissioners awarded the Contract Bid for the 2024 Crack Sealing Project to Russell Standard Corporation for a Bid of \$54,883.84, and

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

**WHEREAS,** the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will increase the Contract price from \$54,883.84 to \$56,422.08.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number One, to increase the Contract price by \$1,538.24, making the revised cost of the 2024 Crack Sealing Project \$56,422.08.

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

Prepared by: Cheryl Downour  
cc: Engineer's Office



Signature Page

Resolution No. 2024-06.25.h

A Resolution to Approve a Change Order for the 2024 Crack Sealing Project  
(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## **A resolution to approve updates to the 2024 Personnel Policy Manual for Fairfield County employees**

**WHEREAS**, the Fairfield County Personnel Policy Manual serves the purpose of communicating to employees the rules and regulations associated with county employment and encourages employees to set high standards for customer service and ethics, allow for their personal and professional development and to perform all duties at their personal best; and

**WHEREAS**, it has become necessary to update the Personnel Policy Manual to reflect necessary changes in the policy; and

**WHEREAS**, the substantive recommended changes to the Personnel Policy Manual have been reviewed by the Fairfield County Prosecutor's Office with no objections; and

**WHEREAS**, while as of this date, the policies contained in the Personnel Policy Manual are consistent with the Ohio Revised Code, when there is any conflict between a statute and a county policy or regulation, the Ohio Revised Code shall prevail; and

**WHEREAS**, procedures and practices are subject to change and modification and therefore, The Fairfield County Board of Commissioners reserves the right to change, amend and supplement the policies set forth in the Personnel Policy Manual with or without notice, and that changes can be either oral or written.

---

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

---

**Section 1.** The Board of Commissioners approves the revised Fairfield County Personnel Policy Manual with an effective date of July 1, 2024.

**Section 2.** The Board of Commissioners instructs the County Human Resources Deputy Director to post the newly revised Fairfield County Personnel Policy Manual on the County intranet site and communicate the changes to Department Heads, Elected Officials and employees and requests that all county employees complete an acknowledgement stating they have received the revised policy manual and have read and understand it.

Prepared by: Abby Watson, County Human Resources Deputy Director  
CC: Aundrea N. Cordle, County Administrator





# Fairfield County Personnel Policy Manual

~~March 2023~~ **July 2024**

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To All Employees of Fairfield County:

As elected public officials, it is our responsibility to the citizens of Fairfield County to make our workforce as productive and effective as possible. A cooperative effort between and among county employees is a key to good government. You are an important and necessary part of our success.

As a public employee of Fairfield County, your working life is governed by many rules and regulations. This booklet serves two purposes. One is to acquaint you with the rules and regulations of county employment; the other is to urge you to set high standards, to allow for personal development, to work for recognition and to perform at your personal best.

In 2019, we adopted “We Live the Code” to espouse the goal of providing exceptional internal and external customer service as a core value of Fairfield County government. It is you, Fairfield County employees, who help us accomplish this goal of exceptional customer service each and every day. To you, we say thank you. As we continue to Live the Code, our shared values of teamwork, responsibility, and harmony make Fairfield County a better place for everyone.

Procedures and practices are subject to modification and new developments. New updates will be provided whenever necessary. While, as of this date, these personnel policies are consistent with the Ohio Revised Code, when there is any conflict between a statute and County policy or regulation, the Ohio Revised Code shall prevail. Any questions should be referred to your immediate supervisor.

Sincerely,

Fairfield County Commissioners  
Steven Davis  
David Levacy  
Jeffrey Fix

## We Live the Code

I am a member of a TEAM of dedicated professionals who strive to exceed customer expectations. I listen and respond effectively to customer questions and do not discriminate or pass judgement onto those that come before me. I respect and value the opportunity to use my knowledge, techniques and resources to assist, encourage and mentor customers.

I am personally responsible to complete work in a timely and consistent manner. I will be regularly present, punctual and prepared to do the best job possible. I take ownership of errors and take action to correct them in an efficient manner. I will continue to work to improve the performance of myself and others by pursuing opportunities for learning. I will receive feedback in a constructive manner to develop professionally.

I will work harmoniously with others to get the job done, despite pressing deadlines or emerging crises. I will share information with everyone involved to set a tone of cooperation. I will follow policies and procedures as set forth by the county.

## **ARTICLE 1: INTRODUCTION AND ADMINISTRATION**

**SECTION: 1:1**

**SUBJECT: INTRODUCTION, APPLICABILITY & POLICY MANUAL ADMINISTRATION**

The provisions of this Policy Manual are applicable to all employees of Fairfield County except as specifically provided. Its purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all such employees of Fairfield County. Policies are defined as the basic rules which guide administrative action for accomplishing an organization's objectives. Comprehensive and clearly defined policies, consistently and fairly administered, are essential to the success of any organization. This policy manual is adopted and interpreted exclusively by the Appointing Authority in each department, and elected officials, and is not subject to modification, change, or contrary interpretation except as may otherwise be required by the law and/or Constitutions of the State of Ohio and federal government. Any statements in conflict with these policies made by anyone else are unauthorized, expressly disallowed, and should not be relied on. Any questions relating to the purpose, goals, and/or interpretation of the policies contained herein should be directed to the Appointing Authority.

This Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties. The policies set forth and adopted within this Manual supersede all previous written and unwritten personnel policies of each Appointing Authority. Each Appointing Authority may supplement this manual in accordance with applicable law. It is further the intent of this Manual to comply with all applicable federal, state, and civil service laws and regulations which each Appointing Authority is required to follow. Where there may be an unintended conflict between the Ohio Revised Code or applicable federal law and this manual, the statute shall prevail. Employees are responsible, as a condition of their employment, to abide by these policies and procedures. It is also the responsibility of each manager or supervisor to properly and consistently administer these policies and procedures. In order to effectively implement this Policy Manual and oversee its administration, the following affirmative action will be taken.

First, the most current copy of this manual is available to all employees on the County intranet. Second, the policies in this manual may be revised, with or without notice, as changes in external law or other conditions require. Only the Appointing Authority has the authority to make revisions or interpretations of policies contained herein. Copies of said revisions will be available for all employees on the intranet prior to their effective date. Third, employees are encouraged to make suggestions for improvements in personnel policies and practices. Suggestions should be directed to the Appointing Authority in writing, together with an explanation as to how such a change could improve the services provided to the public.

**SECTION: 1:2**  
**SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY**

It is the continuing policy of Fairfield County to provide equal employment opportunity to qualified individuals regardless of their age, sex, race, color, religion, disability, military status, genetic testing, or national origin, and to conform to applicable Equal Employment Opportunity laws and regulations. Equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, layoffs, recall from layoffs, discipline, and other County sponsored activities and programs. Additionally, it is the policy of Fairfield County to provide a means for communicating and resolving grievances and complaints regarding unlawful discriminatory employment practices. Any employee who fails to comply with this policy is subject to appropriate disciplinary action.

A copy of the County's Equal Employment Opportunity Plan is available upon request.

**SECTION: 1:3**  
**SUBJECT: SEVERABILITY/SAVINGS CLAUSE**

The policies in this Manual supersede any and all previous policies, written or unwritten, on subject matters covered or referred to herein. In the event that any section of this Manual, or amendment or revision thereto, is held to be unenforceable, invalid, contrary to law, or otherwise restrained from its full force and effect by a court or other tribunal of competent jurisdiction, the remaining section(s) of the Manual, to the extent that they remain unaffected by such declaration or restraint, shall continue in full force and effect. Each Appointing Authority reserves the right to effectuate a lawful alternative to any section or part thereof declared unenforceable, invalid, or contrary to law. The County will attempt to give employees advance notice of manual changes. However, the County may revise these policies with or without advance notice. Notice of the revisions will be available to all employees on the County intranet.

**SECTION: 1:4**  
**SUBJECT: DISCLAIMER**

The policies and procedures established and set forth in this Policy Manual provide guidelines for the supervisors and employees during the course of their employment with Fairfield County, Ohio to ensure, to the extent practicable, uniformity and nondiscriminatory application of conditions of employment.

Nothing herein is intended to, nor shall it be construed or interpreted, so as to create contractual or vested rights for employees with respect to continued employment, benefits, policies, procedures or any other provisions of this Manual other than those rights created by applicable state or federal law.

Where there is a conflict between an express provision of this Manual and a collective bargaining agreement, the collective bargaining agreement shall prevail with respect to that provision.

**SECTION: 1:5**

**SUBJECT: COMPUTER, SMARTPHONE ~~MOBILE DEVICES~~, AND INFORMATION SYSTEMS USAGE**

**General**

1. Fairfield County computers, ~~smartphones~~ **mobile devices**, and information systems are the property of Fairfield County. They may be used only for explicitly authorized purposes. Fairfield County reserves the right to examine all data stored in or transmitted by their computers, smartphones, and systems. Without notice, Fairfield County Information Technology (FCIT), and authorized Fairfield County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Personnel have no rights to privacy with regard to the Internet and e-mail. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, e-mail, and ~~Instant Messenger (IM)~~ **collaboration application** usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. FCIT has the authority and ability to monitor Internet sites contacted, e-mail, and ~~instant messaging~~ **collaboration application** usage at its own discretion or at the request of management.

2. All software installed on any Fairfield County computer or ~~smartphone~~ **mobile device** must be licensed to Fairfield County. No Fairfield County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization by FCIT.

**Allowable Uses of Computer, ~~Smartphone~~ **Mobile Devices**, and Information Systems for Business Purposes**

1. Facilitating job function performance;
2. Facilitating and communicating business information within the county network;
3. Coordinating meeting locations and resources for the county;
4. Communicating with outside organizations as required in the performance of employee job functions.

**Prohibited Uses of Computers, ~~Smartphones~~ **Mobile Devices**, and Information Systems, Including but Not Limited to E-mail, ~~Instant Messaging~~ **Chat**, and the Internet**



1. Violating local, state, and/or federal law;
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages;
3. Threatening others;
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related;
5. Using computers, smartphones **mobile devices**, or information systems in association with the operation of any for-profit business activities or for personal gain;
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus **malware**;
7. Accessing an employee's files without authorization and with no substantial business purpose;
8. Vandalizing the data of another user;
9. Forging **any** electronic ~~mail and instant messenger messages~~ **communication**;
10. Sending rude or obscene messages (e-mail and ~~instant messenger~~ **chat** should not be used to send anything that would embarrass or discredit Fairfield County);
11. Disseminating unauthorized confidential or proprietary Fairfield County or client documents or information or data restricted by government laws or regulations;
12. Browsing or inquiring upon confidential records maintained by Fairfield County without substantial business purpose;
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws;
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale;
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs;
16. Sending or soliciting sexually-oriented messages or images;
17. Using the Internet or ~~instant messenger~~ **chat** for political activity;
18. Using the Internet to sell goods or services not job related or specifically authorized in writing by an approving authority;
19. Downloading and viewing non-work-related streaming audio or video (e.g. listening to radio stations, etc.) due to the limited bandwidth of the system;
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user;
21. Speaking to the media or to the public within any news group or chat room on behalf of Fairfield County if not expressly authorized to represent Fairfield County;
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

- ~~23. Sending or soliciting sexually-oriented messages or images;~~
- ~~24. Using the Internet or instant messenger for political activity;~~
- ~~25. Using the Internet to sell goods or services not job related or specifically authorized in writing by an approving authority;~~
- ~~26. Downloading and viewing non-work related streaming audio or video (e.g. listening to radio stations, etc.) due to the limited bandwidth of the system;~~
- ~~27. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user;~~
- ~~28. Speaking to the media or to the public within any news group or chat room on behalf of Fairfield County if not expressly authorized to represent Fairfield County;~~
- ~~29. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.~~

**NOTE: Whether on working time or not, these prohibitions apply at all times to county-owned computers, smartphones mobile devices, and information systems. Personnel cannot expect that the information they convey, create, file, or store in Fairfield County computers and information systems will be confidential or private regardless of the employee's intent.**

## **Use of E-mail and Instant Messaging Collaboration Systems**

### **1. Public Records**

- a. Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.
- b. Public E-mail accounts - Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office's record retention schedule. Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.<sup>1</sup>
- c. Private E-mail accounts - Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.<sup>2</sup> Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

### **2. Official Use**

---

<sup>1</sup> *State ex rel. Wilson-Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

<sup>2</sup> Case law is undecided as to private email use on county property. Therefore, county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

- a. When using e-mail or ~~instant messaging (IM)~~ chat, as with all written official communications, personnel are expected to display a formal, businesslike demeanor in order to reflect professionalism and credibility upon Fairfield County and themselves.
- b. Everyone is responsible and liable for the content of his or her electronic mail or message. As stated earlier, all electronic data may be accessed at any time by FCIT or management for legal or business purposes.

### 3. Nonofficial Use

- a. Personnel may access e-mail and ~~instant messaging (IM)~~ chat systems for nonofficial business provided that such communication does not disrupt or interfere with official Fairfield County business, is kept to a minimum duration and frequency, and is not political in nature. Similar to telephone usage, minimal personal e-mail and ~~instant messaging (IM)~~ chat may be received or sent provided that no cost is incurred by Fairfield County.
- b. Please remember that there is no expectation of privacy for anything sent by e-mail or ~~Instant Messenger (IM)~~ chat, and that others can view this information at any time.

### 4. Internet Access Guidelines

- a. Applicability - This policy provides only guidelines to Fairfield County personnel for Internet access. It does not supersede state or federal laws or any office policies regarding confidentiality, information dissemination, or standards of conduct.
- b. General Information - In the effort to enhance client service and facilitate communication among personnel, Fairfield County provides most personnel with Internet access, as determined by each employee's appointing authority. Personnel Internet access accommodates basic e-mail functions, file transfer, and interactive terminal access to accomplish county business goals. Fairfield County permits personnel to use and explore this technology so that everyone may become as proficient as possible in order to improve work quality and efficiency. All Fairfield County personnel must become familiar with and acknowledge Fairfield County policies relating to the Internet use in order to make the best use of the technology, maintain a professional environment, and protect valuable Fairfield County and client information.
- c. Guidelines for Incidental/Occasional Personal Internet Usage - Generally, the Internet is to be used for work-related purposes. Fairfield County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Fairfield County has the right to insist that agency Internet resources are devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason. Please remember incidental/occasional use is considered part of the meal and break time of personnel. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Such actions will be considered excessive.
- d. Filtering by Screening Software - FCIT has the right and may filter and deny users Internet access to sites considered inappropriate. Although not all-inclusive, examples of inappropriate sites that may be filtered are those depicting violence/profanity, partial or full nudity, sexual activity, gross depictions, intolerance, satanic/cult images, militant/extremist

images, questionable/illegal, and gambling activities. Please remember that there is no expectation for privacy for an employee's use of the Internet and that others can view this activity at any time. EXCEPTION: Certain employees, such as Sheriff's detectives, require the ability to access the internet without being filtered. The employee's appointing authority may instruct FCIT to cease filtering the internet access of any specific user. Such request does not bypass activity monitoring and/or logging.

## Securing Computer Equipment, Smartphones **Mobile Devices**, and Electronic Data

### 1. General

- a. Fairfield County employees who are responsible for or are assigned portable computer equipment, ~~smartphones~~ **mobile devices**, and electronic media (i.e., laptops, flash memory devices, external hard drives, DVD's, CD's, etc.) shall secure those items when not in the office. These items routinely contain confidential and/or HIPAA information, which could be compromised if lost or stolen.
- b. If a Fairfield County employee is responsible for a pool of portable equipment (e.g., equipment that is shared by many employees), the equipment shall be secured while in and out of the office. Sign-in and sign-out sheets shall be utilized to track the location of the equipment at all times. The sign in and out sheet at a minimum should include the employee's name that is using the equipment and date of checkout and return.
- c. When in possession of computer equipment, ~~smartphones~~ **mobile devices**, or media overnight, the computer equipment, ~~smartphone~~ **mobile device**, and media is expected to be secured in the employee's hotel room, residence, etc., in the most secure manner possible. When absolutely necessary, computer equipment, ~~smartphones~~ **mobile devices** can be placed in the trunk of a vehicle so long as items are not visible, but the trunk and the vehicle must be locked. Leaving computer equipment on the front or back seat of a vehicle, or in any way visible, is not permitted.
- d. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor and FCIT.
- e. Failure to properly secure portable computer equipment, ~~smartphones~~ **mobile devices**, and electronic data is subject to disciplinary action.

### 2. Physical Security

- a. Agencies and users shall protect county-owned and county-authorized portable computing devices, removable storage components and removable computer media as well as privately owned or contractor-owned equipment which is connected to the Fairfield County Network from unauthorized access. Physical security measures shall incorporate at a minimum the practices listed below.
  - i. Portable computing devices, ~~smartphones~~ **mobile devices**, computer media and removable components, such as disk drives and network cards, shall be stored in a secure environment. Devices shall not be left unattended without employing adequate safeguards, such as cable locks, restricted access environments or lockable cabinets.
  - ii. When possible, portable computing devices, ~~smartphones~~ **mobile devices**, computer media and removable components shall remain under visual control while traveling. If visual control cannot be maintained, then necessary safeguards shall be employed to protect the physical device, computer media and removable components.

- iii. Safeguards shall be taken in public or common areas to avoid unauthorized viewing of sensitive or confidential data.

### 3. Operation and Maintenance

- a. All county, privately-owned or contractor-owned devices that are authorized by FCIT for work use must meet, at minimum, the following guidelines:
  - i. Anti-Virus Malware protection. All systems connected to any county-operated network must be protected by anti-virus malware software approved by FCIT.
  - ii. System configuration. FCIT may require mandatory system configurations or settings for software or operating systems on any devices connected to any county-operated network, in order to protect the network. Device operating systems shall be maintained with appropriate vendor security patches and updates.
  - iii. Encryption. County data, applications and other system resources stored on portable computing devices shall be secured in accordance with the agency's risk assessment as defined in Ohio IT Policy ITP-B.1, "Information Security Framework." Methods for securing information maintained on portable devices may include as applicable, but not be limited to; personal firewalls, BIOS passwords, Data/application encryption, hard drive encryption, screen locking, screen timeout, security tokens.
  - iv. Backup. FCIT does not routinely back-up the contents of any portable devices. Data requiring a backup routine must be saved only to FCIT authorized servers.
- b. Guidelines for management and maintenance of personal and county data on portable computing devices.
  - i. County-owned Devices. Personal data may, from time to time, be temporarily stored on county-owned portable computing devices and smartphones mobile devices, provided said data and data access is in accordance with the county's Computer and Information Systems Usage Policy.
    - 1. Upon termination of employment, contract, or appointment, or when the employee or contractor assignment no longer requires the county-owned device, the device must be immediately returned to FCIT by the employee, contractor, or appointing authority. When a device is removed from service, the employee, contractor, or appointing authority must immediately return the device to FCIT for sanitization. Any non-county data found on the personal device will be permanently deleted. County data remaining on the device will be appropriately addressed by FCIT.
  - ii. Privately-owned Devices. When the device is no longer authorized for official county business because of termination of employment, termination of contract, change of assignment, or any other means, FCIT shall take appropriate action to remove or verify the removal of county software and data.
  - iii. Data Synchronization (Syncing). Fairfield County disclaims legal liability for the loss of non-county data, as well as the confidentiality of data synchronized or transmitted to county-owned or county-operated devices.

#### 4. Lost and Stolen Devices

The loss or theft of any portable computing device or ~~smartphone~~ mobile device, regardless of ownership by the county, employee, contractor, or etc., must be immediately reported to FCIT.

#### 5. Privately-Owned and Contractor-Owned Portable Computing Devices

The use of privately-owned or contractor-owned devices (i.e., PDAs, ~~smartphones~~ mobile devices, and laptops) for official county business must be authorized in advance by FCIT. Any portable computing device that is authorized by FCIT for county business must meet the following requirements:

- a. The device owner is responsible for the installation and maintenance of ~~anti-virus~~ malware protection. The ~~anti-virus~~ malware protection used must be approved by FCIT.
- b. The device owner is responsible for enabling a personal firewall, when the device is capable, prior to connecting the device to any county-owned or operated network.
- c. Disclaim in writing any agency liability for the safeguarding or maintenance of non-state data or portable computing devices used in support of official state business or while acting as an agent of the state. The disclaimer shall include a component stating that users of privately-owned devices used for state work shall not have any expectation of personal privacy regarding the device and that such devices may be confiscated as evidence in civil or criminal proceedings.

#### 6. Education and Awareness

Agencies shall ensure that portable computing device security is addressed in education and awareness programs. All employees, contractors, and other authorized users must agree to this security policy at the beginning of their respective appointments or assignments.

## Password Protection Authentication

Passwords are an important aspect of computer security. Passwords are the primary form of authentication into computer systems. They are the front line of protection for user accounts. A poorly chosen, misused, or misappropriated password may result in the compromise of Fairfield County's entire internal computer network. As such, and as a condition of being granted limited access to a portion of Fairfield County's computer equipment and network all Fairfield County employees, as well as contractors and vendors with access to Fairfield County systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords. An employee's breach of the procedures outlined below may subject the employee to appropriate discipline up to, in an appropriate case, termination of employment.

This policy applies to all employees and other personnel (collectively "users" or singularly a "user") who have access to, use of, or are responsible for an account, or any form of computer or network the use of which supports or requires a password, on any computer, computer system, or network that resides at any Fairfield County facility, has access to the Fairfield County network, or stores any public or non-public Fairfield County information.

### 1. General Password Information

- a. All user-level computer passwords (e.g., desktop computer, etc.) must be changed at least once every 90 days and this change will be programmatically enforced by Fairfield County. Notwithstanding that policy, in its discretion Fairfield County and its respective departments may impose a policy upon their employees that require passwords to be changed more often than every 90 days. Employees are hereby advised that the timeframe for password expiration is revolving, with each 90-day period commencing at the last time the user changed the password. An employee or other user is always permitted to change passwords more often than the minimum requirement, if he or she so desires.
- b. The password is required to be twenty (20) characters.
- c. Users or user accounts that have system-level privileges granted through group memberships or programs such as "sudo" must have a unique password from all other accounts held by that user. By way of example, and not limitation, domain administration and local computer administration accounts belong to this category.
- d. Passwords must not be inserted into email messages or other forms of electronic communication, regardless of the recipient of the message.
- e. All user-level and system-level passwords must conform to the guidelines described below.

### 2. Multifactor Authentication

- a. All county user accounts are required to have multifactor authentication enabled through the county deployed multifactor solution. Acceptable second factor sources are as follows:
  - i. The branded mobile app from the deployed solution
  - ii. One Time Password (OTP) sent via text to a mobile device
  - iii. Telephone call to associated phone
  - iv. Physical multifactor device or token as assigned by FCIT (when appropriate for specific cases)

### 3. Password Guidelines

#### a. General Password/Passphrase Construction Guidelines

- i. Please follow the below best practices when creating your password/passphrase:
  1. Use an easy to remember but uncommon group of four to eight words.
  2. Add spaces within and between words.
  3. Use capital letters or capitalize certain words.
  4. Add punctuation and special characters that make sense to the user but no one else.
  5. Use unusual or abbreviated spellings of words.
  6. Make some letters into numbers.
- ii. Examples below: NOTE: Do not use either of these examples as passwords.
  1. crazy\$ delightful notice Test
  2. several&Western whether case

#### b. Password Protection Standards

- i. Do not use the same password for Fairfield County accounts as for other non-Fairfield County access (e.g., personal ISP account, option trading, benefits, etc.).
  - ii. Don't reveal a password over the phone or in an e-mail to anyone, for any reason.
  - iii. Do not share Fairfield County passwords with anyone, including family members, administrative assistants, secretaries, coworkers, or supervisors, even if you will be away from work for a period of time.
  - iv. Don't reveal a password on questionnaires or security forms.
  - v. Do not store passwords in a file on ANY computer system (including ~~Palm Pilots or similar~~ mobile devices) without encryption that has been previously approved by FCIT.
  - vi. Do not write passwords down and store them anywhere in your office.
  - vii. If someone demands a password, refer them to this document or have them call someone at FCIT.
  - viii. If an account or password is suspected to have been compromised, report the incident to FCIT and change all passwords.
  - ix. Password cracking or guessing may be performed on a periodic or random basis by FCIT or its delegate(s). If a password is guessed or cracked during one of these scans, the user will be required to change it.
- c. Application Authentication Standards - FCIT must review and approve all applications prior to being deployed on any Fairfield County system. FCIT, in its sole discretion, may approve or deny installation of any given application based on its compliance or exception to this policy.
- d. Restricted-Use and Independent Software Authentication Management - For departmental or division (hereinafter, "office") -only software that has internal security not managed by a directory service under the authority of FCIT, the highest supervisor, manager, or director



of that office has the responsibility to maintain the users, passwords, and internal security of that application. In such case, that office shall enforce the password rules and policies set forth herein. That office shall perform a quarterly audit of such system(s). The responsible office shall notify FCIT of any existing applications that qualify for governance under this section of the Password Policy.

- e. Use of Passwords and Passphrases for Remote Access Users - Access to the Fairfield County Networks via remote access is to be controlled using either a one-time password authentication or a public/private key system with a strong passphrase.
- f. Exceptions - Exceptions to this policy include only accounts and passwords upon which a password policy has been mandated by an office of higher authority than FCIT (i.e. Secretary of State, State of Ohio Office of Information Technology, etc.). FCIT shall be notified of any such exceptions.

**NOTE - Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.**

### **Off-Duty Use of Social Media**

Fairfield County supports the free exchange of information and camaraderie among employees on the internet off-duty. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about Fairfield County, or engaging in posting inappropriate material about Fairfield County or its officers or employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action, up to and including termination.

While off-duty, employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media off-duty are strictly prohibited:

1. Comments or displays about coworkers or supervisors or Fairfield County that are vulgar, obscene, threatening, intimidating, harassing, or a violation of Fairfield County's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic. Fairfield County policies with respect to these prohibitions apply to off-duty conduct;
2. Statements or uses of Fairfield County's logo or trademark which are slanderous or detrimental to Fairfield County, including evidence of the misuse of Fairfield County's authority, insignia or equipment;
3. Engagement in unprofessional communication. "Unprofessional communication" includes that which, if left unaddressed, could potentially result in a civil or criminal cause of action against Fairfield County. "Unprofessional communication" also includes that which Fairfield County could demonstrate has a substantial risk of negatively affecting Fairfield County's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or Fairfield County's ability to maintain an efficient workplace.

Social media sites may be inspected by Fairfield County to determine potential violations of Fairfield County policy. If an employee believes that an online communication violates any Fairfield County policy, the employee should immediately report the communication to his or her supervisor. Fairfield County may investigate the matter, determine whether such communication violates Fairfield County policies, and take appropriate action. This action may include discipline, up to and including termination.

This policy does not apply to communications protected by the U.S. or Ohio Constitutions. Employees should see their supervisors with any questions or concerns about this policy.

**SECTION: 1:6**  
**SUBJECT: PUBLIC RECORDS REQUEST POLICY**

**Introduction**

It is the policy of the Fairfield County Commissioners Office that openness leads to a better-informed citizenry, which leads to better government and better public policy.

**Public Records**

This office, in accordance with the Ohio Revised Code, defines records as including the following: any document – paper, electronic (including, but not limited to, e-mail), or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the Fairfield County Commissioners are public unless they are exempt from disclosure under the Ohio Revised Code. It is the policy of the Fairfield County Commissioners Office, as required by Ohio law, that records will be organized and maintained so that they are readily available for inspection and copying.

**Records Requests**

Each request for public records should be evaluated for a response using the following guidelines: Although no specific language is required to make a request, the requestor must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requestor for clarification, and should assist the requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

The requestor does not have to put a records request in writing and does not have to provide his or her identity or the intended use of the requested public record. It is this office's general policy that this information is not to be requested. However, the records custodian may ask for a written request and may ask for the requestor's identity and/or intended use of the information requested if 1) it would benefit the requestor by helping the public office identify, locate, or deliver the records being sought, and 2) the requestor is informed that a written request and the requestors identify and intended use of the information requested are not required.

Public records are to be available for inspection from 8:00 a.m. to 4:00 p.m., Monday through Friday, during regular business hours, with the exception of published holidays. Public records must be made available for the inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested; the proximity of the location where the cords are stored; and the necessity for any legal review of the records requested. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, personnel rosters, etc.

All requests for public records must be acknowledged in writing by the public office within one business day following the office's receipt of the request. If a request is voluminous or will require research, the acknowledgement should include the following:

- An estimated number of business days it will take to satisfy the request.
- An estimated cost if copies are requested.
- Any items within the request that may be exempt from disclosure.

Any denial of public records requested must include an explanation, including legal authority, and the Prosecutor's Office should be consulted prior to denying any request. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

### **Costs for Public Records**

Those seeking public records may be charged only the actual costs of making copies. The charge for paper copies is \$0.05\$0.10 per page or the amount required by law. ~~The charge for downloaded computer files to a compact disc is \$1.00 per disk or the amount required by law.~~ **If a data storage device is used to respond to a public records request, the actual cost of such a device shall be assessed to the requestor and must be paid by the requestor prior to disseminating the requested records.** There is no charge for documents e-mailed. Requestors may ask that documents be mailed to them. They will be charged the actual cost of postage and mailing supplies, in addition to the charges set under the costs for public records section. Charges may be waived for efficiency purposes.

### **E-mail**

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the Office.

### **Failure to Respond to a Public Records Request**

The Fairfield County Commissioners Office recognizes the legal and non-legal consequences of failure to properly respond to a public records request.

**ARTICLE 2: MANAGEMENT PRACTICES AND RIGHTS**

**SECTION: 2:1**

**SUBJECT: MANAGEMENT RIGHTS**

The Appointing Authorities of Fairfield County reserve the rights which are afforded them by virtue of their capacity and authority under the Ohio Revised Code, together with all such other rights of management which are inherent by custom to his position. Each Appointing Authority appoints employs, promotes, fixes the compensation for, and otherwise regulates the employment of all employees under their jurisdiction and control.

Specifically, management rights include, but are not limited to the following:

1. The right to generally manage through the implementation, enforcement, amendment, deletion, or revision of policies, procedures, rules, regulations and directives.
2. The right to control the efficiency of operations through organization of work methods or procedures; layoff or recall of employees due to operational or financial needs; and improvement in work methods, equipment, machinery and facilities.
3. The right to direct the work force through the determination of its size and number; the number of shifts required; the work schedules and hours of employment; the necessity for overtime and the amount, if required; the selection, retention, and assignment of all employees based upon qualifications and departmental functions and duties, and disciplining them as required, including suspension, termination, or reduction in pay or position; and promoting, and transferring employees as needed pursuant to established policy.
4. The right to effectively, efficiently, and economically manage their offices and/or departments determining acceptable standards of conduct and performances; the methods, means, equipment, materials, and processes for the accomplishment of work; the department's goals, objectives, programs, services, and work to be performed, and to utilize personnel in a manner to meet these purposes and improve productivity.
5. The right to determine when an emergency exists, and implement actions and assignments deemed advisable and necessary to effectively and efficiently respond to such emergency situations.
6. The right to exercise complete control and discretion over the budget.

**SECTION: 2:2**  
**SUBJECT: RECRUITMENT AND HIRING**

Employment in Fairfield County is employment in a public agency and subject to the laws of Ohio, including, but not limited to Chapter 124 of the Ohio Revised Code. The types of employment available include the following:

1. Full-time (permanent). A full-time employee is an employee whose regular hours of service for the County is based on thirty-five (35) or more hours in a work week and whose appointment is not for a limited period of time. An employee must work at least thirty-five (35) hours in a work week to be considered full-time.
2. Part-time (permanent). A part-time employee is an employee whose regular hours of service for the County total less than thirty-five (35) in a work week, and whose hours of service total at least five hundred twenty (520) hours annually.
3. Intermittent. An intermittent employee is an employee who works an irregular schedule determined by the demands of the Appointing Authority and only as needed. An intermittent employee shall not work more than one thousand (1000) hours per year.
4. Temporary. A temporary employee is an employee who is hired to work a particular, limited period of time, and whose hours of work could be full or part-time during this period but not in excess of six months.
5. Seasonal. A seasonal employee is an employee who works a certain regular season or period of the year performing some work or activity limited to that season or period.

In the event the Appointing Authority determines that a vacancy exists in a classified position and the Appointing Authority intends to fill the vacancy, the following procedures shall be followed. For vacancies other than entry level positions, a notice of such position opening may be posted for a defined period of time, generally at least five (5) working days. The notice shall include the date of posting as well as the date the notice expires, the classification title, rate of pay, department, and the area of vacancy, and a brief description. The Appointing Authority may also elect to fill the position by promotion of an existing employee. The Appointing Authority reserves the right to select a candidate from the applications submitted internally, from the general public, or by promotion of an existing employee.

The Appointing Authority will make reasonable accommodations for any qualified applicant or employment with a known disability to ensure equal opportunity and consideration in the application process.

Any person interested in applying for a position vacancy must timely complete a written application as to skills, abilities, knowledge, experience, and other information relevant to the position being applied for, and which must be given to the Authority by the date specified.

Any employee may apply for a posted position vacancy provided he or she possesses the requisite minimum qualifications and is not serving a probation period. Criteria used in evaluating an applicant's qualifications may include such considerations as past performance, the results of pre-employment skills test, aptitude, attendance records, education, training, prior work history, physical and mental fitness for the position, and length of service with Fairfield County, Ohio and/or any other job-related criteria.

The Appointing Authority retains the sole right to determine the qualifications desired for a position vacancy, to determine the weight attributed to each employment criteria, and to evaluate the relative qualifications of applicants. Applicants shall be evaluated according to how well their qualifications meet the requirements of the position including prior work experience/performance. Not all applicants will be chosen for the interview. The Appointing Authority further reserves the right not to fill or report a vacancy if he determines that no applicant possesses the desired qualifications.

**SECTION: 2:3**

**SUBJECT: PREREQUISITES FOR INITIAL AND CONTINUED EMPLOYMENT**

An applicant for employment must timely, accurately, and correctly complete an employment application. Falsification or omission of requested information by the applicant shall be cause for denial of employment, or termination from employment, if discovered after the applicant has been hired. Evidence of immoral character, conviction of a felony, or other unsavory conduct unbecoming a public servant of Fairfield County, or posing a threat to the legitimate business concerns of the Appointing Authority shall also be cause for denial of or termination from the employment; however, prior criminal conviction shall only be a bar to employment if such convictions bear a direct and substantial relationship to the position. Applicants for employment may be required to submit to one or more job-related screening procedures including reference checks, interviews, background checks, job samples, or skill tests, etc.

Also, prior to actual employment, employees in certain classifications who have been extended a conditional offer of employment may be required to undergo a medical examination, including drug testing, at the Appointing Authority's expense in order to ensure that they are capable of performing the duties and responsibilities of the position to be assumed.

However, the Appointing Authority shall make reasonable accommodations to the known physical or mental limitations of a qualified applicant or employee with a disability unless such accommodations would impose an undue hardship on the operations of such Appointing Authority.

All employees and applicants must be able to perform the essential functions of the position, with or without reasonable accommodation. In addition, the Appointing Authority, at its own expense, may require a current employee at any time to take a medical examination conducted by a licensed physician to be selected by the Appointing Authority, if they have any reason to believe the employee is no longer capable of performing the essential duties and responsibilities of his or her position.

Prospective employees in certain classifications may further be required to demonstrate their knowledge or perform certain tests of skill in order to further ascertain such prospective employee's fitness for the position. In the event that a position requires educational degrees, licensure or other certification, the applicant must furnish certified copies of such documents to the Appointing Authority which must be appropriately maintained in good standing if the applicant is subsequently hired.

Upon hire and annually thereafter, Fairfield County employees are to participate in various educational and training sessions as deemed necessary by their appointing authorities. All county employees are required to take an ethics training, cybersecurity training, and unlawful harassment training each year. Each appointing authority shall be responsible for providing these required trainings to new and existing employees in conjunction with Fairfield County Human Resources.



**SECTION: 2:4**  
**SUBJECT: SENIORITY**

Seniority is defined for purpose of layoff as the uninterrupted length of continuous service with a state agency, board, commission, county office, or a state-supported college or university. Service time may be transferred from agency to agency without loss of seniority provided there is no break in service of more than thirty (30) days. If an employee is terminated from employment for any reason other than layoff, a break in service and seniority occurs. If the employee is “reinstated” within one (1) year of his termination however, continuous service is not deemed to be broken and seniority credit is given for prior service. An employee who is reinstated within one (1) year of the date of layoff retains previously accumulated seniority but receives no seniority credit for time spent while on layoff.

Seniority for the purposes of vacation is calculated according to the number of years of service with the County or any political subdivision of the State of Ohio. The service need not be continuous. The employee should report the prior service to the Appointing Authority within ninety (90) days of beginning employment with the County.

For all other purposes, seniority shall be defined as the uninterrupted length of continuous service with Fairfield County, Ohio. An authorized leave of absence does not constitute a break in service, and seniority continues to accumulate.

**SECTION: 2:5**  
**SUBJECT: HOURS OF WORK AND OVERTIME**

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. All employees scheduled for a minimum eight (8) hours per day shall be offered an unpaid lunch period, of which the length and time of day to be taken shall be dependent upon an employee’s responsibilities and day-to-day assignments. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee’s regularly scheduled work day. Sick leave, vacation leave, personal days, compensatory time, holidays and other paid and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Overtime shall be compensated at a rate of one and one-half times the employee’s regular rate of pay for actual overtime worked. Appointing Authorities may establish policies for payment of on-call rates of pay for employees required to work during emergency situations.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

**Overtime Exempt Employees**

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate appointing authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

## **Compensatory Time – Non-Exempt Employees Only**

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. For employees of a Job and Family Services, compensatory time must be used within one hundred eighty (180) days of its accrual. For all other County employees, compensatory time must be used within three hundred sixty-five (365) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The appointing authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) or three hundred sixty-five (365) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

## **FLSA Statement**

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as "exempt" from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to Human Resources (740-652-7895). The Human Resources Director will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

**SECTION: 2:6**  
**SUBJECT: LACTATION BREAKS**

All employees that have recently given birth shall be allowed reasonable break time in order to express breast milk for her feeding child each time the employee has a need to express milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from co-workers and members of the public, to be used by the employee for expressing milk. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee. To the extent additional time is needed, such additional time shall be unpaid.

**SECTION: 2:7**  
**SUBJECT: WORK ASSIGNMENTS**

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, as required, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would place him in an imminently harmful or life-threatening situation. If an employee objects to an assignment, he should complete the assignment first, and then file a complaint. Each Appointing Authority reserves the right to hire and assign work to student, temporary, casual, intermittent, and/or seasonal employees.

**SECTION: 2:8**  
**SUBJECT: WORKPLACE SAFETY**

Each Appointing Authority shall attempt to provide safe and healthy working conditions for its employees as is consistent with its resources and/or applicable law. In order to assist the County in this goal, it is necessary for all employees to follow appropriate and accepted safety work rules and to be observant as to potential work environment hazards or unsafe conditions.

In the event that an employee identifies a hazardous or unsafe condition within the work place, the condition shall be reported by the employee to the Appointing Authority as soon as possible after its discovery. The Appointing Authority will review and evaluate the condition and take appropriate corrective measures if necessary.

In the event that an employee is injured during the course of employment, the incident shall be reported to the Appointing Authority or appropriate supervisor immediately. The employee shall fully **complete the Workplace Injury Reporting packet found on [mymobilewalletcard.com/fairfieldco/](https://mymobilewalletcard.com/fairfieldco/)** ~~execute a written statement as to the facts and circumstances surrounding the accident~~ as soon as possible. When a work-related injury is reported to the Appointing Authority, Fairfield County will fully investigate the cause and identify appropriate corrective measures. Fairfield County will also ensure that any work-related injury receives prompt and appropriate medical treatment, including an employee recovery plan that will enable the employee to safely return to work as soon as possible. The supervisor is to notify Human Resources of the accident immediately.

If the employee requires medical attention, an “Incident Reporting Packet” should be sent with the employee to provide to the medical provider at the time treatment is initially sought. If due to the nature of the injury or other compelling circumstances it is not practical to send the Incident Reporting Packet to the medical provider with the injured employee at the time treatment is initially provided, then subsequent thereto it is the employee’s responsibility to deliver the Incident Reporting Packet to the medical provider as soon as possible after the initial treatment has been rendered. All applicable forms in the packet must be completed and submitted to Human Resources. If medical attention is not required, an “Employee Report of Incident or Injury” form must be completed and submitted to Human Resources.

If an employee is physically unable to complete the balance of the work day as a result of an accident, he or she shall be placed on sick leave for the remainder of the day. Further absence may require the employee to apply for additional sick leave, vacation, or Workers’ Compensation (whichever is applicable). Section 4:13 speaks specifically to Workers’ Compensation injuries.

Employees who are operating a commercial motor vehicle while involved in an accident shall be required to immediately submit to a drug and alcohol test if there is a fatality to any individual involved in the accident, or the employee receives a citation for a moving violation and someone involved in the accident receives medical treatment away from the scene, and/or one of the vehicles sustains disabling damage. Drug and/or alcohol testing may also be administered in accordance with the County’s policy on alcohol and drug abuse.

**SECTION: 2:9**  
**SUBJECT: CLASSIFICATION PLAN**

A classification plan based upon the duties and responsibilities of positions shall be maintained by the Appointing Authority. The plan shall include classification specifications consisting of a classification title, nature of work, essential functions, minimum qualifications, and other job-related characteristics. The Appointing Authority shall, as needed, review the duties and responsibilities of positions and make necessary adjustments or revisions to the classification plan.

**SECTION: 2:10**  
**SUBJECT: LAYOFF AND RECALL**

If it becomes necessary to reduce staffing levels, the Appointing Authority shall lay off employees in accordance with the rules promulgated by the Director of the Department of Administrative Services. Layoffs shall only occur when one of the following reasons can be determined:

1. Lack of work
2. Lack of funds
3. Abolishment of positions for reasons of:
  - a. Reorganization for the efficient operation of the appointing authority;
  - b. For reasons of economy; or
  - c. For lack of work.

When it is demonstrated that there is reason to reduce staffing levels, the Appointing Authority shall determine the number of positions and the classifications in which layoffs will occur. The Appointing Authority shall also prepare an order of layoff and the displacement and recall of laid-off employees. The order shall be based on length of service. For purposes of layoffs, length of service shall be the employee's continuous service. Continuous service includes service with other appointing authorities as long as there is no break in service. Such lists shall be posted in a conspicuous location, for employee inspection, at the time layoff notices are delivered. The Appointing Authority shall otherwise comply with the requirements of the O.R.C. and O.A.C.

The Appointing Authority may implement a paper layoff process by which all layoffs and displacements may be effectuated on paper prior to the actual effective date. This process shall provide all affected employees the opportunity to exercise their displacement rights prior to the actual implementation of the actual layoffs. Once employees have been notified of the layoffs and have exercised their displacement rights, if any, all layoffs may become effective on the same date in accordance with law.

## **SECTION: 2:11**

### **SUBJECT: TRAVEL, AND EXPENSE REIMBURSEMENT**

An employee may be reimbursed for mileage at the established applicable rate per mile for the use of privately-owned automobiles for County business, provided sufficient funds are available, and a written request is submitted in advance indicating the reasons for the travel. However, such reimbursement may be made only if the employee carries motor vehicle liability insurance as required by law.

An employee must file an itemized expense report within thirty (30) days of returning to work showing the purpose, benefit to the County, and the origin and destination of each trip in sufficient detail for the mileage claimed.

Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of each such person must be listed on the travel voucher. Charges for parking are reimbursable on any day when an employee is entitled to claim reimbursement for mileage.

Only “ordinary and necessary” business expenses for travel (including, for example, reimbursement for meals and lodging) may be reimbursed to the employee who incurred them without that employee paying income tax on the amount of the reimbursement. The Appointing Authority may approve additional expenditures beyond the limits if there is a justified, estimate approved prior to travel to metropolitan areas. Grant term and conditions must still be met. Ordinary and necessary business expenses should be submitted on an itemized expense report as soon as possible and within 30 days.

In order for meal reimbursements to NOT be taxable income to the employee the expenses must have been incurred in connection with overnight travel away from home.

Reimbursement for ordinary and necessary expenses must be “substantiated” through detailed, itemized, and dated receipts.

Reimbursement is authorized in accordance with the current limits established by the County Commissioners. Such limits may be changed from time-to-time. Meal costs which exceed the current limits will be reimbursed if the meal is an integral part of a meeting or conference. Proof of attendance shall be attached to the employee’s request for reimbursement.

If meal charges occur during an overnight stay, meal reimbursement for employees shall be the actual cost of the meal up to a maximum of \$15.00 for a meal occurring any time after midnight but no later than 11:00 a.m., \$25.00 for a meal occurring anytime from 11:00 a.m. to 4:00 p.m., and \$35.00 for a meal occurring anytime from 4:00 p.m. to midnight. Only one meal per stated time period will be reimbursed. If meals are included in the registration fee, employees will not be reimbursed for an “outside” meal unless exigent circumstances can be demonstrated. If meals are not incurred in connection with an overnight stay, the reimbursement will be counted as income and the employee is responsible for paying income tax on the amount of the reimbursement. Reimbursement of meal gratuities is authorized at the actual expense but not to exceed 20% of the actual meal expense and must be evidenced in the meal receipt. The amount of gratuity shall count against the applicable meal reimbursement rate.

Personal expenses incurred in traveling are not reimbursable, including but not limited to personal telephone calls, laundry, entertainment and alcoholic beverages.

**SECTION: 2:12**  
**SUBJECT: CREDIT & VENDOR CARDS**

Employees who are issued a County credit card may only use it for work related purposes. No employee may use a County credit card for personal use. Credit card use is in accordance with the Board of County Commissioners Credit Card Policy included in the manual as “Exhibit C”. Any employee issued a county credit card shall acknowledge receipt and review the policy prior to use prior to use of a county issued credit card.

**General Rules Applicable to all Cards**

1. Two forms must be completed in order to be in compliance with County policy on Credit Cards/Vendor (company specific) cards: 1.) Credit Card Key Department Contact Agreement, and 2.) Credit Cardholder User Agreement. Both forms are on the Fairfield County Intranet under Auditor’s Office forms, or by calling the Auditor’s Office Finance Department at 681-5509.
2. An appointing authority must designate a key department contact that will review, reconcile, approve, insure sufficient funding is available, and match supporting documentation to the vendor’s billing statement. The key department contact will also be the primary contact person with the vendor and receive the monthly billing statements addressed to them directly. The contact person will work directly with the vendor to resolve erroneous charges, disputed items, and in tracking credits. The purchaser(s) will provide the invoices to the key department contact in sufficient line item detail and notes to determine the business purpose of the transaction. The key department contact will forward the statement and supporting documentation for payment, in the prescribed time frame to pay the vendor without late fees or interest charged. Most typically, the key department contact will be the person with an established relationship with the Auditor’s Office in paying bills.
3. The key department contact will notify the Auditor’s Office of all credit cards taken out and in circulation, along with the authorized user(s) of the card. Any cards issued in the name of the department and available for multiple users must be stored in a secure area with limited access.
4. Misuse of the card will result in revocation and the County will seek restitution for any inappropriate charges. The department/employee must accept responsibility for protection and proper usage of the card for work-related purposes only. All transactions must be for a proper public purpose.
5. Every effort should be made when establishing vendor accounts to insure the County is treated as tax exempt, as well by purchasers at the actual point of sale.
6. If an individual cardholder is terminating from the department, the card must be returned to the key department contact which will then cancel the account and destroy the card.

**Credit Cards**

Credit cards such as (Visa, MasterCard, and Discover, etc.) are governed by ORC 301.27, require Board of Commissioner approval, are for very specific and limited categories of work related expenses listed below, and do not permit late fees or finance charges as allowable expenses, unless authorized by Board of Commissioners. Allowable expenses include:



1. Food expenses
2. Transportation expenses
3. Gasoline and oil expenses
4. Motor vehicle repair and maintenance expenses
5. Telephone expenses
6. Lodging expenses
7. Internet service provider expenses
8. In the case of a public children services agency, expenses for purchases for children for whom the agency is providing temporary emergency care pursuant to section 5153.16 of the Revised Code, children in the temporary or permanent custody of the agency, and children in a planned permanent living arrangement.
9. Webinar expenses
10. The expenses for purchases of automatic or electronic data processing or record-keeping equipment, software, or services, provided that, in a county that has established an automatic data processing board, the county office and the county officer or employee authorized to use the credit card comply with sections 307.84 to 307.847 of the Revised Code. The expenses paid by a credit card under division (B)(1)(j) of this section shall not exceed ten thousand dollars per quarter, unless the board of county commissioners adopts a resolution approving the payment by credit card of such expenses that exceed that amount during that time period.

**NOTE: Use of a county credit card for any use other than permitted above is a violation of ORC 2913.21.**

Under no circumstances shall the “cash back” or “cash withdrawal” option be used and alcohol, entertainment, personal services expenditures are strictly prohibited.

### **Vendor (company specific) Cards**

An appointing authority may authorize employees to make small purchases with a Vendor card (used only with a specific company) for administrative convenience. An appointing authority will establish reasonable dollar limits by transaction or period of time with each vendor according to need, minimizing the County liability and exposure to misuse. Cards are not to be used to circumvent the bidding process. No card may ever be used for cash advances.

Cards may be issued in the name of the department allowing multiple employees to sign out, or in the name of a specific individual. In both cases, safekeeping of the card, and usage limited to an authorized individual(s) is paramount. Any items ordered must be shipped to a Fairfield County work location, as shipments to home addresses are never allowed. All charges are to be paid in the current billing period avoiding any late fees or interest charges. Employees may not use frequent flyer miles earned for County travel for personal use.

**SECTION: 2:13**  
**SUBJECT: EDUCATION**

In order to improve the quality of service to the residents of the County, it is occasionally beneficial to permit employees to participate in professional development activities including meetings, seminars, courses, workshops and/or conferences. As such, authorization with or without pay may be authorized for such purposes provided a request is submitted in writing at least one (1) week in advance. Continuing education (beyond college or university education) is valued at Fairfield County. Most departments offer some form of continuing education for employees. If a department required additional resources for continuing education, the department head or appointing authority should justify and evaluate the request and present it.

Section 4:12 details the tuition reimbursement policy of the county.

**SECTION: 2:14**  
**SUBJECT: PERSONNEL RECORDS**

Personnel records shall be maintained on all employees by the Appointing Authority. Such records may include information such as application for employment, letters of reference, performance evaluations, disciplinary actions or letters of commendation, and miscellaneous personnel forms and records. Medical records shall not be maintained in the employee's personnel file. Such records shall be kept in a medical file on separate forms, in separate medical files in compliance with the Americans with Disabilities Act.

Any employee may examine his or her personnel file by giving at least twenty-four (24) hours advance notice to the Appointing Authority. Such examination shall be made on non-work time or at some other mutually agreeable time. Confidential information as defined in Section 149.43 of the Ohio Revised Code shall not be released from the employee's personnel file unless specifically authorized by such employee in writing. This includes an employee's social security number.

When a public records request is made for an employee's records, the County will attempt to inform the employee of the request in advance of the release of records. The County will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the impending release of neither the requested information nor the employee's objection to such request shall constitute grounds for an unreasonable delay in responding to or releasing the records pursuant to an appropriate request. Employees are responsible for taking prompt and timely legal action at their own cost and expense in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must notify the Appointing Authority as soon as practicable of any changes in name, address, home telephone number, marital status, citizenship, tax exemptions, affiliation with any branch of the armed forces, or loss of licensure or insurability, if applicable.

Personnel records may only be destroyed in accordance with the County's records retention schedule.

**SECTION: 2:15**

**SUBJECT: CONFIDENTIALITY AND LIMITATIONS ON USE OF MEDICAL INFORMATION**

State and federal law imposes strict limitations on the use of medical examinations, medical information and medical related inquiries of employees. All medical information obtained from medical examinations and inquiries shall be collected and maintained on separate forms, in separate medical files, and shall further be treated as a confidential medical record. Medical-related material shall not be placed in an employee's personnel file. The Appointing Authority of the County shall take steps to guarantee the security of the employee's medical information, including:

1. Keeping the information in a medical file in a separate, locked cabinet, apart from the location of personnel files.
2. Designating a specific person or persons to have access to the medical file.

All medical related information shall be kept confidential, with the following exceptions:

1. Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
2. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment, or if any specific procedures are needed in the case of fire or other evacuations.
3. Government officials investigating compliance with the ADA and other federal and state laws prohibiting discrimination on the basis of disability or handicap shall be provided relevant information on request. (Other federal laws and regulations also may require disclosure of relevant medical information.)
4. Relevant information may be provided to state Workers' Compensation offices in accordance with state Workers' Compensation laws.
5. Relevant information may be provided to insurance companies where the company requires a medical examination to provide health or life insurance for employees.
6. Where authorized or required by law.

**SECTION: 2:16**  
**SUBJECT: WEATHER EMERGENCY/CLOSURE OF FACILITIES**

The Board of Commissioners has the authority to declare early release of staff or full-day closure of buildings due to emergency conditions. Where practicable, remote operations will continue during a building closure and employees may work remotely. In the event an emergency is declared, the following policies and procedures are in effect and should remote work not be available, time should be charged as outlined.

Early Closing - If the Board of County Commissioners announces an early closing of County buildings, each elected official will be notified of the decision and the time it is to be implemented. In the event of an early closing time, employees sent home will be paid for the balance of their shift. Employees who call in sick, vacation, or compensatory time that morning, will be charged with a full day sick, vacation, or compensatory time, whichever was stated when they called in. Employees who called in to report their inability to get to work because of hazardous conditions will be permitted to use a full day of vacation or compensatory time.

Full Day Closing - In the event the Board of County Commissioners decides to close a building(s) for a complete day, an announcement will be made as soon as practical via the Employee Notification System. This system will call, text, and/or email employees based upon the information employees have entered in Employee Self Service, which is found by locating [inside.Fairfield - Welcome](#) and logging in. ~~information~~ ~~portal~~. That announcement will indicate agency and building status. Employees who are on a previously scheduled sick, vacation or compensatory leave day will be charged a full day of sick, vacation, or compensatory leave, whichever was previously scheduled.

Employees shall make every effort to report to work, unless instructed to do otherwise. Those employees who arrive late will not be penalized.

**SECTION: 2:17**  
**SUBJECT: PERFORMANCE EVALUATIONS**

The job performance of County employees may be evaluated during an employee's initial or promotional probationary period. The first probationary evaluation will normally be conducted on or about the employee's completion of ninety (90) calendar days of employment, with the second evaluation being completed within two (2) weeks prior to the end of the employee's probationary period. Employees who are not serving a probationary period shall have their performance reviewed at least annually but may be conducted more frequently if deemed necessary. All performance appraisals should be maintained in employee personnel files and should be completed by December 15<sup>th</sup>.

The primary purpose of a performance evaluation is to review each employee's performance in relation to established expectations and standards of conduct and performance during a specified period. Specifically, performance evaluations are intended to identify the strengths of an employee's performance and areas where improvement can or should be made. Performance evaluations should also encourage better communication between the employee and supervisor and improve employee's understanding of the Appointing Authority's expectations of him or her. Finally, evaluations may be used in considering potential candidates for promotion, determining the need for employee terminations, and in determining the sequence of employees to be laid off when such action is necessary.

**SECTION: 2:18**  
**SUBJECT: REMOTE WORK**

Remote work allows employees, when appropriate, to work at home or another location for all or part of their workweek. This flexible work option is possible when both the employee and the job/work are suited to such an arrangement. Remote work may be suitable for some positions but not all. Remote work is neither an entitlement nor a benefit, and in no way changes the terms and conditions of employment with Fairfield County or its appointing authorities. All remote work assignments shall be made on a case-by-case basis, focusing first on operational need.

Remote work may be granted in the following forms:

- Full-time
- Part-time (a blend of in and out-of-office hours)
- Short-term projects
- On travel days
- As necessary for emergency situations such as a natural disaster, pandemic, fire, etc.

Appointing authorities must approve all remote work assignments prior to remote work being commenced. Remote work assignments may be discontinued at any time by an appointing authority. While effort may be made to provide the employee with notice, an appointing authority may terminate a remote work assignment without notice or cause.

**ELIGIBILITY:**

Remote work is an alternative method of meeting operational need and is subject to the discretionary approval of an appointing authority and may be revoked at any time. Some positions by their nature require an employee to be in the office full-time and are designated as such by the appointing authority. These positions

will not be eligible for remote work. Other positions will be evaluated based on position, current need and circumstances, and the productivity and work habits of the individual employee. There should be no expectation that remote work will be ongoing. The supervisor and employee will review the suitability of a remote work assignment and then submit the plan to the appointing authority.

Remote Work Agreement. An employee must complete and sign a Remote Work Agreement and have it signed by their department director prior to the commencement of a remote work assignment. Remote Work Agreement templates may be obtained from Human Resources.

## **ARTICLE 3: EMPLOYEE CONDUCT AND RIGHTS**

**SECTION: 3:1**

**SUBJECT: PROBATIONARY PERIOD**

Newly hired or newly promoted employees shall be required to successfully complete a one hundred and eighty (180) calendar day probationary period. Each appointing authority may establish a probationary period in excess of one hundred eighty (180) days in accordance with law. No probationary period may exceed one (1) year. The probationary period allows the Appointing Authority to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate to the Appointing Authority and acceptable standard of conduct and performance shall be retained in their positions. Such employees shall be formally or informally evaluated on or about their completion of ninety (90) days of the probationary period and upon completion of one hundred and eighty (180) days if not terminated prior thereto.

If, at any time during the initial probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, he or she may be terminated. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period. Employees working irregular schedules and intermittent employees shall have their one hundred and eighty (180) day probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

The failure of an employee to complete a promotional probationary period due to unsatisfactory performance shall result in the returning of the employee to his or her same or similar position prior to the promotion at the former rate of pay.

A newly hired probationary employee is not entitled to a wage increase during his or her probationary period.

A newly hired or newly promoted employee who has completed their probationary period by November 30 shall be eligible for any annual merit increase.

A newly hired or newly promoted employee who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.

**SECTION: 3:2**

**SUBJECT: PUBLIC EMPLOYEES ETHICS/CONFLICT OF INTEREST**

In order to maintain the integrity and confidence that the public has in Fairfield County government offices and departments, it is essential that employees of each Appointing Authority not use their positions for personal gain. In order to achieve this goal, all employees must act in an ethical manner and avoid conflicts of interest. Upon hire, employees are provided copies of Chapter 102 and Section 2921.42 of the Ohio Revised Code. Employees acknowledge receipt of these documents in writing.

Ohio law prohibits public officials, including employees, from using their authority, influence or position to benefit a member of his/her family or any business associate. This restriction includes all public contracts; including employment with the County, investment of public funds and other business relations with the County unless one of the exceptions set forth in the Ohio Revised Code apply to the specific circumstances. In addition, no employee may directly supervise a member of his/her family nor approve any time sheet or payroll related item for a family member.

No employee shall use his or her official position for personal gain, participate directly or indirectly in any activity which is in conflict with his or her official duties, or disclose confidential information regarding the business of the County to any private concern for his or her personal benefit.

No employee shall represent, have an interest in, or be employed by a private interest with which the County does business or act as an agent for or render services on behalf of any private interest where such activities would be incompatible with the duties and responsibilities of such employee.

No employee shall solicit or accept for their personal use anything of economic value from any individual or entity engaged in business with the county.

Any employee found to be in violation of this section shall be subject to possible disciplinary actions up to, and including, termination. Any employee who has a question as to whether or not his or her actions or activities are in violation of this section should direct such inquiry to the Appointing Authority.



**SECTION: 3:3**  
**SUBJECT: NEPOTISM**

**Hiring**

The County will receive employment applications from relatives of current employees upon the submission of such application by such relative. However, the following four (4) situations shall prevent the County from hiring a relative of a current employee:

1. If one relative would have supervisory, budgetary, or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the County.
4. If the hiring of relatives could result in a conflict of interest.

**Employment**

Employees are not permitted to work in a position where their supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the County must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for public officials to use their influence to obtain a benefit, including a job for their relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the section, the term “relative” shall include: spouse, fiancé, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, a legal guardian or other person who stands in the place of a parent to the employee, and a person who shares the same residence as the employee.

**SECTION: 3:4**  
**SUBJECT: ABSENTEEISM AND TARDINESS**

Employees who are unable to report for a regularly assigned work day shall be required to notify their Supervisor or other designated representative of such absence and the reason(s) thereof prior to the start of the scheduled shift, if possible but no later than fifteen (15) minutes after the start of the employee's scheduled shift. Employees who do not properly give notice of or document their absence, are habitually tardy, are absent without leave, are using sick leave for improper reasons, use excessive amounts of sick leave or develop a pattern of use, shall be subject to disciplinary action and/or shall not be paid. If an employee is absent without leave or notification for three (3) or more days, he or she may be deemed by the Appointing Authority to have abandoned his or her position and shall be subject to termination from employment.

The Appointing Authority reserves the right to control employee attendance and absenteeism and promulgate any specific rules and regulations in furtherance of this objective. The Appointing Authority may investigate situations of suspected sick leave abuse. Each Appointing Authority may adopt rules and guidelines to implement and enforce this provision.

**SECTION: 3:5**  
**SUBJECT: OUTSIDE EMPLOYMENT**

No employee shall have other outside employment which conflicts in any manner (including overtime requirements) with such employee's ability to properly and efficiently perform his or her duties and responsibilities with the Appointing Authority. In addition, full-time employees are required to consider this employment with the County to be their "primary" occupation which shall take precedence over any other outside employment which such employees may have. This means that employees are expected to be at work and fit for duty when scheduled. Employees are prohibited from engaging in secondary employment while on sick leave, disability leave or family medical leave. Finally, employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.

**SECTION: 3:6**  
**SUBJECT: POLITICAL ACTIVITY**

This policy lists examples of the specific political activities legally permitted and prohibited of all classified employees pursuant to O.R.C. §124.57, including classified employees on authorized leave of absence from their positions. Unclassified employees may participate in partisan political activities.

**Activities Permitted of Classified Employees:**

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating nonpartisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Nominating petitions. Employees may sign nominating petitions in support of individuals.
7. Political materials. Employees may display political materials in the employee's home or on the employee's property.
8. Badges, buttons, and stickers. Employees may wear political badges or buttons (so long as doing so does not interfere with job safety) or display political stickers on private vehicles.
9. Serving as a precinct election official under O.R.C. §3501.22.

**Activities Prohibited of Classified Employees:**

1. Participating in a partisan election as a candidate for office
2. Participating in a nonpartisan election as a candidate for office if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any candidate participating in a partisan election.
5. Service in an elected or appointed office in any partisan political organization.
6. Accepting a party-sponsored appointment to any office normally filled by partisan election.
7. Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Soliciting, either directly or indirectly, any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate.
9. Soliciting the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Engaging in political caucuses of a partisan nature.
13. Participating in a political action committee which supports partisan activity.
14. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact the Appointing Authority prior to engaging in such conduct.

**SECTION: 3:7**  
**SUBJECT: DISCIPLINARY PROCEDURE**

Employees who have completed their probationary period and are in the classified civil services may only be disciplined for just cause. Disciplinary action normally will be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the position held by the employee, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the Appointing Authority's discretion to impose an appropriate level of discipline under the specific factual circumstances.

The County has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Employees may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, violation of a policy or a work rule, misfeasance, malfeasance, nonfeasance, conviction of a felony or any other reason set forth in O.R.C. §124.34. Examples of reasons for which disciplinary action may be taken include, but are not limited to, the following:

1. Failure to maintain appropriate work standards.
2. Failure to comply with the work rules, policies or instructions of a supervisor.
3. Abuse of sick leave or falsification of leave requests.
4. Failure to observe proper safety standards and rules.
5. Engaging in non-work-related activity while on duty.
6. Improper use of Employer's equipment or use of equipment for non-work-related purposes.
7. Failure to cooperate with other employees.
8. Sleeping while on duty.
9. Being in possession of, consuming, selling or being under the influence of alcohol or drugs while on duty.
10. Falsifying records and/or making false statements.
11. Performing private work while on duty.
12. Making or publishing of false, vicious or malicious statements concerning employees, supervisors, the Appointing Authority or their operations.
13. Use of abusive, profane or threatening language towards employees or the public.
14. Unauthorized political activity.
15. Conduct that impacts the employee's credibility and/or has a relationship to the employee's job and/or public perception.
16. Misuse or removal of County records or information without prior authorization.
17. Failure to cooperate in a disciplinary investigation.

Whenever the appointing authority believes that discipline of a classified employee in the form of a suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. At least forty-eight (48) hours prior to the pre-disciplinary conference, the appointing authority shall provide the employee with notice of the charges. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative

respond. A failure to attend the pre-disciplinary conference shall be deemed a waiver by the employee.

An appointing authority may place an employee on leave without pay for up to two months if the employee has been charged with a felony. If the employee does not plead to or is not found guilty of a felony, the appointing authority must reimburse the employee for back pay plus interest. A classified employee who is convicted of a felony immediately forfeits his status as a classified employee.

In lieu of termination, the appointing authority and the employee may enter into a last chance agreement. Such agreement shall be in writing and signed by the parties. A last chance agreement shall include all relevant terms. If the employee violates the agreement, the decision on the type of discipline to impose shall be at the sole discretion of the appointing authority. The only issue that the employee may appeal to the State Personnel Board of Review is whether the employee engaged in wrongful conduct within the meaning of the agreement. Nothing in this section shall be construed to require the appointing authority to offer a last chance agreement.

**SECTION: 3:8**  
**SUBJECT: GRIEVANCE PROCEDURE**

Misunderstandings and differences of policy, procedures and work rules may sometimes arise when employees are working together on a day-to-day basis. In order that employees have a formal process in which to have their problems and questions heard and appropriately resolved in a timely manner, the following grievance procedure is hereby established:

**Step 1** - The grievant is encouraged to discuss the complaint giving rise to the grievance orally with his or her immediate supervisor in an attempt to resolve it. If the complaint is not resolved, a written grievance must be submitted to the grievant's immediate supervisor within five (5) working days from the date of the incident or occurrence giving rise to the grievance. The written grievance shall identify the name and position of the grievant, the date and time of the incident or occurrence, a statement of facts, and the remedy the grievant seeks. Within five (5) working days of receipt of the written grievance, the Supervisor shall provide an answer to the grievant and make further attempts to resolve the dispute.

**Step 2** - If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may resubmit it within five (5) working days from the grievant's receipt of the Step 1 answer to the grievant's Department Head. The Department Head shall provide an answer to the grievant within ten (10) working days of receipt of the grievance.

**Step 3** - If the grievance is not resolved in Step 2 to the grievant's satisfaction, the grievant may resubmit it within five (5) working days from the grievant's receipt of the Step 2 answer to the Appointing Authority or their designated representative. The Appointing Authority or designated representative shall investigate the grievance and/or meet with the grievant and provide an answer to the grievant within ten (10) working days of receipt of the grievance. Said answer shall be final and binding.

Grievances which arise as a result of actions of individuals at a certain level of the grievance procedure should be submitted directly to that step. For example, grievances relating to policies issued by the Appointing Authority should be submitted directly to Step 3.

The time limits in the grievance procedure may be extended only by mutual written agreement of the parties due to extenuating circumstances. A grievance shall be considered resolved if, at any point, the grievant withdraws his or her grievance in writing or fails to process the grievance within the specified time limits. Any grievance not answered by the Appointing Authority designee at any Step within designated time limits shall be considered to have been answered in the negative and may be taken to the next Step by the grievant in accordance with the procedures above.

**SECTION: 3:9**  
**SUBJECT: RESIGNATION AND REINSTATEMENT**

In the event that an employee intends to resign, he or she should notify the Appointing Authority in writing at least two (2) weeks in advance of the effective date in order to assure continuity of operations and timely payment of any separation pay.

**SECTION: 3:10**  
**SUBJECT: CLASSIFIED AND UNCLASSIFIED STATUS**

All employees of the County are in the classified civil service unless they are directly responsible to the elected official and hold a fiduciary and/or administrative relationship to such elected official or are specifically exempted from the classified service in accordance with the appropriate procedures by the Authority or exempted by operation of law (refer to O.R.C Section 124.11). Those employees in the classified service are afforded certain rights and protections under civil service law, including the right to be disciplined only for just cause after completion of probation.

Employees of an Appointing Authority who are in the unclassified service serve at their pleasure and may be terminated for any non-discriminatory reason. Such unclassified employees do not have the right of appeal to the State Personnel Board of Review.

**SECTION: 3:11**  
**SUBJECT: MINIMUM QUALIFICATIONS**

It is the responsibility of employees to maintain the minimum qualifications of their classification as established by the Appointing Authority and/or mandated by State or Federal law. The Appointing Authority shall determine the qualifications and requirements for each classification. Employees failing to maintain the minimum qualifications of their classification or who do not comply with State or Federal requirements relevant to their position may be subject to either termination of employment or a reduction of position, if a vacancy exists in a classification for which the employee is qualified.

An employee who is reduced in position shall receive the rate of pay of the lower classification and may apply for his former position when a vacancy becomes available and the requirements of the position have been met. All employees are expected to make reasonable and diligent efforts to maintain the qualification of their current classification. The provisions of Section 2:10, Layoff and Recall, shall not be applicable to this section.

In the event that the minimum requirements and qualifications of a classification are changed by external law, it shall be the sole responsibility of the employee to meet such requirements and maintain such qualifications as prescribed by State and/or Federal law. The Appointing Authority has no obligation to create a vacancy for an employee failing to maintain the qualifications of his job.

**SECTION: 3:12**  
**SUBJECT: UNLAWFUL HARASSMENT AND DISCRIMINATION**

**Purpose**

It is the policy of Fairfield County to provide its employees an environment free of employee discrimination or harassment including sexual harassment. Discrimination and unlawful harassment are issues that can affect employees at all levels. Discrimination and unlawful harassment are inappropriate and illegal and will not be tolerated. Such behavior interferes with the well-being and productivity of the employee and the efficiency of our organization, negatively affecting morale, motivation and job performance. Fairfield County, in a commitment to eliminating this inappropriate behavior, has established the following policy. Employees shall not engage in any discriminatory or harassing behavior based on an individual's race, color, sex, religion, national origin, age, disability, ancestry, military status, or genetic information.

**Legal Definition**

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in one of the above-listed protected classifications.

Unlawful harassment is a form of employment discrimination. Harassment is unwelcome conduct that is based on race, color, religion, sex, national origin, age, ancestry, disability, genetic information, and/or military status. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment that is based on one of the other protected categories listed above is similarly unlawful and must be reported.

Any discrimination or harassment based on an individual's race, sex, national origin, age or disability, military status or genetic information will not be tolerated.

**Behavior That Can Constitute Sexual or Unlawful Harassment**

Sexual or unlawful harassment does not generally encompass conduct of a socially acceptable nature however, some conduct which is appropriate in a social setting may be inappropriate in the work place. Sexual harassment occurs when behavior of a sexual nature is directed toward an employee who finds that behavior unwelcome and offensive or the behavior fails to respect rights of others, is demeaning or lowers morale. Acquiescence in the behavior will not negate the existence of sexual or unlawful harassment.

"Unwelcome" does not mean involuntary. Prohibited conduct includes but is not limited to sexual



comments, suggestions, jokes, leering, pats, squeezes or other similar contact, and posting of sexual pictures, cartoons, photos or other graphics.

Sexual or unlawful harassment may also extend beyond the confines of this organization. Conduct that occurs off duty and off premises against an employee of the County will also be subject to this policy.

For purposes of this policy some examples of sexual harassment or unlawful harassment include, but are not limited to:

1. Jokes and comments of a sexual or discriminatory nature whether directed at a particular individual or told within an apparently friendly group;
2. Any touching, leering, pursuing or other attention that is unwelcome whether by the person who is the focus of the attention or others within view;
3. Direct propositions of a sexual nature or pressure for sexual activity which is unwelcome;
4. Display of sexually oriented materials in a location where others can see it.

Acts such as these constitute sexual harassment or unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual;
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

## **Complaints**

Employees who feel they have been subject to discrimination, sexual harassment or unlawful harassment by an employee or other individual in any way affiliated with this organization, have witnessed discrimination or harassment or wish to raise questions or concerns shall immediately contact their supervisor, department head, the Appointing Authority or the County Prosecutor.

Although an employee is encouraged to confront an alleged harasser or discriminator, he or she also shall report any incidents to management. When a supervisor or department head is notified of alleged harassment or discrimination, he or she will immediately investigate the complaint. The investigation may include private interviews of the employee allegedly harassed or discriminated against, the employee allegedly committing the harassment or discrimination and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. Determinations shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment or discrimination and prevent its recurrence will be taken. All employees are required to cooperate in any investigation.

## **Retaliation**

Anti-discrimination laws also prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws; or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The County and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels that he has been subjected to retaliatory conduct as a result of actions

taken under this policy, or as a result of his relationship with an individual who took action under this policy, shall report such conduct to the supervisor, Department Head, Appointing Authority or County Prosecutor immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline. Disciplinary action for filing a false complaint is not a retaliatory act.

### **False Complaints**

Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Failure to prove sexual and/or unlawful harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

### **Corrective Action**

Sexual and unlawful harassment will not be tolerated. Sexual and unlawful harassment is considered to be failure of good behavior and conduct unbecoming. Disciplinary action will result and be reflective of the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual or unlawful harassment, discipline will be administered which may include removal.

Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting discriminatory or harassing behavior towards an employee exercising a right under this policy will also be subject to discipline. Any employee who has knowledge of sexually harassing or unlawful harassing conduct that allows the conduct to go unaddressed will be subject to discipline.

Employees are responsible for:

1. adhering to this policy
2. discouraging sexual harassment or unlawful harassment
3. reporting any and all incidents to appropriate persons
4. cooperating in any investigation which might result
5. directing any questions to their supervisor or department head

**NOTE: An employee who has questions or concerns regarding this policy should contact their supervisor.**

**SECTION: 3:13**

**SUBJECT: SMOKE AND TOBACCO FREE WORK ENVIRONMENT**

There shall be no smoking or tobacco use in County facilities or vehicles. This includes the use of electronic cigarettes. The Appointing Authority recognizes that each employee has a right to smoke and may do so at designated outside locations. Employees will not, however, be allowed to lessen their total daily or weekly work time in order to smoke.

**SECTION: 3:14**  
**SUBJECT: ALCOHOLISM AND DRUG ABUSE**

**Drug-Free Workplace**

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol, drug addiction or substance abuse problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to the time that the alcohol/drug addiction/substance abuse problem affects his/her performance or otherwise becomes known by the appointing authority will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases in accordance with law. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

Fairfield County maintains a drug and alcohol-free workplace in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substances are strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County conducts preemployment drug and alcohol screening and may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

**Drug Policy**

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or

possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 et seq.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, and prior to returning to work, but no longer than five (5) calendar days of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including termination. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

**NOTE: Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.**

Fairfield County has a zero-tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using **medical** marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose **either** authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including **medical** marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

### **Drug/Alcohol Testing Policy**

In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge. Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the

rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.

In addition to the testing allowed under section (b)(1), above Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

## **Discipline**

Fairfield County may discipline an employee for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, including a refusal to test or a positive test result on a return to duty or follow-up test shall result in the employee's discharge. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

## **Refusal to Test**

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;

Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;

Failure to execute or release forms required as part of the testing process.

## **Prescription/OTC Medications**

Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions,

with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

### **Drivers with CDLs and the FMSCA Drug and Alcohol Clearinghouse**

Fairfield County is committed to complying with the Federal Motor Carrier Safety Administration's (FMCSA) Drug and Alcohol Clearinghouse. Fairfield County will report failed and refused drug and alcohol tests by CDL drivers.

Additionally, Fairfield County will conduct the required queries of the FMSCA Clearinghouse annually and during the pre-employment process in order to ensure driver eligibility to perform safety sensitive functions, including driving a commercial vehicle. In order for Fairfield County to conduct the necessary queries, employees and applicants are required to complete the required written consent.

Consistent with the FMCSA Clearinghouse requirements, Fairfield County shall conduct a full query of the Clearinghouse of each pre-employment driver during the background investigation process. Fairfield County will conduct limited queries, at least annually, for all employees required to possess and maintain a CDL.

Fairfield County will report all drug and alcohol program violations to the FMSCA Clearinghouse, including negative return-to-duty test results, as well as the date of the successful completion of a follow-up testing plan for any driver with unresolved drug and alcohol program violations.

### **Fairfield County will report the following to the FMSCA Clearinghouse:**

1. Alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return to duty test result;
3. A refusal to submit to a drug or an alcohol test;
4. A refusal to test determination made in accordance with 49 CFR 40.191;
5. A report that the driver has successfully completed all follow-up tests;
6. Verified positive, adulterated, or substituted drug test result;
7. Pre-duty or on-duty alcohol use;
8. Drug use as defined in the regulations;
9. Fairfield County's report of completion of follow-up testing;
10. Other results required by law.

Fairfield County will not report drug and alcohol testing results outside of DOT required tests.

In the event a driver refuses consent during the pre-employment screening process, Fairfield County shall not hire the driver. In the event a current employee refuses to give consent, the employee may be disciplined, up to and including termination. Further, a current employee refusing consent may be found to be incapable of performing their essential job duties as they will not be permitted to drive. A driver cannot drive until the query is conducted. If a query of a current employee returns notice that a drug or alcohol violation exists,

a full query will be conducted upon the receipt of specific consent by the employee.

CDL drivers may petition to correct FMCSA Clearinghouse records.

**SECTION: 3:15**

**SUBJECT: SOLICITATION, DISTRIBUTION AND SALE OF MERCHANDISE**

**Solicitation Distribution**

The following policy on solicitation and distribution is hereby adopted by the Appointing Authority as to any and all employer premises of the County, including but not limited to administrative offices, work sites, and locations.

**Non-employees**

Non-employees of the County who intend a solicitation and distribution visit to the interior premises of the employer’s facility shall give the employer not less than seven (7) calendar days’ notice of each visit. Such notice shall be accompanied by a list of persons intending access and a designated time. All solicitation and distribution activity by non-employees shall be confined to non-work time and in non-work areas designated by the Appointing Authority and must not jeopardize health and safety.

**Employees**

Employees of Fairfield County are not permitted to engage in solicitation of other employees and distribution during any employees, work time whether in work or non-work areas. Employees may conduct solicitation and distribution activity in work and non-work areas, but only if both employees are on non-work time.

Each Appointing Authority may regulate any solicitation and distribution activity by any employee or non-employee which disrupts or interferes with the normal work on the County premises.

**Definitions**

The term “Solicitation” as used in this policy includes, but is not limited to, any act which requests, urges or seeks to induce in any way any employee to give or pay or obligate to pay money for any cause for any reason or to sign any document indicating membership in any organization, association, or group, or indicating support for or a pledge to any such organization, association, or group.

The term “Distribution” as used in this policy includes the passing out of any type of literature, advertising, handbills, circulars, forms, or any other memorabilia.

The term “work area” as used in this policy includes, but is not limited to, all offices, work sites, locations, conference rooms, and corridors leading directly thereto, and such other areas which are essential to the performance of an employee’s duties.

The term “non-work area,” as used in this Policy Manual includes, but is not limited to, cafeterias, break rooms, or other areas where work is not customarily performed.

The term “work time”, as used in this Policy Manual includes, but is not limited to, such time when an employee is engaged or should be engaged in work duties and assignments.

The term “non-work time” as used in this policy includes, but is not limited to, such time when an employee is not required to perform work duties and assignments, such as meal periods, authorized breaks, and before and after scheduled shifts or working hours.



## **Sale of Merchandise**

Generally, employees shall not be permitted to sell merchandise on County premises. In limited circumstances, however, the selling of merchandise by employees may be permitted with prior written approval.

### **SECTION: 3:16**

#### **SUBJECT: COUNTY PROPERTY**

Employees are prohibited from using County materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using County materials, tools, facilities, or equipment. All County tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the County. Employees who separate from service with the County are responsible for return of reusable County property in their possession.

Employees have no reasonable expectation of privacy in the use of County property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the County reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search County property and facilities or any other enclosed or open area within County property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The County also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from County facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The County reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the County.

The County may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, County-issued cellular phones are considered County property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of County cellular phones while operating a motor vehicle (County-owned or personal) is prohibited.

**SECTION: 3:17**

**SUBJECT: CONDUCT AND APPEARANCE**

The primary purpose of the various Fairfield County departments and offices is to serve the public in meeting its needs. In this regard, employees of the County will be expected to be prompt, efficient, professional and courteous in dealings with the public, whether directly or indirectly, and treat their fellow employees with mutual respect.

In addition, each Appointing Authority reserves the right to prescribe standards for dress and grooming and require that an employee's overall appearance be appropriate to the workplace, be in good taste, neat, and put forth a favorable image on behalf of the County.

If uniforms are provided to any employees, such uniforms must be worn during scheduled working hours. The wearing of any item of clothing that bears objectionable, obscene, and/or profane pictures, caricatures, writings, or other forms of inappropriate communication is strictly prohibited.

**SECTION: 3:18**

**SUBJECT: CONCEAL CARRY**

This policy addresses various issues concerning the provisions of Ohio's "Concealed Carry" statute. The County makes reasonable efforts to provide safe and secure working conditions. Employees share in this responsibility. Employees should report any perceived unsafe working conditions to their supervisor.

The Concealed Carry statute authorizes individuals, who meet certain licensing requirements, to carry a concealed firearm as defined in the statute. The Concealed Carry statute exempts certain areas, including public buildings from the scope of this law. In addition to the specific restrictions in the Concealed Carry statute, the Fairfield County Commissioners have adopted this policy to address issues pertaining to employment and the application of this statute. In addition to the specific provisions of the conceal carry statute, employees are expected to comply with this policy.

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto Fairfield County property. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

Fairfield County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a County owned vehicle.

This policy does not prohibit employees possessing a valid license to carry a concealed handgun from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. County Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a County owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon on the premises of the County. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon at any time while they are working for the County, acting within in the course and scope of employment, or acting as a representative of the County.

Fairfield County reserves the right to inspect County owned property at any time. In addition, if the County has reasonable suspicion that an employee or visitor is carrying a concealed weapon in violation of this policy, it reserves the right to require the individual to voluntarily demonstrate compliance with this policy. If the individual refuses to comply, he/she may be denied access to the County facility or vehicle.

Any violation of this policy may result in disciplinary action, up to and including termination.

**SECTION: 3:19****SUBJECT: VIOLENCE-FREE WORKPLACE**

Fairfield County will not tolerate threats or acts of workplace violence and we are committed to providing a safe and professional work environment. All employees are expected to treat co-workers, managers, elected officials and the public in a mature and professional manner. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect County employees or which occur on county property will not be tolerated.

Prohibited workplace violence consists of:

1. All threats or acts of violence occurring on county property, regardless of the relationship between the county and the individual involved in the incident.
2. All threats or acts of violence not occurring on county property, but involving someone who is acting in the capacity as a representative the county.
3. All threats or acts of violence not occurring on county property, but involving an employee of the county if the threats or acts of violence affect the legitimate interests of the county.
4. Any threats or acts of violence resulting in the conviction of an employee or agent of the county, or of an individual performing service on the department's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests of the county.
5. With exception to law enforcement officers, pursuant to Ohio law, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance in county owned or leased buildings, secured areas, and vehicles. A valid license does not authorize the licensee to carry a weapon onto these premises. Violators of this policy will be subject to discipline, up to and including immediate termination and possibly prosecuted for violation of Ohio law.

Employees should also be alert to any threats or acts of violent behavior from co-workers, the public, clients, or others. Employees and management should utilize necessary precautions to protect all parties when a threat is made. It is the responsibility of each employee to report incidents of threats or acts of physical violence of which he or she is aware to his/her immediate supervisor or to the appointing authority. If a county employee is the individual reporting the incident, the report should be addressed to the reporting individual's immediate supervisor or a member of the management staff for assessment and possible referral to the appropriate law enforcement agency. Any employee involved in violating this policy will be subjected to disciplinary action, which may include termination, in accordance with the applicable law.

**SECTION: 3:20**  
**SUBJECT: WORKPLACE SEARCHES**

Fairfield County is concerned with the safety and security of its workplace. To provide a safe, secure, and healthy workplace, from time-to-time, workplace searches may be necessary and will be conducted when probable cause and/or reasonable suspicion is present as part of an investigation of specific allegations, including but not limited to drug/alcohol use or possession at the workplace, illegal possession of weapons at the workplace, evidence of theft from the workplace, and abusing the use of County property for personal purposes or outside ventures.

All Fairfield County facilities, buildings, offices, furnishings, equipment and computers are property of the County, and are provided to employees for their use in the conduct of County business. The County retains the right to search all buildings, offices, furnishings, equipment, computers, cell telephones and other items brought onto County premises at any time, with or without notice or employee consent, including personal property employees may bring to work such as purses, briefcases, lunch boxes, backpacks, bags, etc. Employees who bring personal property onto County premises, or use County equipment or materials for personal purposes, do so at their own peril and should not expect privacy.

In addition, any supervisor has the authority to inspect packages or other articles leaving the County's premises in the possession of any employee if that employee is reasonably suspected of removing County owned property without permission. The County maintains the right to cut and remove personal locks from County-owned property at any time. The County also reserves the right to review records of County-owned telephone usage, including cellular telephones.

If during an investigation or search, information indicating the possible commission of a crime or other illegal violations is discovered, the County personnel may disclose that information to law enforcement authorities or to other appropriate persons.

Employees refusing to cooperate in a work-related search or security investigation will be disciplined, with penalties up to and including termination of employment.

**SECTION: 3:21**  
**SUBJECT: CELLULAR PHONE USE**

The use of cellular telephones is, in some instances the most effective manner in which to conduct Fairfield county business, particularly for those designated employees who, by the nature of their job responsibilities, need to be accessible beyond the traditional workday or for those who work must work from multiple locations or in the field. Fairfield County recognizes these designated employees may occasionally be required to make business telephone calls and send and receive business e-mail and text messages. As such, designated Fairfield County employees may be assigned one of the following:

1. Designated employees may be issued a county owned cellular telephone phone for use in direct consequence of the discharge of their job duties; or
2. Designated employees may receive up to a \$60.00 per month stipend, with appointing authority approval, to reimburse the employee who chooses to use their personal cellular telephone to perform their job duties.

All employees should refrain from using cell phones for personal calls, text messages or games during work time (except during meal and rest periods). Regardless of whether an employee uses a county owned cellular telephone or their personal cell telephone to conduct Fairfield County business, **all** county policies concerning harassment, discrimination, retaliation, public records, confidential information, and ethics shall apply to the phone's use. Cell phones used for County matters may be subject to disclosure or inspection upon a legal demand being made. Employees are expected to protect personal devices used for work-related purposes from loss, damage, or theft as they would a county owned cellular telephone.

Employees shall comply with any applicable local, state, and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal cell phones while driving shall be solely responsible for all liabilities that result from such actions.

**SECTION: 3:22**

**SUBJECT: COUNTY EMPLOYEE MOTOR VEHICLE ELIGIBILITY**

This policy is applicable to all elected officials, full or part-time employees, summer workers, volunteers, and contract employees of Fairfield County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Fairfield County, Ohio. For purposes of this policy, the above-listed categories of persons are referred to as “Employees.” This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Board of Fairfield County Commissioners and also applies to privately-owned vehicles operated by Fairfield County employees in the course of their employment or activities on behalf of Fairfield County, Ohio and vehicles rented by employees for travel in and out of Fairfield County for authorized reasons.

Employees are responsible to ensure safe vehicle operation. It is the responsibility of every Fairfield County employee who drives a vehicle to comply with the following:

- a. All drivers must be at least eighteen (18) years of age.
- b. All drivers must maintain a valid Driver’s License that applies to the type of vehicle to be operated. (e.g. Commercial Driver’s License)
- c. All drivers must operate the vehicle in a safe, courteous and economical manner.
- d. All drivers and all passengers in vehicles so equipped shall wear safety belts. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers’ product manuals.
- e. All drivers and passengers shall comply with the motor vehicle laws of the State of Ohio or the state in which they are driving for or on behalf of the County.
- f. If an employee is operating a motorcycle in the course of their employment, they must wear a safety helmet.

**Driver Eligibility**

**Pre-employment/employment qualifications** - Hiring or promoting persons who will be required to drive as a function of his/her job duties will be at the sole discretion of Fairfield County or the applicable appointing authority. An applicant or employee, who will be required to drive as a function of his/her job duties, may be denied employment on the basis of a driving record deemed unsatisfactory by Fairfield County or the applicable appointing authority. At the discretion of the appointing authority, denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.

1. Employees or applicants for employment may be considered qualified to drive when the following are met to the satisfaction of Fairfield County or the applicable appointing authority:
  - a. A review of the applicant’s or employee’s motor vehicle driving record (“MVR”)
  - b. A favorable recommendation by Fairfield County’s insurance carrier (“Insurer”)
  - c. The provision by the applicant or employee of proof of insurance or compliance with the State of Ohio’s Financial Responsibility Laws.
  - d. Employees whose position requires a commercial driver’s license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department- specific policy meets or exceeds the provisions of this policy.
2. Employees or applicants for employment who, at the sole discretion of Fairfield County or the applicable appointing authority, have an MVR that demonstrates poor driving habits shall not drive

any vehicle on behalf of Fairfield County without receiving, and providing evidence satisfactory to Fairfield County or the applicable appointing authority that they have received additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority's satisfaction that there has been substantial improvement in their driving abilities, performance and skills. Fairfield County's Insurer may exclude coverage for any driver or drivers on a temporary or permanent basis.

**Active employment qualifications** - Fairfield County's Human Resources Department shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a vehicle for or on behalf of Fairfield County or the applicable appointing authority. Motor vehicle records of drivers will be submitted by Human Resources annually for review and approval by Fairfield County's Insurer. Upon completion of such review, the Insurer will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

1. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked and/or be required to participate in driving or alcohol/controlled substance intervention programs. Any conviction of one or more of the ten violations below appearing on an employee's MVR during the prior 36 months may result in the above action being taken.
  - a. Driving under the influence of alcohol or drugs
  - b. Leaving the scene of an accident
  - c. Vehicular homicides or manslaughter
  - d. Driving during a period of suspension or revocation
  - e. Reckless operation or other intentional and dangerous use of a motor vehicle
  - f. Attempting to elude or flee a law enforcement officer after a traffic violation
  - g. Road rage statute violations
  - h. Falling asleep while driving
  - i. Use of a motor vehicle in the commission of a crime
  - j. Non-Compliance with Ohio's Financial Responsibility Law

**NOTE: An arrest or conviction for one or more of the above violations on or off county time by an employee whose job requires that he/she drive a motor vehicle for or on behalf of Fairfield county or the applicable appointing authority must be reported within 24 hours of arrest/conviction and prior to operating a vehicle on behalf of the County to the employee's immediate supervisor and failure to do so may, at the discretion of Fairfield County or the applicable appointing authority, result in disciplinary action up to and including employee's termination from employment.**

2. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked due to the appearance of any of these items on an employee's MVR within the prior 36-month period.
  - a. Two or more "At Fault" accidents
  - b. Two or more moving violations
  - c. One "At Fault" accident and one moving violation.
3. In any case where the appointing authority or the County's Insurance carrier has temporarily or permanently suspended/revoked the employee's driving eligibility and driving is an essential, necessary or substantial function of the employee's job, the appointing authority may take



appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

### **Continued Eligibility**

Each employee's eligibility to operate a vehicle is within the discretion of the appointing authority and extends only so long as the employee is in compliance with this Policy.

### **Violation Reporting**

Any employee eligible to operate a vehicle must notify his/her immediate supervisor in any case where his/her license has expired or is suspended or revoked. Employees must further report any and all accidents, arrests, violations, and citations issued to him or her while driving for or on behalf of the County. Failure to do so may result in disciplinary action.

### **Alcoholic Beverages or Controlled Substances**

No alcoholic beverages, illegal drugs or controlled substances are permitted in or on a vehicle except as a function of law enforcement or medical emergency vehicles.

No alcoholic beverages, illegal drugs, or controlled substances are permitted to be transported in or on a vehicle except as a function of law enforcement.

No employee shall operate a vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs or after having consumed or used any alcohol or illegal drugs or substances and while such alcohol or illegal drugs or substances remain in the employee's body in any detectable quantity.

### **Firearms**

Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any vehicle driven for or on behalf of the County or applicable appointing authority. Such prohibition shall apply to all non-law enforcement employees regardless of whether such employee has been issued a concealed carry permit under ORC 2923.124, et seq.

### **Accidents and Traffic Citations**

In the event of a traffic accident or traffic stop for a violation while in the course of employment, employees shall:

1. Stop, no matter how minor the accident. Report all collisions involving vehicles to the law enforcement agency having jurisdiction.
2. Take precautions to avoid further damage or injury to persons or property.
3. Make no statements admitting responsibility.
4. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident.
5. If collision is with an unattended vehicle or other object, try to locate the owner and call the law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.
6. The driver of a vehicle is responsible for the vehicle until it has been returned to the department or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident. Contact your Supervisor regarding damage and towing if necessary.
7. Report all accidents and known damage to vehicles as follows:

- a. Report accidents and/or damage to vehicles to your Supervisor, who shall notify Human Resources immediately
- b. Employee's Supervisor shall record and secure all appropriate information on initial accident report and forward to Human Resources within twenty-four (24) hours.
  - i. In the event of a collision, the Supervisor shall forward the following information to Human Resources:
    1. A copy of all law enforcement reports, citations including all statements made at the scene or afterward to law enforcement, attached.
    2. Repair estimates, when appropriate, in due course. In all investigations of the accident by Fairfield County or the applicable appointing authority, the emphasis will be on fact-finding, however, discipline may result.
- c. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.

### **Use of Personal Vehicles on Official County Business**

This policy applies to employees who use personal vehicles while on County business.

Use of personal vehicles by employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship, or the use of a personal vehicle is otherwise authorized by the department supervisor or his/her designee.

This policy applies in all respects to Employees who use personal vehicles while on County business.

Employees who use personal vehicles while on County business shall abide by all County rules, including department rules.

All employees who use their own vehicle on County business shall first show proof of liability insurance coverage for their personal vehicle to their Department manager in the amounts of at least \$25,000 per person for bodily injury; \$50,000 per occurrence for bodily injury; and \$10,000 property damage per occurrence.

Employees who are authorized and required to use their personal vehicles on County business will be reimbursed per mile at the authorized county rate.

### **Tax Implications for County Owned Vehicles**

Where an employer-provided vehicle is used 100% for business purposes (except for de Minimis personal use) the use of that vehicle has no tax consequences to the employee and is not reported by the employee as income.

Where an employer-provided vehicle is used for both, business and personal purposes, the substantiated business portion use of the vehicle is not taxable to the employee as income but the personal use of the vehicle is taxable to the employee as wages. This substantiation rule requires the maintenance of records sufficient to satisfy the IRC 274(d).

Once proper substantiation is established, in order to determine how much of the use of the vehicle should be treated as income to the employee, the employee is to use one of four valuation rules: the General Valuation Rule, the Automobile Lease Valuation Rule, the Vehicle Cents-Per-Mile Rule, or the Commuting

Rule.

### **Personal Use of County Owned Vehicles**

No County vehicle is to be used for personal reasons, other than de minimis personal use such as a stop for a personal errand on the way between a business destination and the employee's home or to stop for lunch between two business destinations. Additionally, an Appointing Authority may for bona fide non-compensatory business reasons, require an employee to commute to and/or from work in a County owned vehicle. This would not constitute personal use of a County vehicle.

### **Miscellaneous**

Parking tickets, moving violations, and other fines received while operating a vehicle are the responsibility of the driver.

Employees must report theft of or from a County vehicle to local law enforcement.

Cell phone usage is discouraged and ~~should be~~ **is** limited to hands free devices ~~if available~~ **only** while the vehicle is moving. If an employee utilizes a cell phone or other electronic communication device that is not hands free while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority and they have not been authorized to do so, they may be subject to discipline up to, and including, suspension or termination.

Texting is prohibited at all times while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority.

For personal safety and county liability, employees and passengers shall comply with the state statute on seatbelt usage.

The use of tobacco products is prohibited in all county-owned or leased vehicles.

**SECTION: 3:23**

**SUBJECT: AMERICANS WITH DISABILITY ACT REQUIREMENTS AND COMPLIANCE**

Each Appointing Authority has designated an individual to coordinate its efforts to comply with and carry out its responsibilities under the Americans with Disabilities Act (ADA), including the investigation of ADA complaints. The ADA prohibits discrimination, in terms of hire, promotion, transfer, or any other benefits and privileges of employment, of any qualified individual with a disability, who satisfies the requisite skill, experience, education and other job-related requirements of the position such individual holds or desires, and with or without reasonable accommodation, can perform the essential functions of the position.

Any individual who believes he/she is subject to unlawful discrimination based upon disability may submit a complaint to the designated ADA coordinator. A record of the complaint and action taken will be maintained. An investigation will be conducted and a decision will be rendered by the ADA Coordinator or designated individual within fifteen (15) working days, or as soon as possible thereafter.

If the individual is not satisfied with the decision of the ADA coordinator or designee, he/she may appeal such decision to the Appointing Authority who shall consider the appeal of the employee, or designate an individual to conduct a further review and investigation of the initial decision. The decision of the Appointing Authority is final. However, nothing herein shall preclude an individual from filing a complaint with the U.S. Department of Justice or any other federal or state agency with jurisdiction.

The physical or mental limitations of an otherwise qualified applicant or employee with a disability shall be reasonably accommodated unless the accommodation would pose an undue hardship.

Undue hardship, for the purposes of this policy, means an action that requires significant difficulty or expense when considered in light of relevant factors, or would be extensive, substantial, disruptive, or would fundamentally alter the nature or operation of the Appointing Authority.

Among the factors to be considered in determining whether an accommodation would create an undue hardship include the nature and the cost of the accommodation, size of the department and its overall financial resources, the effect of the accommodation on expenses and resources, the nature and structure of the operation, conflict with state and federal laws, the impact of the accommodation on other employees, etc. Decisions as to whether an accommodation is reasonable shall be made on a case-by-case basis. Examples of possible accommodations may include job restructuring, acquisition or modification of equipment or facilities, reassignment to a vacant position, or other adjustment to a job, employment practice, or work environment.

**SECTION: 3:24**

**SUBJECT: PREGNANT WORKERS FAIRNESS ACT**

The Pregnant Workers Fairness Act took effect June 27, 2023. Covered employers must provide reasonable accommodations to workers with known limitations due to pregnancy, childbirth, or related medical conditions, unless the accommodation poses an undue hardship to the employer. As a covered employer Fairfield County would follow the Pregnancy Workers Fairness Act.

**SECTION: 3:25**

**SUBJECT: FRAUD REPORTING DUE TO VIOLATION OR MISUSE OF PUBLIC RESOURCES AND WHISTLEBLOWER PROTECTION**

If an employee in the classified or unclassified civil service becomes aware in the course of employment of a violation of state or federal statutes, rules, or regulations or the misuse of public resources, and the employee's supervisor or appointing authority has authority to correct the violation or misuse, the employee may file a written report identifying the violation or misuse with the supervisor or appointing authority. In addition to or instead of filing a written report with the supervisor or appointing authority, the employee may file a written report with the office of internal auditing, in the State Office of Management and Budget, created under section 126.45 of the Revised Code or file a complaint with the Auditor of State's fraud-reporting system under section 117.103 of the Revised Code.

The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll-free number, the Auditor of State's website, or through the United States mail.

**Auditor of State's fraud contact information:**

Telephone: 1-866-FRAUD OH (1-866-372-8364)

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

US Mail: Ohio Auditor of State's Office, Special Investigations Unit  
88 East Broad Street  
P.O. Box 1140  
Columbus, Ohio 43215

If the employee reasonably believes that a violation or misuse of public resources is a criminal offense, the employee, in addition to or instead of filing a written report or complaint with the supervisor, appointing authority, the office of internal auditing, in the State Office of Management and Budget, or the Auditor of State's fraud-reporting system, may report it to a prosecuting attorney (740-652-7560) or peace officer. In addition to that report, if the employee reasonably believes the violation or misuse is also a violation of Chapter 102 (Public Officers-Ethics), section 2921.42 (having an unlawful interest in a public contract), or section 2921.43 (soliciting or accepting improper compensation) of the Revised Code, the employee may report it to the appropriate ethics commission. To reach the Ohio Ethics Commission, call 614-466-7090 or via their website at [www.ethics.ohio.gov](http://www.ethics.ohio.gov)

An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information.

Except for situations involving the reporting of false information, as described in the immediately preceding paragraph, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint including, without limitation, doing any of the following:

1. Removing or suspending the employee from employment;
2. Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
3. Transferring or reassigning the employee;

4. Denying the employee promotion that otherwise would have been received;
5. Reducing the employee in pay or position.

If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the state personnel board of review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the board shall immediately notify the employee's appointing authority and shall hear the appeal. The board may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of the board is appealable in accordance with Chapter 119 of the Revised Code.

**ARTICLE 4: EMPLOYEE BENEFITS**

**SECTION: 4:1**

**SUBJECT: SICK LEAVE**

All employees shall be entitled to sick leave in accordance with Sections 124.38 and 124.39 of the Ohio Revised Code as follows:

**Accumulation**

Each employee shall be entitled for each eighty hour pay period on active status to sick leave of four and six-tenths hours of pay, and unused sick leave may be accumulated without limit. Part-time employees and employees with less than an eighty hour pay period are credited proportionately. Hours over eighty per pay period are not computed for sick leave purposes. Sick leave is used in ¼ hour increments, and cannot be used to put you into an overtime situation. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within 90 days of commencing employment with Fairfield County. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

**Use**

Sick leave may be used by employees and upon approval of the Appointing Authority for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The Appointing Authority may grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.
7. Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law;

spouse; child; step-child; step-parent; grandchild; legal guardian; or another person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably necessary time, not to exceed one (1) day. The appointing authority may grant additional time off on a case by case basis not to exceed three (3) days.

### **Employee Notification**

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he or she shall notify his or her supervisor of such reason as reasonably in advance of the absence as possible but in no event later than fifteen (15) minutes after the scheduled start of the employee's shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

### **Written Statement**

In order to justify the use of sick leave, an employee must submit a satisfactory written signed statement. Anytime medical attention is required an employee must submit a certificate from a licensed physician stating the nature of the illness and the specific date(s) the employee was under physician care. In addition, if an employee is off sick for more than three (3) consecutive workdays, the employee must obtain a physician's statement in order to be paid for sick leave. Finally, if an employee uses sick leave on more than eight (8) occasions during any calendar year, subject to compliance with the requirements of the Attendance Policy, he/she must provide a certificate from a licensed physician in order to be paid. For purposes of this section, the written statement must provide sufficient detail to explain the reason for the employee to be off on sick leave. The Appointing Authority reserves the right to request additional justification for sick leave use. Failure to provide the necessary written statement could result in denial of leave and/or disciplinary action.

### **Sick Leave Abuse**

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The appointing authority reserves the right to investigate allegations of sick leave abuse. The Appointing Authority reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave he/she must be at home during his/her scheduled work hours or obtaining treatment or medication. Payout of sick leave shall be in accordance with Section 4:18 of this manual.

### **Wellness Incentive Program**

The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. The wellness period runs from the first payroll beginning date in November through the last payroll ending date in October. In order to be eligible, an employee must be a full-time employee for the entire wellness period. All new full-time employees hired after the first payroll beginning date in November, of each year, are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire where they are employed for the entire wellness period. Based upon the



following schedule, eligible full-time employees will be permitted to convert a determined amount of unused sick leave to an equal number of personal leave hours. Sick leave used for bereavement purposes during the wellness period, in accordance with sections 4:1 and 4:2 will not be considered in the calculation of sick time used.

1. If a full-time employee uses 16 hours or less of sick or unpaid leave during a wellness period, the employee may convert up to 48 hours of sick leave to personal leave hours.
2. If a full-time employee uses between 16.25 and 24 hours of sick or unpaid leave during a wellness period, the employee may convert up to 40 hours of sick leave to personal leave hours.
3. If a full-time employee uses between 24.25 and 32 hours of sick or unpaid leave during a wellness period, the employee may convert up to 32 hours of sick leave to personal leave hours.
4. If a full-time employee uses between 32.25 and 40 hours of sick or unpaid leave during a wellness period, the employee may convert up to 24 hours of sick leave to personal leave hours.
5. If a full-time employee uses between 40.25 and 48 hours of sick or unpaid leave during a wellness period, the employee may convert up to 16 hours of sick leave to personal leave hours.
6. If a full-time employee uses between 48.25 and 56 hours of sick or unpaid leave during a wellness period, the employee may convert up to 8 hours of sick leave to personal leave hours.

If an employee elects to convert the hours to personal leave days, the employee must utilize the personal days within the wellness period that immediately follows the wellness period in which the personal days were earned.

After the last payroll ending date in October, the agency's payroll department will notify all employees who are eligible for the sick leave conversion program and provide them with a "Request to Convert Sick Leave to Personal Leave" form.

**SECTION: 4:2**

**SUBJECT: BEREAVEMENT LEAVE FOR DEATH OF SPOUSE**

To provide employees with additional bereavement leave due to the death of a spouse beyond the current bereavement leave provided in this Personnel Policy Manual, four (4) paid bereavement leave days are available. The leave shall not count against an employee's sick, vacation, personal or compensatory leave balance and is in addition to the three (3) days of sick leave that can be utilized for bereavement leave.

**SECTION: 4:3**  
**SUBJECT: VACATION**

**Full-Time Employees**

All full-time employees of the County shall be entitled to vacation after completion of a 6-month probationary period with Fairfield County.

At 6 months of service, an employee has one week of vacation to use. For the first 12 months of service and until the 60<sup>th</sup> month work anniversary, an employee accrues 2 weeks of vacation.

At the 60<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 3 weeks of vacation.

At the 120<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 4 weeks of vacation.

At the 180<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 5 weeks of vacation.

Service Time	Vacation Time Earned Each Year
Less than 6 months of public service	0 weeks
At 6 months of public service	1 week
At 12 months of public service	2 weeks
At 60 months of public service	3 weeks
At 120 months of public service	4 weeks
At 180 months of public service	5 weeks

The number of weeks are prorated based on the number of regular hours an employee is scheduled to work.

The lump sum is added at milestone anniversary dates because there is no way to accrue but not have access to the additional week in the year prior to the attainment of the milestone year.

**Part-Time Employees**

All part-time employees, as defined in section 2:2, shall be entitled to vacation after the completion of a 6-month probationary period with Fairfield County.

At 6 months of service, a part-time employee will have any accrued vacation hours from the previous six months made available for use.

Part-time employees shall earn vacation at the rate of 0.0388 per hour worked.

**Use**

Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of the employee's employment, provided that the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over the employee's vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

In accordance with O.R.C. section 325.19, employees are entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. For purposes of vacation leave accrual only, the county shall prospectively recognize military service credit and service credit with the federal government, its subdivisions or agencies. It is the employee's responsibility to provide necessary documentation of prior service. Documentation must be provided within ninety (90) days of employment with the County or within 90 days of any modifications to service credit provisions contained within this section.

Vacation leave does not accrue during time spent on a leave of absence without pay; however, time spent on authorized leave of absence counts toward the number of years of service in determining vacation accumulation. Vacation requests should be received by the employee's immediate supervisor at least ten (10) work days in advance, the approval of which is subject to operational needs. If an Appointing Authority cannot honor all employees' requests for vacation for a particular period, vacation shall be granted based on the date of the request and seniority. In emergency situations, vacation requests with less than two (2)

weeks advance notice may be approved. Such situations will be scrutinized carefully and may require appropriate supporting documentation. Each Appointing Authority shall determine the number of employees within each work unit that may be on vacation leave at any given time. Vacation time may be taken in one quarter (1/4) hour increments. The Appointing Authority may revoke vacation leave that has been approved if required by operational reasons.

Vacation carry over, subject to departmental approval, unused vacation leave hours to the next year as part of the employee's vacation leave bank subject to the maximum accrual level of 3 years in accordance with Section 4:3 and O.R.C. section 325.19.

#### Vacation Leave Conversion

~~On the first pay date in November of each year~~ **Once per calendar year**, every employee not in a probationary status, shall elect to be paid at his/her regular straight-time hourly rate in effect ~~on the first pay date in November of the current calendar year~~, up to one year's accrual of vacation leave at the employee's current rate, on a one-for-one basis. Election for payment must be made in full on-hour increments.

~~After the first pay date in November of each year,~~ **All** eligible employee will be provided a conversion form provided by Human Resources to make their vacation leave conversion payment election. ~~If elected, the payout will appear on the first paycheck in December.~~

**SECTION: 4:4**  
**SUBJECT: HOLIDAYS**

All full-time employees are entitled to the holidays as determined annually by the Board of County Commissioners through resolution. Generally, these will consist of the following:

1. New Year's Day (January 1<sup>st</sup>)
2. Martin Luther King Day (3<sup>rd</sup> Monday of January)
3. President's Day (3<sup>rd</sup> Monday of February)
4. Good Friday at Noon (Recognized Friday)
5. Memorial Day (Last Monday in May)
6. Juneteenth Day (June 19<sup>th</sup>)
7. Independence Day (July 4<sup>th</sup>)
8. Labor Day (1<sup>st</sup> Monday of September)
9. Fairfield County Fair Day (Friday of the Fair)
10. Veterans Day (November 11<sup>th</sup>)
11. Thanksgiving Day (4<sup>th</sup> Thursday of November)
12. Day after Thanksgiving (4<sup>th</sup> Friday of November)
13. Christmas Eve at Noon (December 24<sup>th</sup>)
14. Christmas (December 25<sup>th</sup>)

If the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be in active pay status, approved paid leave or on a flexible work schedule status before and after the holiday in order to be eligible for holiday pay.

Each part-time or seasonal employee shall be entitled to holiday pay if the holiday falls on a day that the employee is scheduled to work. Such part-time or seasonal employees shall receive holiday pay for the number of hours that he/she would have been scheduled to work, not to exceed eight hours.

An employee in a non-exempt position who is required to work on a day designated as a holiday shall be entitled to pay for such time worked at overtime rates in addition to his/her regular holiday pay.

An employee in an exempt position, who is required to work on a holiday, shall be granted compensatory time off at time and one-half within thirty (30) days thereafter. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave.

## **SECTION: 4:5**

### **SUBJECT: LEAVES OF ABSENCE WITHOUT PAY**

#### **Personal Leave of Absence**

An employee may be granted a personal leave of absence without pay for personal reasons upon written request to the Appointing Authority for a period of up to six (6) months. The granting of a personal leave of absence shall be at the sole discretion of the Appointing Authority and will depend upon the nature of the request and operational needs of such Appointing Authority.

Employees returning from authorized leaves of absences shall be placed in their same or similar positions. Failure to return to duty from a leave of absence within three (3) working days of its completion shall be cause for termination. Leave time not being used for its stated and requested purpose(s) shall be immediately canceled with the employee being subject to disciplinary action. The Appointing Authority has no obligation to continue to provide health insurance benefits during an unpaid leave of absence except to the extent required by applicable law. An employee shall be informed, upon request, as to what rights he/she may have in accordance with applicable law to have his/her insurance continued during such leave.

#### **Education Leave**

The Appointing Authority may grant a leave of absence for a period of up to two (2) years for purposes of education, training, or specialized experience which would be of benefit to the service of the County by improved performance at any level or for voluntary service in any governmental sponsored program of public betterment.

#### **Disability Leave and Separation**

When an employee becomes physically or mentally incapacitated such that he/she is unable to perform the essential functions of his/her position, with or without reasonable accommodation, he/she may request or be placed on a disability leave of absence **an employee must exhaust all paid leave during disability leave.** An employee may be placed on unpaid disability leave when he/she is unable to perform the essential functions of the job with or without reasonable accommodation **and all paid leave is exhausted.** An employee may request a voluntary disability separation upon presentation of appropriate medical documentation. If an employee fails to request a voluntary disability separation, the Appointing Authority may place the employee on an involuntary disability separation. However, a medical or psychological examination conducted by a licensed practitioner shall be required prior to placing an employee on disability separation unless the employee is hospitalized at the time of the disability separation, or substantial credible medical evidence already exists that documents the employee's inability to perform the essential job duties.

For an involuntary disability separation, the Appointing Authority shall schedule a pre-separation hearing when it has substantial credible medical evidence of the employee's disability and the Appointing Authority has determined that an employee is incapable of performing the essential job duties of his or her assigned position due to the disabling illness, injury or condition. At this hearing (if the employee does not waive it), the employee shall have the right to examine the Appointing Authority's evidence of disability, to rebut that evidence, and to present testimony and evidence on his/her behalf.

If the Appointing Authority, after weighing the testimony presented and evidenced adduced at the pre-separation hearing, determines that the employee is incapable of performing his essential job functions with or without reasonable accommodation, an O.R.C. 124.34 order of involuntary disability separation shall be issued, along with a notice to the employee of the required procedures to apply for reinstatement. An employee given a disability separation shall have the right to reinstatement within two years of the disability separation or unpaid leave of absence, as appropriate upon submission of appropriate medical documentation.

Upon completion of a disability leave of absence and submission of any required documentation, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of a disability leave if requested by the employee and upon advance submission of substantial, credible medical documentation, if required, that the employee is once again capable of performing the essential functions of his/her position, with or without reasonable accommodation.

In the event an employee requests reinstatement from a disability leave of absence or involuntary disability separation and the Appointing Authority, upon review of the medical evidence presented initially determines that the employee remains incapable of performing the essential job duties of his/her position with or without reasonable accommodation, a pre-reinstatement hearing shall be scheduled. If the employee does not waive the right to that hearing, then he/she shall have the right to examine the evidence of continuing disability, to rebut that evidence, and to present evidence and testimony on his/her own behalf.

### **Disability Insurance Leave**

In the event an employee elects and utilizes a disability insurance leave option, it is required to utilize the appropriate accruals during the elimination period. Employees may supplement their disability leave with their accumulated time off. The combination of accrual and disability leave payments cannot exceed 100% of the employee's regular pay.

### **Application for Leave**

Any leave of absence without pay, and any other extensions thereof, must be applied for in writing at least thirty (30) calendar days in advance of the date on which the leave is requested to begin except in emergency leaves which shall be handled on an individual basis. A leave of absence shall be requested and authorized on the appropriate form.

### **Sick Leave Credit and Vacation Credit**

An employee on leave of absence without pay does not earn sick leave or vacation credit.

### **Failure to Return from Leave of Absence**

An employee who fails to return to duty after a leave of absence shall be considered absent without pay and subject to disciplinary action. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without notification, will be considered absent without leave and may be discharged for neglect of duty. An employee who fails to apply for reinstatement within three years of a disability leave and/or separation as required by applicable law or regulation shall be deemed permanently separated.

## **Absence Without Leave**

An employee who at any time absents himself from duty without leave may be subject to disciplinary action. An employee who absents himself habitually without leave, or for three (3) or more successive duty days, without leave and without notice of the reason for such absence, shall be subject to termination from employment.



## **Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Appointing Authority may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee may also be subject to disciplinary action for falsification of his request for the leave of absence.

**SECTION: 4:6**

**SUBJECT: COURT LEAVE**

## **Jury Duty**

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The County will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the County prior notice of jury duty, and pay his jury duty fee to the County, in order to receive his regular pay.

## **Work Related Proceedings**

Employees who are required by the County to appear in court or other proceeding on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

## **Personal Matters**

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the County, must seek an approved vacation leave or unpaid leave of absence

**SECTION: 4:7**  
**SUBJECT: MILITARY LEAVE**

Military leave is governed by Ohio Revised Code Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Paid Military Leave**

All permanent employees of the County who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to their appointing authority or department head as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. section 5923.05, employees are authorized to such military leave of absence up to twenty-two (22) eight (8)-hour working days or 176 hours within a calendar year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a calendar year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the County for that period.

Employees who are on military leave in excess of twenty-two (22) days or 176 hours in a calendar year may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or 176 hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave in accordance with section C. Employees who exceed the twenty-two (22) days or 176 hours and do not elect the option in section D are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

## Unpaid Military Family Leave

1. Pursuant to Ohio Revised Code Section 5906.02, once per calendar year, employees may take unpaid military family leave up to ten days or eighty hours, whichever is less, if all of the following conditions are satisfied:
  - a. Employee has been employed for at least twelve consecutive months and for at least one thousand two hundred fifty hours in the twelve months immediately preceding commencement of the leave.
  - b. Employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.
  - c. Employee gives proper notice to the County that the Employee intends to take leave pursuant to this policy. Notice of at least fourteen (14) days prior to taking the leave is required if the leave is because of a call to active duty. Notice of at least two days prior to taking the leave is required if the leave is because of an injury, wound, or hospitalization. However, if the Employee receives notice from a representative of the uniformed services that the injury, wound, or hospitalization is of a critical or life-threatening nature, the Employee may take the leave without providing the two-day notice to the County as long as the Employee advises the County as soon as possible.
  - d. The dates on which Employee takes leave occur no more than two weeks prior to, or one week after, the deployment date of the employee's spouse, child, or ward or former ward.
  - e. The employee does not have any other leave available for the employee's use except sick leave.
2. Notice - The County will continue to provide employment benefits to Employee during the period of time they are on leave. Employee shall be responsible for the same proportion of the cost of the benefits as the Employee regularly pays during periods of time when the Employee is not on leave.
3. Certification - The County may require an employee requesting to use unpaid military family leave to provide certification from the appropriate military authority to verify that the employee satisfies the conditions described in section 1 (b), (c), and (d) of this policy.
4. Definitions
  - a. The term "active duty" under this policy means full-time duty in the active military service of the United States or active duty pursuant to an executive order of the president of the United States, an act of the congress of the United States, or a proclamation of the governor. "Active duty" does not include active duty for training, initial active duty for training, or the period of time for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any duty unless such period is contemporaneous with an active duty period.
  - b. The term "uniformed services" means the armed forces, the Ohio organized militia when engaged in full-time National Guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

Employees on military leave have the right to reinstatement upon conclusion of such leave in accordance with law.

**SECTION: 4:8**  
**SUBJECT: PRECINCT ELECTION OFFICIAL LEAVE**

An employee who is a resident of Fairfield County and is not an elected official or a public school teacher may request paid administrative leave to serve as an approved precinct election official on the day of an election. However, nothing in this policy supersedes or negates any provision of a collective bargaining unit.

The employee must obtain written authorization for paid administrative leave from his or her appointing authority, department head, or designee, prior to contacting the Board of Elections to register as an official of an election, if paid administrative leave on Election Day is desired.

The appointing authority, department head, or designee reserves the right to reject a request based on operational need. Should several employees apply who perform similar functions and operational need dictates that not all may participate; priority shall be defined and given by the appointing authority, department head, or designee, with a procedure that is applied uniformly to all similarly situated employees.

The Board of Elections reserves the right to refuse to place an employee as a poll worker on the day of the election. In such an instance, the employee must report to work during the employee's regular work hours. The Board of Elections may give priority to employees who have served as officials in prior elections.

The employee may be required to attend training courses as mandated by Ohio Law and conducted by the Fairfield County Board of Elections. The employee must attend said training courses as required by the Board of Elections, of which there are options that are outside the traditional working hours. Paid administrative leave is not applicable for the required training.

The normal Election Day workday is 6:00 AM until 8:00 PM, or until all election responsibilities are completed. The employee's prompt return to work on the employee's next regular working day is expected.

An employee using paid administrative leave to serve as a Precinct Election Official is entitled to paid administrative leave plus compensation designated by the Board of Elections based on the assigned election official duties. The paid administrative leave in this case is not considered "hours worked," for the purposes of computing overtime. An employee would be eligible for paid administrative leave for their regularly scheduled hours of work on the day of the election.

**SECTION: 4:9**  
**SUBJECT: INSURANCES**

The County Commissioners will make available hospitalization and major medical insurance to eligible County employees. Such insurance plans, coverage, eligibility requirements, continuation of benefits, employee contribution rates, and costs shall be determined by the Board of County Commissioners.

The County Commissioners shall also provide insurance and coverage as required or deemed necessary for liability, Workers' Compensation and unemployment. The County pays the full premium cost for these insurances.

Employees on an unpaid leave of absence (or who meet other conditions) may continue health insurance coverage at their own cost under Public Law 99-272, Title X (COBRA) provided they meet COBRA requirements. Employees who continue COBRA coverage may be assessed two percent (2%) of the monthly premium to cover administrative fees. Continuation of coverage will generally be for a period of up to eighteen (18) months. However, in certain circumstances, COBRA coverage may be extended to thirty-six (36) months. An employee has sixty (60) days in which to exercise the continuation coverage option.

Employees are solely responsible for notifying the Appointing Authority of any status changes affecting insurance coverage (i.e. marriage, divorce, dependents, etc.)

Insurance continuation at the employee's normal cost may be granted for up to six (6) months by the Appointing Authority for employees who become disabled and are off work. After the six-month period, the Appointing Authority would review the case and, if circumstances warrant the need, could continue coverage for an additional three (3) months. At the expiration of nine (9) months, the Appointing Authority would again review the case and, if circumstances warrant the need, could continue coverage for another three (3) months for a total of twelve (12) months before offering COBRA coverage for up to 36 months.

**SECTION: 4:10**  
**SUBJECT: RETIREMENT**

Employees of Fairfield County are required by law to participate in the Ohio Public Employees Retirement System (OPERS) (certain employees participate in the State Teachers Retirement System) which is a program that is independent of the Federal Social Security system. Eligible employees must participate in accordance with applicable law. Ohio law establishes the percentages of contribution for the employer and the employee which may be changed from time to time.

Any employee giving consideration to retirement is encouraged to notify the Appointing Authority at least ninety (90) days in advance of the anticipated effective date so that appropriate application may be made and a replacement can be found.

If an employee leaves County employment before he/she is eligible for retirement, he/she may request that the funds which he/she has paid into the system be refunded to him/her. It is not, however, required that the employee withdraw these funds since he/she also may have the option of leaving the funds in the system and drawing a monthly benefit upon reaching retirement.

The PERS also provides other benefits to public employees including survivor and disability benefits as well as health and medical insurance to eligible retirees.

Further information may be requested by writing to: Public Employees Retirement System, 277 East Town Street, Columbus, Ohio 43215 or by going to [www.opers.org](http://www.opers.org)

Also, eligible employees may participate, through voluntary payroll deduction, in a deferred compensation program approved by the Commissioners, to assist them in accumulating additional funds for retirement. Only legally authorized representatives of each plan are permitted to explain the program. The Commissioners' office will make arrangements for employees to meet with such plan representatives or to obtain more information.

**SECTION: 4:11**  
**SUBJECT: COMPENSATION AND PAYROLL**

**Compensation**

Wages and salaries of employees shall be established in a manner compatible with the philosophy, goals, objectives and financial resources of Fairfield County. To that end, The Fairfield County Commissioners have adopted a Compensation Plan for county employees. All employees of Fairfield County shall be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. The Compensation Plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. In accordance with the Compensation Plan, employees may advance to successively higher rates of compensation based upon promotion, reclassification, and/or merit. The Compensation Plan Policies and Procedures are attached as Addendum "A" to the Personnel Policy Manual. The Compensation Schedule is on file with the Fairfield County Human Resources and Risk Management office.

**Payroll**

All employees of Fairfield County are paid by warrant of the County Auditor on a bi-weekly basis. Paychecks are generally issued every other Friday. There is a two (2) week time lag in the County's payroll system, such that the check you receive on a Friday is for the period ending two (2) weeks previously. For example, a new employee scheduled to begin work on the first day of a full two (2) week pay period will not receive his/her first paycheck until four (4) weeks after commencing employment. When an employee leaves County employment, the last paycheck is released two (2) weeks after the last day of the pay period in which the employee terminates. For purposes of payroll, the work week is Saturday through Friday.

Deductions from an employee's pay for federal, state and city income taxes (where applicable) as well as employee contributions for retirement (i.e. PERS), Medicare (for those employees hired after April 1986), and health insurance premiums shall be made as authorized by the employee as required by law.

**SECTION: 4:12**  
**SUBJECT: TUITION REIMBURSEMENT**

**Purpose**

It is the desire of Fairfield County to create an environment that stimulates, challenges, and encourages employees to broaden their knowledge and skill by continuing their education. Reimbursement of primary expenses associated with a degree program or individual course work is available to those employees who meet the criteria and successfully complete the program or course.

The tuition policy applies to the following departments; Commissioners, Emergency Management Agency, Economic Development, Maintenance, Job and Family Services, Utilities, Dog Shelter and Adoption Center, Auditor, Treasurer, Prosecutor, Recorder, County Judges, Clerk of Courts, Coroner, Sheriff, Board of Elections, Veteran Services, and FAF Council.

The program does not include agencies of the Soil and Water Conservation District, Park District, ~~Health Department~~, Regional Planning, and the Multi-County Juvenile Detention Center. It does not include councils of governments, such as the Major Crimes Unit. It does not include Developmental Disabilities, Engineer, and ADAMH as they have their own policies.

Eligible courses must correspond or be applicable to the employee's current position or department within the county. If there is interest to include courses that would correspond or be applicable to a position with a participating County department that is outside the employee's current department, the policy can be adjusted to include this expansion.

**Scope**

Eligible employees are those full-time employees working at least thirty-five (35) hours per week.

**Definitions**

Employee: any full-time (working at least thirty-five hours per week) individual who has completed their initial probationary period within their current Fairfield County department.

Accredited: an institution that has been state certified and is registered with the Higher Learning Commission of the North Central Association of Colleges and Schools or another accrediting agency recognized by the Committee on Recognition of Postsecondary Accreditation. Courses completed through accredited online colleges and universities may also be eligible based upon requirements set forth in this policy.

Reimbursable Expenses: Fairfield County will reimburse the employee upon completion of the course(s)

1. For an undergraduate degree:

50% of the costs for course tuition and lab fees, not to exceed \$5,000 annually, which must be paid in full by the employee prior to reimbursement under this policy.

2. For a graduate degree:

75% of the costs for course tuition and lab fees, not to exceed \$7,500 annually, which must be paid in full by the employee prior to reimbursement under this policy.



Statement of Justification: A written narrative that fully explains the relationship of the course to the applicant's career goals and how the course may impact the employee's knowledge and skill level. The applicant and his/her supervisor must submit a Statement of Justification attached to application for each request.

Non-reimbursable Items: Items such as study guides/textbooks, notebooks, pens, paper, travel expenses, parking fees, student health insurance fees, deferred payment fees, enrollment and/or application fees, administration fees, general fees and graduation fees are considered non-reimbursable items.

Good Standing: The employee must not have had any written warnings, suspensions, or other disciplinary actions filed, nor be subject to a performance improvement plan within one year of applying for tuition assistance. In addition, the employee must have achieved at least a "meets standard" rating on their most recent performance evaluation.

## **Policy**

Fairfield County will reimburse an employee up to 50% for the actual course tuition and required lab fees charged to the employee for courses toward an undergraduate degree. This amount should not exceed \$5,000 in total reimbursable expenses annually, during the academic year.

Fairfield County will reimburse an employee up to 75% for the actual course tuition and required lab fees charged to the employee for courses toward a graduate degree. This amount should not exceed \$7,500 in total reimbursable expenses annually, during the academic year.

The employee shall provide proof of payment in full before reimbursement will be processed. An appointing authority may choose to reimburse an employee at a higher amount than that outlined in County policy, but any deviation from standard policy must be in compliance with appointing authority policy and recognized budgetary considerations.

### 1. Reimbursement Eligibility Requirements:

Courses must correspond or be applicable to the employee's current position or department within the county and must directly benefit the county.

- a. Employee eligibility is based on the job-related performance of the employee, which must be in good standing prior to and throughout the period for which the tuition reimbursement was approved.
- b. No employee on a paid or an unpaid leave of absence, unauthorized leave of absence, disability leave, workers' compensation leave, or injury leave may apply for tuition reimbursement.
- c. The employee must have completed their initial probationary period and be at full time status (thirty-five hours per week) within their current Fairfield County department prior to applying for tuition reimbursement.
- d. The applicant's supervisor must provide a Statement of Justification explaining why it would be currently beneficial to the County to provide tuition reimbursement to the applicant.
- e. It is the responsibility of the employee to obtain approval for tuition reimbursement from his/her supervisor, the Department Head/Elected Official, and the County Department of Human Resources at least thirty (30) days prior to the start of the course(s) for each academic term.
- f. The employee must receive a grade of "C," its equivalent, or better to receive tuition

- assistance for each course that tuition reimbursement is requested.
- g. The college or university must be an accredited institution as previously defined.

## 2. General Information

- a. Tuition reimbursement applies toward specific courses, associate and undergraduate degree programs, as well as graduate degree programs as long as the degree program coincides with the employee's position or department.
- b. Tuition assistance does not apply to seminars, workshops, conferences, certifications, or self-help courses.
- c. Due to many educational institutions offering satellite locations and internet capabilities, tuition reimbursement would be extended to those courses associated with an accredited university or college.
- d. All courses must be taken outside regularly scheduled working hours whenever possible. Flexible scheduling may be permitted with prior written approval of the employee's supervisor and/or Department Head/Elected Official. All scheduled hours for courses must be filed with the employee's supervisor and/or Department Head/Elected Official. All courses are subject to approval under the guidelines of this policy.
- e. If a course(s) is not successfully completed (grade of "C", its equivalent, or better), Fairfield County will not provide tuition reimbursement for that course.
- f. An employee who is terminated during current enrollment in the Tuition Reimbursement program through job elimination, a reduction in workforce, or who is transferred within the County will be reimbursed in accordance with the provisions of this policy.
- g. If an employee voluntarily resigns, retires, or is terminated with cause from the County and is currently participating or has participated within the last (3) three years in the tuition reimbursement program, he/she must repay the tuition assistance based on the following schedule:
  - i. 100% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within one (1) year or less after the date the course was completed.
  - ii. 75% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County one (1) or more years but less than two (2) years after the date the course was completed.
  - iii. 50% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within two (2) or more years but less than three (3) years after the date the course was completed.
  - iv. 25% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County three (3) or more years but less than four (4) years after the date the course was completed.
  - v. 0% repayment of tuition reimbursement if the employee is no longer employed four (4) or more years after the date the course was completed.
- h. By participating in the tuition reimbursement program, the employee acknowledges that any tuition assistance due for repayment at the conclusion of their employment will be deducted from their final pay.
- i. Fairfield County reserves the right to suspend or restrict tuition reimbursement at any time based upon the availability of funds. Current approved enrollees will remain eligible for reimbursement for their current approved enrollment period.
- j. Where applications exceed available funds, actions such as the following may be taken:
  - i. Fairfield County may reduce the number of courses or credit hours eligible for tuition

- assistance;
  - ii. Fairfield County may select employees whose learning needs are critical to the county;
  - iii. Fairfield County may set an official, uniformly applied percentage figure as the amount of tuition assistance for which Fairfield County is responsible;
  - iv. Fairfield County may reject any and all applications for tuition assistance;
  - v. Fairfield County may distribute available funds equally among eligible employees or reduce the maximum reimbursement per person.
- k. Fairfield County may place a cap on the account which funds the Tuition Assistance program when the maximum available funds are utilized. Fairfield County departments may contribute supplemental funding.
3. Taxable Income The use of tuition reimbursement may affect your taxable income. For more information, please consult with a tax advisor.

4. Application Procedure

- a. Courses and degree programs shall be clearly classified as job-related, job-enhancement, and offer technical or skill growth that will enable the employee to perform at a higher level or prepare him/her for advancement within their department.
- b. Employees seeking tuition reimbursement must present verification from the educational institution of his/her acceptance for the specific degree program or course.
- c. The employee may contact his/her supervisor or the County Human Resources Department to obtain information on the Tuition Reimbursement Policy and the Tuition Reimbursement Application.
- d. The employee must fully complete the Tuition Reimbursement Application, attach the course schedule and description as well as the Applicant Statement of Justification/Supervisor Statement of Justification, and receive the necessary signatures for approval prior to submission to County Human Resources.
- e. Employees that report to appointing authorities other than the Board of Commissioners must have their appointing authority sign the application form prior to submission to County Human Resources.
- f. Employees under the Board of Commissioners must submit the form to County Human Resources without the appointing authority signature. County Human Resources will ensure completion of the appointing authority or designee's signature.
- g. The fully completed application (including necessary signatures as defined above) must be received by County Human Resources at least thirty (30) days prior to the beginning of the course(s) for which funds are sought. If the employee has registered for multiple courses, indicate all courses on the application.
- h. County Human Resources will review all applications to ensure policy requirements are met and funds are available, before approving or denying each application according to policy guidelines.
- i. County Human Resources will provide a copy of the completed application to the employee and supervisor following the review process.
  - i. All original applications will be retained in the County Human Resources Department.
  - ii. If County Human Resources denies the Tuition Reimbursement Application, the application and a written statement specifying the reason(s) for the action will be returned to the employee and the immediate supervisor.

- iii. An employee, whose request has been denied at any level, may ask for a meeting with the denying party and their immediate supervisor to discuss the reason(s) for denial.

## 5. Reimbursement Procedure

- a. Employees will only be reimbursed after each course is satisfactorily completed according to policy guidelines.
- b. When the employee has successfully completed the course(s) for which tuition reimbursement was approved, the employee must submit the following documentation to the County Human Resources Department:
  - i. An itemized tuition statement, including tuition and lab costs, indicating full payment (a zero balance) and
  - ii. Grade report of a “C”, its equivalent or better
- c. The County Human Resources Department will complete Section IV of the application and will forward the application and reimbursement form to the Auditor’s Office for processing.
- d. If there are discrepancies or questions with the submitted documents, a delay in reimbursement processing may occur. The County Human Resources Department will contact the employee to rectify the discrepancies within a reasonable time.
- e. With the exception of the original reimbursement page, receipts, and grade information, the original Tuition Reimbursement Application and final documentation will be retained in the County Human Resources Department.

**SECTION: 4:13**  
**SUBJECT: WORKERS' COMPENSATION**

Each Appointing Authority participates in the Ohio State Workers' Compensation Program which is designed to assist workers accidentally injured in the course of and for reasons arising out of the worker's employment. Employees on Workers' Compensation leave shall be placed on "inactive" payroll and shall not accrue vacation or sick leave and shall not be paid for holidays. No employee shall receive both workers' compensation and sick pay. The Appointing Authority shall pay all premiums for Workers' Compensation Insurance. Any employee who is injured on the job, regardless of how minor the injury appears, must immediately report such injury to the appropriate supervisor and complete the proper form.

An employee may be placed on wage continuation in lieu of workers compensation payments. An employee receiving wage continuation shall not accrue vacation or sick leave. The determination concerning whether an employee will be placed on wage continuation shall be made on a case by case basis.

An employee may be placed into a transitional work program. Transitional work is a program to promote the injured employee's recovery and return to work process while reducing the costs associated with the work-related injury or illness. Transitional work is a progressive and individualized program. For an employee who has work restrictions, it is an interim step in the physical conditioning and recovery of the employee until they are able to return to their job assignment with no limitations. Transitional work is defined as any temporary job, task, or function or any combination of such that may be performed with restrictions in a safe manner without risk of re-injury. The transitional work may be assigned at a department/location other than the employee's regularly assigned department. The duration and availability of transitional work will be evaluated on an individual basis and will take into consideration the physical restrictions of the employee and the needs of the department and Appointing Authority.

**SECTION: 4:14**  
**SUBJECT: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees who are suffering from any type of personal problem are encouraged to voluntarily seek diagnostic counseling and treatment. These problems include, but are not limited to, alcoholism and other drug misuse, marital, family, gambling, legal, financial, and psychological. No employee suffering from any of these problems will have his/her job security or promotional opportunities jeopardized by requesting diagnosis and treatment. [Fairfield County Employee Assistance Program details can be found by visiting Fairfield County Ohio \(mymobilewalletcard.com\)](#) or by contacting Human Resources.

Any supervisor, who believes that the deteriorating job performance and conduct of an employee is caused by a personal problem, may refer an employee to the EAP. Such referral requests shall be kept confidential. The supervisor should first meet privately with the employee to discuss his/her job performance and conduct only and encourage the employee to seek outside diagnosis and treatment by a professional. (Supervisors should understand that they are not competent or expected to diagnose personal problems or otherwise make judgments about the causes of or treatments for behavioral problems.) It is the employee who is then responsible for accepting and complying with a supervisor's referral. The employee is further responsible for following the treatment prescribed.

If the employee rejects the offer of counseling assistance and job performance and conduct problems are resolved, no further actions will be necessary by the supervisor. However, if the referral to the EAP is rejected by the employee and the job performance and conduct problems continue or recur, the employee shall be subject to disciplinary action.

Nothing herein shall be construed or interpreted so as to relieve an employee with any of the above-described problems of their responsibility for fulfilling the requirements and standards for their job, complying with all work and safety rules, and otherwise maintaining satisfactory job performance. The failure of any employee to meet these performance requirements and standards shall subject him/her to disciplinary action.

**SECTION: 4:15**  
**SUBJECT: FAMILY AND MEDICAL LEAVE**

**Statement of Policy**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993. Additional details and claim initiation details can be found by visiting [Fairfield County Ohio \(mymobilewalletcard.com\)](http://FairfieldCountyOhio.com) or by contacting Human Resources.

**Definitions**

As used in this policy, the following terms and phrases shall be defined as follows:

Family and/or medical leave of absence: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:

1. Upon the birth of an employee's child and in order to care for the child.
2. Upon the placement of a child with an employee for adoption or foster care.
3. When an employee is needed to care for a family member who has a serious health condition.
4. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.
5. Qualifying service member leave.

Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

1. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
2. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:
  - a. Inpatient care.
  - b. Any period of incapacity of more than three consecutive calendar days that also involves:
    - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed

- within thirty (30) days; or
- ii. Treatment by a health care provider on a single occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
- c. Any period of incapacity due to pregnancy or for prenatal care.
- d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
- e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
- f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).

Licensed Health Care Provider: A doctor of medicine, doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law

Family Member: Spouse, child, parent or a person who stands “in loco parentis” to the employee.

Covered Service Member: Means either:

1. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
3. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.

Outpatient Status: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.

Next Of Kin: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.

Serious Injury or Illness: Purposes for the 26-week military caregiver leave means either:

1. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
2. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:



- a. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- b. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- c. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- d. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Covered Active Duty” or “call to covered active duty:

1. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
2. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

Qualifying Exigency: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

1. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, (which is a deployment on seven (7) or fewer days’ notice).
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
3. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
4. Making or updating financial and legal arrangements to address a covered military member’s absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
6. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.

7. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
8. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
9. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

## **Leave Entitlement**

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the County for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
4. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
5. Spouses who are both employed by the County are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

## **Use of Leave**

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave. Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

**Birth of An Employee's Child:** An employee who takes leave to give birth must first use all available accrued paid leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy.

**Bonding, Placement of a Child for Adoption or Foster Care:** An employee who takes leave for bonding time, related to the birth, adoption or foster care placement, eligible leave options are vacation, personal, wellness, and comp leave prior to using unpaid leave for the remainder of the twelve (12) week period.

Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick, comp, and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

### **FMLA and Disability/Workers' Compensation**

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

### **Procedures for Requesting FMLA Leave**

Requests for FMLA leave must be submitted to both Sedgwick, the county's FMLA administrator ("Sedgwick") and the Employer at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. You may contact Sedgwick at 1-888-436-9530 or <https://timeoff.sedgwick.com>. If the employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed. Sedgwick and the Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

### **Certification of Need for FMLA Leave for Serious Health Condition**

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested. The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit

to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

### **Certification for Leave taken because of a Qualifying Exigency**

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

### **Intermittent/Reduced Schedule Leave**

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

## **Employee Benefits**

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

## **Reinstatement**

An employee on FMLA leave must give the Employer at least two business days' notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the

essential functions of his position, with or without reasonable accommodation.

## **Records**

All records relative to FMLA leave will be maintained by the Employer and/or Sedgwick as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

**SECTION: 4:16**  
**SUBJECT: EMPLOYEE RECOGNITION**

Fairfield County understands that acknowledgement of exemplary employee performance is important and serves a public purpose in creating an excellent customer service environment. Employees may be recognized for specific work performance, employee motivation, and attitude, and other qualities that demonstrate exemplary employee performance and excellent customer service.

We strongly support recognizing employees for their good work and excellent customer service, but recognize that all appointing authorities and employees must do their part to use every available cost-saving measure to ensure that vital services are not impaired. We encourage and favor finding creative ways to recognize employees in ways that do not cost money or are of de minimis cost. Some examples of this are:

- Office Mascot or Trophy – Share the mascot with someone when they’ve gone above and beyond the call of duty
- Let employees reward one another and express their appreciation
- Give little surprises, such as a letter or note or appreciation
- Employee of the Month – Allow staff nominations and reward with a special parking spot and a certificate
- Tuition Reimbursement Program
- Regularly tell our employees how much you appreciate them!

All appointing authorities, establishing employee recognition programs, should submit proposed policies to Fairfield County Human Resources for comment and review for policy consistency.

**SECTION: 4:17**

**SUBJECT: PAYMENT UPON SEPARATION OF SERVICE**

**Sick Leave**

- A. Upon retirement or resignation from active service with Fairfield County and total public service of at least five (5) years, an employee may elect to be paid for one-quarter (1/4) of their accrued sick leave balance up to a maximum value of thirty (30) days of pay. This payment shall be based on the employee's rate of pay at the time of retirement or resignation and eliminates all sick leave credits accrued but unused by the employee at the time the payment is made.

Subsequent public employment will begin with a zero-sick leave balance. Sick leave payment under this section may be made only once to a Fairfield County employee. An employee who qualifies for a payout must apply for such payment within thirty (30) days of separation or forfeit right to a payout.

An employee who elects not to receive payment for unused sick leave upon retirement or resignation, will be credited with his/her balance of accumulated sick leave upon reemployment in another public agency within the State of Ohio provided the time between separation and reappointment does not exceed ten (10) years.

- B. Upon death of an employee in active service with Fairfield County and total public service of at least five (5) years, an employee (or his or her estate) may be paid for one-half (1/2) of their accrued sick leave balance up to a maximum value of sixty (60) days of pay. This payment shall be based on the employee's rate of pay at the time of death.

**Vacation**

Upon separation from service with the County for any reason, with at least one (1) year of recognized public service, an employee shall be entitled to compensation at **his/her** current rate of pay for all accrued and unused vacation leave up to a maximum of three (3) years of vacation leave. No **vacation** payouts shall be made to employees during their initial probationary period.

**Upon Death**

If an employee dies during his tenure of employment, credit for any leaves will be paid to the surviving spouse or to his/her estate, provided the above criteria are met.

**Compensatory Time**

Upon separation from service, an employee shall be entitled to compensation for all accrued but unused compensatory time.



**SECTION: 4:18**  
**SUBJECT: PERSONAL LEAVE**

All county employees (except seasonal employees) shall be granted three personal leave days per calendar year. There will be no carryover of personal leave days. Personal leave days will be prorated based upon an employee's actual working schedule, for example, a part-time employee working 30 hours a week will receive a total of 18 hours, a full-time employee working 40 hours will receive 24 hours. Prior approval will be required to utilize personal leave and use must be reflected in employee timekeeping. New employees hired before July 1st shall be entitled to the full three days of personal leave. New employees hired after July 1st shall receive one day of personal leave.

One additional personal leave day may be granted to an employee who receives an overall Exceeds Standards on their annual performance appraisal. The employee's performance appraisal must be completed on the approved Fairfield County appraisal tool and the completed performance appraisal included within the employee's personnel file. The additional personal leave day shall be awarded and used under the same terms as outlined within the personal leave policy.

Fairfield County Compensation Plan Policies and Procedures  
Addendum "A" to the Fairfield County Personnel Policy Manual

Effective February 28, 2017; Updated ~~February 1, 2019~~ July 1, 2024

1. All employees of Fairfield County should be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. Such plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. The Compensation Plan identifies a minimum and a maximum range for job classifications. The compensation schedule for job classifications is on file with Fairfield County Human Resources.
2. The implementation of the February 28, 2017 plan provides for employees who are currently in a classification that is being moved to a higher pay range to receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater for classifications in pay ranges 1-6 5 and an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater for pay ranges 7 6 and above.
3. Redlining at the maximum rate of the pay range will go into effect January 1, 2018. Redlining occurs when an employee reaches the maximum hourly rate in their range. The employee is not eligible for increases to their hourly rate beyond the maximum for their assigned pay range.
4. The pay schedule of all employees shall be bi-weekly in accordance with the Ohio Revised Code. Amounts will be computed on an hourly basis, including employees exempt from the overtime provisions of the Fair Labor Standards Act. Employees who are considered exempt from overtime will certify a minimum of eighty hours (or prorated to the standard for the department) worked each bi-weekly pay period. Supervisors will confirm with employees whether they are exempt from overtime. Employees eligible for overtime will accrue overtime and/or compensatory time in accordance with the Personnel Policy Manual of Fairfield County.
5. New employees shall be hired at the minimum rate of the appropriate pay range; however, new employees may be hired up to the middle of the pay range based upon exceptional qualifications and/or experience for the classification.
6. When an employee is promoted or re-assigned to a classification in a higher pay range, up to pay range 6 5, the employee will receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater. When an employee is promoted to a classification in pay ranges 7 6 and above, the employee will receive an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater. No increase in pay will exceed the maximum rate of pay in the range for the new classification. A promoted employee may be hired at the midpoint of the new pay range, if the midpoint is greater than the 5% or 10% increase in pay for promotions, based upon exceptional qualifications.
7. When an employee is involuntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents the employee's former rate of pay in the lower pay range. This is the rate that the employee received prior to the promotion.

8. When an employee is voluntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents either the maximum rate of pay for the new range or the employee will receive a 5% decrease in pay, whichever results in a lower rate of pay.
9. When an employee transfers to a position in the same pay range, the employee will continue to receive the same rate of pay.
10. When an employee is temporarily appointed to a classification in a higher pay range for a period of more than two weeks, the appointing authority or designee will approve a temporary increase in pay equal to the minimum of the higher pay range or a 5% increase in pay, whichever is greater. The employee will revert back to their original rate of pay when the temporary assignment terminates.
11. No decrease will occur for employees temporarily filling a position in a lower pay range.
12. Newly hired or newly promoted employees who have completed their probationary period by November 30 each year shall be eligible for any annual merit increase. Newly hired or newly promoted employees who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.
13. Annually, each employee will receive a performance appraisal which may result in a merit increase within the budget constraints of the departments. No increase shall result in a rate of pay that exceeds the maximum of an employee's respective pay range after January 1, 2018.
14. Standard merit increases shall be 5% for exceeding standards, 3% for meeting standards and 1% for partially meeting standards on the annual performance appraisals. Failing to meet standards will result in no increase for the year.
15. Each appointing authority participating in standard merit pay must follow the Fairfield County Compensation Plan. Appointing authorities must conduct performance appraisals on the county approved performance appraisal tool. All appointing authorities shall file a summary document with Human Resources that includes employee name, date of performance appraisal and rating on the performance appraisal. All performance appraisals should be maintained in employee personnel files and should be completed by November 30<sup>th</sup>.
16. No hourly increases above the maximum will be granted after the 2017 review period. After this period, all redlined employees will receive a one-time supplement to their pay based upon the outcome of their performance appraisal. Supplements will not exceed the percentage of increase provided for merit increases. Redlined employees will not experience an increase in their hourly rate of pay.

17. At the discretion of the appointing authority, merit increases may be suspended when the annual budget authorized by the Board of Commissioners does not support merit increases.
18. The compensation plan recognizes that compensation may be set by contract for certain county boards and offices.
19. A public service recognition credit shall be paid to employees for their milestone public service anniversaries. Employees who achieve 5, 10, 15, 20, 25, 30, 35, or 40 years of public service shall be eligible. The public service recognition credit is compensation and shall constitute a payment of \$50 per year of public service and is payable on a pay period determined by Human Resources. An employee must be in active pay status at the time of payment to be eligible for the public service recognition credit.



**PUBLIC RECORDS POLICY  
OF  
FAIRFIELD COUNTY  
COMMISSIONERS  
Fairfield County, Ohio**  
Addendum “B” to the Fairfield  
County Personnel Policy Manual

# *Fairfield County Commissioners' Public Records Policy*

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## **Introduction:**

This Public Records Policy is adopted by the Fairfield County Commissioners in accordance with the applicable provisions of House Bill 9 (126<sup>th</sup> General Assembly), primary authority being Ohio Revised Code Chapter 149. **This policy is not intended to be legal advice.** It is the policy of this office to strictly adhere to the state’s Public Records Act as well as other state and federal laws. The office of the Fairfield County Commissioners is sometimes referred to herein as “the office” or “this office”.

The Public Records Act imposes two primary obligations upon public offices:

- Provide prompt inspection of public records; and
- Provide copies of public records within a reasonable period of time.

These obligations, in turn, provide the public with two primary rights:

- The right to prompt inspection of public records; and
- The right to copies within a reasonable period of time.

The Public Records Act evolved from the principle that Ohio’s citizens are entitled to access the records of their government. To advance that principle, the Public Records Act is to be interpreted<sup>3</sup> liberally in favor of disclosure.<sup>4</sup> Additionally, the exemptions to the Public Records Act, which are discussed more fully later, should be narrowly construed.<sup>5</sup> In summary, whenever possible, the Public Records Act and its exemptions should be construed liberally in favor of giving the public utmost access to their records.

For public records requests please contact

Rochelle Menningen,  
Commissioners’ Clerk  
210 East Main Street, Room 301  
Lancaster, Ohio 43130  
(740) 652-7090  
rachel.elsea@fairfieldcountyohio.gov

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<sup>1</sup> *State ex rel. Warren Newspapers v. Huston* (1994), 70 Ohio St.3d 619.

<sup>2</sup> *White v. Clinton Cty. Bd. Of Cmsrs.*(1996), 76 Ohio St. 3d 416; *State ex rel. Patterson v. Ayers* (1960)., 171 Ohio St. 369. <sup>3</sup> *Huston*, 70 Ohio St. 3d 6





## Section 1 PUBLIC RECORDS

Under Ohio law, a public office may only create records that are “necessary for the adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency and for the protection of the legal and financial rights of the state and persons directly affected by the agency’s activities.”<sup>6</sup>

### Section 1.1 Public Record Definition

In accordance with the Ohio Revised Code and court rulings, a record is defined as any item kept<sup>7</sup> by a public office that meets all of the following:

- Is stored on a fixed medium, (such as paper, electronic – including but not limited to e-mail, and other formats);
- Is created or received by, or sent under the jurisdiction of a public office;
- Documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office.<sup>8</sup>

If any of these three requirements is absent, the item is not a “record” and therefore not a public record.

Furthermore, a public office is not required to create new records to respond to a public records request, even if it is only a matter of compiling information from existing records.<sup>9</sup>

### Section 1.2 Exemptions to Public Records Law

Generally, the confidential nature of certain types of information or records precludes their release. Federal and state law provides numerous exceptions to the general rule that disclosure of public records is mandatory. However, most of the exceptions do not, by themselves, prohibit the release of the prescribed records. Rather, these records merely are excluded from the general rule of mandatory disclosure.<sup>10</sup>

In the event a request is made to inspect or obtain a copy of a record maintained by this office whose release may be prohibited or exempted by either state or federal law, the request shall be forwarded to the County Prosecutor for research and/or review. The requester shall be advised that their request is being reviewed by the County Prosecutor to ensure that protected exempted information is not improperly released.

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<sup>6</sup> ORC §149.40

<sup>7</sup> *State ex rel. Cincinnati Enquirer v. Cincinnati Bd. Of Educ’n.* (2003), 99 Ohio St. 3d 6, 2003 (materials related to superintendent search were not “public records” where neither board nor search agency kept such materials).

<sup>8</sup> ORC §149.011(G)

<sup>9</sup> *State ex rel. White v. Goldsberry* (1999), 85 Ohio St. 3d 153; *State ex rel. Warren v. Warner* (1999), 84 Ohio St. 3d 43.2

<sup>10</sup> *Henneman v. Toledo* (1988), 35 Ohio St. 3d 241.

Records, whose release is found to be prohibited or exempted by either state or federal law, or not considered public records as defined by ORC §149.43(A)(1), shall NOT be subject to public inspection.

Please see *Appendix A* for a list of records that may not be subject to release per ORC §149.43 (A)(1), *Appendix B* for a list of the most common express exemptions in Ohio law, and finally, *Appendix C* for a non-exhaustive list of express exemptions found throughout the Ohio Revised Code.

## SECTION 2 PUBLIC RECORD REQUESTS

All public records maintained by this office shall be promptly made available for inspection to any person during regular business hours as well as a copy of the current record retention schedule of this public office. Each request for public records should be evaluated for a response using the following guidelines:

### Section 2.1 Identification of Public Record

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow this public office to identify, retrieve, and review the records. If a requester makes an ambiguous or overly broad request for public records such that this office cannot reasonably identify the exact public records being requested, then this office may deny the request. In such case, this office will provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained by this office and accessed in the ordinary course of this office's duties.<sup>11</sup>

### Section 2.2 Format of Request

This public office or the person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, **but only after all of the following occur:**

- Disclosure to the requester that a written request is not mandatory;
- Disclosure to the requester that the requester may decline to reveal the requester's identity or intended use;
- Determination by this public office that a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability to identify, locate, or deliver the public records sought by the requester.<sup>12</sup>

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<sup>11</sup> ORC §149.43(B)(2)

<sup>12</sup> ORC §149.43(B)(5)

## Section 2.3 Choice of Medium

The public records law allows a person to choose the medium upon which they would like a record to be duplicated.<sup>13</sup> The requester can choose to have the record (1) on paper, (2) in the same form as this public office keeps it (e.g., on computer disk), or (3) on any medium upon which this public office determines the record can “reasonably be duplicated as an integral part of the normal operations of the public office.”<sup>14</sup>

## Section 2.4 Response Time to Request

Public records must be available for inspection during regular business hours and made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. However, under current Ohio law, there is no defined period of time by which a public records request must be completed. Instead, appropriate (prompt and reasonable) response times will vary depending on different factors, including, but not limited to all of the following:

- The circumstances of this public office at the time of the request;
- The breadth of the request;<sup>15</sup>
- Whether legal evaluation of the responsive records is required before release.<sup>16</sup>

## Section 2.5 Prohibition Against Requesters Right to Make Copies Themselves

A requester seeking copies of public records is not permitted to make their own copies of the requested records by any means.<sup>17</sup> This measure is to protect the integrity of the original document.

## Section 2.6 Limit to Number of Requests by Mail for Commercial Purposes

This office may limit the number of records requested by a person that the office will transmit by United States mail to ten per month, unless the person certifies to the office in writing that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. (The scope of the word “commercial” is to be narrowly construed and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of government, or nonprofit education research.)<sup>18</sup>

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<sup>13</sup> ORC §149.43(B)(6); *State ex rel. Dispatch Printing Co. v. Morrow County Prosecutor’s Office*(2005), 105 Ohio St. 3d 172.

<sup>14</sup> ORC §149.43(B)(6)

<sup>15</sup> *State ex rel. Gibbs v. Concord Twp. Trustees* (2003), 152 Ohio App. 3d 387.

<sup>16</sup> *State ex rel. Taxpayers Coalition v. City of Lakewood* (1999), 86 Ohio St.3d 385.

<sup>17</sup> ORC §149.43(B)(6)

<sup>18</sup> ORC §149.43(B)(7)

## **Section 2.7 Requests by Incarcerated Persons**

This office is not required to permit a person who is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or to obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation or prosecution if the subject of the investigation or prosecution were an adult, unless the request to inspect or to obtain a copy of the record is for the purpose of acquiring information that is subject to release as a public record under this section and the judge who imposed the sentence or made the adjudication with respect to the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justiciable claim of the person.<sup>19</sup> All such requests must be forwarded to the Fairfield County Prosecutor for review and response.

## **Section 3 DENIAL OF PUBLIC RECORD REQUESTS**

If a request is ultimately denied, in part or in whole, this office shall provide the requester with an explanation, including legal authority, setting forth why the request was denied. Further, if the initial request was provided in writing, the explanation shall be provided to the requester in writing.<sup>20</sup>

### **Section 3.1 Denial of an Ambiguous or Overly Broad Request for Public Record**

If a requester makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records such that this public office cannot reasonably identify what public records are being requested:

- This public office may deny the request.
- However, this office shall provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained in the ordinary course of business.<sup>21</sup>

### **Section 3.2 Denial of a Public Record Not Maintained by this Office**

If this office receives a request for a record that it does not maintain or the request is for a record which is no longer maintained, the requester shall be so notified in writing, which may include utilizing Form PR-1, that one of the following applies:

- The request involves records that have never been maintained by this office (*if appropriate this office will direct you to the proper office*);

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<sup>19</sup> ORC 149.43(B)(8)

<sup>20</sup> ORC 149.43(B)(3)

<sup>21</sup> ORC §149.43(B)(2)

- The request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable Schedules of Record Retention and Disposition (RC-2);
- The request involves a record that has been disposed of pursuant to an Application of the One-Time Records Disposal (RC-1);
- If the record that is requested is not a record used or maintained by this office, the requester shall be notified that this office is under no obligation to create records to meet public record requests (*however, if applicable this office will inform you of how the information requested is organized*).

### **Section 3.3 Denial of a Public Record Maintained by this Office**

This office may deny a request for a record maintained by this office if the record that is requested is prohibited from release due to applicable state or federal law.

- If the record request is denied in its entirety:
  - If it utilizes the Form PR-1, then this office may check the appropriate box on Form PR-1 if the employee is simply applying the statutory exclusion.
  - This office shall consult the County Prosecutor if the employee is unsure if the record requested is exempt from disclosure.
- If only part of the record is not subject to release, this office will redact such information and release the non-exempted information:
  - “Redaction” means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a “record.”<sup>22</sup>
  - If it utilizes the Form PR-1, then this office will check the appropriate box on Form PR-1 and cite the exemption from Appendix A, B, or C with the corresponding redaction.
  - This office shall consult the County Prosecutor if the employee is unsure if a part of the record requested is exempt from disclosure.

As custodians of public records, this office has a responsibility to maintain the integrity of the records. As such, any response that includes redactions should be made on a copy of the original record to preserve the authenticity and accuracy of the original document.

The explanation cited shall not preclude this public office from relying upon additional reasons or legal authority in defending an action commenced pursuant to ORC §149.43.

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<sup>22</sup> ORC §149.43(A)(11)

## **Section 4 COSTS FOR PUBLIC RECORDS**

Generally, a requester is only required to pay this office for the actual cost of reproduction. Employee time will not be calculated into the “actual cost” charge. However, in some circumstances, it is permissible for this office to have an outside contractor make copies and recover the cost of the service directly from the requester.<sup>23</sup> This office may employ the services of a private contractor to produce copies as long as the decision to do so is reasonable.<sup>24</sup>

### **Section 4.1 Payment in Advance**

This office may require a requester to pay in advance the cost involved in providing the copy of the public record, as requested.<sup>25</sup> For photocopies of either letter or legal sized documents, the fee shall be the actual cost per photocopy but in all events no less than five cents per page. If video tapes, cassette tape or any other type of media is requested, the fee shall be the replacement cost or reproduction cost (copying costs if outside vendor is necessary).

### **Section 4.2 Delivery Costs to be Paid in Advance**

Requesters may ask that documents be mailed or transmitted to them within a reasonable period of time after this office receives the request for a copy. This public office may require the person making the request to pay in advance the cost of postage if the copy is transmitted by U.S. mail or the cost of delivery if the copy is transmitted other than by U.S. mail, and to pay in advance the costs incurred for other supplies (envelope, etc) used in the mailing, delivery, or transmission.<sup>26</sup>

## **Section 5 Email**

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

### **Section 5.1 Public Email Accounts**

- Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office’s record retention schedule.

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<sup>23</sup> *Huston*, 70 Ohio St. 3d 619.

<sup>24</sup> *State ex rel. Gibbs*, 152 Ohio App .3d. 387.

<sup>25</sup> ORC 149.43(B)(6)

<sup>26</sup> ORC §149.43(B)(7)

- Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.<sup>27</sup>

### **Section 5.2 Private Email Accounts**

- Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.<sup>28</sup>

Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

## **Section 6 FAILURE TO RESPOND TO A PUBLIC RECORDS REQUEST**

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This office recognizes that the failure to properly respond to a public records request not only causes distrust in government but may also lead to legal consequences.

If a requester feels they have been improperly denied access to public records due to the inability to inspect or to receive a copy of a record, the requester shall be advised that they may:

- Contact this public office's senior representative.

If the requester is still not satisfied, they shall be advised the Ohio Revised Code provides a legal means for addressing their complaint.

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<sup>27</sup> *State ex rel. Wislon- Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

<sup>28</sup> Case law is undecided as to private email use on county property. Therefore county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

## APPENDIX A

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### **The Express Exemption**

*In accordance with Ohio Revised Code §149.43, “Public record” does not mean any of the following:*

**(a) Medical records;**

“Medical record” means any document or combination of documents, except births, deaths, and the fact of admission to or discharge from a hospital, that pertains to the medical history, diagnosis, prognosis, or medical condition of a patient and that is generated and maintained in the process of medical treatment.

**(b) Records pertaining to probation and parole proceedings or to proceedings related to the imposition of community control sanctions and post-release control sanctions;**

**(c) Records pertaining to actions under section 2151.85 and division © of section 2919.121 of the Revised Code and to appeals of actions arising under those sections;**

**(d) Records pertaining to adoption proceedings, including the contents of an adoption file maintained by the department of health under section 3705.12 of the Revised Code;**

**(e) Information in a record contained in the putative father registry established by section 3107.062 of the Revised Code, regardless of whether the information is held by the department of job and family services or, pursuant to section 3111.69 of the Revised Code, the office of child support in the department or a child support enforcement agency;**

**(f) Records listed in division (A) of section 3107.42 of the Revised Code or specified in division (A) of section 3107.52 of the Revised Code;**

**(g) Trial preparation records;**

“Trial preparation record” means any record that contains information that is specifically compiled in reasonable anticipation of, or in defense of, a civil or criminal action or proceeding, including the independent thought processes and personal trial preparation of an attorney.



**(h) Confidential law enforcement investigatory records;**

“Confidential law enforcement investigatory record” means any record that pertains to a law enforcement matter of a criminal, quasi-criminal, civil, or administrative nature, but only to the extent that the release of the record would create a high probability of disclosure of any of the following: 1) The identity of a suspect who has not been charged with the offense to which the record pertains, or of an information source or witness to whom confidentiality has been reasonably promised; 2) Information provided by an information source or witness to whom confidentiality has been reasonably promised, which information would reasonably tend to disclose the source’s or witness’s identity; 3) Specific confidential investigatory techniques or procedures or specific investigatory work product; or 4) Information that would endanger the life or physical safety of law enforcement personnel, a crime victim, a witness, or a confidential information source.

**(i) Records containing information that is confidential under section 2710.03 or 4112.05 of the Revised Code;**

**(j) DNA records stored in the DNA database pursuant to section 109.573 of the Revised Code;**

**(k) Inmate records released by the department of rehabilitation and correction to the department of youth services or a court of record pursuant to division (E) of section 5120.21 of the Revised Code;**

**(l) Records maintained by the department of youth services pertaining to children in its custody released by the department of youth services to the department of rehabilitation and correction pursuant to section 5139.05 of the Revised Code;**

**(m) Intellectual property records;**

“Intellectual property record” means a record, other than a financial or administrative record, that is produced or collected by or for faculty or staff of a state institution of higher learning in the conduct of or as a result of study or research on an educational, commercial, scientific, artistic, technical, or scholarly issue, regardless of whether the study or research was sponsored by the institution alone or in conjunction with a governmental body or private concern, and that has not been publicly released, published, or patented.

**(n) Donor profile records;**

“Donor profile record” means all records about donors or potential donors to a public institution of higher education except the names and reported addresses of the actual donors and the date, amount, and conditions of the actual donation.

**(o) Records maintained by the department of job and family services pursuant to section 3121.894 of the Revised Code;**

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**(p) Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information;**

“Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information” (hereto after referred to the protected class employee) means any information that discloses any of the following about such a protected class employee:

- (1) The address of the actual personal residence of a protected class employee, except for the state or political subdivision in which the protected class employee resides;
- (b) Information compiled from referral to or participation in an employee assistance program;
- (c) The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to a protected class employee;
- (d) The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a protected class employee’s employer;
- (e) The identity and amount of any charitable or employment benefit deduction made by the protected class employee’s compensation unless the amount of the deduction is required by state or federal law;
- (f) The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a protected class employee;
- (g) A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer’s appointing authority.

**\*\* Please Note\*\*** The applicability of this exemption is being reviewed by the Attorney General’s office.

Further, there is a journalist mechanism by which a journalist can request such information. The request shall include the journalist’s name and title and the name and address of the journalist’s employer and shall state that disclosure of the information sought would be in the public interest.

**(q) In the case of a county hospital operated pursuant to Chapter 339 of the Revised Code or a municipal hospital operated pursuant to Chapter 749 of the Revised Code, information that constitutes a trade secret, as defined in section 1333.61 of the Revised Code;**

**(r) Information pertaining to the recreational activities of a person under the age of eighteen;** “Information pertaining to the recreational activities of a person under the age of eighteen” means information that is kept in the ordinary course of business by a public office, that pertains to the recreational activities of a person under the age of eighteen years, and that discloses any of the following:

- (1) The address or telephone number of a person under the age of eighteen or the address or telephone number of that person’s parent, guardian, custodian, or emergency contact person;
- (2) The social security number, birth date, or photographic image of a person under the age of eighteen;
- (3) Any medical record, history, or information pertaining to a person under the age of eighteen;
- (4) Any additional information sought or required about a person under the age of eighteen for the purpose of allowing that person to participate in any recreational activity conducted or sponsored by a public office or to use or obtain admission privileges to any recreational facility owned or operated by a public office.

**(s) Records provided to, statements made by review board members during meetings of, and all work products of a child fatality review board acting under sections 307.621 to 307.629 of the Revised Code, other than the report prepared pursuant to section 307.626 of the Revised Code;**

**(t) Records provided to and statements made by the executive director of a public children services agency or a prosecuting attorney acting pursuant to section 5153.171 of the Revised Code other than the information released under that section;**

**(u) Test materials, examinations, or evaluation tools used in an examination for licensure as a nursing home administrator that the board of examiners of nursing home administrators administers under section 4751.04 of the Revised Code or contracts under that section with a private or government entity to administer;**

**(v) Records the release of which is prohibited by state or federal law;**

**(w) Proprietary information of or relating to any person that is submitted to or compiled by the Ohio venture capital authority created under section 150.01 of the Revised Code;**

**(x) Financial statements and data any person submits for any purpose to the Ohio housing finance agency or the controlling board in connection with applying for, receiving, or accounting for financial assistance from the agency, and information that identifies any individual who benefits directly or indirectly from financial assistance from the agency**

;

**(y) Records listed in [section 5101.29 of the Revised Code](#);**

- (z) Discharges recorded with a county recorder under [section 317.24 of the Revised Code](#), as specified in division (B)(2) of that section;
- (aa) Usage information including names and addresses of specific residential and commercial customers of a municipally owned or operated public utility;
- (bb) Records described in [division \(C\) of section 187.04 of the Revised Code](#) that are not designated to be made available to the public as provided in that division;
- (cc) Information and records that are made confidential, privileged, and not subject to disclosure under divisions [\(B\)](#) and [\(C\) of section 2949.221 of the Revised Code](#);
- (dd) Personal information, as defined in [section 149.45 of the Revised Code](#);
- (ee) The confidential name, address, and other personally identifiable information of a program participant in the address confidentiality program established under [sections 111.41 to 111.47 of the Revised Code](#), including the contents of any application for absent voter's ballots, absent voter's ballot identification envelope statement of voter, or provisional ballot affirmation completed by a program participant who has a confidential voter registration record, and records or portions of records pertaining to that program that identify the number of program participants that reside within a precinct, ward, township, municipal corporation, county, or any other geographic area smaller than the state. As used in this division, "confidential address" and "program participant" have the meaning defined in [section 111.41 of the Revised Code](#);
- (ff) Orders for active military service of an individual serving or with previous service in the armed forces of the United States, including a reserve component, or the Ohio organized militia, except that, such order becomes a public record on the day that is fifteen years after the published date or effective date of the call to order;
- (gg) The name, address, contact information, or other personal information of an individual who is less than eighteen years of age that is included in any record related to a traffic accident involving a school vehicle in which the individual was an occupant at the time of the accident;
- (hh) Protected health information, as defined in [45 C.F.R. 160.103](#), that is in a claim for payment for a health care product, service, or procedure, as well as any other health claims data in another document that reveals the identity of an individual who is the subject of the data or could be used to reveal that individual's identity;
- (ii) Any depiction by photograph, film, videotape, or printed or digital image under either of the following circumstances:

(i) The depiction is that of a victim of an offense the release of which would be, to a reasonable person of ordinary sensibilities, an offensive and objectionable intrusion into the victim's expectation of bodily privacy and integrity; or

(ii) The depiction captures or depicts the victim of a sexually oriented offense, as defined in [section 2950.01 of the Revised Code](#), at the actual occurrence of that offense.

**(jj) Restricted portions of a body-worn camera or dashboard camera recording.**

## APPENDIX B

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### The “Catch-All” Exemption

If any provision of Ohio or federal law prohibits public disclosure of a certain type of record, a public office must not release it in response to a public records request. A state statute or rule, or a federal statute or regulation may designate the records of certain government offices or particular types of records confidential. Such a designation means those records are not subject to the provisions of the Public Records Act.

Here is a list of some common “catch-all” exemptions:

a. **Attorney-client privileged information.**<sup>29</sup>

b. **Medical board investigative records.**<sup>30</sup>

c. **Child abuse reports.**<sup>31</sup>

d. **Student education records** (maintained by public schools, colleges, universities and at private institutions receiving public funding.<sup>32</sup> However, student “directory information”<sup>33</sup> is

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<sup>29</sup> State ex rel. Nix v. Cleveland (1998), 83 Ohio St.3d 379, 1998 Ohio 290, 700 N.E.2d 1; Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708; etc.

<sup>30</sup> Ohio Rev. Code Ann. §4731.22(F)(5). State ex rel. Wallace v. State Medical Board of Ohio (2000), 89 Ohio St.3d 431, 732 N.E.2d 960 (Medical Board’s investigative records are not public records).

<sup>31</sup> Ohio Rev. Code Ann. §2151.421(H). But, see, State ex rel. Strothers v. Wertheim (1997), 80 Ohio St.3d 155, 1997 Ohio 349, 684 N.E.2d 1239 (Ohio Rev. Code Ann. §2151.421(H) is directed to the children services boards or the departments of human services, not to a county ombudsman office); State ex rel. Munici v. Kovacic (June 15, 1994), Cuyahoga App. No. 64818, 1994 Ohio App. LEXIS 2612 (police investigatory reports are not governed by Ohio Rev. Code Ann. §2151.421).

<sup>32</sup> The Family Educational Right to Privacy Act (“FERPA” or “Buckley Amendment”), 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321; United States v. Miami University (2000), 91 F.Supp.2d 1132, 2000 U.S. Dist. LEXIS 3345 (student disciplinary records are exempt under FERPA). But, cf., State ex rel. The Miami Student v. Miami University (1997), 79 Ohio St.3d 168, 1997 Ohio 386, 680 N.E.2d 956 (student disciplinary records are not student “education records” that are exempt from disclosure but, see, Phillips v. Village of Carey (Aug. 3, 2000), Wyandot App. No. 16-99-11, 2000 Ohio 1733, 2000 Ohio App. LEXIS 3675 (release of high school graduate’s transcript to his employer to verify GPA and class rank did not violate graduate’s constitutional rights. However, parent can request any or all information not be disclosed without parent’s prior consent).

<sup>33</sup> FERPA, 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321(B) (regarding Ohio public schools, K-12).

public information unless the student's parent, guardian or custodian of a minor has requested the information not be released without the parent's prior consent.)

e. **Records of a Certified Public Accountant or public accountant** in the performance of an audit of a public office or private entity.<sup>34</sup>

f. **Ohio Ethics Commission proceedings** on a complaint or charge and certain information provided to the commission are not public record,<sup>35</sup> (but letters requesting an opinion of the commission are public record.)<sup>36</sup>

g. **Taxpayer records** (maintained by the Ohio Department of Taxation<sup>37</sup> as well as those maintained by municipal corporations).<sup>38</sup>

h. **Estate tax returns** (held by the probate court, the Department of Taxation, a county auditor, a county treasurer, the attorney general, or others listed in Ohio Rev. Code Chapter 5731).<sup>39</sup>

i. **Federal tax returns** and return information filed under the jurisdiction of the Internal Revenue Service.<sup>40</sup>

j. **Criminal background information and other law enforcement information on the LEADS/CCH/NCIC computer database.**<sup>41</sup>

k. **Records that have been sealed pursuant to statutorily authorized court order.**<sup>42</sup>

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<sup>34</sup> Ohio Rev. Code Ann. §4701.19(B).

<sup>35</sup> Ohio Rev. Code Ann. §102.06(F).

<sup>36</sup> 1986 Ohio Atty. Gen. Ops. No. 86 069.

<sup>37</sup> Ohio Rev. Code Ann. §5703.21.

<sup>38</sup> Ohio Rev. Code Ann. §718.13. But, see, 1992 Ohio Atty. Gen. Ops. No. 92 005 (W-2 forms prepared and made by a township as an employer are subject to inspection as a public record).

<sup>39</sup> Ohio Rev. Code Ann. §5731.90; 1992 Ohio Atty. Gen. Ops. No. 92-076.

<sup>40</sup> 26 U.S.C. §6103

<sup>41</sup> 42 U.S.C. §3789g; 28 C.F.R. §20.21, §20.33(a)(3); State ex rel. Multimedia, Inc. v. Snowden (1995), 72 Ohio St.3d 141, 1995 Ohio 248, 647 N.E.2d 1374; also, Ohio Rev. Code Ann. §109.57(D) and (E); Ohio Admin. Code §109:05 1 01; Ohio Admin. Code §4501:2-10-06; 1989 Ohio Atty. Gen. Ops. No. 89 005; State ex rel. Lippett v. Kovacic (1991), 70 Ohio App.3d 525, Cuyahoga App. No. 58243, 591 N.E.2d 422; State ex rel. National Broadcasting Co. v. Cleveland (1992), 82 Ohio App.3d 202, Cuyahoga App. No. 52337, 611 N.E.2d 838. St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority);

<sup>42</sup> E.g. Ohio Rev. Code Ann. §2953.52 constitutionality of which was discussed in State ex rel. Cincinnati Enquirer v. Winkler (2004), 101 Ohio St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority); State ex rel. WBNS v. Dues (2004), 101 Ohio St.3d 406, 2004 Ohio 1497, 805 N.E.2d 1116 (a court may not create its own exemption to the Public Records Act by sealing its records absent an appropriate grant of authority).

- l. **A trade secret** deriving independent value from the fact that it is not generally known and has been the subject of reasonable efforts to maintain its confidentiality.<sup>43</sup> (A detailed analysis is needed.)<sup>44</sup>
- m. **“Judicial Mental Process” Privilege created by Ohio case law.**<sup>45</sup>
- n. **Peace officers’ home addresses** (during the pendency of a criminal case in which the officer is a witness or arresting officer).<sup>46</sup>
- o. **Personal and medical records of the mentally retarded and developmentally disabled.**<sup>47</sup>
- p. **Attorney General investigation files relating to consumer protection or charitable trust investigations.**<sup>48</sup>
- q. **Mediation communications.**<sup>49</sup>
  - r. **Employees’ and their family members’ records and documents relating to medical certifications, recertifications or medical histories that have been created for purposes of the Family Medical Leave Act (FMLA)** (are confidential medical records and shall be maintained in separate files/records from normal personnel files.<sup>50</sup> Should the Americans with

<sup>43</sup> Ohio Rev. Code Ann. §1333.61(D). See, also, State ex rel. Besser v. Ohio State University (2000), 87 Ohio St.3d 535, 2000 Ohio 475, 721 N.E.2d 1044 (“Besser I”) (public entity can have its own trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Plain Dealer v. Ohio Dept. of Ins. (1997), 80 Ohio St.3d 513, 1997 Ohio 75, 687 N.E.2d 661; compare, State ex rel. Gannett Satellite Info. Network v. Shirey (1997), 76 Ohio St.3d 1224, 669 N.E.2d 1148 (resumes are not trade secrets of private consultant); State ex rel. Rea v. Ohio Dept. of Education (1998), 81 Ohio St.3d 527, 1998 Ohio 334, 692 N.E.2d 596 (proficiency tests are public records after they have been administered); State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255 (resumes of applicants for superintendent not trade secret).

<sup>44</sup> Ohio Rev. Code Ann. §1333.61(D). State ex rel Toledo Blade Co. v. Ohio Bureau of Workers Compensation (2005), 106 Ohio St.3d 113, 2005 Ohio 3549, 832 N.E.2d 711 (trade secret argument requires allegation of efforts to maintain recovery); State ex rel. Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708 (an in camera inspection is necessary to determine whether disputed records contain trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Besser v. Ohio State University (2000), 89 Ohio St.3d 396, 2000 Ohio 207, 732 N.E.2d 373 (“Besser II”) (following in camera inspection, court held documents did not constitute “trade secrets”); State ex rel. Seballos v. School Employees Retirement Sys. (1994), 70 Ohio St.3d 667, 1994 Ohio 80, 640 N.E.2d 829; State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255.

<sup>45</sup> TBC Westlake v. Hamilton County Board of Revision (1998), 81 Ohio St.3d 58, 1998 Ohio 445, 689 N.E.2d 32 (hearing examiner’s report to Board of Tax Appeals is not a public record).

<sup>46</sup> Ohio Rev. Code Ann. §2921.24(A); in fact, violation of Ohio Rev. Code Ann. §2921.24(A) is a fourth degree misdemeanor. Ohio Rev. Code Ann. §2921.24(D).

<sup>47</sup> Ohio Rev. Code Ann. §5123.62(T); 1992 Ohio Atty. Gen. Ops. No. 92-071

<sup>48</sup> Ohio Rev. Code Ann. §1345.05(A)(7) and Ohio Rev. Code Ann. §109.28, respectively. But, see, also, Ohio Rev. Code Ann. §109.34 (nonprofit health care entities proposing to transfer ownership or control of assets to persons exempt from taxation shall provide notice of the proposed transaction to the attorney general and obtain written approval of the transaction. The notice and all other documents or materials submitted pursuant to Ohio Rev. Code Ann. §109.34 are public records provided they meet the definition set forth in Ohio Rev. Code Ann. §149.43).

<sup>49</sup> Ohio Rev. Code Ann. §2317.023.

<sup>50</sup> 29 CFR 825.500(g)

Disabilities Act (ADA) also be applicable, then those records shall be maintained consistent with ADA confidentially requirements.)<sup>51</sup>

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<sup>51</sup> 29 CFR 1630.14(c)(1)



# Public Record Request Response Form

(FORM PR-1)

Thank you for your recent public record request. The (public office) will respond in accordance to the applicable provisions of the Ohio Public Records Act.

On     (Date)    , you requested the following records/ information:

The record/ information requested:

**Legal Authority Cited**

(if applicable)

- Is not maintained by this office  
*(office will attempt to direct requester to correct office)*
- Is overly ambiguous *(despite efforts to clarify)*.           ORC 149.43 (B)(2)
- Does not exist and/or no obligation to create.           ORC 149.40
- Has been disposed pursuant to One Time Records Disposal or pursuant to Retention Schedule.           RC-2
- Is not subject to release in its entirety           (Office needs to cite leg. auth)
- Is subject to release, however the following redactions have been made to protect exempted information (149.43 (B)(1)-(3)):

**Redaction**

**Legal Authority Cited**

Ex.     A    

149.43(A)(7)(a) Peace Officer Info

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

If applicable, Legal Review by: \_\_\_\_\_ Date: \_\_\_\_\_

**Credit Card Policy of Fairfield County  
Board of Commissioners**

Addendum “C” to the Fairfield County Personnel Policy  
Manual

**Background**

Credit cards are designed to make purchases in a manner that meets the needs of County government in an increasingly internet-based business environment. This program is an alternative to the traditional purchasing process and can significantly reduce the number of purchase orders and payments processed, eliminating paperwork and processing time. It is convenient for both the County and the vendor, and the program can also help minimize or eliminate the need for the use of personal funds reimbursed by expense report.

Benefits include an expanded list of merchants from whom purchases can be made, accelerated payment to the vendor, expedited delivery of goods, reduced paperwork, lower overall transaction processing costs per purchase, and the ability to set and control purchasing dollar limits.

Authority

Ohio Revised Code (ORC) Section 301.27 permits counties to use credit cards. The Board of County Commissioners of Fairfield County (“Board”), with the advice of the Fairfield County Auditor (“Auditor”), shall formulate the policy for the use of the cards. The policy, which will be adopted by the Board through resolution, shall set limits for, among other things, spending, card activity and allowable expenditures. It shall also establish administrative controls that the Board, after consulting with the County Auditor, determines will be sufficient for use of a credit card. The County Auditor shall develop internal accounting controls in compliance with the Auditor of State bulletins.

General Information

The credit card program is not intended to and shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86, Further, the credit card program is not intended to avoid or bypass the appropriation of funds process, approval process, or payment process. Rather, the program complements the established and existing processes. Expenditure may not exceed appropriations under any circumstances. Billings for authorized purchases made within the limits of appropriated amounts will be paid using County funds.

In accordance with ORC 301.27(E)(1), items and/or services purchased through the credit card program are only for the official use of Fairfield County. The card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It shall not be used as an ATM (automated teller machine) card, a debit card, or for cash advances. The card is not to be used for personal or non-work-related purchases.

The card program carries corporate (County) liability, not individual liability; however, **individual liability is imposed for inappropriate use.** Pursuant to the procedure established in ORC 301.27(J) if the Appointing Authority determines that the cardholder has used the credit card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the Appointing Authority shall immediately notify the Board. When the Board determines that the County Treasury should be reimbursed for credit card expenditures beyond the appropriated or authorized amount as provided in this policy or elsewhere in

ORC 301.27, it shall give written notice to the Appointing Authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice the County Treasury is not reimbursed for the full amount shown on the written notice, a referral will be made to local law enforcement to recover that amount from the cardholder by civil action in a court of competent jurisdiction.

The cardholder's personal credit history is not impacted in any way by participating in the program; however, the cardholder's personal credit shall be examined by the Appointing Authority in advance of issuing the card. Any derogatory findings, as determined may preclude the issuance of a credit card.

## **Policies and Procedures**

### **1. Definitions**

- a. Appointing Authority
- b. Coordinator

### **2. Appointing Authority defined and requirements**

Pursuant to ORC 301.27(D), an Appointing Authority shall be any County elected official, the Board of a County Appointing Authority, or any Appointing Authority that utilizes the County Auditor as its fiscal agent. The Appointing Authority may apply to the Board of County Commissioners for authorization to have an employee under its authority use a credit card held by that Appointing Authority to pay for any expense allowable under 301.27(E)(1), without submitting a monthly estimate of the employee's work-related expenses as permitted under ORC 301.27(F)(2).

### **3. Coordinator defined and requirements**

Each Appointing Authority that participates in the credit card program will name a program coordinator. The Coordinator will be responsible for resolving disputes with merchants and reviewing and reconciling card activity for the Appointing Authority's card(s). The Coordinator will be designated when the application for the card is approved by the Board. If the Coordinator is also a cardholder, another employee must serve as an alternate coordinator to approve any transactions involving the Coordinator's card.

The Appointing Authority will be the primary point of contact for their desired credit card program. The Appointing Authority will be responsible for ensuring the certification of funds, the ordering and distributing of cards, processing cardholder applications, limit adjustments, suspensions, cancellations, program compliance, troubleshooting problems encountered with card use or vendor authorization and following up on lost or stolen cards. The Appointing Authority will provide training for their authorized cardholders.

### **4. Establishment of card limits**

Credit limits are established by the County Commissioners and may be adjusted by resolution.

The maximum limit of credit exposure at any given time will not exceed \$500,000.00.

Individual credit cards are subject to the following maximum limits, as determined by the Board upon initial approval of the card:

*Range*

1. Card Limit	\$500 to \$20,000
2. Daily spending per card:	\$500 to \$20,000
3. Monthly spending per card:	\$500 to \$20,000
4. Single transaction limit:	\$20,000
5. Daily number of transactions per card:	10
6. Monthly number of transactions per card:	50

Exception: Pre-approval by the County Administrator/Designee and County Auditor, or their respective designee, is required for any purchase or use more than an established limit.

***Purchases may not be split to bypass the single transaction limit.***

Through the cardholder application process, Appointing Authorities will define limits for specific cardholders, not to exceed the limits established above.

## **5. Designation of allowed/prohibited transactions**

Pursuant to ORC 301.27(E)(1), credit card purchases are allowable for:

- The purchase of any work-related item
- The purchase serves a public purpose

By further example, the following is a non-exclusive list of allowable items:

- Office Supplies, furniture and equipment
- Meals, including reasonable gratuity not to exceed 20%
- Computer supplies
- Building maintenance materials and supplies
- Authorized travel expenses including sales tax for dine in meals and lodging tax, if hotel will not accept the county's sales tax exemption.
- Room Service (requires an itemized breakdown/billing)
- Fuel purchases approved as part of travel expenses
- Capital equipment with express written permission provided by the Board of County Commissioners
- Information Technology hardware, software, and technical support
- Postage
- Recurrent subscriptions and advertising
- Items related to wards in the care of the State of Ohio
- Items allowable and used in the ordinary course of business as permitted under ORC 301.27(E)(1).

The card may not be used to pay for the following:

- Services that are 1099 eligible
- Entertainment/recreation
- Adult publications/entertainment
- Alcoholic beverages
- Any merchant, product, or service normally deemed not consistent with county policy or the Ohio Revised Code

***ATM, cash advances, and all other cash-related transactions are strictly prohibited.***

No late charges or finance charges shall be permitted as allowable expenses.

Purchases cannot be used in any manner to circumvent competitive bidding requirements for purchases and contracts as determined by the Ohio Revised Code.

In the event an Agency does not have its own credit card, the Commissioners' Office may make a purchase on its credit card on behalf of another Agency. The Appointing Authority must have a purchase order opened prior to any purchase being made. Additionally, this arrangement must be approved by the County Administrator/Designee prior to any purchase being made.

Any use of a credit card outside of or inconsistent with the above defined appropriate uses will be considered an unauthorized use of the card unless the procedures outlined in ORC 301.27(J) are followed.

## **6. Virtual Cards**

A virtual card is a card for either one-time use or a card tied to a specific set of purchases for on-going use over a defined time period. With the approval of the Appointing Authority, virtual cards may be created for use in the routine payment of bills previously entered in the finance system. With the approval of the County Administrator/Designee and Appointing Authority, virtual cards may be created for any on-line purchases, with limits following those outlined in Section 4.

## **7. Sales and use tax**

Except as otherwise noted elsewhere in this policy, purchases made with the County credit card are tax-exempt. The name of the County and the words "tax-exempt" will be on each card.

If tax is charged inappropriately, the Appointing Authority should present a tax exemption certificate to the vendor and receive a credit for the unnecessary tax.

## **8. Application for credit card and subsequent profile changes**

The Coordinator will prepare the application, obtain written approval of the proposed cardholder, approval from the Appointing Authority head or board, and forward it to the County Administrator/Designee for pre-approval. Consistent with sections 4 and 5 above, the application will specify and new or modified monetary and transaction limits for the individual cardholder.

After the application is pre-approved by the County Administrator/ /Designee, the Appointing Authority will review the application for compliance with program limits and recommend either approval or denial to the Board.

The Board will then act by resolution approving any new cards or modifications to existing cards. Upon approval by the Board, the Appointing Authority will have a new card issued or act on any modifications.

## **9. Cardholder acknowledgment and responsibilities**

The cardholder is responsible for the physical custody of the card and for maintaining confidentiality of all information relating to the card such as the account number and expiration date.

A cardholder is responsible for any and all improper, fraudulent, or inappropriate use of the card. Use of a county credit card for any use other than an authorized or permitted use allowed under ORC 301.27(E)(1) is a violation of law for purposes of ORC 2913.21, in accordance with 301.27(K).

After the card is issued, the cardholder and the Coordinator will assure that the cardholder understands the intent of the program, and to agree to adhere to the policy and guidelines established by the Board as well as those established by the cardholder's Appointing Authority. The cardholder will be required to sign a written acknowledgment of receipt of the card and understanding of the applicable policies. The Appointing Authority will retain the signed acknowledgment

## **10. Making purchases; record-keeping**

### **a. Purchase orders**

**An encumbrance in the name of the card issuer must be established for each card through a purchase order. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected spending. This helps ensure that expenditures do not exceed available appropriations. The encumbrance must be established to ensure the purchase is applied to the correct expense categories**

### **b. Original receipts**

**When making a purchase, the cardholder shall obtain and forward to the Appointing Authority Coordinator the original receipt.**

Every effort should be made to ensure that the receipt contains the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The cardholder will match and attach original invoices/receipts to billing statements as part of the account reconciliation. **A cardholder will be held personally liable for missing receipts and may be required to reimburse the County for those billed purchases for which a receipt is not present or cannot be produced.**

### **c. Email, internet, telephone and fax purchases**

Credit cards may be used to purchase goods over email, the internet, telephone, or fax. These purchases must be evidenced by written order confirmation along with an original itemized receipt or invoice.

When using the Internet, the cardholder must make sure the web site where the card information is being placed is secure and that all account numbers are encrypted while being passed electronically. A cardholder can determine if the web site address is secure in two ways:

- (1) An Internet web site is secure when the address changes from <http://www> to <https://www>. The "s" stands for secure.

- (2) symbol resembling a “lock” will appear at the bottom of the browser. The “lock” symbol signifies that the web site is secure and that all card numbers will be encrypted when passed.

Cardholders will be held responsible for all orders placed, even those with vendors that turn out not to be legitimate businesses.

The cardholder should inform the vendor that the purchase will be paid through the County credit card and that the purchase is tax exempt. The cardholder should also ensure the vendor will comply with the requirements of items c (above), and e and f (below).

**d. Declined attempts**

The credit card will be declined if one of the embedded limits is exceeded, if the card issuer has a security concern because of a spending pattern, or, sometimes if the “bill to” address does not match the “ship to” address. The Coordinator Appointing Authority should be notified if a purchase is denied.

**e. Agent, acceptance or service fees**

Some companies charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is disclosed upfront, the allowable dollar limit on the fee is five percent of the total bill, not to exceed \$25.00. If the fee is **not** disclosed upfront, the fee needs to be disputed immediately, regardless of the fee amount. If the purchase is being made on state term or countywide contract, the vendor is prohibited from charging additional fees for use of a credit card. The Coordinator Appointing Authority should be notified immediately of this breach of contract.

**f. Vendor invoices**

The card issuer will pay the vendor and the Auditor will pay the card issuer. Vendors should not invoice the cardholder for purchases made with the credit card; however, the cardholder must always receive an itemized receipt or order confirmation.

**g. Purchasing log**

Each cardholder will maintain a purchasing log. The log records the transaction date, vendor name, the merchandise purchased, dollar value of sale, how the order was placed (via email, internet, phone, fax, mail or in person). A separate line is required for each purchase. The receipt for each purchase must be stapled to the log to expedite reconciliation with the billing statement. The log must be reviewed and signed by a supervisor or someone designated by the appointing authority. Cardholders cannot review and authorize their own purchasing logs.

**h. Monitoring card activity**

The Appointing Authority shall serve as the administrator for their credit card program with the County Administrator/Designee having similar access and approval rights. Elected officials, department heads, Coordinators, and cardholders shall have viewing access for their respective area

and cards, if desired.

## **11. Account reconciliation and payment of credit card billing**

Each cardholder or Coordinator will receive a statement identifying all transactions made during the billing cycle. The cardholder will reconcile the statement's accuracy against the purchasing log and receipts. Payment cannot be made until the cardholder confirms receipt of the goods or services. A quote or backorder notice is not substantive evidence of the occurrence of the transaction.

The Appointing Authority head or its designee is responsible for reviewing the log for the appropriateness of purchases made with the card and for approving each statement for each cardholder under their supervision. The approval must be evidenced by the approver's signature. Once approved for payment, the Appointing Authority must submit the original statement, purchasing log and supporting receipts to the Auditor. The County Auditor will issue payment, either by warrant or electronically, to the card issuer.

Timely completion of the reconciliation by the Coordinator is imperative to avoid interest charges and late fees. The reconciliation process must be completed within five business days of receiving the cardholder statement. If this time frame cannot be met for any reason, the Coordinator must notify the Auditor.

## **12. Returns, credits and dispute resolution**

Sometimes, there is a problem with a purchased item or service. Examples include, but are not limited to, broken merchandise, the billed amount does not match the quote, the billed amount includes sales tax, the statement contains a charge not recognized by the cardholder, or the statement contains duplicate charges from a vendor. In these instances, the Coordinator or cardholder should try to resolve the dispute with the supplier or merchant. If the purchased item needs to be returned to the supplier for any reason, a credit should be given to the credit card account. The Coordinator should be notified so they can verify that the credit appears on a subsequent statement. The cardholder cannot accept cash, rain check or house credit; credit must be returned to the card.

If the dispute cannot be resolved, the cardholder should contact the Coordinator, who will work with the card issuer to resolve the dispute.

## **13. Late fees or finance charges**

No late fees or finance charges shall be paid unless authorized by the Board.

## **14. Lost or stolen cards**

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges. The cardholder must confirm the phone call by written notification to the card issuer via mail or fax, with copies to the Coordinator. The date and time of the phone report of the lost or stolen card should be included in the written notification. The Coordinator will initiate issuance of a replacement card.



## **15. Suspension or cancellation of card**

The Board of Commissioners reserves the right to cancel a cardholder account at any time. Cardholders who terminate their employment or whose job duties change and no longer include purchasing must surrender the card immediately. The Coordinator must obtain the cards for cancellation. Cardholders on extended leave or reassignment may have their card suspended. Intentional use of the card for personal purchases or for purchases made in violation of County policy will result in immediate card cancellation and may result in departmental disciplinary action. When and if necessary, the Coordinator will initiate suspension or cancellation of the card and will notify the Board Appointing Authority.

## **16. Penalties for improper use of card**

The card is to be used by the cardholder to pay for authorized, work-related expenses. The card may not be used to pay for personal transactions. Improper use of the card can be considered misappropriation of County funds. The cardholder and/or the appointing authority may be liable for any expense improperly incurred, in accordance with 301.27(H). This may result in disciplinary action up to and including termination of employment. Improper use can result in immediate cancellation of the cardholder's account. In addition, the cardholder is personally liable for payment of improper purchases and subject to criminal prosecution. ORC 309.12, 301.29(G)(4), 2913.21

## **17. On-going Training and Acknowledgement**

Annually, the Appointing Authority will distribute county policies and procedures to all cardholders. The cardholders shall sign and acknowledge receipt of the same. The Appointing Authority may conduct training sessions from time-to-time for their cardholders.

## APPLICATION FOR COUNTY CREDIT CARD PROGRAM

Original \_\_\_\_\_ Amended \_\_\_\_\_ Department/Office \_\_\_\_\_

Name \_\_\_\_\_ Department Coordinator \_\_\_\_\_

Daily spending per card:	_____	(not to exceed \$20,000)
Monthly spending per card:	_____	(not to exceed \$20,000)
Single transaction limit:	_____	(not to exceed \$20,000)
Daily number of transactions per card:	_____	(not to exceed 10)
Monthly number of transactions per card:	_____	(not to exceed 50)

### CARDHOLDER ACKNOWLEDGEMENT

The credit card represents the County's trust in you. You are empowered as a responsible agent to safeguard County assets. Improper use of this card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment and/or criminal prosecution. Your signature below verifies that you have read and understand the County and Appointing Authority policies and procedures and agree to comply with all the terms and conditions of these policies as well as with all the following responsibilities.

1. I understand the card is for County-approved purchases only, and I agree not to charge personal purchases. I understand that all charges will be billed directly to and paid directly by the County. The bank cannot accept any monies from me directly. Therefore, any personal charges billed to the County could be considered misappropriation of County funds. In the event of misappropriation, I acknowledge and authorize any wrongly spent funds to be taken from my regular earnings (including any vacation, sick, or compensatory time payouts).
2. The card is issued in my name. I will not allow use of the card inconsistent with County policy. I am accountable for any and all charges against the card.
3. I consent to my personal credit report being accessed and understand that any derogatory information may preclude me from receiving a County credit card. Information found on my personal credit report will not be shared with my supervisor and will be held in confidence by the Appointing Authority.  
**(initial here)** \_\_\_\_\_

**-OR- Strike 3 if not in the name of an individual**

4. If the card is lost or stolen, I will immediately notify the card issuer by telephone. I will provide the card issuer written notification by mail or fax, with copies to the County Administrator and my Appointing Authority coordinator.
5. As the card is County property, I understand that I am required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card to validate its existence and account number.

6. I will record all transactions on a purchasing log, attaching the related original receipts. I will receive a monthly statement listing all activity during the statement period, and will reconcile it with the purchasing log. I will resolve any discrepancies by contacting the vendor first, and then involving the Appointing Authority Coordinator, when necessary. I understand that I will be personally liable for any purchases if I cannot provide the original receipt.
  
7. I understand the card is not provided to all employees. Assignment is based on my need to pay for work-related expenses. My card may be revoked at any time and for any reason. I understand that the card is not an entitlement, nor reflective of title or position.
  
8. I agree to surrender the card immediately upon termination of employment, **whether** voluntary or involuntary reasons, and upon retirement.

\_\_\_\_\_ Authorized by: \_\_\_\_\_  
 Employee Signature Appointing Authority Signature

Pre-Approval by: \_\_\_\_\_  
*County Administrator/Clerk/Designee*

Approved by Resolution Number: \_\_\_\_\_

**Upon Issuance of the Card**

9. I have received the credit card and a copy of the County’s policies and procedures for the credit card program. I have read and fully understand the program requirements and agree to follow them. Failure to do so may result in revocation of the card or other disciplinary action, up to and including termination of employment and/or criminal prosecution.

Date: \_\_\_\_\_ Card Number \_\_\_\_\_ Employee Initials \_\_\_\_\_

Appointing Authority Coordinator Initials \_\_\_\_\_

CREDIT CARD PURCHASING LOG

Credit Card Purchasing Log

Appointing Authority: \_\_\_\_\_ Billing Period \_\_\_\_\_ through \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

TRANSACTION DATE	METHOD (code)	VENDOR NAME CONTACT PERSON PHONE NUMBER	DESCRIPTION OF PURCHASE <i>or</i> RETURN	TOTAL AMOUNT PURCHASED <i>or</i> (RETURNED)	DATE RECEIVED/RETURNED	OTHER RESOLUTION #

METHOD CODES:  
 S = In-Store  
 P = Telephone  
 I = Internet  
 F = Fax  
 E = Email M = Mail

Cardholder  
 Signature:  
  
 Authorizing  
 Signature:



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

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

- a. Updated to clarify perimeters around payouts upon separation of service.
15. Addendum A Compensation Plan Policies (Page 106)
- a. Updated to clarify perimeters related to promotion and pay increases.



# **Fairfield County Personnel Policy Manual**

**July 2024**



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To All Employees of Fairfield County:

As elected public officials, it is our responsibility to the citizens of Fairfield County to make our workforce as productive and effective as possible. A cooperative effort between and among county employees is a key to good government. You are an important and necessary part of our success.

As a public employee of Fairfield County, your working life is governed by many rules and regulations. This booklet serves two purposes. One is to acquaint you with the rules and regulations of county employment; the other is to urge you to set high standards, to allow for personal development, to work for recognition and to perform at your personal best.

In 2019, we adopted “We Live the Code” to espouse the goal of providing exceptional internal and external customer service as a core value of Fairfield County government. It is you, Fairfield County employees, who help us accomplish this goal of exceptional customer service each and every day. To you, we say thank you. As we continue to Live the Code, our shared values of teamwork, responsibility, and harmony make Fairfield County a better place for everyone.

Procedures and practices are subject to modification and new developments. New updates will be provided whenever necessary. While, as of this date, these personnel policies are consistent with the Ohio Revised Code, when there is any conflict between a statute and County policy or regulation, the Ohio Revised Code shall prevail. Any questions should be referred to your immediate supervisor.

Sincerely,

Fairfield County Commissioners  
Steven Davis  
David Levacy  
Jeffrey Fix

## We Live the Code

I am a member of a TEAM of dedicated professionals who strive to exceed customer expectations. I listen and respond effectively to customer questions and do not discriminate or pass judgement onto those that come before me. I respect and value the opportunity to use my knowledge, techniques and resources to assist, encourage and mentor customers.

I am personally responsible to complete work in a timely and consistent manner. I will be regularly present, punctual and prepared to do the best job possible. I take ownership of errors and take action to correct them in an efficient manner. I will continue to work to improve the performance of myself and others by pursuing opportunities for learning. I will receive feedback in a constructive manner to develop professionally.

I will work harmoniously with others to get the job done, despite pressing deadlines or emerging crises. I will share information with everyone involved to set a tone of cooperation. I will follow policies and procedures as set forth by the county.

## **ARTICLE 1: INTRODUCTION AND ADMINISTRATION**

**SECTION: 1:1**

**SUBJECT: INTRODUCTION, APPLICABILITY & POLICY MANUAL ADMINISTRATION**

The provisions of this Policy Manual are applicable to all employees of Fairfield County except as specifically provided. Its purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all such employees of Fairfield County. Policies are defined as the basic rules which guide administrative action for accomplishing an organization's objectives. Comprehensive and clearly defined policies, consistently and fairly administered, are essential to the success of any organization. This policy manual is adopted and interpreted exclusively by the Appointing Authority in each department, and elected officials, and is not subject to modification, change, or contrary interpretation except as may otherwise be required by the law and/or Constitutions of the State of Ohio and federal government. Any statements in conflict with these policies made by anyone else are unauthorized, expressly disallowed, and should not be relied on. Any questions relating to the purpose, goals, and/or interpretation of the policies contained herein should be directed to the Appointing Authority.

This Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties. The policies set forth and adopted within this Manual supersede all previous written and unwritten personnel policies of each Appointing Authority. Each Appointing Authority may supplement this manual in accordance with applicable law. It is further the intent of this Manual to comply with all applicable federal, state, and civil service laws and regulations which each Appointing Authority is required to follow. Where there may be an unintended conflict between the Ohio Revised Code or applicable federal law and this manual, the statute shall prevail. Employees are responsible, as a condition of their employment, to abide by these policies and procedures. It is also the responsibility of each manager or supervisor to properly and consistently administer these policies and procedures. In order to effectively implement this Policy Manual and oversee its administration, the following affirmative action will be taken.

First, the most current copy of this manual is available to all employees on the County intranet. Second, the policies in this manual may be revised, with or without notice, as changes in external law or other conditions require. Only the Appointing Authority has the authority to make revisions or interpretations of policies contained herein. Copies of said revisions will be available for all employees on the intranet prior to their effective date. Third, employees are encouraged to make suggestions for improvements in personnel policies and practices. Suggestions should be directed to the Appointing Authority in writing, together with an explanation as to how such a change could improve the services provided to the public.

**SECTION: 1:2**  
**SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY**

It is the continuing policy of Fairfield County to provide equal employment opportunity to qualified individuals regardless of their age, sex, race, color, religion, disability, military status, genetic testing, or national origin, and to conform to applicable Equal Employment Opportunity laws and regulations. Equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, layoffs, recall from layoffs, discipline, and other County sponsored activities and programs. Additionally, it is the policy of Fairfield County to provide a means for communicating and resolving grievances and complaints regarding unlawful discriminatory employment practices. Any employee who fails to comply with this policy is subject to appropriate disciplinary action.

A copy of the County's Equal Employment Opportunity Plan is available upon request.

**SECTION: 1:3**  
**SUBJECT: SEVERABILITY/SAVINGS CLAUSE**

The policies in this Manual supersede any and all previous policies, written or unwritten, on subject matters covered or referred to herein. In the event that any section of this Manual, or amendment or revision thereto, is held to be unenforceable, invalid, contrary to law, or otherwise restrained from its full force and effect by a court or other tribunal of competent jurisdiction, the remaining section(s) of the Manual, to the extent that they remain unaffected by such declaration or restraint, shall continue in full force and effect. Each Appointing Authority reserves the right to effectuate a lawful alternative to any section or part thereof declared unenforceable, invalid, or contrary to law. The County will attempt to give employees advance notice of manual changes. However, the County may revise these policies with or without advance notice. Notice of the revisions will be available to all employees on the County intranet.

**SECTION: 1:4**  
**SUBJECT: DISCLAIMER**

The policies and procedures established and set forth in this Policy Manual provide guidelines for the supervisors and employees during the course of their employment with Fairfield County, Ohio to ensure, to the extent practicable, uniformity and nondiscriminatory application of conditions of employment.

Nothing herein is intended to, nor shall it be construed or interpreted, so as to create contractual or vested rights for employees with respect to continued employment, benefits, policies, procedures or any other provisions of this Manual other than those rights created by applicable state or federal law.

Where there is a conflict between an express provision of this Manual and a collective bargaining agreement, the collective bargaining agreement shall prevail with respect to that provision.

**SECTION: 1:5**

**SUBJECT: COMPUTER, MOBILE DEVICES, AND INFORMATION SYSTEMS USAGE**

**General**

1. Fairfield County computers, mobile devices, and information systems are the property of Fairfield County. They may be used only for explicitly authorized purposes. Fairfield County reserves the right to examine all data stored in or transmitted by their computers, smartphones, and systems. Without notice, Fairfield County Information Technology (FCIT), and authorized Fairfield County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Personnel have no rights to privacy with regard to the Internet and e-mail. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, e-mail, and collaboration application usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. FCIT has the authority and ability to monitor Internet sites contacted, e-mail, and collaboration application usage at its own discretion or at the request of management.

2. All software installed on any Fairfield County computer or mobile device must be licensed to Fairfield County. No Fairfield County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization by FCIT.

**Allowable Uses of Computer, Mobile Devices, and Information Systems for Business Purposes**

1. Facilitating job function performance;
2. Facilitating and communicating business information within the county network;
3. Coordinating meeting locations and resources for the county;
4. Communicating with outside organizations as required in the performance of employee job functions.

**Prohibited Uses of Computers, Mobile Devices, and Information Systems, Including but Not Limited to E-mail, Chat, and the Internet**

1. Violating local, state, and/or federal law;
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages;
3. Threatening others;
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related;
5. Using computers, mobile devices, or information systems in association with the operation of any for- profit business activities or for personal gain;
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing malware;
7. Accessing an employee's files without authorization and with no substantial business purpose;
8. Vandalizing the data of another user;
9. Forging any electronic communication;
10. Sending rude or obscene messages (e-mail and chat should not be used to send anything that would embarrass or discredit Fairfield County);
11. Disseminating unauthorized confidential or proprietary Fairfield County or client documents or information or data restricted by government laws or regulations;
12. Browsing or inquiring upon confidential records maintained by Fairfield County without substantial business purpose;
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws;
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale;
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs;
16. Sending or soliciting sexually-oriented messages or images;
17. Using the Internet or chat for political activity;
18. Using the Internet to sell goods or services not job related or specifically authorized in writing by an approving authority;
19. Downloading and viewing non-work-related streaming audio or video (e.g. listening to radio stations, etc.) due to the limited bandwidth of the system;
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user;
21. Speaking to the media or to the public within any news group or chat room on behalf of Fairfield County if not expressly authorized to represent Fairfield County;
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.



**NOTE: Whether on working time or not, these prohibitions apply at all times to county-owned computers, mobile devices, and information systems. Personnel cannot expect that the information they convey, create, file, or store in Fairfield County computers and information systems will be confidential or private regardless of the employee's intent.**

## **Use of E-mail and Collaboration Systems**

### **1. Public Records**

- a. Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.
- b. Public E-mail accounts - Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office's record retention schedule. Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.<sup>1</sup>
- c. Private E-mail accounts - Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.<sup>2</sup> Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

### **2. Official Use**

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<sup>1</sup> *State ex rel. Wilson-Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

<sup>2</sup> Case law is undecided as to private email use on county property. Therefore, county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

- a. When using e-mail or chat, as with all written official communications, personnel are expected to display a formal, businesslike demeanor in order to reflect professionalism and credibility upon Fairfield County and themselves.
- b. Everyone is responsible and liable for the content of his or her electronic mail or message. As stated earlier, all electronic data may be accessed at any time by FCIT or management for legal or business purposes.

### 3. Nonofficial Use

- a. Personnel may access e-mail and chat systems for nonofficial business provided that such communication does not disrupt or interfere with official Fairfield County business, is kept to a minimum duration and frequency, and is not political in nature. Similar to telephone usage, minimal personal e-mail and chat may be received or sent provided that no cost is incurred by Fairfield County.
- b. Please remember that there is no expectation of privacy for anything sent by e-mail or chat, and that others can view this information at any time.

### 4. Internet Access Guidelines

- a. Applicability - This policy provides only guidelines to Fairfield County personnel for Internet access. It does not supersede state or federal laws or any office policies regarding confidentiality, information dissemination, or standards of conduct.
- b. General Information - In the effort to enhance client service and facilitate communication among personnel, Fairfield County provides most personnel with Internet access, as determined by each employee's appointing authority. Personnel Internet access accommodates basic e-mail functions, file transfer, and interactive terminal access to accomplish county business goals. Fairfield County permits personnel to use and explore this technology so that everyone may become as proficient as possible in order to improve work quality and efficiency. All Fairfield County personnel must become familiar with and acknowledge Fairfield County policies relating to the Internet use in order to make the best use of the technology, maintain a professional environment, and protect valuable Fairfield County and client information.
- c. Guidelines for Incidental/Occasional Personal Internet Usage - Generally, the Internet is to be used for work-related purposes. Fairfield County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Fairfield County has the right to insist that agency Internet resources are devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason. Please remember incidental/occasional use is considered part of the meal and break time of personnel. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Such actions will be considered excessive.
- d. Filtering by Screening Software - FCIT has the right and may filter and deny users Internet access to sites considered inappropriate. Although not all-inclusive, examples of inappropriate sites that may be filtered are those depicting violence/profanity, partial or full nudity, sexual activity, gross depictions, intolerance, satanic/cult images, militant/extremist

images, questionable/illegal, and gambling activities. Please remember that there is no expectation for privacy for an employee's use of the Internet and that others can view this activity at any time. EXCEPTION: Certain employees, such as Sheriff's detectives, require the ability to access the internet without being filtered. The employee's appointing authority may instruct FCIT to cease filtering the internet access of any specific user. Such request does not bypass activity monitoring and/or logging.

## **Securing Computer Equipment, Mobile Devices, and Electronic Data**

### **1. General**

- a. Fairfield County employees who are responsible for or are assigned portable computer equipment, mobile devices, and electronic media (i.e., laptops, flash memory devices, external hard drives, DVD's, CD's, etc.) shall secure those items when not in the office. These items routinely contain confidential and/or HIPAA information, which could be compromised if lost or stolen.
- b. If a Fairfield County employee is responsible for a pool of portable equipment (e.g., equipment that is shared by many employees), the equipment shall be secured while in and out of the office. Sign-in and sign-out sheets shall be utilized to track the location of the equipment at all times. The sign in and out sheet at a minimum should include the employee's name that is using the equipment and date of checkout and return.
- c. When in possession of computer equipment, mobile devices, or media overnight, the computer equipment, mobile device, and media is expected to be secured in the employee's hotel room, residence, etc., in the most secure manner possible. When absolutely necessary, computer equipment, mobile devices can be placed in the trunk of a vehicle so long as items are not visible, but the trunk and the vehicle must be locked. Leaving computer equipment on the front or back seat of a vehicle, or in any way visible, is not permitted.
- d. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor and FCIT.
- e. Failure to properly secure portable computer equipment, mobile devices, and electronic data is subject to disciplinary action.

### **2. Physical Security**

- a. Agencies and users shall protect county-owned and county-authorized portable computing devices, removable storage components and removable computer media as well as privately owned or contractor-owned equipment which is connected to the Fairfield County Network from unauthorized access. Physical security measures shall incorporate at a minimum the practices listed below.
  - i. Portable computing devices, mobile devices, computer media and removable components, such as disk drives and network cards, shall be stored in a secure environment. Devices shall not be left unattended without employing adequate safeguards, such as cable locks, restricted access environments or lockable cabinets.
  - ii. When possible, portable computing devices, mobile devices, computer media and removable components shall remain under visual control while traveling. If visual control cannot be maintained, then necessary safeguards shall be employed to protect the physical device, computer media and removable components.
  - iii. Safeguards shall be taken in public or common areas to avoid unauthorized viewing of sensitive or confidential data.

### 3. Operation and Maintenance

- a. All county, privately-owned or contractor-owned devices that are authorized by FCIT for work use must meet, at minimum, the following guidelines:
  - i. Malware protection. All systems connected to any county-operated network must be protected by malware software approved by FCIT.
  - ii. System configuration. FCIT may require mandatory system configurations or settings for software or operating systems on any devices connected to any county-operated network, in order to protect the network. Device operating systems shall be maintained with appropriate vendor security patches and updates.
  - iii. Encryption. County data, applications and other system resources stored on portable computing devices shall be secured in accordance with the agency's risk assessment as defined in Ohio IT Policy ITP-B.1, "Information Security Framework." Methods for securing information maintained on portable devices may include as applicable, but not be limited to; personal firewalls, BIOS passwords, Data/application encryption, hard drive encryption, screen locking, screen timeout, security tokens.
  - iv. Backup. FCIT does not routinely back-up the contents of any portable devices. Data requiring a backup routine must be saved only to FCIT authorized servers.
- b. Guidelines for management and maintenance of personal and county data on portable computing devices.
  - i. County-owned Devices. Personal data may, from time to time, be temporarily stored on county-owned portable computing devices and mobile devices, provided said data and data access is in accordance with the county's Computer and Information Systems Usage Policy.
    1. Upon termination of employment, contract, or appointment, or when the employee or contractor assignment no longer requires the county-owned device, the device must be immediately returned to FCIT by the employee, contractor, or appointing authority. When a device is removed from service, the employee, contractor, or appointing authority must immediately return the device to FCIT for sanitization. Any non-county data found on the personal device will be permanently deleted. County data remaining on the device will be appropriately addressed by FCIT.
  - ii. Privately-owned Devices. When the device is no longer authorized for official county business because of termination of employment, termination of contract, change of assignment, or any other means, FCIT shall take appropriate action to remove or verify the removal of county software and data.
  - iii. Data Synchronization (Syncing). Fairfield County disclaims legal liability for the loss of non-county data, as well as the confidentiality of data synchronized or transmitted to county-owned or county-operated devices.

#### 4. Lost and Stolen Devices

The loss or theft of any portable computing device or mobile device, regardless of ownership by the county, employee, contractor, or etc., must be immediately reported to FCIT.

#### 5. Privately-Owned and Contractor-Owned Portable Computing Devices

The use of privately-owned or contractor-owned devices (i.e., mobile devices and laptops) for official county business must be authorized in advance by FCIT. Any portable computing device that is authorized by FCIT for county business must meet the following requirements:

- a. The device owner is responsible for the installation and maintenance of malware protection. The malware protection used must be approved by FCIT.
- b. The device owner is responsible for enabling a personal firewall, when the device is capable, prior to connecting the device to any county-owned or operated network.
- c. Disclaim in writing any agency liability for the safeguarding or maintenance of non-state data or portable computing devices used in support of official state business or while acting as an agent of the state. The disclaimer shall include a component stating that users of privately-owned devices used for state work shall not have any expectation of personal privacy regarding the device and that such devices may be confiscated as evidence in civil or criminal proceedings.

#### 6. Education and Awareness

Agencies shall ensure that portable computing device security is addressed in education and awareness programs. All employees, contractors, and other authorized users must agree to this security policy at the beginning of their respective appointments or assignments.

## Authentication

Passwords are the primary form of authentication into computer systems. They are the front line of protection for user accounts. A poorly chosen, misused, or misappropriated password may result in the compromise of Fairfield County's entire internal computer network. As such, and as a condition of being granted limited access to a portion of Fairfield County's computer equipment and network all Fairfield County employees, as well as contractors and vendors with access to Fairfield County systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords. An employee's breach of the procedures outlined below may subject the employee to appropriate discipline up to, in an appropriate case, termination of employment.

This policy applies to all employees and other personnel (collectively "users" or singularly a "user") who have access to, use of, or are responsible for an account, or any form of computer or network the use of which supports or requires a password, on any computer, computer system, or network that resides at any Fairfield County facility, has access to the Fairfield County network, or stores any public or non-public Fairfield County information.

### 1. General Password Information

- a. All user-level computer passwords (e.g., desktop computer, etc.) must be changed at least once every 90 days and this change will be programmatically enforced by Fairfield County. Notwithstanding that policy, in its discretion Fairfield County and its respective departments may impose a policy upon their employees that require passwords to be changed more often than every 90 days. Employees are hereby advised that the timeframe for password expiration is revolving, with each 90-day period commencing at the last time the user changed the password. An employee or other user is always permitted to change passwords more often than the minimum requirement, if he or she so desires.
- b. The password is required to be twenty (20) characters.
- c. Users or user accounts that have system-level privileges granted through group memberships or programs such as "sudo" must have a unique password from all other accounts held by that user. By way of example, and not limitation, domain administration and local computer administration accounts belong to this category.
- d. Passwords must not be inserted into email messages or other forms of electronic communication, regardless of the recipient of the message.
- e. All user-level and system-level passwords must conform to the guidelines described below.

### 2. Multifactor Authentication

- a. All county user accounts are required to have multifactor authentication enabled through the county deployed multifactor solution. Acceptable second factor sources are as follows:
  - i. The branded mobile app from the deployed solution
  - ii. One Time Password (OTP) sent via text to a mobile device
  - iii. Telephone call to associated phone
  - iv. Physical multifactor device or token as assigned by FCIT (when appropriate for specific cases)

### 3. Password Guidelines

#### a. General Password/Passphrase Construction Guidelines

- i. Please follow the below best practices when creating your password/passphrase:
  1. Use an easy to remember but uncommon group of four to eight words.
  2. Add spaces within and between words.
  3. Use capital letters or capitalize certain words.
  4. Add punctuation and special characters that make sense to the user but no one else.
  5. Use unusual or abbreviated spellings of words.
  6. Make some letters into numbers.
- ii. Examples below: NOTE: Do not use either of these examples as passwords.
  1. crazy\$ delightful notice Test
  2. several&Western whether case

#### b. Password Protection Standards

- i. Do not use the same password for Fairfield County accounts as for other non-Fairfield County access (e.g., personal ISP account, option trading, benefits, etc.).
- ii. Don't reveal a password over the phone or in an e-mail to anyone, for any reason.
- iii. Do not share Fairfield County passwords with anyone, including family members, administrative assistants, secretaries, coworkers, or supervisors, even if you will be away from work for a period of time.
- iv. Don't reveal a password on questionnaires or security forms.
- v. Do not store passwords in a file on ANY computer system (including mobile devices) without encryption that has been previously approved by FCIT.
- vi. Do not write passwords down and store them anywhere in your office.
- vii. If someone demands a password, refer them to this document or have them call someone at FCIT.
- viii. If an account or password is suspected to have been compromised, report the incident to FCIT and change all passwords.
- ix. Password cracking or guessing may be performed on a periodic or random basis by FCIT or its delegate(s). If a password is guessed or cracked during one of these scans, the user will be required to change it.

c. Application Authentication Standards - FCIT must review and approve all applications prior to being deployed on any Fairfield County system. FCIT, in its sole discretion, may approve or deny installation of any given application based on its compliance or exception to this policy.

d. Restricted-Use and Independent Software Authentication Management - For departmental or division (hereinafter, "office") -only software that has internal security not managed by a directory service under the authority of FCIT, the highest supervisor, manager, or director

of that office has the responsibility to maintain the users, passwords, and internal security of that application. In such case, that office shall enforce the password rules and policies set forth herein. That office shall perform a quarterly audit of such system(s). The responsible office shall notify FCIT of any existing applications that qualify for governance under this section of the Password Policy.

- e. Use of Passwords and Passphrases for Remote Access Users - Access to the Fairfield County Networks via remote access is to be controlled using either a one-time password authentication or a public/private key system with a strong passphrase.
- f. Exceptions - Exceptions to this policy include only accounts and passwords upon which a password policy has been mandated by an office of higher authority than FCIT (i.e. Secretary of State, State of Ohio Office of Information Technology, etc.). FCIT shall be notified of any such exceptions.

**NOTE - Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.**

### **Off-Duty Use of Social Media**

Fairfield County supports the free exchange of information and camaraderie among employees on the internet off-duty. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about Fairfield County, or engaging in posting inappropriate material about Fairfield County or its officers or employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action, up to and including termination.

While off-duty, employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media off-duty are strictly prohibited:

1. Comments or displays about coworkers or supervisors or Fairfield County that are vulgar, obscene, threatening, intimidating, harassing, or a violation of Fairfield County's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic. Fairfield County policies with respect to these prohibitions apply to off-duty conduct;
2. Statements or uses of Fairfield County's logo or trademark which are slanderous or detrimental to Fairfield County, including evidence of the misuse of Fairfield County's authority, insignia or equipment;
3. Engagement in unprofessional communication. "Unprofessional communication" includes that which, if left unaddressed, could potentially result in a civil or criminal cause of action against Fairfield County. "Unprofessional communication" also includes that which Fairfield County could demonstrate has a substantial risk of negatively affecting Fairfield County's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or Fairfield County's ability to maintain an efficient workplace.



Social media sites may be inspected by Fairfield County to determine potential violations of Fairfield County policy. If an employee believes that an online communication violates any Fairfield County policy, the employee should immediately report the communication to his or her supervisor. Fairfield County may investigate the matter, determine whether such communication violates Fairfield County policies, and take appropriate action. This action may include discipline, up to and including termination.

This policy does not apply to communications protected by the U.S. or Ohio Constitutions. Employees should see their supervisors with any questions or concerns about this policy.

**SECTION: 1:6**  
**SUBJECT: PUBLIC RECORDS REQUEST POLICY**

**Introduction**

It is the policy of the Fairfield County Commissioners Office that openness leads to a better-informed citizenry, which leads to better government and better public policy.

**Public Records**

This office, in accordance with the Ohio Revised Code, defines records as including the following: any document – paper, electronic (including, but not limited to, e-mail), or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the Fairfield County Commissioners are public unless they are exempt from disclosure under the Ohio Revised Code. It is the policy of the Fairfield County Commissioners Office, as required by Ohio law, that records will be organized and maintained so that they are readily available for inspection and copying.

**Records Requests**

Each request for public records should be evaluated for a response using the following guidelines: Although no specific language is required to make a request, the requestor must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requestor for clarification, and should assist the requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

The requestor does not have to put a records request in writing and does not have to provide his or her identity or the intended use of the requested public record. It is this office's general policy that this information is not to be requested. However, the records custodian may ask for a written request and may ask for the requestor's identity and/or intended use of the information requested if 1) it would benefit the requestor by helping the public office identify, locate, or deliver the records being sought, and 2) the requestor is informed that a written request and the requestors identify and intended use of the information requested are not required.

Public records are to be available for inspection from 8:00 a.m. to 4:00 p.m., Monday through Friday, during regular business hours, with the exception of published holidays. Public records must be made available for the inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested; the proximity of the location where the cords are stored; and the necessity for any legal review of the records requested. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, personnel rosters, etc.

All requests for public records must be acknowledged in writing by the public office within one business day following the office's receipt of the request. If a request is voluminous or will require research, the acknowledgement should include the following:

- An estimated number of business days it will take to satisfy the request.
- An estimated cost if copies are requested.
- Any items within the request that may be exempt from disclosure.

Any denial of public records requested must include an explanation, including legal authority, and the Prosecutor's Office should be consulted prior to denying any request. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

### **Costs for Public Records**

Those seeking public records may be charged only the actual costs of making copies. The charge for paper copies is \$0.10 per page or the amount required by law. If a data storage device is used to respond to a public records request, the actual cost of such a device shall be assessed to the requestor and must be paid by the requestor prior to disseminating the requested records. There is no charge for documents e-mailed. Requestors may ask that documents be mailed to them. They will be charged the actual cost of postage and mailing supplies, in addition to the charges set under the costs for public records section. Charges may be waived for efficiency purposes.

### **E-mail**

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the Office.

### **Failure to Respond to a Public Records Request**

The Fairfield County Commissioners Office recognizes the legal and non-legal consequences of failure to properly respond to a public records request.

## **ARTICLE 2: MANAGEMENT PRACTICES AND RIGHTS**

**SECTION: 2:1**

**SUBJECT: MANAGEMENT RIGHTS**

The Appointing Authorities of Fairfield County reserve the rights which are afforded them by virtue of their capacity and authority under the Ohio Revised Code, together with all such other rights of management which are inherent by custom to his position. Each Appointing Authority appoints employs, promotes, fixes the compensation for, and otherwise regulates the employment of all employees under their jurisdiction and control.

Specifically, management rights include, but are not limited to the following:

1. The right to generally manage through the implementation, enforcement, amendment, deletion, or revision of policies, procedures, rules, regulations and directives.
2. The right to control the efficiency of operations through organization of work methods or procedures; layoff or recall of employees due to operational or financial needs; and improvement in work methods, equipment, machinery and facilities.
3. The right to direct the work force through the determination of its size and number; the number of shifts required; the work schedules and hours of employment; the necessity for overtime and the amount, if required; the selection, retention, and assignment of all employees based upon qualifications and departmental functions and duties, and disciplining them as required, including suspension, termination, or reduction in pay or position; and promoting, and transferring employees as needed pursuant to established policy.
4. The right to effectively, efficiently, and economically manage their offices and/or departments determining acceptable standards of conduct and performances; the methods, means, equipment, materials, and processes for the accomplishment of work; the department's goals, objectives, programs, services, and work to be performed, and to utilize personnel in a manner to meet these purposes and improve productivity.
5. The right to determine when an emergency exists, and implement actions and assignments deemed advisable and necessary to effectively and efficiently respond to such emergency situations.
6. The right to exercise complete control and discretion over the budget.

**SECTION: 2:2**  
**SUBJECT: RECRUITMENT AND HIRING**

Employment in Fairfield County is employment in a public agency and subject to the laws of Ohio, including, but not limited to Chapter 124 of the Ohio Revised Code. The types of employment available include the following:

1. Full-time (permanent). A full-time employee is an employee whose regular hours of service for the County is based on thirty-five (35) or more hours in a work week and whose appointment is not for a limited period of time. An employee must work at least thirty-five (35) hours in a work week to be considered full-time.
2. Part-time (permanent). A part-time employee is an employee whose regular hours of service for the County total less than thirty-five (35) in a work week, and whose hours of service total at least five hundred twenty (520) hours annually.
3. Intermittent. An intermittent employee is an employee who works an irregular schedule determined by the demands of the Appointing Authority and only as needed. An intermittent employee shall not work more than one thousand (1000) hours per year.
4. Temporary. A temporary employee is an employee who is hired to work a particular, limited period of time, and whose hours of work could be full or part-time during this period but not in excess of six months.
5. Seasonal. A seasonal employee is an employee who works a certain regular season or period of the year performing some work or activity limited to that season or period.

In the event the Appointing Authority determines that a vacancy exists in a classified position and the Appointing Authority intends to fill the vacancy, the following procedures shall be followed. For vacancies other than entry level positions, a notice of such position opening may be posted for a defined period of time, generally at least five (5) working days. The notice shall include the date of posting as well as the date the notice expires, the classification title, rate of pay, department, and the area of vacancy, and a brief description. The Appointing Authority may also elect to fill the position by promotion of an existing employee. The Appointing Authority reserves the right to select a candidate from the applications submitted internally, from the general public, or by promotion of an existing employee.

The Appointing Authority will make reasonable accommodations for any qualified applicant or employment with a known disability to ensure equal opportunity and consideration in the application process.

Any person interested in applying for a position vacancy must timely complete a written application as to skills, abilities, knowledge, experience, and other information relevant to the position being applied for, and which must be given to the Authority by the date specified.

Any employee may apply for a posted position vacancy provided he or she possesses the requisite minimum qualifications and is not serving a probation period. Criteria used in evaluating an applicant's qualifications may include such considerations as past performance, the results of pre-employment skills test, aptitude, attendance records, education, training, prior work history, physical and mental fitness for the position, and length of service with Fairfield County, Ohio and/or any other job-related criteria.

The Appointing Authority retains the sole right to determine the qualifications desired for a position vacancy, to determine the weight attributed to each employment criteria, and to evaluate the relative qualifications of applicants. Applicants shall be evaluated according to how well their qualifications meet the requirements of the position including prior work experience/performance. Not all applicants will be chosen for the interview. The Appointing Authority further reserves the right not to fill or report a vacancy if he determines that no applicant possesses the desired qualifications.

**SECTION: 2:3****SUBJECT: PREREQUISITES FOR INITIAL AND CONTINUED EMPLOYMENT**

An applicant for employment must timely, accurately, and correctly complete an employment application. Falsification or omission of requested information by the applicant shall be cause for denial of employment, or termination from employment, if discovered after the applicant has been hired. Evidence of immoral character, conviction of a felony, or other unsavory conduct unbecoming a public servant of Fairfield County, or posing a threat to the legitimate business concerns of the Appointing Authority shall also be cause for denial of or termination from the employment; however, prior criminal conviction shall only be a bar to employment if such convictions bear a direct and substantial relationship to the position. Applicants for employment may be required to submit to one or more job-related screening procedures including reference checks, interviews, background checks, job samples, or skill tests, etc.

Also, prior to actual employment, employees in certain classifications who have been extended a conditional offer of employment may be required to undergo a medical examination, including drug testing, at the Appointing Authority's expense in order to ensure that they are capable of performing the duties and responsibilities of the position to be assumed.

However, the Appointing Authority shall make reasonable accommodations to the known physical or mental limitations of a qualified applicant or employee with a disability unless such accommodations would impose an undue hardship on the operations of such Appointing Authority.

All employees and applicants must be able to perform the essential functions of the position, with or without reasonable accommodation. In addition, the Appointing Authority, at its own expense, may require a current employee at any time to take a medical examination conducted by a licensed physician to be selected by the Appointing Authority, if they have any reason to believe the employee is no longer capable of performing the essential duties and responsibilities of his or her position.

Prospective employees in certain classifications may further be required to demonstrate their knowledge or perform certain tests of skill in order to further ascertain such prospective employee's fitness for the position. In the event that a position requires educational degrees, licensure or other certification, the applicant must furnish certified copies of such documents to the Appointing Authority which must be appropriately maintained in good standing if the applicant is subsequently hired.

Upon hire and annually thereafter, Fairfield County employees are to participate in various educational and training sessions as deemed necessary by their appointing authorities. All county employees are required to take an ethics training, cybersecurity training, and unlawful harassment training each year. Each appointing authority shall be responsible for providing these required trainings to new and existing employees in conjunction with Fairfield County Human Resources.

**SECTION: 2:4**  
**SUBJECT: SENIORITY**

Seniority is defined for purpose of layoff as the uninterrupted length of continuous service with a state agency, board, commission, county office, or a state-supported college or university. Service time may be transferred from agency to agency without loss of seniority provided there is no break in service of more than thirty (30) days. If an employee is terminated from employment for any reason other than layoff, a break in service and seniority occurs. If the employee is “reinstated” within one (1) year of his termination however, continuous service is not deemed to be broken and seniority credit is given for prior service. An employee who is reinstated within one (1) year of the date of layoff retains previously accumulated seniority but receives no seniority credit for time spent while on layoff.

Seniority for the purposes of vacation is calculated according to the number of years of service with the County or any political subdivision of the State of Ohio. The service need not be continuous. The employee should report the prior service to the Appointing Authority within ninety (90) days of beginning employment with the County.

For all other purposes, seniority shall be defined as the uninterrupted length of continuous service with Fairfield County, Ohio. An authorized leave of absence does not constitute a break in service, and seniority continues to accumulate.



**SECTION: 2:5**  
**SUBJECT: HOURS OF WORK AND OVERTIME**

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. All employees scheduled for a minimum eight (8) hours per day shall be offered an unpaid lunch period, of which the length and time of day to be taken shall be dependent upon an employee’s responsibilities and day-to-day assignments. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee’s regularly scheduled work day. Sick leave, vacation leave, personal days, compensatory time, holidays and other paid and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Overtime shall be compensated at a rate of one and one-half times the employee’s regular rate of pay for actual overtime worked. Appointing Authorities may establish policies for payment of on-call rates of pay for employees required to work during emergency situations.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

**Overtime Exempt Employees**

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate appointing authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

## **Compensatory Time – Non-Exempt Employees Only**

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. For employees of a Job and Family Services, compensatory time must be used within one hundred eighty (180) days of its accrual. For all other County employees, compensatory time must be used within three hundred sixty-five (365) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The appointing authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) or three hundred sixty-five (365) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

## **FLSA Statement**

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as "exempt" from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to Human Resources (740-652-7895). The Human Resources Director will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

**SECTION: 2:6**  
**SUBJECT: LACTATION BREAKS**

All employees that have recently given birth shall be allowed reasonable break time in order to express breast milk for her feeding child each time the employee has a need to express milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from co-workers and members of the public, to be used by the employee for expressing milk. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee. To the extent additional time is needed, such additional time shall be unpaid.

**SECTION: 2:7**  
**SUBJECT: WORK ASSIGNMENTS**

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, as required, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would place him in an imminently harmful or life-threatening situation. If an employee objects to an assignment, he should complete the assignment first, and then file a complaint. Each Appointing Authority reserves the right to hire and assign work to student, temporary, casual, intermittent, and/or seasonal employees.

**SECTION: 2:8**  
**SUBJECT: WORKPLACE SAFETY**

Each Appointing Authority shall attempt to provide safe and healthy working conditions for its employees as is consistent with its resources and/or applicable law. In order to assist the County in this goal, it is necessary for all employees to follow appropriate and accepted safety work rules and to be observant as to potential work environment hazards or unsafe conditions.

In the event that an employee identifies a hazardous or unsafe condition within the work place, the condition shall be reported by the employee to the Appointing Authority as soon as possible after its discovery. The Appointing Authority will review and evaluate the condition and take appropriate corrective measures if necessary.

In the event that an employee is injured during the course of employment, the incident shall be reported to the Appointing Authority or appropriate supervisor immediately. The employee shall fully complete the Workplace Injury Reporting packet found on [mymobilewalletcard.com/fairfieldco/](http://mymobilewalletcard.com/fairfieldco/) as soon as possible. When a work-related injury is reported to the Appointing Authority, Fairfield County will fully investigate the cause and identify appropriate corrective measures. Fairfield County will also ensure that any work-related injury receives prompt and appropriate medical treatment, including an employee recovery plan that will enable the employee to safely return to work as soon as possible. The supervisor is to notify Human Resources of the accident immediately.

If the employee requires medical attention, an "Incident Reporting Packet" should be sent with the employee to provide to the medical provider at the time treatment is initially sought. If due to the nature of the injury or other compelling circumstances it is not practical to send the Incident Reporting Packet to the medical provider with the injured employee at the time treatment is initially provided, then subsequent thereto it is the employee's responsibility to deliver the Incident Reporting Packet to the medical provider as soon as possible after the initial treatment has been rendered. All applicable forms in the packet must be completed and submitted to Human Resources. If medical attention is not required, an "Employee Report of Incident or Injury" form must be completed and submitted to Human Resources.

If an employee is physically unable to complete the balance of the work day as a result of an accident, he or she shall be placed on sick leave for the remainder of the day. Further absence may require the employee to apply for additional sick leave, vacation, or Workers' Compensation (whichever is applicable). Section 4:13 speaks specifically to Workers' Compensation injuries.

Employees who are operating a commercial motor vehicle while involved in an accident shall be required to immediately submit to a drug and alcohol test if there is a fatality to any individual involved in the accident, or the employee receives a citation for a moving violation and someone involved in the accident receives medical treatment away from the scene, and/or one of the vehicles sustains disabling damage. Drug and/or alcohol testing may also be administered in accordance with the County's policy on alcohol and drug abuse.

**SECTION: 2:9**  
**SUBJECT: CLASSIFICATION PLAN**

A classification plan based upon the duties and responsibilities of positions shall be maintained by the Appointing Authority. The plan shall include classification specifications consisting of a classification title, nature of work, essential functions, minimum qualifications, and other job-related characteristics. The Appointing Authority shall, as needed, review the duties and responsibilities of positions and make necessary adjustments or revisions to the classification plan.

**SECTION: 2:10**  
**SUBJECT: LAYOFF AND RECALL**

If it becomes necessary to reduce staffing levels, the Appointing Authority shall lay off employees in accordance with the rules promulgated by the Director of the Department of Administrative Services. Layoffs shall only occur when one of the following reasons can be determined:

1. Lack of work
2. Lack of funds
3. Abolishment of positions for reasons of:
  - a. Reorganization for the efficient operation of the appointing authority;
  - b. For reasons of economy; or
  - c. For lack of work.

When it is demonstrated that there is reason to reduce staffing levels, the Appointing Authority shall determine the number of positions and the classifications in which layoffs will occur. The Appointing Authority shall also prepare an order of layoff and the displacement and recall of laid-off employees. The order shall be based on length of service. For purposes of layoffs, length of service shall be the employee's continuous service. Continuous service includes service with other appointing authorities as long as there is no break in service. Such lists shall be posted in a conspicuous location, for employee inspection, at the time layoff notices are delivered. The Appointing Authority shall otherwise comply with the requirements of the O.R.C. and O.A.C.

The Appointing Authority may implement a paper layoff process by which all layoffs and displacements may be effectuated on paper prior to the actual effective date. This process shall provide all affected employees the opportunity to exercise their displacement rights prior to the actual implementation of the actual layoffs. Once employees have been notified of the layoffs and have exercised their displacement rights, if any, all layoffs may become effective on the same date in accordance with law.

**SECTION: 2:11**

**SUBJECT: TRAVEL, AND EXPENSE REIMBURSEMENT**

An employee may be reimbursed for mileage at the established applicable rate per mile for the use of privately-owned automobiles for County business, provided sufficient funds are available, and a written request is submitted in advance indicating the reasons for the travel. However, such reimbursement may be made only if the employee carries motor vehicle liability insurance as required by law.

An employee must file an itemized expense report within thirty (30) days of returning to work showing the purpose, benefit to the County, and the origin and destination of each trip in sufficient detail for the mileage claimed.

Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of each such person must be listed on the travel voucher. Charges for parking are reimbursable on any day when an employee is entitled to claim reimbursement for mileage.

Only “ordinary and necessary” business expenses for travel (including, for example, reimbursement for meals and lodging) may be reimbursed to the employee who incurred them without that employee paying income tax on the amount of the reimbursement. The Appointing Authority may approve additional expenditures beyond the limits if there is a justified, estimate approved prior to travel to metropolitan areas. Grant term and conditions must still be met. Ordinary and necessary business expenses should be submitted on an itemized expense report as soon as possible and within 30 days.

In order for meal reimbursements to NOT be taxable income to the employee the expenses must have been incurred in connection with overnight travel away from home.

Reimbursement for ordinary and necessary expenses must be “substantiated” through detailed, itemized, and dated receipts.

Reimbursement is authorized in accordance with the current limits established by the County Commissioners. Such limits may be changed from time-to-time. Meal costs which exceed the current limits will be reimbursed if the meal is an integral part of a meeting or conference. Proof of attendance shall be attached to the employee’s request for reimbursement.

If meal charges occur during an overnight stay, meal reimbursement for employees shall be the actual cost of the meal up to a maximum of \$15.00 for a meal occurring any time after midnight but no later than 11:00 a.m., \$25.00 for a meal occurring anytime from 11:00 a.m. to 4:00 p.m., and \$35.00 for a meal occurring anytime from 4:00 p.m. to midnight. Only one meal per stated time period will be reimbursed. If meals are included in the registration fee, employees will not be reimbursed for an “outside” meal unless exigent circumstances can be demonstrated. If meals are not incurred in connection with an overnight stay, the reimbursement will be counted as income and the employee is responsible for paying income tax on the amount of the reimbursement. Reimbursement of meal gratuities is authorized at the actual expense but not to exceed 20% of the actual meal expense and must be evidenced in the meal receipt. The amount of gratuity shall count against the applicable meal reimbursement rate.

Personal expenses incurred in traveling are not reimbursable, including but not limited to personal telephone calls, laundry, entertainment and alcoholic beverages.

**SECTION: 2:12**

**SUBJECT: CREDIT & VENDOR CARDS**

Employees who are issued a County credit card may only use it for work related purposes. No employee may use a County credit card for personal use. Credit card use is in accordance with the Board of County Commissioners Credit Card Policy included in the manual as “Exhibit C”. Any employee issued a county credit card shall acknowledge receipt and review the policy prior to use prior to use of a county issued credit card.

**SECTION: 2:13**  
**SUBJECT: EDUCATION**

In order to improve the quality of service to the residents of the County, it is occasionally beneficial to permit employees to participate in professional development activities including meetings, seminars, courses, workshops and/or conferences. As such, authorization with or without pay may be authorized for such purposes provided a request is submitted in writing at least one (1) week in advance. Continuing education (beyond college or university education) is valued at Fairfield County. Most departments offer some form of continuing education for employees. If a department required additional resources for continuing education, the department head or appointing authority should justify and evaluate the request and present it.

Section 4:12 details the tuition reimbursement policy of the county.

**SECTION: 2:14**  
**SUBJECT: PERSONNEL RECORDS**

Personnel records shall be maintained on all employees by the Appointing Authority. Such records may include information such as application for employment, letters of reference, performance evaluations, disciplinary actions or letters of commendation, and miscellaneous personnel forms and records. Medical records shall not be maintained in the employee's personnel file. Such records shall be kept in a medical file on separate forms, in separate medical files in compliance with the Americans with Disabilities Act.

Any employee may examine his or her personnel file by giving at least twenty-four (24) hours advance notice to the Appointing Authority. Such examination shall be made on non-work time or at some other mutually agreeable time. Confidential information as defined in Section 149.43 of the Ohio Revised Code shall not be released from the employee's personnel file unless specifically authorized by such employee in writing. This includes an employee's social security number.

When a public records request is made for an employee's records, the County will attempt to inform the employee of the request in advance of the release of records. The County will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the impending release of neither the requested information nor the employee's objection to such request shall constitute grounds for an unreasonable delay in responding to or releasing the records pursuant to an appropriate request. Employees are responsible for taking prompt and timely legal action at their own cost and expense in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must notify the Appointing Authority as soon as practicable of any changes in name, address, home telephone number, marital status, citizenship, tax exemptions, affiliation with any branch of the armed forces, or loss of licensure or insurability, if applicable.

Personnel records may only be destroyed in accordance with the County's records retention schedule.



**SECTION: 2:15**

**SUBJECT: CONFIDENTIALITY AND LIMITATIONS ON USE OF MEDICAL INFORMATION**

State and federal law imposes strict limitations on the use of medical examinations, medical information and medical related inquiries of employees. All medical information obtained from medical examinations and inquiries shall be collected and maintained on separate forms, in separate medical files, and shall further be treated as a confidential medical record. Medical-related material shall not be placed in an employee's personnel file. The Appointing Authority of the County shall take steps to guarantee the security of the employee's medical information, including:

1. Keeping the information in a medical file in a separate, locked cabinet, apart from the location of personnel files.
2. Designating a specific person or persons to have access to the medical file.

All medical related information shall be kept confidential, with the following exceptions:

1. Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
2. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment, or if any specific procedures are needed in the case of fire or other evacuations.
3. Government officials investigating compliance with the ADA and other federal and state laws prohibiting discrimination on the basis of disability or handicap shall be provided relevant information on request. (Other federal laws and regulations also may require disclosure of relevant medical information.)
4. Relevant information may be provided to state Workers' Compensation offices in accordance with state Workers' Compensation laws.
5. Relevant information may be provided to insurance companies where the company requires a medical examination to provide health or life insurance for employees.
6. Where authorized or required by law.

**SECTION: 2:16**  
**SUBJECT: WEATHER EMERGENCY/CLOSURE OF FACILITIES**

The Board of Commissioners has the authority to declare early release of staff or full-day closure of buildings due to emergency conditions. Where practicable, remote operations will continue during a building closure and employees may work remotely. In the event an emergency is declared, the following policies and procedures are in effect and should remote work not be available, time should be charged as outlined.

Early Closing - If the Board of County Commissioners announces an early closing of County buildings, each elected official will be notified of the decision and the time it is to be implemented. In the event of an early closing time, employees sent home will be paid for the balance of their shift. Employees who call in sick, vacation, or compensatory time that morning, will be charged with a full day sick, vacation, or compensatory time, whichever was stated when they called in. Employees who called in to report their inability to get to work because of hazardous conditions will be permitted to use a full day of vacation or compensatory time.

Full Day Closing - In the event the Board of County Commissioners decides to close a building(s) for a complete day, an announcement will be made as soon as practical via the Employee Notification System. This system will call, text, and/or email employees based upon the information employees have entered in Employee Self Service, which is found by locating [inside.Fairfield - Welcome](#) and logging in. That announcement will indicate agency and building status. Employees who are on a previously scheduled sick, vacation or compensatory leave day will be charged a full day of sick, vacation, or compensatory leave, whichever was previously scheduled.

Employees shall make every effort to report to work, unless instructed to do otherwise. Those employees who arrive late will not be penalized.

**SECTION: 2:17**  
**SUBJECT: PERFORMANCE EVALUATIONS**

The job performance of County employees may be evaluated during an employee's initial or promotional probationary period. The first probationary evaluation will normally be conducted on or about the employee's completion of ninety (90) calendar days of employment, with the second evaluation being completed within two (2) weeks prior to the end of the employee's probationary period. Employees who are not serving a probationary period shall have their performance reviewed at least annually but may be conducted more frequently if deemed necessary. All performance appraisals should be maintained in employee personnel files and should be completed by December 15<sup>th</sup>.

The primary purpose of a performance evaluation is to review each employee's performance in relation to established expectations and standards of conduct and performance during a specified period. Specifically, performance evaluations are intended to identify the strengths of an employee's performance and areas where improvement can or should be made. Performance evaluations should also encourage better communication between the employee and supervisor and improve employee's understanding of the Appointing Authority's expectations of him or her. Finally, evaluations may be used in considering potential candidates for promotion, determining the need for employee terminations, and in determining the sequence of employees to be laid off when such action is necessary.

**SECTION: 2:18**  
**SUBJECT: REMOTE WORK**

Remote work allows employees, when appropriate, to work at home or another location for all or part of their workweek. This flexible work option is possible when both the employee and the job/work are suited to such an arrangement. Remote work may be suitable for some positions but not all. Remote work is neither an entitlement nor a benefit, and in no way changes the terms and conditions of employment with Fairfield County or its appointing authorities. All remote work assignments shall be made on a case-by-case basis, focusing first on operational need.

Remote work may be granted in the following forms:

- Full-time
- Part-time (a blend of in and out-of-office hours)
- Short-term projects
- On travel days
- As necessary for emergency situations such as a natural disaster, pandemic, fire, etc.

Appointing authorities must approve all remote work assignments prior to remote work being commenced. Remote work assignments may be discontinued at any time by an appointing authority. While effort may be made to provide the employee with notice, an appointing authority may terminate a remote work assignment without notice or cause.

**ELIGIBILITY:**

Remote work is an alternative method of meeting operational need and is subject to the discretionary approval of an appointing authority and may be revoked at any time. Some positions by their nature require an employee to be in the office full-time and are designated as such by the appointing authority. These positions

will not be eligible for remote work. Other positions will be evaluated based on position, current need and circumstances, and the productivity and work habits of the individual employee. There should be no expectation that remote work will be ongoing. The supervisor and employee will review the suitability of a remote work assignment and then submit the plan to the appointing authority.

Remote Work Agreement. An employee must complete and sign a Remote Work Agreement and have it signed by their department director prior to the commencement of a remote work assignment. Remote Work Agreement templates may be obtained from Human Resources.

## **ARTICLE 3: EMPLOYEE CONDUCT AND RIGHTS**

**SECTION: 3:1**

**SUBJECT: PROBATIONARY PERIOD**

Newly hired or newly promoted employees shall be required to successfully complete a one hundred and eighty (180) calendar day probationary period. Each appointing authority may establish a probationary period in excess of one hundred eighty (180) days in accordance with law. No probationary period may exceed one (1) year. The probationary period allows the Appointing Authority to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate to the Appointing Authority and acceptable standard of conduct and performance shall be retained in their positions. Such employees shall be formally or informally evaluated on or about their completion of ninety (90) days of the probationary period and upon completion of one hundred and eighty (180) days if not terminated prior thereto.

If, at any time during the initial probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, he or she may be terminated. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period.

Employees working irregular schedules and intermittent employees shall have their one hundred and eighty (180) day probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

The failure of an employee to complete a promotional probationary period due to unsatisfactory performance shall result in the returning of the employee to his or her same or similar position prior to the promotion at the former rate of pay.

A newly hired probationary employee is not entitled to a wage increase during his or her probationary period.

A newly hired or newly promoted employee who has completed their probationary period by November 30 shall be eligible for any annual merit increase.

A newly hired or newly promoted employee who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.

**SECTION: 3:2**

**SUBJECT: PUBLIC EMPLOYEES ETHICS/CONFLICT OF INTEREST**

In order to maintain the integrity and confidence that the public has in Fairfield County government offices and departments, it is essential that employees of each Appointing Authority not use their positions for personal gain. In order to achieve this goal, all employees must act in an ethical manner and avoid conflicts of interest. Upon hire, employees are provided copies of Chapter 102 and Section 2921.42 of the Ohio Revised Code. Employees acknowledge receipt of these documents in writing.

Ohio law prohibits public officials, including employees, from using their authority, influence or position to benefit a member of his/her family or any business associate. This restriction includes all public contracts; including employment with the County, investment of public funds and other business relations with the County unless one of the exceptions set forth in the Ohio Revised Code apply to the specific circumstances. In addition, no employee may directly supervise a member of his/her family nor approve any time sheet or payroll related item for a family member.

No employee shall use his or her official position for personal gain, participate directly or indirectly in any activity which is in conflict with his or her official duties, or disclose confidential information regarding the business of the County to any private concern for his or her personal benefit.

No employee shall represent, have an interest in, or be employed by a private interest with which the County does business or act as an agent for or render services on behalf of any private interest where such activities would be incompatible with the duties and responsibilities of such employee.

No employee shall solicit or accept for their personal use anything of economic value from any individual or entity engaged in business with the county.

Any employee found to be in violation of this section shall be subject to possible disciplinary actions up to, and including, termination. Any employee who has a question as to whether or not his or her actions or activities are in violation of this section should direct such inquiry to the Appointing Authority.

**SECTION: 3:3**  
**SUBJECT: NEPOTISM**

**Hiring**

The County will receive employment applications from relatives of current employees upon the submission of such application by such relative. However, the following four (4) situations shall prevent the County from hiring a relative of a current employee:

1. If one relative would have supervisory, budgetary, or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the County.
4. If the hiring of relatives could result in a conflict of interest.

**Employment**

Employees are not permitted to work in a position where their supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the County must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for public officials to use their influence to obtain a benefit, including a job for their relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the section, the term “relative” shall include: spouse, fiancé, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, a legal guardian or other person who stands in the place of a parent to the employee, and a person who shares the same residence as the employee.

**SECTION: 3:4**  
**SUBJECT: ABSENTEEISM AND TARDINESS**

Employees who are unable to report for a regularly assigned work day shall be required to notify their Supervisor or other designated representative of such absence and the reason(s) thereof prior to the start of the scheduled shift, if possible but no later than fifteen (15) minutes after the start of the employee's scheduled shift. Employees who do not properly give notice of or document their absence, are habitually tardy, are absent without leave, are using sick leave for improper reasons, use excessive amounts of sick leave or develop a pattern of use, shall be subject to disciplinary action and/or shall not be paid. If an employee is absent without leave or notification for three (3) or more days, he or she may be deemed by the Appointing Authority to have abandoned his or her position and shall be subject to termination from employment.

The Appointing Authority reserves the right to control employee attendance and absenteeism and promulgate any specific rules and regulations in furtherance of this objective. The Appointing Authority may investigate situations of suspected sick leave abuse. Each Appointing Authority may adopt rules and guidelines to implement and enforce this provision.

**SECTION: 3:5**  
**SUBJECT: OUTSIDE EMPLOYMENT**

No employee shall have other outside employment which conflicts in any manner (including overtime requirements) with such employee's ability to properly and efficiently perform his or her duties and responsibilities with the Appointing Authority. In addition, full-time employees are required to consider this employment with the County to be their "primary" occupation which shall take precedence over any other outside employment which such employees may have. This means that employees are expected to be at work and fit for duty when scheduled. Employees are prohibited from engaging in secondary employment while on sick leave, disability leave or family medical leave. Finally, employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.



**SECTION: 3:6**  
**SUBJECT: POLITICAL ACTIVITY**

This policy lists examples of the specific political activities legally permitted and prohibited of all classified employees pursuant to O.R.C. §124.57, including classified employees on authorized leave of absence from their positions. Unclassified employees may participate in partisan political activities.

**Activities Permitted of Classified Employees:**

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating nonpartisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Nominating petitions. Employees may sign nominating petitions in support of individuals.
7. Political materials. Employees may display political materials in the employee's home or on the employee's property.
8. Badges, buttons, and stickers. Employees may wear political badges or buttons (so long as doing so does not interfere with job safety) or display political stickers on private vehicles.
9. Serving as a precinct election official under O.R.C. §3501.22.

**Activities Prohibited of Classified Employees:**

1. Participating in a partisan election as a candidate for office
2. Participating in a nonpartisan election as a candidate for office if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any candidate participating in a partisan election.
5. Service in an elected or appointed office in any partisan political organization.
6. Accepting a party-sponsored appointment to any office normally filled by partisan election.
7. Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Soliciting, either directly or indirectly, any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate.
9. Soliciting the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Engaging in political caucuses of a partisan nature.
13. Participating in a political action committee which supports partisan activity.
14. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact the Appointing Authority prior to engaging in such conduct.

**SECTION: 3:7**  
**SUBJECT: DISCIPLINARY PROCEDURE**

Employees who have completed their probationary period and are in the classified civil services may only be disciplined for just cause. Disciplinary action normally will be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the position held by the employee, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the Appointing Authority's discretion to impose an appropriate level of discipline under the specific factual circumstances.

The County has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Employees may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, violation of a policy or a work rule, misfeasance, malfeasance, nonfeasance, conviction of a felony or any other reason set forth in O.R.C. §124.34. Examples of reasons for which disciplinary action may be taken include, but are not limited to, the following:

1. Failure to maintain appropriate work standards.
2. Failure to comply with the work rules, policies or instructions of a supervisor.
3. Abuse of sick leave or falsification of leave requests.
4. Failure to observe proper safety standards and rules.
5. Engaging in non-work-related activity while on duty.
6. Improper use of Employer's equipment or use of equipment for non-work-related purposes.
7. Failure to cooperate with other employees.
8. Sleeping while on duty.
9. Being in possession of, consuming, selling or being under the influence of alcohol or drugs while on duty.
10. Falsifying records and/or making false statements.
11. Performing private work while on duty.
12. Making or publishing of false, vicious or malicious statements concerning employees, supervisors, the Appointing Authority or their operations.
13. Use of abusive, profane or threatening language towards employees or the public.
14. Unauthorized political activity.
15. Conduct that impacts the employee's credibility and/or has a relationship to the employee's job and/or public perception.
16. Misuse or removal of County records or information without prior authorization.
17. Failure to cooperate in a disciplinary investigation.

Whenever the appointing authority believes that discipline of a classified employee in the form of a suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. At least forty-eight (48) hours prior to the pre-disciplinary conference, the appointing authority shall provide the employee with notice of the charges. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. A failure to attend the pre-disciplinary conference shall be deemed a waiver by the employee.

An appointing authority may place an employee on leave without pay for up to two months if the employee has been charged with a felony. If the employee does not plead to or is not found guilty of a felony, the appointing authority must reimburse the employee for back pay plus interest. A classified employee who is convicted of a felony immediately forfeits his status as a classified employee.

In lieu of termination, the appointing authority and the employee may enter into a last chance agreement. Such agreement shall be in writing and signed by the parties. A last chance agreement shall include all relevant terms. If the employee violates the agreement, the decision on the type of discipline to impose shall be at the sole discretion of the appointing authority. The only issue that the employee may appeal to the State Personnel Board of Review is whether the employee engaged in wrongful conduct within the meaning of the agreement. Nothing in this section shall be construed to require the appointing authority to offer a last chance agreement.

**SECTION: 3:8**  
**SUBJECT: GRIEVANCE PROCEDURE**

Misunderstandings and differences of policy, procedures and work rules may sometimes arise when employees are working together on a day-to-day basis. In order that employees have a formal process in which to have their problems and questions heard and appropriately resolved in a timely manner, the following grievance procedure is hereby established:

**Step 1** - The grievant is encouraged to discuss the complaint giving rise to the grievance orally with his or her immediate supervisor in an attempt to resolve it. If the complaint is not resolved, a written grievance must be submitted to the grievant's immediate supervisor within five (5) working days from the date of the incident or occurrence giving rise to the grievance. The written grievance shall identify the name and position of the grievant, the date and time of the incident or occurrence, a statement of facts, and the remedy the grievant seeks. Within five (5) working days of receipt of the written grievance, the Supervisor shall provide an answer to the grievant and make further attempts to resolve the dispute.

**Step 2** - If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may resubmit it within five (5) working days from the grievant's receipt of the Step 1 answer to the grievant's Department Head. The Department Head shall provide an answer to the grievant within ten (10) working days of receipt of the grievance.

**Step 3** - If the grievance is not resolved in Step 2 to the grievant's satisfaction, the grieving may resubmit it within five (5) working days from the grievant's receipt of the Step 2 answer to the Appointing Authority or their designated representative. The Appointing Authority or designated representative shall investigate the grievance and/or meet with the grievant and provide an answer to the grievant within ten (10) working days of receipt of the grievance. Said answer shall be final and binding.

Grievances which arise as a result of actions of individuals at a certain level of the grievance procedure should be submitted directly to that step. For example, grievances relating to policies issued by the Appointing Authority should be submitted directly to Step 3.

The time limits in the grievance procedure may be extended only by mutual written agreement of the parties due to extenuating circumstances. A grievance shall be considered resolved if, at any point, the grievant withdraws his or her grievance in writing or fails to process the grievance within the specified time limits. Any grievance not answered by the Appointing Authority designee at any Step within designated time limits shall be considered to have been answered in the negative and may be taken to the next Step by the grievant in accordance with the procedures above.

**SECTION: 3:9**  
**SUBJECT: RESIGNATION AND REINSTATEMENT**

In the event that an employee intends to resign, he or she should notify the Appointing Authority in writing at least two (2) weeks in advance of the effective date in order to assure continuity of operations and timely payment of any separation pay.

**SECTION: 3:10**  
**SUBJECT: CLASSIFIED AND UNCLASSIFIED STATUS**

All employees of the County are in the classified civil service unless they are directly responsible to the elected official and hold a fiduciary and/or administrative relationship to such elected official or are specifically exempted from the classified service in accordance with the appropriate procedures by the Authority or exempted by operation of law (refer to O.R.C Section 124.11). Those employees in the classified service are afforded certain rights and protections under civil service law, including the right to be disciplined only for just cause after completion of probation.

Employees of an Appointing Authority who are in the unclassified service serve at their pleasure and may be terminated for any non-discriminatory reason. Such unclassified employees do not have the right of appeal to the State Personnel Board of Review.

**SECTION: 3:11**  
**SUBJECT: MINIMUM QUALIFICATIONS**

It is the responsibility of employees to maintain the minimum qualifications of their classification as established by the Appointing Authority and/or mandated by State or Federal law. The Appointing Authority shall determine the qualifications and requirements for each classification. Employees failing to maintain the minimum qualifications of their classification or who do not comply with State or Federal requirements relevant to their position may be subject to either termination of employment or a reduction of position, if a vacancy exists in a classification for which the employee is qualified.

An employee who is reduced in position shall receive the rate of pay of the lower classification and may apply for his former position when a vacancy becomes available and the requirements of the position have been met. All employees are expected to make reasonable and diligent efforts to maintain the qualification of their current classification. The provisions of Section 2:10, Layoff and Recall, shall not be applicable to this section.

In the event that the minimum requirements and qualifications of a classification are changed by external law, it shall be the sole responsibility of the employee to meet such requirements and maintain such qualifications as prescribed by State and/or Federal law. The Appointing Authority has no obligation to create a vacancy for an employee failing to maintain the qualifications of his job.

**SECTION: 3:12**

**SUBJECT: UNLAWFUL HARASSMENT AND DISCRIMINATION**

**Purpose**

It is the policy of Fairfield County to provide its employees an environment free of employee discrimination or harassment including sexual harassment. Discrimination and unlawful harassment are issues that can affect employees at all levels. Discrimination and unlawful harassment are inappropriate and illegal and will not be tolerated. Such behavior interferes with the well-being and productivity of the employee and the efficiency of our organization, negatively affecting morale, motivation and job performance. Fairfield County, in a commitment to eliminating this inappropriate behavior, has established the following policy. Employees shall not engage in any discriminatory or harassing behavior based on an individual's race, color, sex, religion, national origin, age, disability, ancestry, military status, or genetic information.

**Legal Definition**

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in one of the above-listed protected classifications.

Unlawful harassment is a form of employment discrimination. Harassment is unwelcome conduct that is based on race, color, religion, sex, national origin, age, ancestry, disability, genetic information, and/or military status. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment that is based on one of the other protected categories listed above is similarly unlawful and must be reported.

Any discrimination or harassment based on an individual's race, sex, national origin, age or disability, military status or genetic information will not be tolerated.

**Behavior That Can Constitute Sexual or Unlawful Harassment**

Sexual or unlawful harassment does not generally encompass conduct of a socially acceptable nature however, some conduct which is appropriate in a social setting may be inappropriate in the work place. Sexual harassment occurs when behavior of a sexual nature is directed toward an employee who finds that behavior unwelcome and offensive or the behavior fails to respect rights of others, is demeaning or lowers morale. Acquiescence in the behavior will not negate the existence of sexual or unlawful harassment.

“Unwelcome” does not mean involuntary. Prohibited conduct includes but is not limited to sexual comments, suggestions, jokes, leering, pats, squeezes or other similar contact, and posting of sexual

pictures, cartoons, photos or other graphics.

Sexual or unlawful harassment may also extend beyond the confines of this organization. Conduct that occurs off duty and off premises against an employee of the County will also be subject to this policy.

For purposes of this policy some examples of sexual harassment or unlawful harassment include, but are not limited to:

1. Jokes and comments of a sexual or discriminatory nature whether directed at a particular individual or told within an apparently friendly group;
2. Any touching, leering, pursuing or other attention that is unwelcome whether by the person who is the focus of the attention or others within view;
3. Direct propositions of a sexual nature or pressure for sexual activity which is unwelcome;
4. Display of sexually oriented materials in a location where others can see it.

Acts such as these constitute sexual harassment or unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual;
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

## **Complaints**

Employees who feel they have been subject to discrimination, sexual harassment or unlawful harassment by an employee or other individual in any way affiliated with this organization, have witnessed discrimination or harassment or wish to raise questions or concerns shall immediately contact their supervisor, department head, the Appointing Authority or the County Prosecutor.

Although an employee is encouraged to confront an alleged harasser or discriminator, he or she also shall report any incidents to management. When a supervisor or department head is notified of alleged harassment or discrimination, he or she will immediately investigate the complaint. The investigation may include private interviews of the employee allegedly harassed or discriminated against, the employee allegedly committing the harassment or discrimination and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. Determinations shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment or discrimination and prevent its recurrence will be taken. All employees are required to cooperate in any investigation.

## **Retaliation**

Anti-discrimination laws also prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws; or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The County and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels that he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with an individual who took action under this policy,

shall report such conduct to the supervisor, Department Head, Appointing Authority or County Prosecutor immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline. Disciplinary action for filing a false complaint is not a retaliatory act.

### **False Complaints**

Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Failure to prove sexual and/or unlawful harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

### **Corrective Action**

Sexual and unlawful harassment will not be tolerated. Sexual and unlawful harassment is considered to be failure of good behavior and conduct unbecoming. Disciplinary action will result and be reflective of the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual or unlawful harassment, discipline will be administered which may include removal.

Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting discriminatory or harassing behavior towards an employee exercising a right under this policy will also be subject to discipline. Any employee who has knowledge of sexually harassing or unlawful harassing conduct that allows the conduct to go unaddressed will be subject to discipline.

Employees are responsible for:

1. adhering to this policy
2. discouraging sexual harassment or unlawful harassment
3. reporting any and all incidents to appropriate persons
4. cooperating in any investigation which might result
5. directing any questions to their supervisor or department head

**NOTE: An employee who has questions or concerns regarding this policy should contact their supervisor.**

**SECTION: 3:13**

**SUBJECT: SMOKE AND TOBACCO FREE WORK ENVIRONMENT**

There shall be no smoking or tobacco use in County facilities or vehicles. This includes the use of electronic cigarettes. The Appointing Authority recognizes that each employee has a right to smoke and may do so at designated outside locations. Employees will not, however, be allowed to lessen their total daily or weekly work time in order to smoke.



**SECTION: 3:14**  
**SUBJECT: ALCOHOLISM AND DRUG ABUSE**

**Drug-Free Workplace**

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol, drug addiction or substance abuse problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to the time that the alcohol/drug addiction/substance abuse problem effects his/her performance or otherwise becomes known by the appointing authority will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases in accordance with law. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

Fairfield County maintains a drug and alcohol-free workplace in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substances are strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County conducts preemployment drug and alcohol screening and may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

**Drug Policy**

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with

O.R.C. § 3719.01 et seq.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, and prior to returning to work, but no longer than five (5) calendar days of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including termination. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

**NOTE: Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.**

Fairfield County has a zero-tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose either authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

### **Drug/Alcohol Testing Policy**

In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.

Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or

unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.

In addition to the testing allowed under section (b)(1), above Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

## **Discipline**

Fairfield County may discipline an employee for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, including a refusal to test or a positive test result on a return to duty or follow-up test shall result in the employee's discharge. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

## **Refusal to Test**

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;

Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;

Failure to execute or release forms required as part of the testing process.

## **Prescription/OTC Medications**

Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County

function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

### **Drivers with CDLs and the FMSCA Drug and Alcohol Clearinghouse**

Fairfield County is committed to complying with the Federal Motor Carrier Safety Administration's (FMCSA) Drug and Alcohol Clearinghouse. Fairfield County will report failed and refused drug and alcohol tests by CDL drivers.

Additionally, Fairfield County will conduct the required queries of the FMSCA Clearinghouse annually and during the pre-employment process in order to ensure driver eligibility to perform safety sensitive functions, including driving a commercial vehicle. In order for Fairfield County to conduct the necessary queries, employees and applicants are required to complete the required written consent.

Consistent with the FMCSA Clearinghouse requirements, Fairfield County shall conduct a full query of the Clearinghouse of each pre-employment driver during the background investigation process. Fairfield County will conduct limited queries, at least annually, for all employees required to possess and maintain a CDL.

Fairfield County will report all drug and alcohol program violations to the FMSCA Clearinghouse, including negative return-to-duty test results, as well as the date of the successful completion of a follow-up testing plan for any driver with unresolved drug and alcohol program violations.

### **Fairfield County will report the following to the FMSCA Clearinghouse:**

1. Alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return to duty test result;
3. A refusal to submit to a drug or an alcohol test;
4. A refusal to test determination made in accordance with 49 CFR 40.191;
5. A report that the driver has successfully completed all follow-up tests;
6. Verified positive, adulterated, or substituted drug test result;
7. Pre-duty or on-duty alcohol use;
8. Drug use as defined in the regulations;
9. Fairfield County's report of completion of follow-up testing;
10. Other results required by law.

Fairfield County will not report drug and alcohol testing results outside of DOT required tests.

In the event a driver refuses consent during the pre-employment screening process, Fairfield County shall not hire the driver. In the event a current employee refuses to give consent, the employee may be disciplined, up to and including termination. Further, a current employee refusing consent may be found to be incapable of performing their essential job duties as they will not be permitted to drive. A driver cannot drive until the query is conducted. If a query of a current employee returns notice that a drug or alcohol violation exists, a full query will be conducted upon the receipt of specific consent by the employee.

CDL drivers may petition to correct FMCSA Clearinghouse records.

**SECTION: 3:15**

**SUBJECT: SOLICITATION, DISTRIBUTION AND SALE OF MERCHANDISE**

**Solicitation Distribution**

The following policy on solicitation and distribution is hereby adopted by the Appointing Authority as to any and all employer premises of the County, including but not limited to administrative offices, work sites, and locations.

**Non-employees**

Non-employees of the County who intend a solicitation and distribution visit to the interior premises of the employer’s facility shall give the employer not less than seven (7) calendar days’ notice of each visit. Such notice shall be accompanied by a list of persons intending access and a designated time. All solicitation and distribution activity by non-employees shall be confined to non-work time and in non-work areas designated by the Appointing Authority and must not jeopardize health and safety.

**Employees**

Employees of Fairfield County are not permitted to engage in solicitation of other employees and distribution during any employees, work time whether in work or non-work areas. Employees may conduct solicitation and distribution activity in work and non-work areas, but only if both employees are on non-work time.

Each Appointing Authority may regulate any solicitation and distribution activity by any employee or non-employee which disrupts or interferes with the normal work on the County premises.

**Definitions**

The term “Solicitation” as used in this policy includes, but is not limited to, any act which requests, urges or seeks to induce in any way any employee to give or pay or obligate to pay money for any cause for any reason or to sign any document indicating membership in any organization, association, or group, or indicating support for or a pledge to any such organization, association, or group.

The term “Distribution” as used in this policy includes the passing out of any type of literature, advertising, handbills, circulars, forms, or any other memorabilia.

The term “work area” as used in this policy includes, but is not limited to, all offices, work sites, locations, conference rooms, and corridors leading directly thereto, and such other areas which are essential to the performance of an employee’s duties.

The term “non-work area,” as used in this Policy Manual includes, but is not limited to, cafeterias, break rooms, or other areas where work is not customarily performed.

The term “work time”, as used in this Policy Manual includes, but is not limited to, such time when an employee is engaged or should be engaged in work duties and assignments.

The term “non-work time” as used in this policy includes, but is not limited to, such time when an employee is not required to perform work duties and assignments, such as meal periods, authorized breaks, and before and after scheduled shifts or working hours.

## **Sale of Merchandise**

Generally, employees shall not be permitted to sell merchandise on County premises. In limited circumstances, however, the selling of merchandise by employees may be permitted with prior written approval.

### **SECTION: 3:16**

#### **SUBJECT: COUNTY PROPERTY**

Employees are prohibited from using County materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using County materials, tools, facilities, or equipment. All County tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the County. Employees who separate from service with the County are responsible for return of reusable County property in their possession.

Employees have no reasonable expectation of privacy in the use of County property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the County reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search County property and facilities or any other enclosed or open area within County property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The County also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from County facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The County reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the County.

The County may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, County-issued cellular phones are considered County property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of County cellular phones while operating a motor vehicle (County-owned or personal) is prohibited.

**SECTION: 3:17**

**SUBJECT: CONDUCT AND APPEARANCE**

The primary purpose of the various Fairfield County departments and offices is to serve the public in meeting its needs. In this regard, employees of the County will be expected to be prompt, efficient, professional and courteous in dealings with the public, whether directly or indirectly, and treat their fellow employees with mutual respect.

In addition, each Appointing Authority reserves the right to prescribe standards for dress and grooming and require that an employee's overall appearance be appropriate to the workplace, be in good taste, neat, and put forth a favorable image on behalf of the County.

If uniforms are provided to any employees, such uniforms must be worn during scheduled working hours. The wearing of any item of clothing that bears objectionable, obscene, and/or profane pictures, caricatures, writings, or other forms of inappropriate communication is strictly prohibited.



**SECTION: 3:18**

**SUBJECT: CONCEAL CARRY**

This policy addresses various issues concerning the provisions of Ohio's "Concealed Carry" statute. The County makes reasonable efforts to provide safe and secure working conditions. Employees share in this responsibility. Employees should report any perceived unsafe working conditions to their supervisor.

The Concealed Carry statute authorizes individuals, who meet certain licensing requirements, to carry a concealed firearm as defined in the statute. The Concealed Carry statute exempts certain areas, including public buildings from the scope of this law. In addition to the specific restrictions in the Concealed Carry statute, the Fairfield County Commissioners have adopted this policy to address issues pertaining to employment and the application of this statute. In addition to the specific provisions of the conceal carry statute, employees are expected to comply with this policy.

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto Fairfield County property. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

Fairfield County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a County owned vehicle.

This policy does not prohibit employees possessing a valid license to carry a concealed handgun from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. County Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a County owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon on the premises of the County. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon at any time while they are working for the County, acting within in the course and scope of employment, or acting as a representative of the County.

Fairfield County reserves the right to inspect County owned property at any time. In addition, if the County has reasonable suspicion that an employee or visitor is carrying a concealed weapon in violation of this policy, it reserves the right to require the individual to voluntarily demonstrate compliance with this policy. If the individual refuses to comply, he/she may be denied access to the County facility or vehicle.

Any violation of this policy may result in disciplinary action, up to and including termination.

**SECTION: 3:19**  
**SUBJECT: VIOLENCE-FREE WORKPLACE**

Fairfield County will not tolerate threats or acts of workplace violence and we are committed to providing a safe and professional work environment. All employees are expected to treat co-workers, managers, elected officials and the public in a mature and professional manner. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect County employees or which occur on county property will not be tolerated.

Prohibited workplace violence consists of:

1. All threats or acts of violence occurring on county property, regardless of the relationship between the county and the individual involved in the incident.
2. All threats or acts of violence not occurring on county property, but involving someone who is acting in the capacity as a representative the county.
3. All threats or acts of violence not occurring on county property, but involving an employee of the county if the threats or acts of violence affect the legitimate interests of the county.
4. Any threats or acts of violence resulting in the conviction of an employee or agent of the county, or of an individual performing service on the department's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests of the county.
5. With exception to law enforcement officers, pursuant to Ohio law, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance in county owned or leased buildings, secured areas, and vehicles. A valid license does not authorize the licensee to carry a weapon onto these premises. Violators of this policy will be subject to discipline, up to and including immediate termination and possibly prosecuted for violation of Ohio law.

Employees should also be alert to any threats or acts of violent behavior from co-workers, the public, clients, or others. Employees and management should utilize necessary precautions to protect all parties when a threat is made. It is the responsibility of each employee to report incidents of threats or acts of physical violence of which he or she is aware to his/her immediate supervisor or to the appointing authority. If a county employee is the individual reporting the incident, the report should be addressed to the reporting individual's immediate supervisor or a member of the management staff for assessment and possible referral to the appropriate law enforcement agency. Any employee involved in violating this policy will be subjected to disciplinary action, which may include termination, in accordance with the applicable law.

**SECTION: 3:20**  
**SUBJECT: WORKPLACE SEARCHES**

Fairfield County is concerned with the safety and security of its workplace. To provide a safe, secure, and healthy workplace, from time-to-time, workplace searches may be necessary and will be conducted when probable cause and/or reasonable suspicion is present as part of an investigation of specific allegations, including but not limited to drug/alcohol use or possession at the workplace, illegal possession of weapons at the workplace, evidence of theft from the workplace, and abusing the use of County property for personal purposes or outside ventures.

All Fairfield County facilities, buildings, offices, furnishings, equipment and computers are property of the County, and are provided to employees for their use in the conduct of County business. The County retains the right to search all buildings, offices, furnishings, equipment, computers, cell telephones and other items brought onto County premises at any time, with or without notice or employee consent, including personal property employees may bring to work such as purses, briefcases, lunch boxes, backpacks, bags, etc. Employees who bring personal property onto County premises, or use County equipment or materials for personal purposes, do so at their own peril and should not expect privacy.

In addition, any supervisor has the authority to inspect packages or other articles leaving the County's premises in the possession of any employee if that employee is reasonably suspected of removing County owned property without permission. The County maintains the right to cut and remove personal locks from County-owned property at any time. The County also reserves the right to review records of County-owned telephone usage, including cellular telephones.

If during an investigation or search, information indicating the possible commission of a crime or other illegal violations is discovered, the County personnel may disclose that information to law enforcement authorities or to other appropriate persons.

Employees refusing to cooperate in a work-related search or security investigation will be disciplined, with penalties up to and including termination of employment.

**SECTION: 3:21**  
**SUBJECT: CELLULAR PHONE USE**

The use of cellular telephones is, in some instances the most effective manner in which to conduct Fairfield county business, particularly for those designated employees who, by the nature of their job responsibilities, need to be accessible beyond the traditional workday or for those who work must work from multiple locations or in the field. Fairfield County recognizes these designated employees may occasionally be required to make business telephone calls and send and receive business e-mail and text messages. As such, designated Fairfield County employees may be assigned one of the following:

1. Designated employees may be issued a county owned cellular telephone phone for use in direct consequence of the discharge of their job duties; or
2. Designated employees may receive up to a \$60.00 per month stipend, with appointing authority approval, to reimburse the employee who chooses to use their personal cellular telephone to perform their job duties.

All employees should refrain from using cell phones for personal calls, text messages or games during work time (except during meal and rest periods). Regardless of whether an employee uses a county owned cellular telephone or their personal cell telephone to conduct Fairfield County business, **all** county policies concerning harassment, discrimination, retaliation, public records, confidential information, and ethics shall apply to the phone's use. Cell phones used for County matters may be subject to disclosure or inspection upon a legal demand being made. Employees are expected to protect personal devices used for work-related purposes from loss, damage, or theft as they would a county owned cellular telephone.

Employees shall comply with any applicable local, state, and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal cell phones while driving shall be solely responsible for all liabilities that result from such actions.

**SECTION: 3:22**

**SUBJECT: COUNTY EMPLOYEE MOTOR VEHICLE ELIGIBILITY**

This policy is applicable to all elected officials, full or part-time employees, summer workers, volunteers, and contract employees of Fairfield County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Fairfield County, Ohio. For purposes of this policy, the above-listed categories of persons are referred to as “Employees.” This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Board of Fairfield County Commissioners and also applies to privately-owned vehicles operated by Fairfield County employees in the course of their employment or activities on behalf of Fairfield County, Ohio and vehicles rented by employees for travel in and out of Fairfield County for authorized reasons.

Employees are responsible to ensure safe vehicle operation. It is the responsibility of every Fairfield County employee who drives a vehicle to comply with the following:

- a. All drivers must be at least eighteen (18) years of age.
- b. All drivers must maintain a valid Driver’s License that applies to the type of vehicle to be operated. (e.g. Commercial Driver’s License)
- c. All drivers must operate the vehicle in a safe, courteous and economical manner.
- d. All drivers and all passengers in vehicles so equipped shall wear safety belts. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers’ product manuals.
- e. All drivers and passengers shall comply with the motor vehicle laws of the State of Ohio or the state in which they are driving for or on behalf of the County.
- f. If an employee is operating a motorcycle in the course of their employment, they must wear a safety helmet.

**Driver Eligibility**

**Pre-employment/employment qualifications** - Hiring or promoting persons who will be required to drive as a function of his/her job duties will be at the sole discretion of Fairfield County or the applicable appointing authority. An applicant or employee, who will be required to drive as a function of his/her job duties, may be denied employment on the basis of a driving record deemed unsatisfactory by Fairfield County or the applicable appointing authority. At the discretion of the appointing authority, denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.

- 1. Employees or applicants for employment may be considered qualified to drive when the following are met to the satisfaction of Fairfield County or the applicable appointing authority:
  - a. A review of the applicant’s or employee’s motor vehicle driving record (“MVR”)
  - b. A favorable recommendation by Fairfield County’s insurance carrier (“Insurer”)
  - c. The provision by the applicant or employee of proof of insurance or compliance with the State of Ohio’s Financial Responsibility Laws.
  - d. Employees whose position requires a commercial driver’s license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department- specific policy meets or exceeds the provisions of this policy.
- 2. Employees or applicants for employment who, at the sole discretion of Fairfield County or the applicable appointing authority, have an MVR that demonstrates poor driving habits shall not drive

any vehicle on behalf of Fairfield County without receiving, and providing evidence satisfactory to Fairfield County or the applicable appointing authority that they have received additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority's satisfaction that there has been substantial improvement in their driving abilities, performance and skills. Fairfield County's Insurer may exclude coverage for any driver or drivers on a temporary or permanent basis.

**Active employment qualifications** - Fairfield County's Human Resources Department shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a vehicle for or on behalf of Fairfield County or the applicable appointing authority. Motor vehicle records of drivers will be submitted by Human Resources annually for review and approval by Fairfield County's Insurer. Upon completion of such review, the Insurer will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

1. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked and/or be required to participate in driving or alcohol/controlled substance intervention programs. Any conviction of one or more of the ten violations below appearing on an employee's MVR during the prior 36 months may result in the above action being taken.
  - a. Driving under the influence of alcohol or drugs
  - b. Leaving the scene of an accident
  - c. Vehicular homicides or manslaughter
  - d. Driving during a period of suspension or revocation
  - e. Reckless operation or other intentional and dangerous use of a motor vehicle
  - f. Attempting to elude or flee a law enforcement officer after a traffic violation
  - g. Road rage statute violations
  - h. Falling asleep while driving
  - i. Use of a motor vehicle in the commission of a crime
  - j. Non-Compliance with Ohio's Financial Responsibility Law

**NOTE: An arrest or conviction for one or more of the above violations on or off county time by an employee whose job requires that he/she drive a motor vehicle for or on behalf of Fairfield county or the applicable appointing authority must be reported within 24 hours of arrest/conviction and prior to operating a vehicle on behalf of the County to the employee's immediate supervisor and failure to do so may, at the discretion of Fairfield County or the applicable appointing authority, result in disciplinary action up to and including employee's termination from employment.**

2. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked due to the appearance of any of these items on an employee's MVR within the prior 36-month period.
  - a. Two or more "At Fault" accidents
  - b. Two or more moving violations
  - c. One "At Fault" accident and one moving violation.
3. In any case where the appointing authority or the County's Insurance carrier has temporarily or permanently suspended/revoked the employee's driving eligibility and driving is an essential, necessary or substantial function of the employee's job, the appointing authority may take

appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

### **Continued Eligibility**

Each employee's eligibility to operate a vehicle is within the discretion of the appointing authority and extends only so long as the employee is in compliance with this Policy.

### **Violation Reporting**

Any employee eligible to operate a vehicle must notify his/her immediate supervisor in any case where his/her license has expired or is suspended or revoked. Employees must further report any and all accidents, arrests, violations, and citations issued to him or her while driving for or on behalf of the County. Failure to do so may result in disciplinary action.

### **Alcoholic Beverages or Controlled Substances**

No alcoholic beverages, illegal drugs or controlled substances are permitted in or on a vehicle except as a function of law enforcement or medical emergency vehicles.

No alcoholic beverages, illegal drugs, or controlled substances are permitted to be transported in or on a vehicle except as a function of law enforcement.

No employee shall operate a vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs or after having consumed or used any alcohol or illegal drugs or substances and while such alcohol or illegal drugs or substances remain in the employee's body in any detectable quantity.

### **Firearms**

Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any vehicle driven for or on behalf of the County or applicable appointing authority. Such prohibition shall apply to all non-law enforcement employees regardless of whether such employee has been issued a concealed carry permit under ORC 2923.124, et seq.

### **Accidents and Traffic Citations**

In the event of a traffic accident or traffic stop for a violation while in the course of employment, employees shall:

1. Stop, no matter how minor the accident. Report all collisions involving vehicles to the law enforcement agency having jurisdiction.
2. Take precautions to avoid further damage or injury to persons or property.
3. Make no statements admitting responsibility.
4. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident.
5. If collision is with an unattended vehicle or other object, try to locate the owner and call the law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.
6. The driver of a vehicle is responsible for the vehicle until it has been returned to the department or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident. Contact your Supervisor regarding damage and towing if necessary.
7. Report all accidents and known damage to vehicles as follows:

- a. Report accidents and/or damage to vehicles to your Supervisor, who shall notify Human Resources immediately
- b. Employee's Supervisor shall record and secure all appropriate information on initial accident report and forward to Human Resources within twenty-four (24) hours.
  - i. In the event of a collision, the Supervisor shall forward the following information to Human Resources:
    1. A copy of all law enforcement reports, citations including all statements made at the scene or afterward to law enforcement, attached.
    2. Repair estimates, when appropriate, in due course. In all investigations of the accident by Fairfield County or the applicable appointing authority, the emphasis will be on fact-finding, however, discipline may result.
- c. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.

### **Use of Personal Vehicles on Official County Business**

This policy applies to employees who use personal vehicles while on County business.

Use of personal vehicles by employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship, or the use of a personal vehicle is otherwise authorized by the department supervisor or his/her designee.

This policy applies in all respects to Employees who use personal vehicles while on County business.

Employees who use personal vehicles while on County business shall abide by all County rules, including department rules.

All employees who use their own vehicle on County business shall first show proof of liability insurance coverage for their personal vehicle to their Department manager in the amounts of at least \$25,000 per person for bodily injury; \$50,000 per occurrence for bodily injury; and \$10,000 property damage per occurrence.

Employees who are authorized and required to use their personal vehicles on County business will be reimbursed per mile at the authorized county rate.

### **Tax Implications for County Owned Vehicles**

Where an employer-provided vehicle is used 100% for business purposes (except for de Minimis personal use) the use of that vehicle has no tax consequences to the employee and is not reported by the employee as income.

Where an employer-provided vehicle is used for both, business and personal purposes, the substantiated business portion use of the vehicle is not taxable to the employee as income but the personal use of the vehicle is taxable to the employee as wages. This substantiation rule requires the maintenance of records sufficient to satisfy the IRC 274(d).

Once proper substantiation is established, in order to determine how much of the use of the vehicle should be treated as income to the employee, the employee is to use one of four valuation rules: the General Valuation Rule, the Automobile Lease Valuation Rule, the Vehicle Cents-Per-Mile Rule, or the Commuting



Rule.

### **Personal Use of County Owned Vehicles**

No County vehicle is to be used for personal reasons, other than de minimis personal use such as a stop for a personal errand on the way between a business destination and the employee's home or to stop for lunch between two business destinations. Additionally, an Appointing Authority may for bona fide non-compensatory business reasons, require an employee to commute to and/or from work in a County owned vehicle. This would not constitute personal use of a County vehicle.

### **Miscellaneous**

Parking tickets, moving violations, and other fines received while operating a vehicle are the responsibility of the driver.

Employees must report theft of or from a County vehicle to local law enforcement.

Cell phone usage is discouraged and is limited to hands free devices only while the vehicle is moving. If an employee utilizes a cell phone or other electronic communication device that is not hands free while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority and they have not been authorized to do so, they may be subject to discipline up to, and including, suspension or termination.

Texting is prohibited at all times while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority.

For personal safety and county liability, employees and passengers shall comply with the state statute on seatbelt usage.

The use of tobacco products is prohibited in all county-owned or leased vehicles.

**SECTION: 3:23**

**SUBJECT: AMERICANS WITH DISABILITY ACT REQUIREMENTS AND COMPLIANCE**

Each Appointing Authority has designated an individual to coordinate its efforts to comply with and carry out its responsibilities under the Americans with Disabilities Act (ADA), including the investigation of ADA complaints. The ADA prohibits discrimination, in terms of hire, promotion, transfer, or any other benefits and privileges of employment, of any qualified individual with a disability, who satisfies the requisite skill, experience, education and other job-related requirements of the position such individual holds or desires, and with or without reasonable accommodation, can perform the essential functions of the position.

Any individual who believes he/she is subject to unlawful discrimination based upon disability may submit a complaint to the designated ADA coordinator. A record of the complaint and action taken will be maintained. An investigation will be conducted and a decision will be rendered by the ADA Coordinator or designated individual within fifteen (15) working days, or as soon as possible thereafter.

If the individual is not satisfied with the decision of the ADA coordinator or designee, he/she may appeal such decision to the Appointing Authority who shall consider the appeal of the employee, or designate an individual to conduct a further review and investigation of the initial decision. The decision of the Appointing Authority is final. However, nothing herein shall preclude an individual from filing a complaint with the U.S. Department of Justice or any other federal or state agency with jurisdiction.

The physical or mental limitations of an otherwise qualified applicant or employee with a disability shall be reasonably accommodated unless the accommodation would pose an undue hardship.

Undue hardship, for the purposes of this policy, means an action that requires significant difficulty or expense when considered in light of relevant factors, or would be extensive, substantial, disruptive, or would fundamentally alter the nature or operation of the Appointing Authority.

Among the factors to be considered in determining whether an accommodation would create an undue hardship include the nature and the cost of the accommodation, size of the department and its overall financial resources, the effect of the accommodation on expenses and resources, the nature and structure of the operation, conflict with state and federal laws, the impact of the accommodation on other employees, etc. Decisions as to whether an accommodation is reasonable shall be made on a case-by-case basis. Examples of possible accommodations may include job restructuring, acquisition or modification of equipment or facilities, reassignment to a vacant position, or other adjustment to a job, employment practice, or work environment.

**SECTION: 3:24**

**SUBJECT: PREGNANT WORKERS FAIRNESS ACT**

The Pregnant Workers Fairness Act took effect June 27, 2023. Covered employers must provide reasonable accommodations to workers with known limitations due to pregnancy, childbirth, or related medical conditions, unless the accommodation poses an undue hardship to the employer. As a covered employer Fairfield County would follow the Pregnancy Workers Fairness Act.

**SECTION: 3:25**

**SUBJECT: FRAUD REPORTING DUE TO VIOLATION OR MISUSE OF PUBLIC RESOURCES AND WHISTLEBLOWER PROTECTION**

If an employee in the classified or unclassified civil service becomes aware in the course of employment of a violation of state or federal statutes, rules, or regulations or the misuse of public resources, and the employee's supervisor or appointing authority has authority to correct the violation or misuse, the employee may file a written report identifying the violation or misuse with the supervisor or appointing authority. In addition to or instead of filing a written report with the supervisor or appointing authority, the employee may file a written report with the office of internal auditing, in the State Office of Management and Budget, created under section 126.45 of the Revised Code or file a complaint with the Auditor of State's fraud-reporting system under section 117.103 of the Revised Code.

The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll-free number, the Auditor of State's website, or through the United States mail.

**Auditor of State's fraud contact information:**

Telephone: 1-866-FRAUD OH (1-866-372-8364)

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

US Mail: Ohio Auditor of State's Office, Special Investigations Unit  
88 East Broad Street  
P.O. Box 1140  
Columbus, Ohio 43215

If the employee reasonably believes that a violation or misuse of public resources is a criminal offense, the employee, in addition to or instead of filing a written report or complaint with the supervisor, appointing authority, the office of internal auditing, in the State Office of Management and Budget, or the Auditor of State's fraud-reporting system, may report it to a prosecuting attorney (740-652-7560) or peace officer. In addition to that report, if the employee reasonably believes the violation or misuse is also a violation of Chapter 102 (Public Officers-Ethics), section 2921.42 (having an unlawful interest in a public contract), or section 2921.43 (soliciting or accepting improper compensation) of the Revised Code, the employee may report it to the appropriate ethics commission. To reach the Ohio Ethics Commission, call 614-466-7090 or via their website at [www.ethics.ohio.gov](http://www.ethics.ohio.gov)

An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information.

Except for situations involving the reporting of false information, as described in the immediately preceding paragraph, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint including, without limitation, doing any of the following:

1. Removing or suspending the employee from employment;
2. Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
3. Transferring or reassigning the employee;

4. Denying the employee promotion that otherwise would have been received;
5. Reducing the employee in pay or position.

If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the state personnel board of review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the board shall immediately notify the employee's appointing authority and shall hear the appeal. The board may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of the board is appealable in accordance with Chapter 119 of the Revised Code.

## **ARTICLE 4: EMPLOYEE BENEFITS**

**SECTION: 4:1**

**SUBJECT: SICK LEAVE**

All employees shall be entitled to sick leave in accordance with Sections 124.38 and 124.39 of the Ohio Revised Code as follows:

### **Accumulation**

Each employee shall be entitled for each eighty hour pay period on active status to sick leave of four and six-tenths hours of pay, and unused sick leave may be accumulated without limit. Part-time employees and employees with less than an eighty hour pay period are credited proportionately. Hours over eighty per pay period are not computed for sick leave purposes. Sick leave is used in ¼ hour increments, and cannot be used to put you into an overtime situation. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within 90 days of commencing employment with Fairfield County. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

### **Use**

Sick leave may be used by employees and upon approval of the Appointing Authority for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The Appointing Authority may grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.
7. Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law;

spouse; child; step-child; step-parent; grandchild; legal guardian; or another person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably necessary time, not to exceed one (1) day. The appointing authority may grant additional time off on a case by case basis not to exceed three (3) days.

### **Employee Notification**

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he or she shall notify his or her supervisor of such reason as reasonably in advance of the absence as possible but in no event later than fifteen (15) minutes after the scheduled start of the employee's shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

### **Written Statement**

In order to justify the use of sick leave, an employee must submit a satisfactory written signed statement. Anytime medical attention is required an employee must submit a certificate from a licensed physician stating the nature of the illness and the specific date(s) the employee was under physician care. In addition, if an employee is off sick for more than three (3) consecutive workdays, the employee must obtain a physician's statement in order to be paid for sick leave. Finally, if an employee uses sick leave on more than eight (8) occasions during any calendar year, subject to compliance with the requirements of the Attendance Policy, he/she must provide a certificate from a licensed physician in order to be paid. For purposes of this section, the written statement must provide sufficient detail to explain the reason for the employee to be off on sick leave. The Appointing Authority reserves the right to request additional justification for sick leave use. Failure to provide the necessary written statement could result in denial of leave and/or disciplinary action.

### **Sick Leave Abuse**

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The appointing authority reserves the right to investigate allegations of sick leave abuse. The Appointing Authority reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave he/she must be at home during his/her scheduled work hours or obtaining treatment or medication. Payout of sick leave shall be in accordance with Section 4:18 of this manual.

### **Wellness Incentive Program**

The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. The wellness period runs from the first payroll beginning date in November through the last payroll ending date in October. In order to be eligible, an employee must be a full-time employee for the entire wellness period. All new full-time employees hired after the first payroll beginning date in November, of each year, are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire where they are employed for the entire wellness period. Based upon the

following schedule, eligible full-time employees will be permitted to convert a determined amount of unused sick leave to an equal number of personal leave hours. Sick leave used for bereavement purposes during the wellness period, in accordance with sections 4:1 and 4:2 will not be considered in the calculation of sick time used.

1. If a full-time employee uses 16 hours or less of sick or unpaid leave during a wellness period, the employee may convert up to 48 hours of sick leave to personal leave hours.
2. If a full-time employee uses between 16.25 and 24 hours of sick or unpaid leave during a wellness period, the employee may convert up to 40 hours of sick leave to personal leave hours.
3. If a full-time employee uses between 24.25 and 32 hours of sick or unpaid leave during a wellness period, the employee may convert up to 32 hours of sick leave to personal leave hours.
4. If a full-time employee uses between 32.25 and 40 hours of sick or unpaid leave during a wellness period, the employee may convert up to 24 hours of sick leave to personal leave hours.
5. If a full-time employee uses between 40.25 and 48 hours of sick or unpaid leave during a wellness period, the employee may convert up to 16 hours of sick leave to personal leave hours.
6. If a full-time employee uses between 48.25 and 56 hours of sick or unpaid leave during a wellness period, the employee may convert up to 8 hours of sick leave to personal leave hours.

If an employee elects to convert the hours to personal leave days, the employee must utilize the personal days within the wellness period that immediately follows the wellness period in which the personal days were earned.

After the last payroll ending date in October, the agency's payroll department will notify all employees who are eligible for the sick leave conversion program and provide them with a "Request to Convert Sick Leave to Personal Leave" form.

**SECTION: 4:2**

**SUBJECT: BEREAVEMENT LEAVE FOR DEATH OF SPOUSE**

To provide employees with additional bereavement leave due to the death of a spouse beyond the current bereavement leave provided in this Personnel Policy Manual, four (4) paid bereavement leave days are available. The leave shall not count against an employee's sick, vacation, personal or compensatory leave balance and is in addition to the three (3) days of sick leave that can be utilized for bereavement leave.

**SECTION: 4:3**  
**SUBJECT: VACATION**

**Full-Time Employees**

All full-time employees of the County shall be entitled to vacation after completion of a 6-month probationary period with Fairfield County.

At 6 months of service, an employee has one week of vacation to use. For the first 12 months of service and until the 60<sup>th</sup> month work anniversary, an employee accrues 2 weeks of vacation.

At the 60<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 3 weeks of vacation.

At the 120<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 4 weeks of vacation.

At the 180<sup>th</sup> month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 5 weeks of vacation.

Service Time	Vacation Time Earned Each Year
Less than 6 months of public service	0 weeks
At 6 months of public service	1 week
At 12 months of public service	2 weeks
At 60 months of public service	3 weeks
At 120 months of public service	4 weeks
At 180 months of public service	5 weeks

The number of weeks are prorated based on the number of regular hours an employee is scheduled to work.

The lump sum is added at milestone anniversary dates because there is no way to accrue but not have access to the additional week in the year prior to the attainment of the milestone year.

**Part-Time Employees**

All part-time employees, as defined in section 2:2, shall be entitled to vacation after the completion of a 6-month probationary period with Fairfield County.

At 6 months of service, a part-time employee will have any accrued vacation hours from the previous six months made available for use.

Part-time employees shall earn vacation at the rate of 0.0388 per hour worked.

**Use**

Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of the employee's employment, provided that the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over the employee's vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.



In accordance with O.R.C. section 325.19, employees are entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. For purposes of vacation leave accrual only, the county shall prospectively recognize military service credit and service credit with the federal government, its subdivisions or agencies. It is the employee's responsibility to provide necessary documentation of prior service. Documentation must be provided within ninety (90) days of employment with the County or within 90 days of any modifications to service credit provisions contained within this section.

Vacation leave does not accrue during time spent on a leave of absence without pay; however, time spent on authorized leave of absence counts toward the number of years of service in determining vacation accumulation. Vacation requests should be received by the employee's immediate supervisor at least ten (10) work days in advance, the approval of which is subject to operational needs. If an Appointing Authority cannot honor all employees' requests for vacation for a particular period, vacation shall be granted based on the date of the request and seniority. In emergency situations, vacation requests with less than two (2)

weeks advance notice may be approved. Such situations will be scrutinized carefully and may require appropriate supporting documentation. Each Appointing Authority shall determine the number of employees within each work unit that may be on vacation leave at any given time. Vacation time may be taken in one quarter (1/4) hour increments. The Appointing Authority may revoke vacation leave that has been approved if required by operational reasons.

Vacation carry over, subject to departmental approval, unused vacation leave hours to the next year as part of the employee's vacation leave bank subject to the maximum accrual level of 3 years in accordance with Section 4:3 and O.R.C. section 325.19.

#### Vacation Leave Conversion

Once per calendar year, every employee not in a probationary status, shall elect to be paid at his/her regular straight-time hourly rate in effect, up to one year's accrual of vacation leave at the employee's current rate, on a one-for-one basis. Election for payment must be made in full on-hour increments.

All eligible employee will be provided a conversion form provided by Human Resources to make their vacation leave conversion payment election.

**SECTION: 4:4**  
**SUBJECT: HOLIDAYS**

All full-time employees are entitled to the holidays as determined annually by the Board of County Commissioners through resolution. Generally, these will consist of the following:

1. New Year's Day (January 1<sup>st</sup>)
2. Martin Luther King Day (3<sup>rd</sup> Monday of January)
3. President's Day (3<sup>rd</sup> Monday of February)
4. Good Friday at Noon (Recognized Friday)
5. Memorial Day (Last Monday in May)
6. Juneteenth Day (June 19<sup>th</sup>)
7. Independence Day (July 4<sup>th</sup>)
8. Labor Day (1<sup>st</sup> Monday of September)
9. Fairfield County Fair Day (Friday of the Fair)
10. Veterans Day (November 11<sup>th</sup>)
11. Thanksgiving Day (4<sup>th</sup> Thursday of November)
12. Day after Thanksgiving (4<sup>th</sup> Friday of November)
13. Christmas Eve at Noon (December 24<sup>th</sup>)
14. Christmas (December 25<sup>th</sup>)

If the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be in active pay status, approved paid leave or on a flexible work schedule status before and after the holiday in order to be eligible for holiday pay.

Each part-time or seasonal employee shall be entitled to holiday pay if the holiday falls on a day that the employee is scheduled to work. Such part-time or seasonal employees shall receive holiday pay for the number of hours that he/she would have been scheduled to work, not to exceed eight hours.

An employee in a non-exempt position who is required to work on a day designated as a holiday shall be entitled to pay for such time worked at overtime rates in addition to his/her regular holiday pay.

An employee in an exempt position, who is required to work on a holiday, shall be granted compensatory time off at time and one-half within thirty (30) days thereafter. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave.

## **SECTION: 4:5**

### **SUBJECT: LEAVES OF ABSENCE WITHOUT PAY**

#### **Personal Leave of Absence**

An employee may be granted a personal leave of absence without pay for personal reasons upon written request to the Appointing Authority for a period of up to six (6) months. The granting of a personal leave of absence shall be at the sole discretion of the Appointing Authority and will depend upon the nature of the request and operational needs of such Appointing Authority.

Employees returning from authorized leaves of absences shall be placed in their same or similar positions. Failure to return to duty from a leave of absence within three (3) working days of its completion shall be cause for termination. Leave time not being used for its stated and requested purpose(s) shall be immediately canceled with the employee being subject to disciplinary action. The Appointing Authority has no obligation to continue to provide health insurance benefits during an unpaid leave of absence except to the extent required by applicable law. An employee shall be informed, upon request, as to what rights he/she may have in accordance with applicable law to have his/her insurance continued during such leave.

#### **Education Leave**

The Appointing Authority may grant a leave of absence for a period of up to two (2) years for purposes of education, training, or specialized experience which would be of benefit to the service of the County by improved performance at any level or for voluntary service in any governmental sponsored program of public betterment.

#### **Disability Leave and Separation**

When an employee becomes physically or mentally incapacitated such that he/she is unable to perform the essential functions of his/her position, with or without reasonable accommodation, he/she may request or be placed on a disability leave of absence an employee must exhaust all paid leave during disability leave. An employee may be placed on unpaid disability leave when he/she is unable to perform the essential functions of the job with or without reasonable accommodation and all paid leave is exhausted. An employee may request a voluntary disability separation upon presentation of appropriate medical documentation. If an employee fails to request a voluntary disability separation, the Appointing Authority may place the employee on an involuntary disability separation. However, a medical or psychological examination conducted by a licensed practitioner shall be required prior to placing an employee on disability separation unless the employee is hospitalized at the time of the disability separation, or substantial credible medical evidence already exists that documents the employee's inability to perform the essential job duties.

For an involuntary disability separation, the Appointing Authority shall schedule a pre-separation hearing when it has substantial credible medical evidence of the employee's disability and the Appointing Authority has determined that an employee is incapable of performing the essential job duties of his or her assigned position due to the disabling illness, injury or condition. At this hearing (if the employee does not waive it), the employee shall have the right to examine the Appointing Authority's evidence of disability, to rebut that evidence, and to present testimony and evidence on his/her behalf.

If the Appointing Authority, after weighing the testimony presented and evidenced adduced at the pre-separation hearing, determines that the employee is incapable of performing his essential job functions with or without reasonable accommodation, an O.R.C. 124.34 order of involuntary disability separation shall be issued, along with a notice to the employee of the required procedures to apply for reinstatement. An employee given a disability separation shall have the right to reinstatement within two years of the disability separation or unpaid leave of absence, as appropriate upon submission of appropriate medical documentation.

Upon completion of a disability leave of absence and submission of any required documentation, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of a disability leave if requested by the employee and upon advance submission of substantial, credible medical documentation, if required, that the employee is once again capable of performing the essential functions of his/her position, with or without reasonable accommodation.

In the event an employee requests reinstatement from a disability leave of absence or involuntary disability separation and the Appointing Authority, upon review of the medical evidence presented initially determines that the employee remains incapable of performing the essential job duties of his/her position with or without reasonable accommodation, a pre-reinstatement hearing shall be scheduled. If the employee does not waive the right to that hearing, then he/she shall have the right to examine the evidence of continuing disability, to rebut that evidence, and to present evidence and testimony on his/her own behalf.

### **Disability Insurance Leave**

In the event an employee elects and utilizes a disability insurance leave option, it is required to utilize the appropriate accruals during the elimination period. Employees may supplement their disability leave with their accumulated time off. The combination of accrual and disability leave payments cannot exceed 100% of the employee's regular pay.

### **Application for Leave**

Any leave of absence without pay, and any other extensions thereof, must be applied for in writing at least thirty (30) calendar days in advance of the date on which the leave is requested to begin except in emergency leaves which shall be handled on an individual basis. A leave of absence shall be requested and authorized on the appropriate form.

### **Sick Leave Credit and Vacation Credit**

An employee on leave of absence without pay does not earn sick leave or vacation credit.

### **Failure to Return from Leave of Absence**

An employee who fails to return to duty after a leave of absence shall be considered absent without pay and subject to disciplinary action. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without notification, will be considered absent without leave and may be discharged for neglect of duty. An employee who fails to apply for reinstatement within three years of a disability leave and/or separation as required by applicable law or regulation shall be deemed permanently separated.

### **Absence Without Leave**

An employee who at any time absents himself from duty without leave may be subject to disciplinary action. An employee who absents himself habitually without leave, or for three (3) or more successive duty days, without leave and without notice of the reason for such absence, shall be subject to termination from employment.

### **Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Appointing Authority may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee may also be subject to disciplinary action for falsification of his request for the leave of absence.

**SECTION: 4:6**  
**SUBJECT: COURT LEAVE**

### **Jury Duty**

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The County will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the County prior notice of jury duty, and pay his jury duty fee to the County, in order to receive his regular pay.

### **Work Related Proceedings**

Employees who are required by the County to appear in court or other proceeding on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

### **Personal Matters**

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the County, must seek an approved vacation leave or unpaid leave of absence

**SECTION: 4:7**  
**SUBJECT: MILITARY LEAVE**

Military leave is governed by Ohio Revised Code Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Paid Military Leave**

All permanent employees of the County who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to their appointing authority or department head as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. section 5923.05, employees are authorized to such military leave of absence up to twenty-two (22) eight (8)-hour working days or 176 hours within a calendar year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a calendar year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the County for that period.

Employees who are on military leave in excess of twenty-two (22) days or 176 hours in a calendar year may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or 176 hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave in accordance with section C. Employees who exceed the twenty-two (22) days or 176 hours and do not elect the option in section D are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.



## Unpaid Military Family Leave

1. Pursuant to Ohio Revised Code Section 5906.02, once per calendar year, employees may take unpaid military family leave up to ten days or eighty hours, whichever is less, if all of the following conditions are satisfied:
  - a. Employee has been employed for at least twelve consecutive months and for at least one thousand two hundred fifty hours in the twelve months immediately preceding commencement of the leave.
  - b. Employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.
  - c. Employee gives proper notice to the County that the Employee intends to take leave pursuant to this policy. Notice of at least fourteen (14) days prior to taking the leave is required if the leave is because of a call to active duty. Notice of at least two days prior to taking the leave is required if the leave is because of an injury, wound, or hospitalization. However, if the Employee receives notice from a representative of the uniformed services that the injury, wound, or hospitalization is of a critical or life-threatening nature, the Employee may take the leave without providing the two-day notice to the County as long as the Employee advises the County as soon as possible.
  - d. The dates on which Employee takes leave occur no more than two weeks prior to, or one week after, the deployment date of the employee's spouse, child, or ward or former ward.
  - e. The employee does not have any other leave available for the employee's use except sick leave.
2. Notice - The County will continue to provide employment benefits to Employee during the period of time they are on leave. Employee shall be responsible for the same proportion of the cost of the benefits as the Employee regularly pays during periods of time when the Employee is not on leave.
3. Certification - The County may require an employee requesting to use unpaid military family leave to provide certification from the appropriate military authority to verify that the employee satisfies the conditions described in section 1 (b), (c), and (d) of this policy.
4. Definitions
  - a. The term "active duty" under this policy means full-time duty in the active military service of the United States or active duty pursuant to an executive order of the president of the United States, an act of the congress of the United States, or a proclamation of the governor. "Active duty" does not include active duty for training, initial active duty for training, or the period of time for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any duty unless such period is contemporaneous with an active duty period.
  - b. The term "uniformed services" means the armed forces, the Ohio organized militia when engaged in full-time National Guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

Employees on military leave have the right to reinstatement upon conclusion of such leave in accordance with law.

**SECTION: 4:8**  
**SUBJECT: PRECINCT ELECTION OFFICIAL LEAVE**

An employee who is a resident of Fairfield County and is not an elected official or a public school teacher may request paid administrative leave to serve as an approved precinct election official on the day of an election. However, nothing in this policy supersedes or negates any provision of a collective bargaining unit.

The employee must obtain written authorization for paid administrative leave from his or her appointing authority, department head, or designee, prior to contacting the Board of Elections to register as an official of an election, if paid administrative leave on Election Day is desired.

The appointing authority, department head, or designee reserves the right to reject a request based on operational need. Should several employees apply who perform similar functions and operational need dictates that not all may participate; priority shall be defined and given by the appointing authority, department head, or designee, with a procedure that is applied uniformly to all similarly situated employees.

The Board of Elections reserves the right to refuse to place an employee as a poll worker on the day of the election. In such an instance, the employee must report to work during the employee's regular work hours. The Board of Elections may give priority to employees who have served as officials in prior elections.

The employee may be required to attend training courses as mandated by Ohio Law and conducted by the Fairfield County Board of Elections. The employee must attend said training courses as required by the Board of Elections, of which there are options that are outside the traditional working hours. Paid administrative leave is not applicable for the required training.

The normal Election Day workday is 6:00 AM until 8:00 PM, or until all election responsibilities are completed. The employee's prompt return to work on the employee's next regular working day is expected.

An employee using paid administrative leave to serve as a Precinct Election Official is entitled to paid administrative leave plus compensation designated by the Board of Elections based on the assigned election official duties. The paid administrative leave in this case is not considered "hours worked," for the purposes of computing overtime. An employee would be eligible for paid administrative leave for their regularly scheduled hours of work on the day of the election.

**SECTION: 4:9**  
**SUBJECT: INSURANCES**

The County Commissioners will make available hospitalization and major medical insurance to eligible County employees. Such insurance plans, coverage, eligibility requirements, continuation of benefits, employee contribution rates, and costs shall be determined by the Board of County Commissioners.

The County Commissioners shall also provide insurance and coverage as required or deemed necessary for liability, Workers' Compensation and unemployment. The County pays the full premium cost for these insurances.

Employees on an unpaid leave of absence (or who meet other conditions) may continue health insurance coverage at their own cost under Public Law 99-272, Title X (COBRA) provided they meet COBRA requirements. Employees who continue COBRA coverage may be assessed two percent (2%) of the monthly premium to cover administrative fees. Continuation of coverage will generally be for a period of up to eighteen (18) months. However, in certain circumstances, COBRA coverage may be extended to thirty-six (36) months. An employee has sixty (60) days in which to exercise the continuation coverage option.

Employees are solely responsible for notifying the Appointing Authority of any status changes affecting insurance coverage (i.e. marriage, divorce, dependents, etc.)

Insurance continuation at the employee's normal cost may be granted for up to six (6) months by the Appointing Authority for employees who become disabled and are off work. After the six-month period, the Appointing Authority would review the case and, if circumstances warrant the need, could continue coverage for an additional three (3) months. At the expiration of nine (9) months, the Appointing Authority would again review the case and, if circumstances warrant the need, could continue coverage for another three (3) months for a total of twelve (12) months before offering COBRA coverage for up to 36 months.

**SECTION: 4:10**  
**SUBJECT: RETIREMENT**

Employees of Fairfield County are required by law to participate in the Ohio Public Employees Retirement System (OPERS) (certain employees participate in the State Teachers Retirement System) which is a program that is independent of the Federal Social Security system. Eligible employees must participate in accordance with applicable law. Ohio law establishes the percentages of contribution for the employer and the employee which may be changed from time to time.

Any employee giving consideration to retirement is encouraged to notify the Appointing Authority at least ninety (90) days in advance of the anticipated effective date so that appropriate application may be made and a replacement can be found.

If an employee leaves County employment before he/she is eligible for retirement, he/she may request that the funds which he/she has paid into the system be refunded to him/her. It is not, however, required that the employee withdraw these funds since he/she also may have the option of leaving the funds in the system and drawing a monthly benefit upon reaching retirement.

The PERS also provides other benefits to public employees including survivor and disability benefits as well as health and medical insurance to eligible retirees.

Further information may be requested by writing to: Public Employees Retirement System, 277 East Town Street, Columbus, Ohio 43215 or by going to [www.opers.org](http://www.opers.org)

Also, eligible employees may participate, through voluntary payroll deduction, in a deferred compensation program approved by the Commissioners, to assist them in accumulating additional funds for retirement. Only legally authorized representatives of each plan are permitted to explain the program. The Commissioners' office will make arrangements for employees to meet with such plan representatives or to obtain more information.

**SECTION: 4:11**  
**SUBJECT: COMPENSATION AND PAYROLL**

**Compensation**

Wages and salaries of employees shall be established in a manner compatible with the philosophy, goals, objectives and financial resources of Fairfield County. To that end, The Fairfield County Commissioners have adopted a Compensation Plan for county employees. All employees of Fairfield County shall be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. The Compensation Plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. In accordance with the Compensation Plan, employees may advance to successively higher rates of compensation based upon promotion, reclassification, and/or merit. The Compensation Plan Policies and Procedures are attached as Addendum "A" to the Personnel Policy Manual. The Compensation Schedule is on file with the Fairfield County Human Resources and Risk Management office.

**Payroll**

All employees of Fairfield County are paid by warrant of the County Auditor on a bi-weekly basis. Paychecks are generally issued every other Friday. There is a two (2) week time lag in the County's payroll system, such that the check you receive on a Friday is for the period ending two (2) weeks previously. For example, a new employee scheduled to begin work on the first day of a full two (2) week pay period will not receive his/her first paycheck until four (4) weeks after commencing employment. When an employee leaves County employment, the last paycheck is released two (2) weeks after the last day of the pay period in which the employee terminates. For purposes of payroll, the work week is Saturday through Friday.

Deductions from an employee's pay for federal, state and city income taxes (where applicable) as well as employee contributions for retirement (i.e. PERS), Medicare (for those employees hired after April 1986), and health insurance premiums shall be made as authorized by the employee as required by law.

**SECTION: 4:12**  
**SUBJECT: TUITION REIMBURSEMENT**

**Purpose**

It is the desire of Fairfield County to create an environment that stimulates, challenges, and encourages employees to broaden their knowledge and skill by continuing their education. Reimbursement of primary expenses associated with a degree program or individual course work is available to those employees who meet the criteria and successfully complete the program or course.

The tuition policy applies to the following departments; Commissioners, Emergency Management Agency, Economic Development, Maintenance, Job and Family Services, Utilities, Dog Shelter and Adoption Center, Auditor, Treasurer, Prosecutor, Recorder, County Judges, Clerk of Courts, Coroner, Sheriff, Board of Elections, Veteran Services, and FAF Council.

The program does not include agencies of the Soil and Water Conservation District, Park District, Health Department, Regional Planning, and the Multi-County Juvenile Detention Center. It does not include councils of governments, such as the Major Crimes Unit. It does not include Developmental Disabilities, Engineer, and ADAMH as they have their own policies.

Eligible courses must correspond or be applicable to the employee's current position or department within the county. If there is interest to include courses that would correspond or be applicable to a position with a participating County department that is outside the employee's current department, the policy can be adjusted to include this expansion.

**Scope**

Eligible employees are those full-time employees working at least thirty-five (35) hours per week.

**Definitions**

Employee: any full-time (working at least thirty-five hours per week) individual who has completed their initial probationary period within their current Fairfield County department.

Accredited: an institution that has been state certified and is registered with the Higher Learning Commission of the North Central Association of Colleges and Schools or another accrediting agency recognized by the Committee on Recognition of Postsecondary Accreditation. Courses completed through accredited online colleges and universities may also be eligible based upon requirements set forth in this policy.

Reimbursable Expenses: Fairfield County will reimburse the employee upon completion of the course(s)

1. For an undergraduate degree:

50% of the costs for course tuition and lab fees, not to exceed \$5,000 annually, which must be paid in full by the employee prior to reimbursement under this policy.

2. For a graduate degree:

75% of the costs for course tuition and lab fees, not to exceed \$7,500 annually, which must be paid in full by the employee prior to reimbursement under this policy.

Statement of Justification: A written narrative that fully explains the relationship of the course to the applicant’s career goals and how the course may impact the employee’s knowledge and skill level. The applicant and his/her supervisor must submit a Statement of Justification attached to application for each request.

Non-reimbursable Items: Items such as study guides/textbooks, notebooks, pens, paper, travel expenses, parking fees, student health insurance fees, deferred payment fees, enrollment and/or application fees, administration fees, general fees and graduation fees are considered non-reimbursable items.

Good Standing: The employee must not have had any written warnings, suspensions, or other disciplinary actions filed, nor be subject to a performance improvement plan within one year of applying for tuition assistance. In addition, the employee must have achieved at least a “meets standard” rating on their most recent performance evaluation.

## **Policy**

Fairfield County will reimburse an employee up to 50% for the actual course tuition and required lab fees charged to the employee for courses toward an undergraduate degree. This amount should not exceed \$5,000 in total reimbursable expenses annually, during the academic year.

Fairfield County will reimburse an employee up to 75% for the actual course tuition and required lab fees charged to the employee for courses toward a graduate degree. This amount should not exceed \$7,500 in total reimbursable expenses annually, during the academic year.

The employee shall provide proof of payment in full before reimbursement will be processed. An appointing authority may choose to reimburse an employee at a higher amount than that outlined in County policy, but any deviation from standard policy must be in compliance with appointing authority policy and recognized budgetary considerations.

### 1. Reimbursement Eligibility Requirements:

Courses must correspond or be applicable to the employee’s current position or department within the county and must directly benefit the county.

- a. Employee eligibility is based on the job-related performance of the employee, which must be in good standing prior to and throughout the period for which the tuition reimbursement was approved.
- b. No employee on a paid or an unpaid leave of absence, unauthorized leave of absence, disability leave, workers' compensation leave, or injury leave may apply for tuition reimbursement.
- c. The employee must have completed their initial probationary period and be at full time status (thirty-five hours per week) within their current Fairfield County department prior to applying for tuition reimbursement.
- d. The applicant’s supervisor must provide a Statement of Justification explaining why it would be currently beneficial to the County to provide tuition reimbursement to the applicant.
- e. It is the responsibility of the employee to obtain approval for tuition reimbursement from his/her supervisor, the Department Head/Elected Official, and the County Department of Human Resources at least thirty (30) days prior to the start of the course(s) for each academic term.
- f. The employee must receive a grade of “C,” its equivalent, or better to receive tuition

- assistance for each course that tuition reimbursement is requested.
- g. The college or university must be an accredited institution as previously defined.

## 2. General Information

- a. Tuition reimbursement applies toward specific courses, associate and undergraduate degree programs, as well as graduate degree programs as long as the degree program coincides with the employee's position or department.
- b. Tuition assistance does not apply to seminars, workshops, conferences, certifications, or self-help courses.
- c. Due to many educational institutions offering satellite locations and internet capabilities, tuition reimbursement would be extended to those courses associated with an accredited university or college.
- d. All courses must be taken outside regularly scheduled working hours whenever possible. Flexible scheduling may be permitted with prior written approval of the employee's supervisor and/or Department Head/Elected Official. All scheduled hours for courses must be filed with the employee's supervisor and/or Department Head/Elected Official. All courses are subject to approval under the guidelines of this policy.
- e. If a course(s) is not successfully completed (grade of "C", its equivalent, or better), Fairfield County will not provide tuition reimbursement for that course.
- f. An employee who is terminated during current enrollment in the Tuition Reimbursement program through job elimination, a reduction in workforce, or who is transferred within the County will be reimbursed in accordance with the provisions of this policy.
- g. If an employee voluntarily resigns, retires, or is terminated with cause from the County and is currently participating or has participated within the last (3) three years in the tuition reimbursement program, he/she must repay the tuition assistance based on the following schedule:
  - i. 100% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within one (1) year or less after the date the course was completed.
  - ii. 75% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County one (1) or more years but less than two (2) years after the date the course was completed.
  - iii. 50% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within two (2) or more years but less than three (3) years after the date the course was completed.
  - iv. 25% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County three (3) or more years but less than four (4) years after the date the course was completed.
  - v. 0% repayment of tuition reimbursement if the employee is no longer employed four (4) or more years after the date the course was completed.
- h. By participating in the tuition reimbursement program, the employee acknowledges that any tuition assistance due for repayment at the conclusion of their employment will be deducted from their final pay.
- i. Fairfield County reserves the right to suspend or restrict tuition reimbursement at any time based upon the availability of funds. Current approved enrollees will remain eligible for reimbursement for their current approved enrollment period.
- j. Where applications exceed available funds, actions such as the following may be taken:
  - i. Fairfield County may reduce the number of courses or credit hours eligible for tuition



- assistance;
    - ii. Fairfield County may select employees whose learning needs are critical to the county;
    - iii. Fairfield County may set an official, uniformly applied percentage figure as the amount of tuition assistance for which Fairfield County is responsible;
    - iv. Fairfield County may reject any and all applications for tuition assistance;
    - v. Fairfield County may distribute available funds equally among eligible employees or reduce the maximum reimbursement per person.
  - k. Fairfield County may place a cap on the account which funds the Tuition Assistance program when the maximum available funds are utilized. Fairfield County departments may contribute supplemental funding.
3. Taxable Income The use of tuition reimbursement may affect your taxable income. For more information, please consult with a tax advisor.

4. Application Procedure

- a. Courses and degree programs shall be clearly classified as job-related, job-enhancement, and offer technical or skill growth that will enable the employee to perform at a higher level or prepare him/her for advancement within their department.
- b. Employees seeking tuition reimbursement must present verification from the educational institution of his/her acceptance for the specific degree program or course.
- c. The employee may contact his/her supervisor or the County Human Resources Department to obtain information on the Tuition Reimbursement Policy and the Tuition Reimbursement Application.
- d. The employee must fully complete the Tuition Reimbursement Application, attach the course schedule and description as well as the Applicant Statement of Justification/Supervisor Statement of Justification, and receive the necessary signatures for approval prior to submission to County Human Resources.
- e. Employees that report to appointing authorities other than the Board of Commissioners must have their appointing authority sign the application form prior to submission to County Human Resources.
- f. Employees under the Board of Commissioners must submit the form to County Human Resources without the appointing authority signature. County Human Resources will ensure completion of the appointing authority or designee's signature.
- g. The fully completed application (including necessary signatures as defined above) must be received by County Human Resources at least thirty (30) days prior to the beginning of the course(s) for which funds are sought. If the employee has registered for multiple courses, indicate all courses on the application.
- h. County Human Resources will review all applications to ensure policy requirements are met and funds are available, before approving or denying each application according to policy guidelines.
- i. County Human Resources will provide a copy of the completed application to the employee and supervisor following the review process.
  - i. All original applications will be retained in the County Human Resources Department.
  - ii. If County Human Resources denies the Tuition Reimbursement Application, the application and a written statement specifying the reason(s) for the action will be returned to the employee and the immediate supervisor.

- iii. An employee, whose request has been denied at any level, may ask for a meeting with the denying party and their immediate supervisor to discuss the reason(s) for denial.

## 5. Reimbursement Procedure

- a. Employees will only be reimbursed after each course is satisfactorily completed according to policy guidelines.
- b. When the employee has successfully completed the course(s) for which tuition reimbursement was approved, the employee must submit the following documentation to the County Human Resources Department:
  - i. An itemized tuition statement, including tuition and lab costs, indicating full payment (a zero balance) and
  - ii. Grade report of a “C”, its equivalent or better
- c. The County Human Resources Department will complete Section IV of the application and will forward the application and reimbursement form to the Auditor’s Office for processing.
- d. If there are discrepancies or questions with the submitted documents, a delay in reimbursement processing may occur. The County Human Resources Department will contact the employee to rectify the discrepancies within a reasonable time.
- e. With the exception of the original reimbursement page, receipts, and grade information, the original Tuition Reimbursement Application and final documentation will be retained in the County Human Resources Department.

**SECTION: 4:13**  
**SUBJECT: WORKERS' COMPENSATION**

Each Appointing Authority participates in the Ohio State Workers' Compensation Program which is designed to assist workers accidentally injured in the course of and for reasons arising out of the worker's employment. Employees on Workers' Compensation leave shall be placed on "inactive" payroll and shall not accrue vacation or sick leave and shall not be paid for holidays. No employee shall receive both workers' compensation and sick pay. The Appointing Authority shall pay all premiums for Workers' Compensation Insurance. Any employee who is injured on the job, regardless of how minor the injury appears, must immediately report such injury to the appropriate supervisor and complete the proper form.

An employee may be placed on wage continuation in lieu of workers compensation payments. An employee receiving wage continuation shall not accrue vacation or sick leave. The determination concerning whether an employee will be placed on wage continuation shall be made on a case by case basis.

An employee may be placed into a transitional work program. Transitional work is a program to promote the injured employee's recovery and return to work process while reducing the costs associated with the work-related injury or illness. Transitional work is a progressive and individualized program. For an employee who has work restrictions, it is an interim step in the physical conditioning and recovery of the employee until they are able to return to their job assignment with no limitations. Transitional work is defined as any temporary job, task, or function or any combination of such that may be performed with restrictions in a safe manner without risk of re-injury. The transitional work may be assigned at a department/location other than the employee's regularly assigned department. The duration and availability of transitional work will be evaluated on an individual basis and will take into consideration the physical restrictions of the employee and the needs of the department and Appointing Authority.

**SECTION: 4:14**  
**SUBJECT: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees who are suffering from any type of personal problem are encouraged to voluntarily seek diagnostic counseling and treatment. These problems include, but are not limited to, alcoholism and other drug misuse, marital, family, gambling, legal, financial, and psychological. No employee suffering from any of these problems will have his/her job security or promotional opportunities jeopardized by requesting diagnosis and treatment. Fairfield County Employee Assistance Program details can be found by visiting [Fairfield County Ohio \(mymobilewalletcard.com\)](http://Fairfield County Ohio (mymobilewalletcard.com)) or by contacting Human Resources.

Any supervisor, who believes that the deteriorating job performance and conduct of an employee is caused by a personal problem, may refer an employee to the EAP. Such referral requests shall be kept confidential. The supervisor should first meet privately with the employee to discuss his/her job performance and conduct only and encourage the employee to seek outside diagnosis and treatment by a professional. (Supervisors should understand that they are not competent or expected to diagnose personal problems or otherwise make judgments about the causes of or treatments for behavioral problems.) It is the employee who is then responsible for accepting and complying with a supervisor's referral. The employee is further responsible for following the treatment prescribed.

If the employee rejects the offer of counseling assistance and job performance and conduct problems are resolved, no further actions will be necessary by the supervisor. However, if the referral to the EAP is rejected by the employee and the job performance and conduct problems continue or recur, the employee shall be subject to disciplinary action.

Nothing herein shall be construed or interpreted so as to relieve an employee with any of the above-described problems of their responsibility for fulfilling the requirements and standards for their job, complying with all work and safety rules, and otherwise maintaining satisfactory job performance. The failure of any employee to meet these performance requirements and standards shall subject him/her to disciplinary action.

**SECTION: 4:15**  
**SUBJECT: FAMILY AND MEDICAL LEAVE**

**Statement of Policy**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993. Additional details and claim initiation details can be found by visiting [Fairfield County Ohio \(mymobilewalletcard.com\)](http://Fairfield County Ohio (mymobilewalletcard.com)) or by contacting Human Resources.

**Definitions**

As used in this policy, the following terms and phrases shall be defined as follows:

Family and/or medical leave of absence: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:

1. Upon the birth of an employee's child and in order to care for the child.
2. Upon the placement of a child with an employee for adoption or foster care.
3. When an employee is needed to care for a family member who has a serious health condition.
4. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.
5. Qualifying service member leave.

Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

1. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
2. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:
  - a. Inpatient care.
  - b. Any period of incapacity of more than three consecutive calendar days that also involves:
    - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed

- within thirty (30) days; or
- ii. Treatment by a health care provider on a single occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
- c. Any period of incapacity due to pregnancy or for prenatal care.
- d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
- e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
- f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).

Licensed Health Care Provider: A doctor of medicine, doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law

Family Member: Spouse, child, parent or a person who stands “in loco parentis” to the employee.

Covered Service Member: Means either:

1. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
3. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.

Outpatient Status: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.

Next Of Kin: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.

Serious Injury or Illness: Purposes for the 26-week military caregiver leave means either:

1. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
2. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

- a. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- b. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- c. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- d. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Covered Active Duty” or “call to covered active duty:

1. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
2. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

Qualifying Exigency: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

1. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, (which is a deployment on seven (7) or fewer days’ notice).
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
3. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
4. Making or updating financial and legal arrangements to address a covered military member’s absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
6. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.

7. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
8. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
9. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

## **Leave Entitlement**

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the County for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
4. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
5. Spouses who are both employed by the County are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

## **Use of Leave**

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave. Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

**Birth of An Employee's Child:** An employee who takes leave to give birth must first use all available accrued paid leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy.

**Bonding, Placement of a Child for Adoption or Foster Care:** An employee who takes leave for bonding time, related to the birth, adoption or foster care placement, eligible leave options are vacation, personal, wellness, and comp leave prior to using unpaid leave for the remainder of the twelve (12) week period.



Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick, comp, and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

### **FMLA and Disability/Workers' Compensation**

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

### **Procedures for Requesting FMLA Leave**

Requests for FMLA leave must be submitted to both Sedgwick, the county's FMLA administrator ("Sedgwick") and the Employer at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. You may contact Sedgwick at 1-888-436-9530 or <https://timeoff.sedgwick.com>. If the employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed. Sedgwick and the Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

### **Certification of Need for FMLA Leave for Serious Health Condition**

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested. The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit

to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

### **Certification for Leave taken because of a Qualifying Exigency**

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

### **Intermittent/Reduced Schedule Leave**

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

## **Employee Benefits**

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

## **Reinstatement**

An employee on FMLA leave must give the Employer at least two business days' notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the

essential functions of his position, with or without reasonable accommodation.

## **Records**

All records relative to FMLA leave will be maintained by the Employer and/or Sedgwick as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

**SECTION: 4:16**  
**SUBJECT: EMPLOYEE RECOGNITION**

Fairfield County understands that acknowledgement of exemplary employee performance is important and serves a public purpose in creating an excellent customer service environment. Employees may be recognized for specific work performance, employee motivation, and attitude, and other qualities that demonstrate exemplary employee performance and excellent customer service.

We strongly support recognizing employees for their good work and excellent customer service, but recognize that all appointing authorities and employees must do their part to use every available cost-saving measure to ensure that vital services are not impaired. We encourage and favor finding creative ways to recognize employees in ways that do not cost money or are of de minimis cost. Some examples of this are:

- Office Mascot or Trophy – Share the mascot with someone when they’ve gone above and beyond the call of duty
- Let employees reward one another and express their appreciation
- Give little surprises, such as a letter or note or appreciation
- Employee of the Month – Allow staff nominations and reward with a special parking spot and a certificate
- Tuition Reimbursement Program
- Regularly tell our employees how much you appreciate them!

All appointing authorities, establishing employee recognition programs, should submit proposed policies to Fairfield County Human Resources for comment and review for policy consistency.

**SECTION: 4:17**

**SUBJECT: PAYMENT UPON SEPARATION OF SERVICE**

**Sick Leave**

- A. Upon retirement or resignation from active service with Fairfield County and total public service of at least five (5) years, an employee may elect to be paid for one-quarter (1/4) of their accrued sick leave balance up to a maximum value of thirty (30) days of pay. This payment shall be based on the employee's rate of pay at the time of retirement or resignation and eliminates all sick leave credits accrued but unused by the employee at the time the payment is made.

Subsequent public employment will begin with a zero-sick leave balance. Sick leave payment under this section may be made only once to a Fairfield County employee. An employee who qualifies for a payout must apply for such payment within thirty (30) days of separation or forfeit right to a payout.

An employee who elects not to receive payment for unused sick leave upon retirement or resignation, will be credited with his/her balance of accumulated sick leave upon reemployment in another public agency within the State of Ohio provided the time between separation and reappointment does not exceed ten (10) years.

- B. Upon death of an employee in active service with Fairfield County and total public service of at least five (5) years, an employee (or his or her estate) may be paid for one-half (1/2) of their accrued sick leave balance up to a maximum value of sixty (60) days of pay. This payment shall be based on the employee's rate of pay at the time of death.

**Vacation**

Upon separation from service with the County for any reason, with at least one (1) year of recognized public service, an employee shall be entitled to compensation at **his/her** current rate of pay for all accrued and unused vacation leave up to a maximum of three (3) years of vacation leave. No vacation payouts shall be made to employees during their initial probationary period.

**Upon Death**

If an employee dies during his tenure of employment, credit for any leaves will be paid to the surviving spouse or to his/her estate, provided the above criteria are met.

**Compensatory Time**

Upon separation from service, an employee shall be entitled to compensation for all accrued but unused compensatory time.

**SECTION: 4:18**  
**SUBJECT: PERSONAL LEAVE**

All county employees (except seasonal employees) shall be granted three personal leave days per calendar year. There will be no carryover of personal leave days. Personal leave days will be prorated based upon an employee's actual working schedule, for example, a part-time employee working 30 hours a week will receive a total of 18 hours, a full-time employee working 40 hours will receive 24 hours. Prior approval will be required to utilize personal leave and use must be reflected in employee timekeeping. New employees hired before July 1st shall be entitled to the full three days of personal leave. New employees hired after July 1st shall receive one day of personal leave.

One additional personal leave day may be granted to an employee who receives an overall Exceeds Standards on their annual performance appraisal. The employee's performance appraisal must be completed on the approved Fairfield County appraisal tool and the completed performance appraisal included within the employee's personnel file. The additional personal leave day shall be awarded and used under the same terms as outlined within the personal leave policy.

Fairfield County Compensation Plan Policies and Procedures  
Addendum "A" to the Fairfield County Personnel Policy Manual

Effective February 28, 2017; Updated July 1, 2024

1. All employees of Fairfield County should be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. Such plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. The Compensation Plan identifies a minimum and a maximum range for job classifications. The compensation schedule for job classifications is on file with Fairfield County Human Resources.
2. The implementation of the February 28, 2017 plan provides for employees who are currently in a classification that is being moved to a higher pay range to receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater for classifications in pay ranges 1-5 and an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater for pay ranges 6 and above.
3. Redlining at the maximum rate of the pay range will go into effect January 1, 2018. Redlining occurs when an employee reaches the maximum hourly rate in their range. The employee is not eligible for increases to their hourly rate beyond the maximum for their assigned pay range.
4. The pay schedule of all employees shall be bi-weekly in accordance with the Ohio Revised Code. Amounts will be computed on an hourly basis, including employees exempt from the overtime provisions of the Fair Labor Standards Act. Employees who are considered exempt from overtime will certify a minimum of eighty hours (or prorated to the standard for the department) worked each bi-weekly pay period. Supervisors will confirm with employees whether they are exempt from overtime. Employees eligible for overtime will accrue overtime and/or compensatory time in accordance with the Personnel Policy Manual of Fairfield County.
5. New employees shall be hired at the minimum rate of the appropriate pay range; however, new employees may be hired up to the middle of the pay range based upon exceptional qualifications and/or experience for the classification.
6. When an employee is promoted or re-assigned to a classification in a higher pay range, up to pay range 5, the employee will receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater. When an employee is promoted to a classification in pay ranges 6 and above, the employee will receive an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater. No increase in pay will exceed the maximum rate of pay in the range for the new classification. A promoted employee may be hired at the midpoint of the new pay range, if the midpoint is greater than the 5% or 10% increase in pay for promotions, based upon exceptional qualifications.
7. When an employee is involuntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents the employee's former rate of pay in the lower pay range. This is the rate that the employee received prior to the promotion.



8. When an employee is voluntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents either the maximum rate of pay for the new range or the employee will receive a 5% decrease in pay, whichever results in a lower rate of pay.
9. When an employee transfers to a position in the same pay range, the employee will continue to receive the same rate of pay.
10. When an employee is temporarily appointed to a classification in a higher pay range for a period of more than two weeks, the appointing authority or designee will approve a temporary increase in pay equal to the minimum of the higher pay range or a 5% increase in pay, whichever is greater. The employee will revert back to their original rate of pay when the temporary assignment terminates.
11. No decrease will occur for employees temporarily filling a position in a lower pay range.
12. Newly hired or newly promoted employees who have completed their probationary period by November 30 each year shall be eligible for any annual merit increase. Newly hired or newly promoted employees who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.
13. Annually, each employee will receive a performance appraisal which may result in a merit increase within the budget constraints of the departments. No increase shall result in a rate of pay that exceeds the maximum of an employee's respective pay range after January 1, 2018.
14. Standard merit increases shall be 5% for exceeding standards, 3% for meeting standards and 1% for partially meeting standards on the annual performance appraisals. Failing to meet standards will result in no increase for the year.
15. Each appointing authority participating in standard merit pay must follow the Fairfield County Compensation Plan. Appointing authorities must conduct performance appraisals on the county approved performance appraisal tool. All appointing authorities shall file a summary document with Human Resources that includes employee name, date of performance appraisal and rating on the performance appraisal. All performance appraisals should be maintained in employee personnel files and should be completed by November 30<sup>th</sup>.
16. No hourly increases above the maximum will be granted after the 2017 review period. After this period, all redlined employees will receive a one-time supplement to their pay based upon the outcome of their performance appraisal. Supplements will not exceed the percentage of increase provided for merit increases. Redlined employees will not experience an increase in their hourly rate of pay.

17. At the discretion of the appointing authority, merit increases may be suspended when the annual budget authorized by the Board of Commissioners does not support merit increases.
18. The compensation plan recognizes that compensation may be set by contract for certain county boards and offices.
19. A public service recognition credit shall be paid to employees for their milestone public service anniversaries. Employees who achieve 5, 10, 15, 20, 25, 30, 35, or 40 years of public service shall be eligible. The public service recognition credit is compensation and shall constitute a payment of \$50 per year of public service and is payable on a pay period determined by Human Resources. An employee must be in active pay status at the time of payment to be eligible for the public service recognition credit.



**PUBLIC RECORDS POLICY  
OF  
FAIRFIELD COUNTY  
COMMISSIONERS  
Fairfield County, Ohio**  
Addendum “B” to the Fairfield  
County Personnel Policy Manual

# *Fairfield County Commissioners' Public Records Policy*

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## **Introduction:**

This Public Records Policy is adopted by the Fairfield County Commissioners in accordance with the applicable provisions of House Bill 9 (126<sup>th</sup> General Assembly), primary authority being Ohio Revised Code Chapter 149. **This policy is not intended to be legal advice.** It is the policy of this office to strictly adhere to the state’s Public Records Act as well as other state and federal laws. The office of the Fairfield County Commissioners is sometimes referred to herein as “the office” or “this office”.

The Public Records Act imposes two primary obligations upon public offices:

- Provide prompt inspection of public records; and
- Provide copies of public records within a reasonable period of time.

These obligations, in turn, provide the public with two primary rights:

- The right to prompt inspection of public records; and
- The right to copies within a reasonable period of time.

The Public Records Act evolved from the principle that Ohio’s citizens are entitled to access the records of their government. To advance that principle, the Public Records Act is to be interpreted<sup>3</sup> liberally in favor of disclosure.<sup>4</sup> Additionally, the exemptions to the Public Records Act, which are discussed more fully later, should be narrowly construed.<sup>5</sup> In summary, whenever possible, the Public Records Act and its exemptions should be construed liberally in favor of giving the public utmost access to their records.

For public records requests please contact

Rochelle Menningen,  
Commissioners’ Clerk  
210 East Main Street, Room 301  
Lancaster, Ohio 43130  
(740) 652-7090  
rachel.elsea@fairfieldcountyohio.gov

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<sup>1</sup> *State ex rel. Warren Newspapers v. Huston* (1994), 70 Ohio St.3d 619.

<sup>2</sup> *White v. Clinton Cty. Bd. Of Cmsrs.*(1996), 76 Ohio St. 3d 416; *State ex rel. Patterson v. Ayers* (1960)., 171 Ohio St. 369. <sup>3</sup> *Huston*, 70 Ohio St. 3d 6



## Section 1 PUBLIC RECORDS

Under Ohio law, a public office may only create records that are “necessary for the adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency and for the protection of the legal and financial rights of the state and persons directly affected by the agency’s activities.”<sup>6</sup>

### Section 1.1 Public Record Definition

In accordance with the Ohio Revised Code and court rulings, a record is defined as any item kept<sup>7</sup> by a public office that meets all of the following:

- Is stored on a fixed medium, (such as paper, electronic – including but not limited to e-mail, and other formats);
- Is created or received by, or sent under the jurisdiction of a public office;
- Documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office.<sup>8</sup>

If any of these three requirements is absent, the item is not a “record” and therefore not a public record.

Furthermore, a public office is not required to create new records to respond to a public records request, even if it is only a matter of compiling information from existing records.<sup>9</sup>

### Section 1.2 Exemptions to Public Records Law

Generally, the confidential nature of certain types of information or records precludes their release. Federal and state law provides numerous exceptions to the general rule that disclosure of public records is mandatory. However, most of the exceptions do not, by themselves, prohibit the release of the prescribed records. Rather, these records merely are excluded from the general rule of mandatory disclosure.<sup>10</sup>

In the event a request is made to inspect or obtain a copy of a record maintained by this office whose release may be prohibited or exempted by either state or federal law, the request shall be forwarded to the County Prosecutor for research and/or review. The requester shall be advised that their request is being reviewed by the County Prosecutor to ensure that protected exempted information is not improperly released.

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<sup>6</sup> ORC §149.40

<sup>7</sup> *State ex rel. Cincinnati Enquirer v. Cincinnati Bd. Of Educ’n.* (2003), 99 Ohio St. 3d 6, 2003 (materials related to superintendent search were not “public records” where neither board nor search agency kept such materials).

<sup>8</sup> ORC §149.011(G)

<sup>9</sup> *State ex rel. White v. Goldsberry* (1999), 85 Ohio St. 3d 153; *State ex rel. Warren v. Warner* (1999), 84 Ohio St. 3d 43.2

<sup>10</sup> *Henneman v. Toledo* (1988), 35 Ohio St. 3d 241.

Records, whose release is found to be prohibited or exempted by either state or federal law, or not considered public records as defined by ORC §149.43(A)(1), shall NOT be subject to public inspection.

Please see *Appendix A* for a list of records that may not be subject to release per ORC §149.43 (A)(1), *Appendix B* for a list of the most common express exemptions in Ohio law, and finally, *Appendix C* for a non-exhaustive list of express exemptions found throughout the Ohio Revised Code.

## SECTION 2 PUBLIC RECORD REQUESTS

All public records maintained by this office shall be promptly made available for inspection to any person during regular business hours as well as a copy of the current record retention schedule of this public office. Each request for public records should be evaluated for a response using the following guidelines:

### Section 2.1 Identification of Public Record

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow this public office to identify, retrieve, and review the records. If a requester makes an ambiguous or overly broad request for public records such that this office cannot reasonably identify the exact public records being requested, then this office may deny the request. In such case, this office will provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained by this office and accessed in the ordinary course of this office's duties.<sup>11</sup>

### Section 2.2 Format of Request

This public office or the person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, **but only after all of the following occur:**

- Disclosure to the requester that a written request is not mandatory;
- Disclosure to the requester that the requester may decline to reveal the requester's identity or intended use;
- Determination by this public office that a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability to identify, locate, or deliver the public records sought by the requester.<sup>12</sup>

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<sup>11</sup> ORC §149.43(B)(2)

<sup>12</sup> ORC §149.43(B)(5)



## Section 2.3 Choice of Medium

The public records law allows a person to choose the medium upon which they would like a record to be duplicated.<sup>13</sup> The requester can choose to have the record (1) on paper, (2) in the same form as this public office keeps it (e.g., on computer disk), or (3) on any medium upon which this public office determines the record can “reasonably be duplicated as an integral part of the normal operations of the public office.”<sup>14</sup>

## Section 2.4 Response Time to Request

Public records must be available for inspection during regular business hours and made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. However, under current Ohio law, there is no defined period of time by which a public records request must be completed. Instead, appropriate (prompt and reasonable) response times will vary depending on different factors, including, but not limited to all of the following:

- The circumstances of this public office at the time of the request;
- The breadth of the request;<sup>15</sup>
- Whether legal evaluation of the responsive records is required before release.<sup>16</sup>

## Section 2.5 Prohibition Against Requesters Right to Make Copies Themselves

A requester seeking copies of public records is not permitted to make their own copies of the requested records by any means.<sup>17</sup> This measure is to protect the integrity of the original document.

## Section 2.6 Limit to Number of Requests by Mail for Commercial Purposes

This office may limit the number of records requested by a person that the office will transmit by United States mail to ten per month, unless the person certifies to the office in writing that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. (The scope of the word “commercial” is to be narrowly construed and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of government, or nonprofit education research.)<sup>18</sup>

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<sup>13</sup> ORC §149.43(B)(6); *State ex rel. Dispatch Printing Co. v. Morrow County Prosecutor’s Office*(2005), 105 Ohio St. 3d 172.

<sup>14</sup> ORC §149.43(B)(6)

<sup>15</sup> *State ex rel. Gibbs v. Concord Twp. Trustees* (2003), 152 Ohio App. 3d 387.

<sup>16</sup> *State ex rel. Taxpayers Coalition v. City of Lakewood* (1999), 86 Ohio St.3d 385.

<sup>17</sup> ORC §149.43(B)(6)

<sup>18</sup> ORC §149.43(B)(7)

## **Section 2.7 Requests by Incarcerated Persons**

This office is not required to permit a person who is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or to obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation or prosecution if the subject of the investigation or prosecution were an adult, unless the request to inspect or to obtain a copy of the record is for the purpose of acquiring information that is subject to release as a public record under this section and the judge who imposed the sentence or made the adjudication with respect to the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justiciable claim of the person.<sup>19</sup> All such requests must be forwarded to the Fairfield County Prosecutor for review and response.

## **Section 3 DENIAL OF PUBLIC RECORD REQUESTS**

If a request is ultimately denied, in part or in whole, this office shall provide the requester with an explanation, including legal authority, setting forth why the request was denied. Further, if the initial request was provided in writing, the explanation shall be provided to the requester in writing.<sup>20</sup>

### **Section 3.1 Denial of an Ambiguous or Overly Broad Request for Public Record**

If a requester makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records such that this public office cannot reasonably identify what public records are being requested:

- This public office may deny the request.
- However, this office shall provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained in the ordinary course of business.<sup>21</sup>

### **Section 3.2 Denial of a Public Record Not Maintained by this Office**

If this office receives a request for a record that it does not maintain or the request is for a record which is no longer maintained, the requester shall be so notified in writing, which may include utilizing Form PR-1, that one of the following applies:

- The request involves records that have never been maintained by this office (*if appropriate this office will direct you to the proper office*);

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<sup>19</sup> ORC 149.43(B)(8)

<sup>20</sup> ORC 149.43(B)(3)

<sup>21</sup> ORC §149.43(B)(2)

- The request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable Schedules of Record Retention and Disposition (RC-2);
- The request involves a record that has been disposed of pursuant to an Application of the One-Time Records Disposal (RC-1);
- If the record that is requested is not a record used or maintained by this office, the requester shall be notified that this office is under no obligation to create records to meet public record requests (*however, if applicable this office will inform you of how the information requested is organized*).

### **Section 3.3 Denial of a Public Record Maintained by this Office**

This office may deny a request for a record maintained by this office if the record that is requested is prohibited from release due to applicable state or federal law.

- If the record request is denied in its entirety:
  - If it utilizes the Form PR-1, then this office may check the appropriate box on Form PR-1 if the employee is simply applying the statutory exclusion.
  - This office shall consult the County Prosecutor if the employee is unsure if the record requested is exempt from disclosure.
- If only part of the record is not subject to release, this office will redact such information and release the non-exempted information:
  - “Redaction” means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a “record.”<sup>22</sup>
  - If it utilizes the Form PR-1, then this office will check the appropriate box on Form PR-1 and cite the exemption from Appendix A, B, or C with the corresponding redaction.
  - This office shall consult the County Prosecutor if the employee is unsure if a part of the record requested is exempt from disclosure.

As custodians of public records, this office has a responsibility to maintain the integrity of the records. As such, any response that includes redactions should be made on a copy of the original record to preserve the authenticity and accuracy of the original document.

The explanation cited shall not preclude this public office from relying upon additional reasons or legal authority in defending an action commenced pursuant to ORC §149.43.

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<sup>22</sup> ORC §149.43(A)(11)

## **Section 4 COSTS FOR PUBLIC RECORDS**

Generally, a requester is only required to pay this office for the actual cost of reproduction. Employee time will not be calculated into the “actual cost” charge. However, in some circumstances, it is permissible for this office to have an outside contractor make copies and recover the cost of the service directly from the requester.<sup>23</sup> This office may employ the services of a private contractor to produce copies as long as the decision to do so is reasonable.<sup>24</sup>

### **Section 4.1 Payment in Advance**

This office may require a requester to pay in advance the cost involved in providing the copy of the public record, as requested.<sup>25</sup> For photocopies of either letter or legal sized documents, the fee shall be the actual cost per photocopy but in all events no less than five cents per page. If video tapes, cassette tape or any other type of media is requested, the fee shall be the replacement cost or reproduction cost (copying costs if outside vendor is necessary).

### **Section 4.2 Delivery Costs to be Paid in Advance**

Requesters may ask that documents be mailed or transmitted to them within a reasonable period of time after this office receives the request for a copy. This public office may require the person making the request to pay in advance the cost of postage if the copy is transmitted by U.S. mail or the cost of delivery if the copy is transmitted other than by U.S. mail, and to pay in advance the costs incurred for other supplies (envelope, etc) used in the mailing, delivery, or transmission.<sup>26</sup>

## **Section 5 Email**

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

### **Section 5.1 Public Email Accounts**

- Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office’s record retention schedule.

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<sup>23</sup> *Huston*, 70 Ohio St. 3d 619.

<sup>24</sup> *State ex rel. Gibbs*, 152 Ohio App .3d. 387.

<sup>25</sup> ORC 149.43(B)(6)

<sup>26</sup> ORC §149.43(B)(7)

- Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.<sup>27</sup>

### **Section 5.2 Private Email Accounts**

- Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.<sup>28</sup>

Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

## **Section 6 FAILURE TO RESPOND TO A PUBLIC RECORDS REQUEST**

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This office recognizes that the failure to properly respond to a public records request not only causes distrust in government but may also lead to legal consequences.

If a requester feels they have been improperly denied access to public records due to the inability to inspect or to receive a copy of a record, the requester shall be advised that they may:

- Contact this public office's senior representative.

If the requester is still not satisfied, they shall be advised the Ohio Revised Code provides a legal means for addressing their complaint.

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<sup>27</sup> *State ex rel. Wislon- Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

<sup>28</sup> Case law is undecided as to private email use on county property. Therefore county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

## APPENDIX A

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### **The Express Exemption**

*In accordance with Ohio Revised Code §149.43, “Public record” does not mean any of the following:*

**(a) Medical records;**

“Medical record” means any document or combination of documents, except births, deaths, and the fact of admission to or discharge from a hospital, that pertains to the medical history, diagnosis, prognosis, or medical condition of a patient and that is generated and maintained in the process of medical treatment.

**(b) Records pertaining to probation and parole proceedings or to proceedings related to the imposition of community control sanctions and post-release control sanctions;**

**(c) Records pertaining to actions under section 2151.85 and division © of section 2919.121 of the Revised Code and to appeals of actions arising under those sections;**

**(d) Records pertaining to adoption proceedings, including the contents of an adoption file maintained by the department of health under section 3705.12 of the Revised Code;**

**(e) Information in a record contained in the putative father registry established by section 3107.062 of the Revised Code, regardless of whether the information is held by the department of job and family services or, pursuant to section 3111.69 of the Revised Code, the office of child support in the department or a child support enforcement agency;**

**(f) Records listed in division (A) of section 3107.42 of the Revised Code or specified in division (A) of section 3107.52 of the Revised Code;**

**(g) Trial preparation records;**

“Trial preparation record” means any record that contains information that is specifically compiled in reasonable anticipation of, or in defense of, a civil or criminal action or proceeding, including the independent thought processes and personal trial preparation of an attorney.

**(h) Confidential law enforcement investigatory records;**

“Confidential law enforcement investigatory record” means any record that pertains to a law enforcement matter of a criminal, quasi-criminal, civil, or administrative nature, but only to the extent that the release of the record would create a high probability of disclosure of any of the following: 1) The identity of a suspect who has not been charged with the offense to which the record pertains, or of an information source or witness to whom confidentiality has been reasonably promised; 2) Information provided by an information source or witness to whom confidentiality has been reasonably promised, which information would reasonably tend to disclose the source’s or witness’s identity; 3) Specific confidential investigatory techniques or procedures or specific investigatory work product; or 4) Information that would endanger the life or physical safety of law enforcement personnel, a crime victim, a witness, or a confidential information source.

**(i) Records containing information that is confidential under section 2710.03 or 4112.05 of the Revised Code;**

**(j) DNA records stored in the DNA database pursuant to section 109.573 of the Revised Code;**

**(k) Inmate records released by the department of rehabilitation and correction to the department of youth services or a court of record pursuant to division (E) of section 5120.21 of the Revised Code;**

**(l) Records maintained by the department of youth services pertaining to children in its custody released by the department of youth services to the department of rehabilitation and correction pursuant to section 5139.05 of the Revised Code;**

**(m) Intellectual property records;**

“Intellectual property record” means a record, other than a financial or administrative record, that is produced or collected by or for faculty or staff of a state institution of higher learning in the conduct of or as a result of study or research on an educational, commercial, scientific, artistic, technical, or scholarly issue, regardless of whether the study or research was sponsored by the institution alone or in conjunction with a governmental body or private concern, and that has not been publicly released, published, or patented.

**(n) Donor profile records;**

“Donor profile record” means all records about donors or potential donors to a public institution of higher education except the names and reported addresses of the actual donors and the date, amount, and conditions of the actual donation.

**(o) Records maintained by the department of job and family services pursuant to section 3121.894 of the Revised Code;**

A-3

**(p) Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information;**

“Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information” (hereto after referred to the protected class employee) means any information that discloses any of the following about such a protected class employee:

- (1) The address of the actual personal residence of a protected class employee, except for the state or political subdivision in which the protected class employee resides;
- (b) Information compiled from referral to or participation in an employee assistance program;
- (c) The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to a protected class employee;
- (d) The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a protected class employee’s employer;
- (e) The identity and amount of any charitable or employment benefit deduction made by the protected class employee’s compensation unless the amount of the deduction is required by state or federal law;
- (f) The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a protected class employee;
- (g) A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer’s appointing authority.

**\*\* Please Note\*\*** The applicability of this exemption is being reviewed by the Attorney General’s office.

Further, there is a journalist mechanism by which a journalist can request such information. The request shall include the journalist’s name and title and the name and address of the journalist’s employer and shall state that disclosure of the information sought would be in the public interest.

**(q) In the case of a county hospital operated pursuant to Chapter 339 of the Revised Code or a municipal hospital operated pursuant to Chapter 749 of the Revised Code, information that constitutes a trade secret, as defined in section 1333.61 of the Revised Code;**



**(r) Information pertaining to the recreational activities of a person under the age of eighteen;** “Information pertaining to the recreational activities of a person under the age of eighteen” means information that is kept in the ordinary course of business by a public office, that pertains to the recreational activities of a person under the age of eighteen years, and that discloses any of the following:

- (1) The address or telephone number of a person under the age of eighteen or the address or telephone number of that person’s parent, guardian, custodian, or emergency contact person;
- (2) The social security number, birth date, or photographic image of a person under the age of eighteen;
- (3) Any medical record, history, or information pertaining to a person under the age of eighteen;
- (4) Any additional information sought or required about a person under the age of eighteen for the purpose of allowing that person to participate in any recreational activity conducted or sponsored by a public office or to use or obtain admission privileges to any recreational facility owned or operated by a public office.

**(s) Records provided to, statements made by review board members during meetings of, and all work products of a child fatality review board acting under sections 307.621 to 307.629 of the Revised Code, other than the report prepared pursuant to section 307.626 of the Revised Code;**

**(t) Records provided to and statements made by the executive director of a public children services agency or a prosecuting attorney acting pursuant to section 5153.171 of the Revised Code other than the information released under that section;**

**(u) Test materials, examinations, or evaluation tools used in an examination for licensure as a nursing home administrator that the board of examiners of nursing home administrators administers under section 4751.04 of the Revised Code or contracts under that section with a private or government entity to administer;**

**(v) Records the release of which is prohibited by state or federal law;**

**(w) Proprietary information of or relating to any person that is submitted to or compiled by the Ohio venture capital authority created under section 150.01 of the Revised Code;**

**(x) Financial statements and data any person submits for any purpose to the Ohio housing finance agency or the controlling board in connection with applying for, receiving, or accounting for financial assistance from the agency, and information that identifies any individual who benefits directly or indirectly from financial assistance from the agency**

;

**(y) Records listed in [section 5101.29 of the Revised Code](#);**

- (z) Discharges recorded with a county recorder under [section 317.24 of the Revised Code](#), as specified in division (B)(2) of that section;
- (aa) Usage information including names and addresses of specific residential and commercial customers of a municipally owned or operated public utility;
- (bb) Records described in [division \(C\) of section 187.04 of the Revised Code](#) that are not designated to be made available to the public as provided in that division;
- (cc) Information and records that are made confidential, privileged, and not subject to disclosure under divisions [\(B\)](#) and [\(C\) of section 2949.221 of the Revised Code](#);
- (dd) Personal information, as defined in [section 149.45 of the Revised Code](#);
- (ee) The confidential name, address, and other personally identifiable information of a program participant in the address confidentiality program established under [sections 111.41 to 111.47 of the Revised Code](#), including the contents of any application for absent voter's ballots, absent voter's ballot identification envelope statement of voter, or provisional ballot affirmation completed by a program participant who has a confidential voter registration record, and records or portions of records pertaining to that program that identify the number of program participants that reside within a precinct, ward, township, municipal corporation, county, or any other geographic area smaller than the state. As used in this division, "confidential address" and "program participant" have the meaning defined in [section 111.41 of the Revised Code](#);
- (ff) Orders for active military service of an individual serving or with previous service in the armed forces of the United States, including a reserve component, or the Ohio organized militia, except that, such order becomes a public record on the day that is fifteen years after the published date or effective date of the call to order;
- (gg) The name, address, contact information, or other personal information of an individual who is less than eighteen years of age that is included in any record related to a traffic accident involving a school vehicle in which the individual was an occupant at the time of the accident;
- (hh) Protected health information, as defined in [45 C.F.R. 160.103](#), that is in a claim for payment for a health care product, service, or procedure, as well as any other health claims data in another document that reveals the identity of an individual who is the subject of the data or could be used to reveal that individual's identity;
- (ii) Any depiction by photograph, film, videotape, or printed or digital image under either of the following circumstances:

(i) The depiction is that of a victim of an offense the release of which would be, to a reasonable person of ordinary sensibilities, an offensive and objectionable intrusion into the victim's expectation of bodily privacy and integrity; or

(ii) The depiction captures or depicts the victim of a sexually oriented offense, as defined in [section 2950.01 of the Revised Code](#), at the actual occurrence of that offense.

**(jj) Restricted portions of a body-worn camera or dashboard camera recording.**

## APPENDIX B

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### The “Catch-All” Exemption

If any provision of Ohio or federal law prohibits public disclosure of a certain type of record, a public office must not release it in response to a public records request. A state statute or rule, or a federal statute or regulation may designate the records of certain government offices or particular types of records confidential. Such a designation means those records are not subject to the provisions of the Public Records Act.

Here is a list of some common “catch-all” exemptions:

a. **Attorney-client privileged information.**<sup>29</sup>

b. **Medical board investigative records.**<sup>30</sup>

c. **Child abuse reports.**<sup>31</sup>

d. **Student education records** (maintained by public schools, colleges, universities and at private institutions receiving public funding.<sup>32</sup> However, student “directory information”<sup>33</sup> is

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<sup>29</sup> State ex rel. Nix v. Cleveland (1998), 83 Ohio St.3d 379, 1998 Ohio 290, 700 N.E.2d 1; Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708; etc.

<sup>30</sup> Ohio Rev. Code Ann. §4731.22(F)(5). State ex rel. Wallace v. State Medical Board of Ohio (2000), 89 Ohio St.3d 431, 732 N.E.2d 960 (Medical Board’s investigative records are not public records).

<sup>31</sup> Ohio Rev. Code Ann. §2151.421(H). But, see, State ex rel. Strothers v. Wertheim (1997), 80 Ohio St.3d 155, 1997 Ohio 349, 684 N.E.2d 1239 (Ohio Rev. Code Ann. §2151.421(H) is directed to the children services boards or the departments of human services, not to a county ombudsman office); State ex rel. Munici v. Kovacic (June 15, 1994), Cuyahoga App. No. 64818, 1994 Ohio App. LEXIS 2612 (police investigatory reports are not governed by Ohio Rev. Code Ann. §2151.421).

<sup>32</sup> The Family Educational Right to Privacy Act (“FERPA” or “Buckley Amendment”), 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321; United States v. Miami University (2000), 91 F.Supp.2d 1132, 2000 U.S. Dist. LEXIS 3345 (student disciplinary records are exempt under FERPA). But, cf., State ex rel. The Miami Student v. Miami University (1997), 79 Ohio St.3d 168, 1997 Ohio 386, 680 N.E.2d 956 (student disciplinary records are not student “education records” that are exempt from disclosure but, see, Phillips v. Village of Carey (Aug. 3, 2000), Wyandot App. No. 16-99-11, 2000 Ohio 1733, 2000 Ohio App. LEXIS 3675 (release of high school graduate’s transcript to his employer to verify GPA and class rank did not violate graduate’s constitutional rights. However, parent can request any or all information not be disclosed without parent’s prior consent).

<sup>33</sup> FERPA, 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321(B) (regarding Ohio public schools, K-12).

public information unless the student's parent, guardian or custodian of a minor has requested the information not be released without the parent's prior consent.)

e. **Records of a Certified Public Accountant or public accountant** in the performance of an audit of a public office or private entity.<sup>34</sup>

f. **Ohio Ethics Commission proceedings** on a complaint or charge and certain information provided to the commission are not public record,<sup>35</sup> (but letters requesting an opinion of the commission are public record.)<sup>36</sup>

g. **Taxpayer records** (maintained by the Ohio Department of Taxation<sup>37</sup> as well as those maintained by municipal corporations).<sup>38</sup>

h. **Estate tax returns** (held by the probate court, the Department of Taxation, a county auditor, a county treasurer, the attorney general, or others listed in Ohio Rev. Code Chapter 5731).<sup>39</sup>

i. **Federal tax returns** and return information filed under the jurisdiction of the Internal Revenue Service.<sup>40</sup>

j. **Criminal background information and other law enforcement information on the LEADS/CCH/NCIC computer database.**<sup>41</sup>

k. **Records that have been sealed pursuant to statutorily authorized court order.**<sup>42</sup>

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<sup>34</sup> Ohio Rev. Code Ann. §4701.19(B).

<sup>35</sup> Ohio Rev. Code Ann. §102.06(F).

<sup>36</sup> 1986 Ohio Atty. Gen. Ops. No. 86 069.

<sup>37</sup> Ohio Rev. Code Ann. §5703.21.

<sup>38</sup> Ohio Rev. Code Ann. §718.13. But, see, 1992 Ohio Atty. Gen. Ops. No. 92 005 (W-2 forms prepared and made by a township as an employer are subject to inspection as a public record).

<sup>39</sup> Ohio Rev. Code Ann. §5731.90; 1992 Ohio Atty. Gen. Ops. No. 92-076.

<sup>40</sup> 26 U.S.C. §6103

<sup>41</sup> 42 U.S.C. §3789g; 28 C.F.R. §20.21, §20.33(a)(3); State ex rel. Multimedia, Inc. v. Snowden (1995), 72 Ohio St.3d 141, 1995 Ohio 248, 647 N.E.2d 1374; also, Ohio Rev. Code Ann. §109.57(D) and (E); Ohio Admin. Code §109:05 1 01; Ohio Admin. Code §4501:2-10-06; 1989 Ohio Atty. Gen. Ops. No. 89 005; State ex rel. Lippett v. Kovacic (1991), 70 Ohio App.3d 525, Cuyahoga App. No. 58243, 591 N.E.2d 422; State ex rel. National Broadcasting Co. v. Cleveland (1992), 82 Ohio App.3d 202, Cuyahoga App. No. 52337, 611 N.E.2d 838. St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority);

<sup>42</sup> E.g. Ohio Rev. Code Ann. §2953.52 constitutionality of which was discussed in State ex rel. Cincinnati Enquirer v. Winkler (2004), 101 Ohio St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority); State ex rel. WBNS v. Dues (2004), 101 Ohio St.3d 406, 2004 Ohio 1497, 805 N.E.2d 1116 (a court may not create its own exemption to the Public Records Act by sealing its records absent an appropriate grant of authority).

- l. **A trade secret** deriving independent value from the fact that it is not generally known and has been the subject of reasonable efforts to maintain its confidentiality.<sup>43</sup> (A detailed analysis is needed.)<sup>44</sup>
- m. **“Judicial Mental Process” Privilege created by Ohio case law.**<sup>45</sup>
- n. **Peace officers’ home addresses** (during the pendency of a criminal case in which the officer is a witness or arresting officer).<sup>46</sup>
- o. **Personal and medical records of the mentally retarded and developmentally disabled.**<sup>47</sup>
- p. **Attorney General investigation files relating to consumer protection or charitable trust investigations.**<sup>48</sup>
- q. **Mediation communications.**<sup>49</sup>
  - r. **Employees’ and their family members’ records and documents relating to medical certifications, recertifications or medical histories that have been created for purposes of the Family Medical Leave Act (FMLA)** (are confidential medical records and shall be maintained in separate files/records from normal personnel files.<sup>50</sup> Should the Americans with

<sup>43</sup> Ohio Rev. Code Ann. §1333.61(D). See, also, State ex rel. Besser v. Ohio State University (2000), 87 Ohio St.3d 535, 2000 Ohio 475, 721 N.E.2d 1044 (“Besser I”) (public entity can have its own trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Plain Dealer v. Ohio Dept. of Ins. (1997), 80 Ohio St.3d 513, 1997 Ohio 75, 687 N.E.2d 661; compare, State ex rel. Gannett Satellite Info. Network v. Shirey (1997), 76 Ohio St.3d 1224, 669 N.E.2d 1148 (resumes are not trade secrets of private consultant); State ex rel. Rea v. Ohio Dept. of Education (1998), 81 Ohio St.3d 527, 1998 Ohio 334, 692 N.E.2d 596 (proficiency tests are public records after they have been administered); State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255 (resumes of applicants for superintendent not trade secret).

<sup>44</sup> Ohio Rev. Code Ann. §1333.61(D). State ex rel Toledo Blade Co. v. Ohio Bureau of Workers Compensation (2005), 106 Ohio St.3d 113, 2005 Ohio 3549, 832 N.E.2d 711 (trade secret argument requires allegation of efforts to maintain recovery); State ex rel. Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708 (an in camera inspection is necessary to determine whether disputed records contain trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Besser v. Ohio State University (2000), 89 Ohio St.3d 396, 2000 Ohio 207, 732 N.E.2d 373 (“Besser II”) (following in camera inspection, court held documents did not constitute “trade secrets”); State ex rel. Seballos v. School Employees Retirement Sys. (1994), 70 Ohio St.3d 667, 1994 Ohio 80, 640 N.E.2d 829; State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255.

<sup>45</sup> TBC Westlake v. Hamilton County Board of Revision (1998), 81 Ohio St.3d 58, 1998 Ohio 445, 689 N.E.2d 32 (hearing examiner’s report to Board of Tax Appeals is not a public record).

<sup>46</sup> Ohio Rev. Code Ann. §2921.24(A); in fact, violation of Ohio Rev. Code Ann. §2921.24(A) is a fourth degree misdemeanor. Ohio Rev. Code Ann. §2921.24(D).

<sup>47</sup> Ohio Rev. Code Ann. §5123.62(T); 1992 Ohio Atty. Gen. Ops. No. 92-071

<sup>48</sup> Ohio Rev. Code Ann. §1345.05(A)(7) and Ohio Rev. Code Ann. §109.28, respectively. But, see, also, Ohio Rev. Code Ann. §109.34 (nonprofit health care entities proposing to transfer ownership or control of assets to persons exempt from taxation shall provide notice of the proposed transaction to the attorney general and obtain written approval of the transaction. The notice and all other documents or materials submitted pursuant to Ohio Rev. Code Ann. §109.34 are public records provided they meet the definition set forth in Ohio Rev. Code Ann. §149.43).

<sup>49</sup> Ohio Rev. Code Ann. §2317.023.

<sup>50</sup> 29 CFR 825.500(g)

Disabilities Act (ADA) also be applicable, then those records shall be maintained consistent with ADA confidentially requirements.)<sup>51</sup>

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<sup>51</sup> 29 CFR 1630.14(c)(1)

# Public Record Request Response Form

(FORM PR-1)

Thank you for your recent public record request. The (public office) will respond in accordance to the applicable provisions of the Ohio Public Records Act.

On    (Date)   , you requested the following records/ information:

The record/ information requested:

**Legal Authority Cited**

(if applicable)

- Is not maintained by this office  
*(office will attempt to direct requester to correct office)*
- Is overly ambiguous *(despite efforts to clarify)*. ORC 149.43 (B)(2)
- Does not exist and/or no obligation to create. ORC 149.40
- Has been disposed pursuant to One Time Records Disposal or pursuant to Retention Schedule. RC-2
- Is not subject to release in its entirety (Office needs to cite leg. auth)
- Is subject to release, however the following redactions have been made to protect exempted information (149.43 (B)(1)-(3)):

**Redaction**

**Legal Authority Cited**

Ex.    A   

149.43(A)(7)(a) Peace Officer Info

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

If applicable, Legal Review by: \_\_\_\_\_ Date: \_\_\_\_\_

**Credit Card Policy of Fairfield County  
Board of Commissioners**

Addendum “C” to the Fairfield County Personnel Policy  
Manual

**Background**

Credit cards are designed to make purchases in a manner that meets the needs of County government in an increasingly internet-based business environment. This program is an alternative to the traditional purchasing process and can significantly reduce the number of purchase orders and payments processed, eliminating paperwork and processing time. It is convenient for both the County and the vendor, and the program can also help minimize or eliminate the need for the use of personal funds reimbursed by expense report.

Benefits include an expanded list of merchants from whom purchases can be made, accelerated payment to the vendor, expedited delivery of goods, reduced paperwork, lower overall transaction processing costs per purchase, and the ability to set and control purchasing dollar limits.

Authority

Ohio Revised Code (ORC) Section 301.27 permits counties to use credit cards. The Board of County Commissioners of Fairfield County (“Board”), with the advice of the Fairfield County Auditor (“Auditor”), shall formulate the policy for the use of the cards. The policy, which will be adopted by the Board through resolution, shall set limits for, among other things, spending, card activity and allowable expenditures. It shall also establish administrative controls that the Board, after consulting with the County Auditor, determines will be sufficient for use of a credit card. The County Auditor shall develop internal accounting controls in compliance with the Auditor of State bulletins.

General Information

The credit card program is not intended to and shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86. Further, the credit card program is not intended to avoid or bypass the appropriation of funds process, approval process, or payment process. Rather, the program complements the established and existing processes. Expenditure may not exceed appropriations under any circumstances. Billings for authorized purchases made within the limits of appropriated amounts will be paid using County funds.

In accordance with ORC 301.27(E)(1), items and/or services purchased through the credit card program are only for the official use of Fairfield County. The card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It shall not be used as an ATM (automated teller machine) card, a debit card, or for cash advances. The card is not to be used for personal or non-work-related purchases.

The card program carries corporate (County) liability, not individual liability; however, **individual liability is imposed for inappropriate use**. Pursuant to the procedure established in ORC 301.27(J) if the Appointing Authority determines that the cardholder has used the credit card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the Appointing Authority shall immediately notify the Board. When the Board determines that the County Treasury should be reimbursed for credit card expenditures beyond the appropriated or authorized amount as provided in this policy or elsewhere in



ORC 301.27, it shall give written notice to the Appointing Authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice the County Treasury is not reimbursed for the full amount shown on the written notice, a referral will be made to local law enforcement to recover that amount from the cardholder by civil action in a court of competent jurisdiction.

The cardholder's personal credit history is not impacted in any way by participating in the program; however, the cardholder's personal credit shall be examined by the Appointing Authority in advance of issuing the card. Any derogatory findings, as determined may preclude the issuance of a credit card.

## **Policies and Procedures**

### **1. Definitions**

- a. Appointing Authority
- b. Coordinator

### **2. Appointing Authority defined and requirements**

Pursuant to ORC 301.27(D), an Appointing Authority shall be any County elected official, the Board of a County Appointing Authority, or any Appointing Authority that utilizes the County Auditor as its fiscal agent. The Appointing Authority may apply to the Board of County Commissioners for authorization to have an employee under its authority use a credit card held by that Appointing Authority to pay for any expense allowable under 301.27(E)(1), without submitting a monthly estimate of the employee's work-related expenses as permitted under ORC 301.27(F)(2).

### **3. Coordinator defined and requirements**

Each Appointing Authority that participates in the credit card program will name a program coordinator. The Coordinator will be responsible for resolving disputes with merchants and reviewing and reconciling card activity for the Appointing Authority's card(s). The Coordinator will be designated when the application for the card is approved by the Board. If the Coordinator is also a cardholder, another employee must serve as an alternate coordinator to approve any transactions involving the Coordinator's card.

The Appointing Authority will be the primary point of contact for their desired credit card program. The Appointing Authority will be responsible for ensuring the certification of funds, the ordering and distributing of cards, processing cardholder applications, limit adjustments, suspensions, cancellations, program compliance, troubleshooting problems encountered with card use or vendor authorization and following up on lost or stolen cards. The Appointing Authority will provide training for their authorized cardholders.

### **4. Establishment of card limits**

Credit limits are established by the County Commissioners and may be adjusted by resolution.

The maximum limit of credit exposure at any given time will not exceed \$500,000.00.

Individual credit cards are subject to the following maximum limits, as determined by the Board upon initial approval of the card:

*Range*

1. Card Limit	\$500 to \$20,000
2. Daily spending per card:	\$500 to \$20,000
3. Monthly spending per card:	\$500 to \$20,000
4. Single transaction limit:	\$20,000
5. Daily number of transactions per card:	10
6. Monthly number of transactions per card:	50

Exception: Pre-approval by the County Administrator/Designee and County Auditor, or their respective designee, is required for any purchase or use more than an established limit.

***Purchases may not be split to bypass the single transaction limit.***

Through the cardholder application process, Appointing Authorities will define limits for specific cardholders, not to exceed the limits established above.

## **5. Designation of allowed/prohibited transactions**

Pursuant to ORC 301.27(E)(1), credit card purchases are allowable for:

- The purchase of any work-related item
- The purchase serves a public purpose

By further example, the following is a non-exclusive list of allowable items:

- Office Supplies, furniture and equipment
- Meals, including reasonable gratuity not to exceed 20%
- Computer supplies
- Building maintenance materials and supplies
- Authorized travel expenses including sales tax for dine in meals and lodging tax, if hotel will not accept the county's sales tax exemption.
- Room Service (requires an itemized breakdown/billing)
- Fuel purchases approved as part of travel expenses
- Capital equipment with express written permission provided by the Board of County Commissioners
- Information Technology hardware, software, and technical support
- Postage
- Recurrent subscriptions and advertising
- Items related to wards in the care of the State of Ohio
- Items allowable and used in the ordinary course of business as permitted under ORC 301.27(E)(1).

The card may not be used to pay for the following:

- Services that are 1099 eligible
- Entertainment/recreation
- Adult publications/entertainment
- Alcoholic beverages
- Any merchant, product, or service normally deemed not consistent with county policy or the Ohio Revised Code

***ATM, cash advances, and all other cash-related transactions are strictly prohibited.***

No late charges or finance charges shall be permitted as allowable expenses.

Purchases cannot be used in any manner to circumvent competitive bidding requirements for purchases and contracts as determined by the Ohio Revised Code.

In the event an Agency does not have its own credit card, the Commissioners' Office may make a purchase on its credit card on behalf of another Agency. The Appointing Authority must have a purchase order opened prior to any purchase being made. Additionally, this arrangement must be approved by the County Administrator/Designee prior to any purchase being made.

Any use of a credit card outside of or inconsistent with the above defined appropriate uses will be considered an unauthorized use of the card unless the procedures outlined in ORC 301.27(J) are followed.

## **6. Virtual Cards**

A virtual card is a card for either one-time use or a card tied to a specific set of purchases for on-going use over a defined time period. With the approval of the Appointing Authority, virtual cards may be created for use in the routine payment of bills previously entered in the finance system. With the approval of the County Administrator/Designee and Appointing Authority, virtual cards may be created for any on-line purchases, with limits following those outlined in Section 4.

## **7. Sales and use tax**

Except as otherwise noted elsewhere in this policy, purchases made with the County credit card are tax-exempt. The name of the County and the words "tax-exempt" will be on each card.

If tax is charged inappropriately, the Appointing Authority should present a tax exemption certificate to the vendor and receive a credit for the unnecessary tax.

## **8. Application for credit card and subsequent profile changes**

The Coordinator will prepare the application, obtain written approval of the proposed cardholder, approval from the Appointing Authority head or board, and forward it to the County Administrator/Designee for pre-approval. Consistent with sections 4 and 5 above, the application will specify and new or modified monetary and transaction limits for the individual cardholder.

After the application is pre-approved by the County Administrator/ /Designee, the Appointing Authority will review the application for compliance with program limits and recommend either approval or denial to the Board.

The Board will then act by resolution approving any new cards or modifications to existing cards. Upon approval by the Board, the Appointing Authority will have a new card issued or act on any modifications.

## **9. Cardholder acknowledgment and responsibilities**

The cardholder is responsible for the physical custody of the card and for maintaining confidentiality of all information relating to the card such as the account number and expiration date.

A cardholder is responsible for any and all improper, fraudulent, or inappropriate use of the card. Use of a county credit card for any use other than an authorized or permitted use allowed under ORC 301.27(E)(1) is a violation of law for purposes of ORC 2913.21, in accordance with 301.27(K).

After the card is issued, the cardholder and the Coordinator will assure that the cardholder understands the intent of the program, and to agree to adhere to the policy and guidelines established by the Board as well as those established by the cardholder's Appointing Authority. The cardholder will be required to sign a written acknowledgment of receipt of the card and understanding of the applicable policies. The Appointing Authority will retain the signed acknowledgment

## **10. Making purchases; record-keeping**

### **a. Purchase orders**

**An encumbrance in the name of the card issuer must be established for each card through a purchase order. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected spending. This helps ensure that expenditures do not exceed available appropriations. The encumbrance must be established to ensure the purchase is applied to the correct expense categories**

### **b. Original receipts**

**When making a purchase, the cardholder shall obtain and forward to the Appointing Authority Coordinator the original receipt.**

Every effort should be made to ensure that the receipt contains the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The cardholder will match and attach original invoices/receipts to billing statements as part of the account reconciliation. **A cardholder will be held personally liable for missing receipts and may be required to reimburse the County for those billed purchases for which a receipt is not present or cannot be produced.**

### **c. Email, internet, telephone and fax purchases**

Credit cards may be used to purchase goods over email, the internet, telephone, or fax. These purchases must be evidenced by written order confirmation along with an original itemized receipt or invoice.

When using the Internet, the cardholder must make sure the web site where the card information is being placed is secure and that all account numbers are encrypted while being passed electronically. A cardholder can determine if the web site address is secure in two ways:

- (1) An Internet web site is secure when the address changes from <http://www> to <https://www>. The "s" stands for secure.

- (2) symbol resembling a “lock” will appear at the bottom of the browser. The “lock” symbol signifies that the web site is secure and that all card numbers will be encrypted when passed.

Cardholders will be held responsible for all orders placed, even those with vendors that turn out not to be legitimate businesses.

The cardholder should inform the vendor that the purchase will be paid through the County credit card and that the purchase is tax exempt. The cardholder should also ensure the vendor will comply with the requirements of items c (above), and e and f (below).

#### **d. Declined attempts**

The credit card will be declined if one of the embedded limits is exceeded, if the card issuer has a security concern because of a spending pattern, or, sometimes if the “bill to” address does not match the “ship to” address. The Coordinator Appointing Authority should be notified if a purchase is denied.

#### **e. Agent, acceptance or service fees**

Some companies charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is disclosed upfront, the allowable dollar limit on the fee is five percent of the total bill, not to exceed \$25.00. If the fee is **not** disclosed upfront, the fee needs to be disputed immediately, regardless of the fee amount. If the purchase is being made on state term or countywide contract, the vendor is prohibited from charging additional fees for use of a credit card. The Coordinator Appointing Authority should be notified immediately of this breach of contract.

#### **f. Vendor invoices**

The card issuer will pay the vendor and the Auditor will pay the card issuer. Vendors should not invoice the cardholder for purchases made with the credit card; however, the cardholder must always receive an itemized receipt or order confirmation.

#### **g. Purchasing log**

Each cardholder will maintain a purchasing log. The log records the transaction date, vendor name, the merchandise purchased, dollar value of sale, how the order was placed (via email, internet, phone, fax, mail or in person). A separate line is required for each purchase. The receipt for each purchase must be stapled to the log to expedite reconciliation with the billing statement. The log must be reviewed and signed by a supervisor or someone designated by the appointing authority. Cardholders cannot review and authorize their own purchasing logs.

#### **h. Monitoring card activity**

The Appointing Authority shall serve as the administrator for their credit card program with the County Administrator/Designee having similar access and approval rights. Elected officials, department heads, Coordinators, and cardholders shall have viewing access for their respective area

and cards, if desired.

## **11. Account reconciliation and payment of credit card billing**

Each cardholder or Coordinator will receive a statement identifying all transactions made during the billing cycle. The cardholder will reconcile the statement's accuracy against the purchasing log and receipts. Payment cannot be made until the cardholder confirms receipt of the goods or services. A quote or backorder notice is not substantive evidence of the occurrence of the transaction.

The Appointing Authority head or its designee is responsible for reviewing the log for the appropriateness of purchases made with the card and for approving each statement for each cardholder under their supervision. The approval must be evidenced by the approver's signature. Once approved for payment, the Appointing Authority must submit the original statement, purchasing log and supporting receipts to the Auditor. The County Auditor will issue payment, either by warrant or electronically, to the card issuer.

Timely completion of the reconciliation by the Coordinator is imperative to avoid interest charges and late fees. The reconciliation process must be completed within five business days of receiving the cardholder statement. If this time frame cannot be met for any reason, the Coordinator must notify the Auditor.

## **12. Returns, credits and dispute resolution**

Sometimes, there is a problem with a purchased item or service. Examples include, but are not limited to, broken merchandise, the billed amount does not match the quote, the billed amount includes sales tax, the statement contains a charge not recognized by the cardholder, or the statement contains duplicate charges from a vendor. In these instances, the Coordinator or cardholder should try to resolve the dispute with the supplier or merchant. If the purchased item needs to be returned to the supplier for any reason, a credit should be given to the credit card account. The Coordinator should be notified so they can verify that the credit appears on a subsequent statement. The cardholder cannot accept cash, rain check or house credit; credit must be returned to the card.

If the dispute cannot be resolved, the cardholder should contact the Coordinator, who will work with the card issuer to resolve the dispute.

## **13. Late fees or finance charges**

No late fees or finance charges shall be paid unless authorized by the Board.

## **14. Lost or stolen cards**

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges. The cardholder must confirm the phone call by written notification to the card issuer via mail or fax, with copies to the Coordinator. The date and time of the phone report of the lost or stolen card should be included in the written notification. The Coordinator will initiate issuance of a replacement card.

## **15. Suspension or cancellation of card**

The Board of Commissioners reserves the right to cancel a cardholder account at any time. Cardholders who terminate their employment or whose job duties change and no longer include purchasing must surrender the card immediately. The Coordinator must obtain the cards for cancellation. Cardholders on extended leave or reassignment may have their card suspended. Intentional use of the card for personal purchases or for purchases made in violation of County policy will result in immediate card cancellation and may result in departmental disciplinary action. When and if necessary, the Coordinator will initiate suspension or cancellation of the card and will notify the Board Appointing Authority.

## **16. Penalties for improper use of card**

The card is to be used by the cardholder to pay for authorized, work-related expenses. The card may not be used to pay for personal transactions. Improper use of the card can be considered misappropriation of County funds. The cardholder and/or the appointing authority may be liable for any expense improperly incurred, in accordance with 301.27(H). This may result in disciplinary action up to and including termination of employment. Improper use can result in immediate cancellation of the cardholder's account. In addition, the cardholder is personally liable for payment of improper purchases and subject to criminal prosecution. ORC 309.12, 301.29(G)(4), 2913.21

## **17. On-going Training and Acknowledgement**

Annually, the Appointing Authority will distribute county policies and procedures to all cardholders. The cardholders shall sign and acknowledge receipt of the same. The Appointing Authority may conduct training sessions from time-to-time for their cardholders.

APPLICATION FOR COUNTY CREDIT CARD PROGRAM

Original \_\_\_\_\_ Amended \_\_\_\_\_ Department/Office \_\_\_\_\_

Name \_\_\_\_\_ Department Coordinator \_\_\_\_\_

Daily spending per card: \_\_\_\_\_ (not to exceed \$20,000)
Monthly spending per card: \_\_\_\_\_ (not to exceed \$20,000)
Single transaction limit: \_\_\_\_\_ (not to exceed \$20,000)
Daily number of transactions per card: \_\_\_\_\_ (not to exceed 10)
Monthly number of transactions per card: \_\_\_\_\_ (not to exceed 50)

CARDHOLDER ACKNOWLEDGEMENT

The credit card represents the County’s trust in you. You are empowered as a responsible agent to safeguard County assets. Improper use of this card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment and/or criminal prosecution. Your signature below verifies that you have read and understand the County and Appointing Authority policies and procedures and agree to comply with all the terms and conditions of these policies as well as with all the following responsibilities.

- 1. I understand the card is for County-approved purchases only, and I agree not to charge personal purchases. I understand that all charges will be billed directly to and paid directly by the County. The bank cannot accept any monies from me directly. Therefore, any personal charges billed to the County could be considered misappropriation of County funds. In the event of misappropriation, I acknowledge and authorize any wrongly spent funds to be taken from my regular earnings (including any vacation, sick, or compensatory time payouts).
2. The card is issued in my name. I will not allow use of the card inconsistent with County policy. I am accountable for any and all charges against the card.
3. I consent to my personal credit report being accessed and understand that any derogatory information may preclude me from receiving a County credit card. Information found on my personal credit report will not be shared with my supervisor and will be held in confidence by the Appointing Authority. (initial here) \_\_\_\_\_

-OR- Strike 3 if not in the name of an individual

- 4. If the card is lost or stolen, I will immediately notify the card issuer by telephone. I will provide the card issuer written notification by mail or fax, with copies to the County Administrator and my Appointing Authority coordinator.
5. As the card is County property, I understand that I am required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card to validate its existence and account number.



6. I will record all transactions on a purchasing log, attaching the related original receipts. I will receive a monthly statement listing all activity during the statement period, and will reconcile it with the purchasing log. I will resolve any discrepancies by contacting the vendor first, and then involving the Appointing Authority Coordinator, when necessary. I understand that I will be personally liable for any purchases if I cannot provide the original receipt.
  
7. I understand the card is not provided to all employees. Assignment is based on my need to pay for work-related expenses. My card may be revoked at any time and for any reason. I understand that the card is not an entitlement, nor reflective of title or position.
  
8. I agree to surrender the card immediately upon termination of employment, **whether** voluntary or involuntary reasons, and upon retirement.

\_\_\_\_\_ Authorized by: \_\_\_\_\_  
 Employee Signature Appointing Authority Signature

Pre-Approval by: \_\_\_\_\_  
*County Administrator/Clerk/Designee*

Approved by Resolution Number: \_\_\_\_\_

**Upon Issuance of the Card**

9. I have received the credit card and a copy of the County’s policies and procedures for the credit card program. I have read and fully understand the program requirements and agree to follow them. Failure to do so may result in revocation of the card or other disciplinary action, up to and including termination of employment and/or criminal prosecution.

Date: \_\_\_\_\_ Card Number \_\_\_\_\_ Employee Initials \_\_\_\_\_

Appointing Authority Coordinator Initials \_\_\_\_\_

**CREDIT CARD PURCHASING LOG**

Credit Card Purchasing Log

Appointing Authority: \_\_\_\_\_ Billing Period \_\_\_\_\_ through \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

TRANSACTION DATE	METHOD (code)	VENDOR NAME CONTACT PERSON PHONE NUMBER	DESCRIPTION OF PURCHASE <i>or</i> RETURN	TOTAL AMOUNT PURCHASED <i>or</i> (RETURNED)	DATE RECEIVED/ RETURNED	OTHER RESOLUTION #


**METHOD CODES:**

S = In-Store  
P = Telephone  
I = Internet  
F = Fax  
E = Email M = Mail

Cardholder  
Signature:

Authorizing  
Signature:





Prosecutor's Approval Page

Resolution No.

A resolution to approve updates to the 2024 Personnel Policy Manual for Fairfield County employees

(Fairfield County Human Resources)

Approved as to form on 6/21/2024 10:00:36 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-06.25.i

A Resolution to Approve Updates to the Personnel Policy Manual for Fairfield County Employees

(Fairfield County Human Resources)

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 a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.**

**WHEREAS**, Fairfield County Job & Family Services, is requesting the Board of Commissioners approval of a Purchase of Service Agreement with Lancaster-Fairfield Public Transit, 746 Lawrence Street, Lancaster, OH 43130; and

**WHEREAS**, the purpose of the purchase of service contract is to provide demand responsive transportation services; and

**WHEREAS**, this agreement shall be effective July 1<sup>st</sup>, 2024 through June 30<sup>th</sup>, 2025; and

**WHEREAS**, a purchase order encumbering the funds for the services was acquired; and

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

---

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

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**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Turning Point Residential Services.

**Section 2.** That the Fairfield County Board of Commissioners confers the authority on the County Administrator to contract on behalf of the Board for any and all contracts related to implementing the transition of transportation services from JFS to Fairfield County Transportation, with such authority by the County Administrator to enter into the foregoing contracts not requiring further resolution of the Board.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor



**SERVICE AGREEMENT  
BETWEEN  
FAIRFIELD COUNTY JOB AND FAMILY SERVICES AND  
LANCASTER FAIRFIELD PUBLIC TRANSIT**

This contract is entered into on July 1, 2024, between the Department of Job and Family Services (“Agency” or “FCDJFS”) of Fairfield County and Lancaster Fairfield Public Transit (“Contractor”), for the purchase of transportation services. In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contact agree as follows:

**Article 1 – Purpose**

The purpose of this Contract is for the procurement of goods or services for use by Fairfield County Job and Family Services in the administration of transportation services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management “common rule.”

**Article 2 – Scope of Services/Deliverables**

A. Agency Responsibilities – Purchase transportation services.

B. Contractor Responsibilities – Provide transportation to FCDJFS approved designations for program eligible individuals, including program eligible wheelchair and other handicapped individuals.

**Article 3 – Billing and Payment**

1. A per trip rate of \$30.00 per person, regardless of origin or destination. (i.e., City limits, County limits, out of County)
2. A per loaded mile rate of \$5.50 per mile (outside city limits)
3. Wait time fee of \$25.00 per hour or fraction thereof to begin after 10 minutes.
4. LFPT will not be providing any NEMT, these services will be completed by 3<sup>rd</sup> party designee’s.

Invoicing for clients will start with the first pick up mile and end with the last drop off mile. No additional fees may be charged to the consumer for services rendered under this contract.

Contractor agrees to maintain all records including number of persons served; number of trips; trip mileage; customer signature on trip log; time and point of departure and arrival for trips.

Contractor must submit a detailed invoice each month to Agency within thirty (30) days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor’s name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of

hourly rates and the number of hours;

Under no circumstances will Agency make payment for any goods or services invoiced after June 30, 2025. The final invoice must be received by the Agency by the close of business at 4:00 p.m. on August 31, 2025.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely, but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within ten (10) after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Fairfield County Auditor issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

#### **Article 4 – Availability of Funding**

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Fairfield County Board Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

#### **Article 5 - Duration of contract**

**A.** This Contract will be effective from July 1, 2024, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2025, inclusive, unless otherwise extended or renewed, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

**B.** Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until July 1, 2024 the Fairfield County Auditor certifies pursuant to R.C. 5705.41(D) that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the

fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension or of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

### **Article 6 – Extension or Renewal of Contract**

The Agency and Contractor may determine that an extension or renewal of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended or renewed for a period not to exceed one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension or renewal is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

### **Article 7 – Amendment of Contract**

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

### **Article 8 – Termination**

A. Either party may terminate this Contract upon thirty (30) days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency 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 Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by

the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination thirty (30) days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

## **Article 9 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of three years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

## **Article 10 - Confidentiality**

Contractor agrees that all records, documents, writings, or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

**B.** All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all the information identified by the vendor as a trade secret is, in fact, a trade secret.

**C.** Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Fairfield County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**D.** Nothing in this section shall be construed as contravening Ohio and Federal public records laws and both Agency and Contractor agree that the law is applicable to any public records created pursuant to this agreement by the parties.

## **Article 11 – Conflict of Interest/Ethics**

Contractor agrees that Contractor will not promise or give to any agency officer, employee, or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Fairfield County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

## **Article 12 - Independent Contractor**

Contractor agrees that it is a separate entity from Agency 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, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

### **Article 13 – Assignment and Subcontracting**

All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within three working days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

### **Article 14 – Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

### **Article 15 – Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

### **Article 16 – Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The CONTRACTOR will incorporate the foregoing requirements of this Section in all its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**B.** The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**C.** The Contractor certifies it is an equal opportunity employer and shall remain in compliance Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

## **Article 17 – Compliance Requirements**

The Contractor agrees to comply with all applicable federal, state, and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5) (for construction contracts over \$2,000);
- Sections 3702 and 3704 of the Contract Work hours and Safety Standards Act (40 U.S.C. 3701-3708 as supplemented by Department of Labor regulations (29 CFR part 5) (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in department of labor regulations (29 CFR Part 3);
- 42 U.S.C. 7401-7671 of the Clean Air Act, and the Federal Water Pollution Control Act as amended (33 U.S.C. Part 1251-1387) (for contracts over \$150,000);
- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Certification is required for contractors for an award of \$100,000 or more;
- Compliance with Debarment and Suspension (Executive Orders 12549 and 12689). Award must not be made to parties listed on the government wide exclusions in the System for Award Management. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a

corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

- Domestic preferences – As appropriate and to the extent consistent with law, the agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Article 18 – Child Support**

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support, which is issued pursuant to Chapter 3113, Revised Code.


**Article 19 – SNAP – Supplemental Nutrition Assistance Program**

Transportation for FSET (Food Share Employment and Training) required disclosure. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for with sub-grantee receives Federal Financial Assistance from FNS.

For Fairfield County Department  
Of Job and Family Services:

For Contractor: Lancaster Fairfield Public Transit

 6/24/24  
Corey Clark, Director Date

  
6/24/24  
Rick Szabrak Date

Approved By:  
Fairfield County Commissioners:

Approved By:  
Fairfield County Prosecutor

\_\_\_\_\_  
Steve Davis Date

\_\_\_\_\_  
Kyle Witt Date

\_\_\_\_\_  
Jeff Fix Date

\_\_\_\_\_  
Dave Levacy Date





**A Contract regarding Transit 2024 between Job and Family Services and**

Approved on 6/20/2024 9:00:10 AM by Krista Humphries, Community Services  
Deputy Director

Krista Humphries  
Community Services Deputy Director

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Approved on 6/20/2024 9:21:45 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services



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Mar 1, 2024



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May 21, 2024



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All Words

e.g. 1606N020Q02

Select Domain

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Filter By





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**Search Editor**

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All Words 

Exact Phrase 

e.g. 1606N020Q02

"Lancaster Fairfield Public Transit" 

### Federal Organizations

Enter Code or Name 



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Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24001236 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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

Revisions: 001

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LANCASTER PUBLIC TRANSIT  
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746 LAWRENCE ST  
LANCASTER, OH 43130

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-687-6858	740-681-5020	1325		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	5672	01/01/2024		JOB & FAMILY SERVICES
NOTES				

2024-2025 TRANSPORTATION

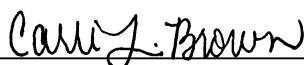
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: 2024-2025 TRANSPORTATION	1.0	EACH	\$1,022,005.28	\$1,022,005.28

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,022,005.28 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024



Auditor Fairfield County, OH

6/25/2024

Vendor Copy

Total Ext. Price	\$1,022,005.28
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$1,022,005.28**



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,  
Organization: **Lancaster Fairfield Public Transit**  
Date: **6/20/2024 9:57:12 AM**

This search produced the following list of **16** possible matches:

Name/Organization	Address
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth
Cleveland Academy of Math, Science and Technology	
Dolan, Leslie	8333 Bishopville Road
Flanagan, Richard	62769 Riggs Road
Gilliland, Scott	370 Westview
Landon III, Robert	1294 Montego Drive
Lang, Katherine	32 Front Street, Apartment 1
Langley, Carol	1677 Miami Trace Road SE
Langley, Carol	1677 Miami Trace Road SE
Moreland, Nellie	
Newland, John	3554 Georgina Ave
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ragland, Rhonda	3941 Valley Brook Dr. S.
Ragland, Rhonda	3941 Valley Brook Drive S.
Village of Rutland	

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

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

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

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

# ROUTING FORM FOR CONTRACTS

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

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

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

 Brand  D  n  ur  Budget Manager  
Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.

(Fairfield County Job and Family Services)

Approved as to form on 6/21/2024 8:51:40 AM by Steven Darnell,



Signature Page

Resolution No. 2024-06.25.j

A Resolution Authorizing the Approval of a Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to amend a previously approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division**

**WHEREAS**, this Agreement between The Ohio State University, and the Fairfield County CPS, is a collaborative effort for the project title of Enhancing Permanency in Children and Families (EPIC) Program, and

**WHEREAS**, The Ohio State University and County CPS will partner through the involvement of our personnel, resources related to providing evidence-based and evidence-informed services to children and families involved with the child welfare system, and participating fully in the evaluation of these efforts. We also commit to provide substance use screening of parents and trauma screening and assessment for parents and children who enter the child welfare system. This amendment is necessary as it allows for Year 2 Sub-Award Period of Performance, which is revised to be consistent with the Sub-Award Period of Performance start and end date as stated below, and

**WHEREAS**, this amendment is to allow the grantor the ability to reimburse Fairfield County Job and Family Services for invoices they received after the grant period closed,

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

---

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

---

**Section 1.** The Fairfield County Board of Commissioners hereby approves this Amendment between The Ohio State University and Fairfield County Job & Family Services, Child Protective Services Division.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## FDP Subaward Amendment

Pass-through Agreement

Amendment No

PTE/Prime Award No.

Subaward No

Pass-through Agreement

Amendment

Entity Name

Contact Email

Principal Investigator

Project Title

Cumulative Budget Period(s)

(Agreement Start Date)

(End Date of Latest Budget Period)

Amount Funded This Action

Total Amount Funded to Date

Start Date

End Date

Subrecipient Cost Share

Subject to FFATA

Subrecipient UEI

(Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

### Amendment(s) to Original Terms and Conditions

This amendment references the award agreement as follows:

**Additional Budget Period**

**No Cost Extension**

**Additional Funding**

**Deobligation**

**Carryover is**

**Carryover Authorized**

**Detailed Budget/Scope of Work/Notice of Award Attached** (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

**Other (See Below)**

*For clarity: all amounts stated in this amendment are in United States Dollars.*

**All other terms and conditions of this Subaward Agreement remain in full force and effect.**

Blanket Offered to PTE

Date

Blanket Offered to Amendment

Date

Page

Title

Page

Title



**A Contract regarding EPIC Amendment between Job and Family Services  
and**

Approved on 6/12/2024 5:16:12 PM by Heather O'Keefe, Deputy Director

Heather O'Keefe  
Deputy Director

---

Approved on 6/13/2024 3:30:29 PM by Corey Clark, Director of Fairfield County  
Job & Family Services

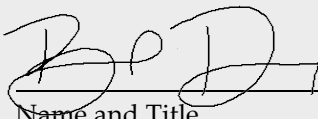
Corey Clark, Director  
Fairfield County Job & Family Services

# 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\_\_\_\_\_.



Budget Manager

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to amend a previously approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division

(Fairfield County Job and Family Services)

Approved as to form on 6/20/2024 2:11:47 PM by Austin Lines,

Signature Page

Resolution No. 2024-06.25.k

A Resolution to Amend a Previously Approved Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance**

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

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

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$3,000.00 is hereby authorized as follows:

From: 12201807, Contractual Services \$3,000.00

To: 12201807, Personal Services \$3,000.00

Prepared by: Morgan Fox, Fiscal Officer



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

Total Transfer of Appropriations \$3,000.00

From: 12201807, 541000, Utilities; \$3,000.00

To: 12201807, 511070, 01001, Salary, Shared; \$3,000.00

Signature Page

Resolution No. 2024-06.25.I

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2018, Public Assistance

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## **A Resolution to Approve the Fairfield County Analysis Of Impediments To Fair Housing Plan**

**WHEREAS**, the Community Development Block Grant (CDBG) Program requires the County to prepare an Analysis to Fair Housing Plan ("Plan"), update it annually, and provide a comprehensive update every five years; and

**WHEREAS**, the last comprehensive update to this Plan was in 2019; and

**WHEREAS**, the Fairfield County Regional Planning Commission has worked with the Fairfield County Housing Coalition to prepare this latest update; and

**WHEREAS**, on June 13, 2024 the Housing Coalition made a motion to approve the Plan; and

**WHEREAS**, the County Commissioners are required to sign the Plan prior to submitting it to the State; and

**WHEREAS**, the comprehensive update of the Plan must be submitted to the state no later than July 1, 2024.

---

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

---

**Section 1.** That the Board of Commissioners resolve to approve the 2024 Analysis of Impediments to Fair Housing Plan and authorizes its President to sign the Plan.

**Section 2.** This Board authorizes the Fairfield County Regional Planning Commission to submit this Plan to the Ohio Department of Development on or before July 1, 2024.

Prepared by: Holly Mattei  
cc: RPC

# ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING PLAN

FAIRFIELD  
COUNTY



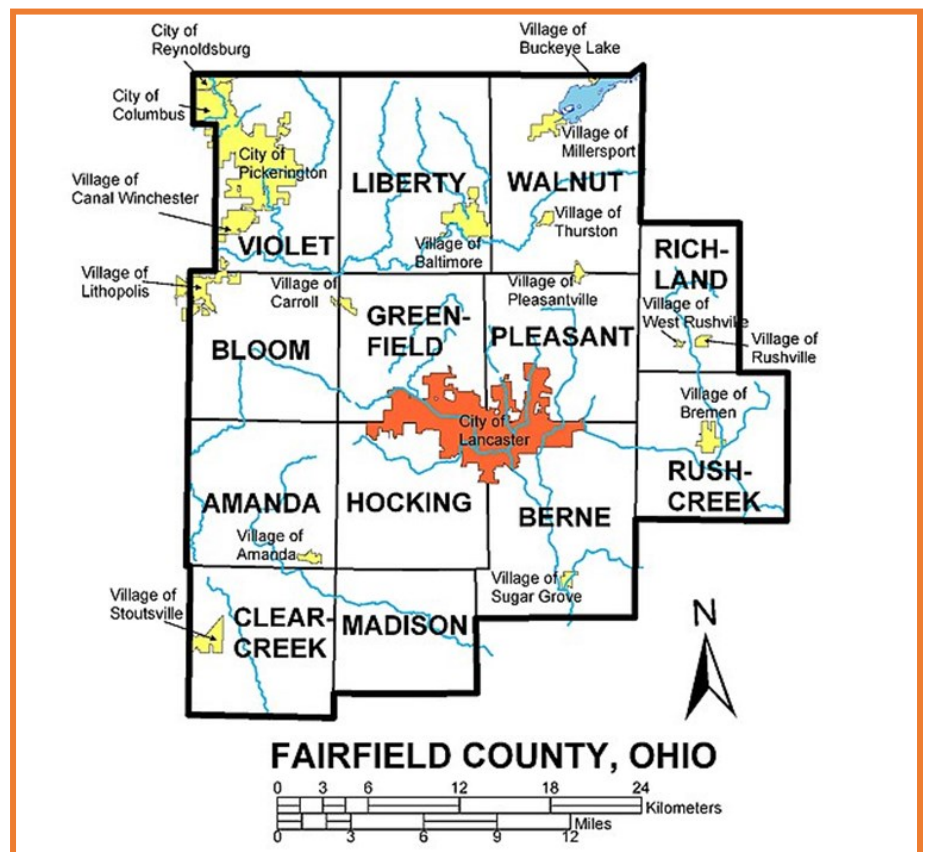
## INTRODUCTION

The Housing and Community Development Act of 1974, as amended requires that any jurisdiction receiving funds from the Community Development Block Grant (CDBG) or HOME program must actively promote fair housing. In adherence to this requirement, this plan has been developed for Fairfield County, excluding Lancaster, aimed to identify impediments for fair housing choice. Fair housing choice, defined as the equal availability of housing options for individuals with similar income levels, irrespective of race, color, religion, sex, disability, familial status, military status, or national origin, is a fundamental goal. This plan also serves to assist community leaders in finding areas where policies, procedures, and practices may need adjustments to affirmatively further fair housing.

Fairfield County is marked by its diverse characteristics. The northwestern part, including the City of Pickerington and Violet Township, is a suburban area near Columbus. Meanwhile, Lancaster, centrally located as the county seat and largest city, serves as the governmental, service, commercial, and employment center. As an "Entitlement" community, Lancaster receives federal housing funds directly from the U.S. Department of Housing and Urban Development (HUD), reporting fair housing requirements directly to HUD. This report, however, focuses on the "balance of county" outside the City of Lancaster, which receives funding from the State of Ohio's Department of Development (ODOD).

While the northwestern part is suburban, the southern, eastern, and southwestern portions of the county are distinctly rural, representing the edge of southeast Ohio's Appalachian region. The U.S. Route 33 corridor runs from the northwest around Lancaster to the southeast and is the major highway in the County. Fairfield County serves as the gateway to the popular Hocking Hills region, rich in natural features and attractions.

This Project is led by The Fairfield County Regional Planning Commission (RPC) to develop this Analysis of Impediments, guided by the Fairfield County Housing Coalition. Additionally, the 2024 update builds upon the 2019 analysis, incorporating findings and work plans from that period. The analysis's credibility is reinforced by the input gathered through stakeholder correspondence and interviews, additional information and data provision, and input from the Housing Coalition during its meetings in May and June of 2024. An online survey of residents was also conducted. A summary of these results can be found in "Public Participation" section.



## DEMOGRAPHIC DATA

As is typical of many counties located on the fringe of a growing metropolitan area, Fairfield County has witnessed significant, yet steady, recent growth. The population increased from 146,156 in 2010 to 158,921 in 2020, which is an 8.7% increase (U.S. Census Bureau, n.d.). Fairfield County has benefited from the steady population growth. According to the Fairfield County Comprehensive plan and the 2020 Annual Report of the Fairfield County Regional Planning Commission, the population in Fairfield County is expected to grow to 170,630 residents in 2030 and possibly up to 214,900 by 2050 as shown in Figure 1. (Fairfield County; Fairfield County Regional Planning Commission). In addition, even though Fairfield County's population has and will continue to grow, its rate has not been consistent, as shown in Figure 2. Since 2010, the rate the population has grown has slowed, from a 19.1% growth rate between 2000 and 2010 to a projected increase of 7.4% growth rate between 2020-2030. The Great Recession of 2008-2009 likely influenced this trend by affecting the housing market. However, the rate is expected to rise to a 15% increase between 2040-2050, likely due to the current and future economic development in Central Ohio, especially because of projects, such as Intel, that are in neighboring Licking County.

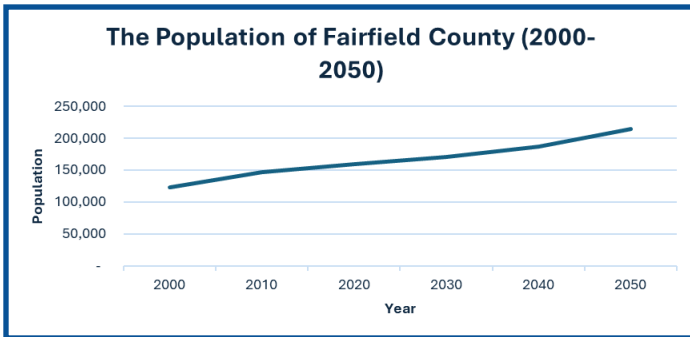


Figure 1

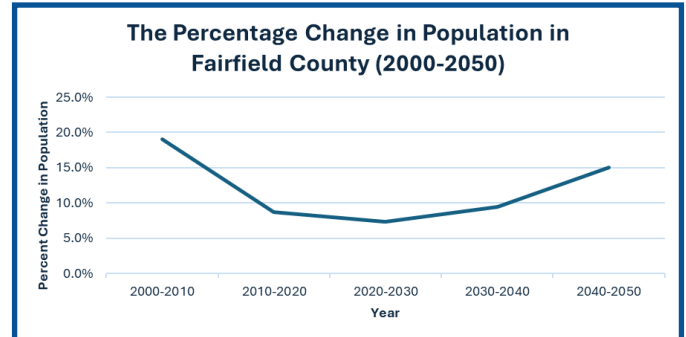


Figure 2

Research from ODOD projects that this growth trend will continue, putting a strain on the county's housing supply and potentially driving up housing values, thereby constraining affordability for those with low- and moderate-income. This matter is worsened through the number of housing permits in Central Ohio, which is not keeping up with the demand for residential construction to meet the growing population in recent years (Vogt Strategic Insights, II-2). The BIA has also stated that Fairfield County has "the need [to construct] between 843 and 947 housing units per year, or upwards of 9,470 units total to reach 71,000 units," by 2032 (Fairfield County, 35).

U.S. Route 33 bisects the County from northeast to southwest, providing highway access to Lancaster from Columbus, the I-70 and I-71 corridors, and the I-270 "beltway" around Columbus. This location within the Interstate and U.S. transportation systems has led to development pressure and demographic changes. As the northwest area, including Pickerington and Violet Township, continues to suburbanize, it is experiencing an increase in minority populations, more closely resembling the demographic characteristics of other Central Ohio suburban communities.

As of the 2020 Census, Fairfield County's population was 158,921. The racial makeup of the county was 131,676 white, 13,484 Black/African American, 3,093 Asian, 378 American Indian and Alaska Native, 35 Native Hawaiian and Other Pacific Islander, 8,630 of two or more races, and 1,625 of Some Other Race. Those of Hispanic or Latino ethnicity made up 4,021 of the population.

Per the 2022 ACS 5-Year Estimate there are a total of 58,723 households in Fairfield County. Of these households, 20,670 had children under the age of 18 living in the household, 32,848 were married

couples living together, 13,537 had a female householder with no husband present, and 12,425 of households were made up of individuals. The average household size was 2.64, and the average family size was 3.12. The median age was 39.6.

The largest communities within Fairfield County, as of the ACS 2022, were Violet Township with 46,095 residents (of which 23,094 live within the City of Pickerington), Lancaster with 40,556 residents, and a portion of the City of Columbus with 10,849 residents. The next six most populous subdivisions, in order, were Bloom Township, Canal Winchester, Liberty Township, Walnut Township, Pleasant Township, and Greenfield Township.

Fairfield County includes two larger cities (Lancaster and Pickerington), thirteen townships, and twelve smaller villages. Lancaster and Pickerington differ significantly, with Lancaster's median household income at less than half of that for the more suburban and affluent Pickerington. Median values of owner-occupied homes also diverge greatly among these communities, with higher values in the suburban growth area to the northwest and lower values in the smaller, more rural areas. These statistics have not changed much from the previous Housing Impediments Plan from 2019.

CHARACTERISTICS OF FAIRFIELD COUNTY MUNICIPALITIES						
Municipality	Population*	Median Age	Median Household Income	Housing Units	Median Value-Owner Occupied	% Occupied Units Rented
Fairfield Co	158,921	39.6	\$ 82,486	64,207	\$ 279,400	26.8%
Amanda	673	39.3	\$ 47,313	319	\$ 122,300	30.2%
Baltimore	2,981	33.4	\$ 55,121	1,316	\$ 180,900	55.1%
Bremen	1,479	36.5	\$ 69,583	648	\$ 142,300	22.9%
Carroll	501	46.7	\$ 63,235	196	\$ 192,000	33.3%
Lancaster	40,556	38.4	\$ 52,638	18,404	\$ 163,800	42.6%
Lithopolis	2,134	34.2	\$ 103,315	842	\$ 289,900	13.0%
Millersport	978	43.9	\$ 69,063	474	\$ 216,300	22.1%
Pickerington	23,094	35.1	\$ 114,573	8,409	\$ 286,200	20.4%
Pleasantville	934	39.6	\$ 53,750	296	\$ 140,600	36.1%
Rushville	304	41	\$ 67,723	130	\$ 160,800	14.8%
Stoutsville	579	31.8	\$ 64,688	241	\$ 170,600	11.9%
Sugar Grove	429	40.5	\$ 64,167	157	\$ 168,300	20.3%
Thurston	603	36.5	\$ 45,833	217	\$ 138,300	31.6%
W. Rushville	166	20.6	\$ 59,444	72	\$ 176,900	36.1%

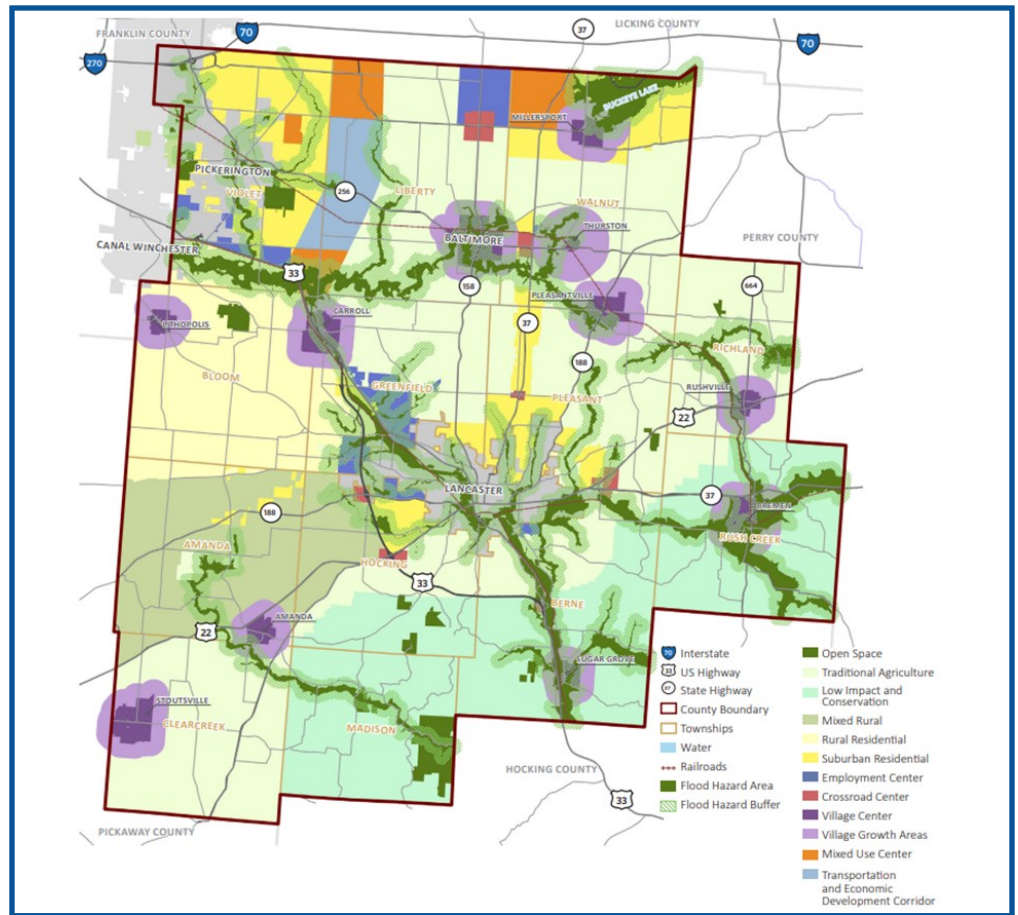
\*Population is from 2020 Census

TABLE 1 (2022 5-Year Estimates)

Existing residential areas and opportunities are dispersed and, aside from the urban areas of Lancaster and Pickerington/Violet Township, are somewhat decentralized throughout the county's townships and smaller incorporated villages, most notably north of Lancaster. Aside from Lancaster, the northwest is the most populous area of the county, with Pickerington, Violet Township, Canal Winchester, and Columbus in close proximity. Residential areas in this portion of the county are predominately suburban. Most employment centers are south of Pickerington and northwest of Lancaster along the US 33 corridor. The following map depicts a future land use map of Fairfield County from the county's 2024 Comprehensive Plan, where it is recommended that future development be clustered around the villages. This is to bring future housing units and businesses close to each other and reduce sprawl.

## Minority Population

The following information compares countywide and state data with that of the two cities: Lancaster and Pickerington. Overall, the Black/African American population makes up 8.5% of the County's Population. Of this demographic, around half of the County's Black/African American population (51.2%) reside in Violet Township (including Pickerington). The Asian population makes up 1.9% of the County's population. Of this demographic, around half of the County's Asian (50.8%) also live in Violet Township (including Pickerington). Residents of Hispanic or Latino heritage total 2.5% of the County. Of them, 19.5% of those with Hispanic of Latino heritage live in Lancaster and 42.9% live in Violet Township (including Pickerington). Therefore, the minority populations are somewhat concentrated in a few specific areas of the County.



Map 2

Additional work was needed in developing methods to address those with Limited English Proficiency in reaching them with fair housing and housing accessibility information. This is an area where action steps can be taken, including making housing information materials available in Spanish. Partnerships or arrangements should also be made to provide access to interpreters who can converse in Spanish, through the Ohio Hispanic Coalition, and also with the Deaf Services Center for those with a hearing disability.

Additional work was needed in developing methods to address those with Limited English Proficiency in reaching them with fair housing and housing accessibility information. This is an area where action steps can be taken, including making housing information materials available in Spanish. Partnerships or arrangements should also be made to provide access to interpreters who can converse in Spanish, through the Ohio Hispanic Coalition, and also with the Deaf Services Center for those with a hearing disability.

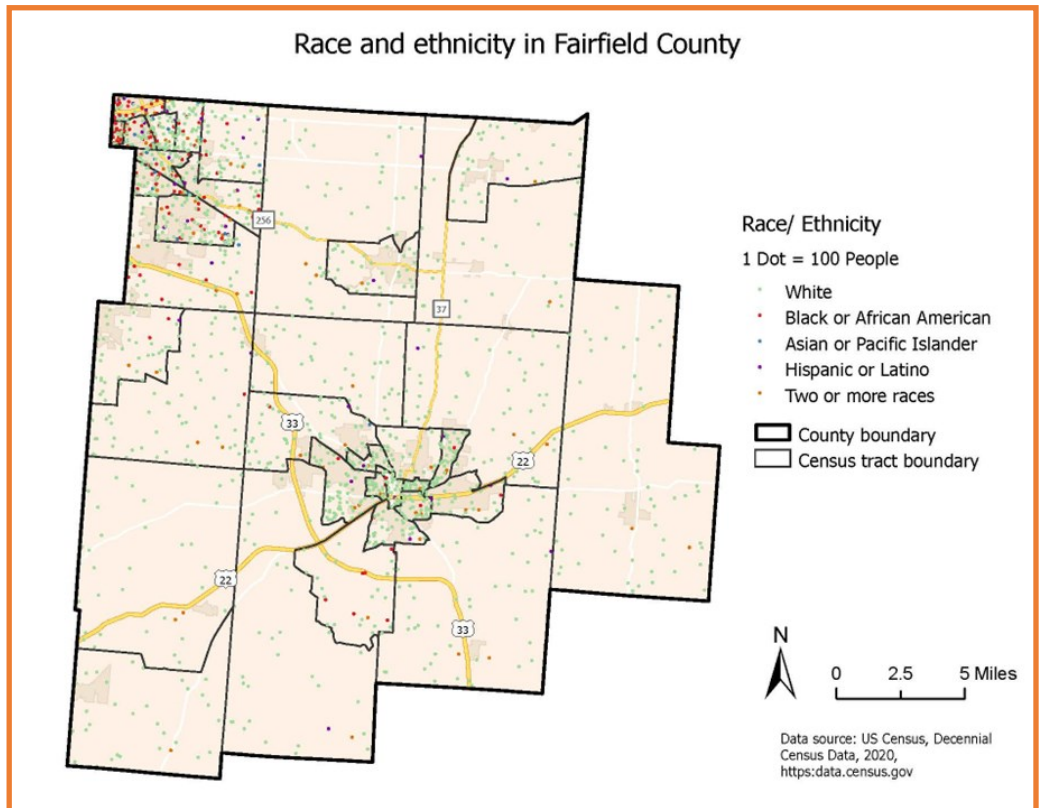
2020 Census	Ohio		Fairfield County		Lancaster		Violet Township (Including Pickerington)	
	#	%	#	%	#	%	#	%
<b>Total Population</b>	<b>11,799,448</b>	<b>100.0%</b>	<b>158,921</b>	<b>100.0%</b>	<b>40,552</b>	<b>100.0%</b>	<b>45,785</b>	<b>100.0%</b>
White	9,080,688	77.0%	131,676	82.9%	36,978	91.2%	33,521	73.2%
Black/AA	1,478,781	12.5%	13,484	8.5%	817	2.0%	6,908	15.1%
American Indian	30,720	0.3%	378	0.2%	103	0.3%	126	0.3%
Asian	298,509	2.5%	3,093	1.9%	244	0.6%	1,571	3.4%
Native Hawaiian	5,034	0.0%	35	0.0%	5	0.0%	13	0.0%
Two or More Races	681,372	5.8%	8,630	5.4%	2,077	5.1%	3,043	6.6%
Some Other Race	224,344	1.9%	1,625	1.0%	305	0.8%	603	1.3%
Hispanic/Latino	521,308	4.4%	4,021	2.5%	784	1.9%	1,726	3.8%

Table 2



## Race/ Ethnicity Trends

Map 3 shows the dispersion of minority populations in the County suggests a diverse geographical distribution, with varying concentrations across different municipalities. While the municipalities of Lancaster and Pickerington exhibit noticeable minority concentrations, other areas in the County appear to have a more evenly distributed demographic landscape. Furthermore, the northwestern part of the County and its proximity to Columbus also show an increased presence of minority populations, possibly



Map 3

influenced by factors such as urbanization and economic opportunities in the nearby metropolitan area. Understanding these demographic patterns is essential for policymakers, as it can inform decisions related to resource allocation, community development, and identifying barriers to upward mobility. The observed trends in minority concentrations may be reflective of historical settlement patterns, socio-economic factors, or the availability of housing, amenities, and services in different parts of the County.

2022 ACS 5-Year Estimate	Ohio	Fairfield Co.	Lancaster	Violet Township (including Pickerington)
<b>Total Pop.*</b>	<b>11,799,448</b>	<b>158,921</b>	<b>40,552</b>	<b>45,785</b>
65-74	1,225,285	15,123	3,830	3,536
75-84	717,284	7,764	2,430	1,777
85+	249,294	2,948	1,215	596
65+	2,191,863	25,835	7,475	5,909
%65+	18.6%	16.3%	18.4%	12.9%
Median Age	39.6	39.5	38.4	37.9

\*Total Population from 2020 Census

## Elderly Population

There are around 25 nursing homes and assisted living facilities in and around Fairfield County. The 2022 American Community Survey (5 Year Estimate) found Fairfield County's population aged 65 and over comprised 16.2% of the total population (for Ohio, the proportion is 17.6%). This percentage varies, with a higher percentage

Table 3

concentrated in Lancaster, and a notably smaller one in Violet Township (Including Pickerington). The County's median age, at 39.5, is very close to the state median of 39.6. The overall picture for Fairfield County is of an elderly population of over 25,000 people, nearly seven in ten (71.1%) reside outside the city of Lancaster.

## Disabled Population

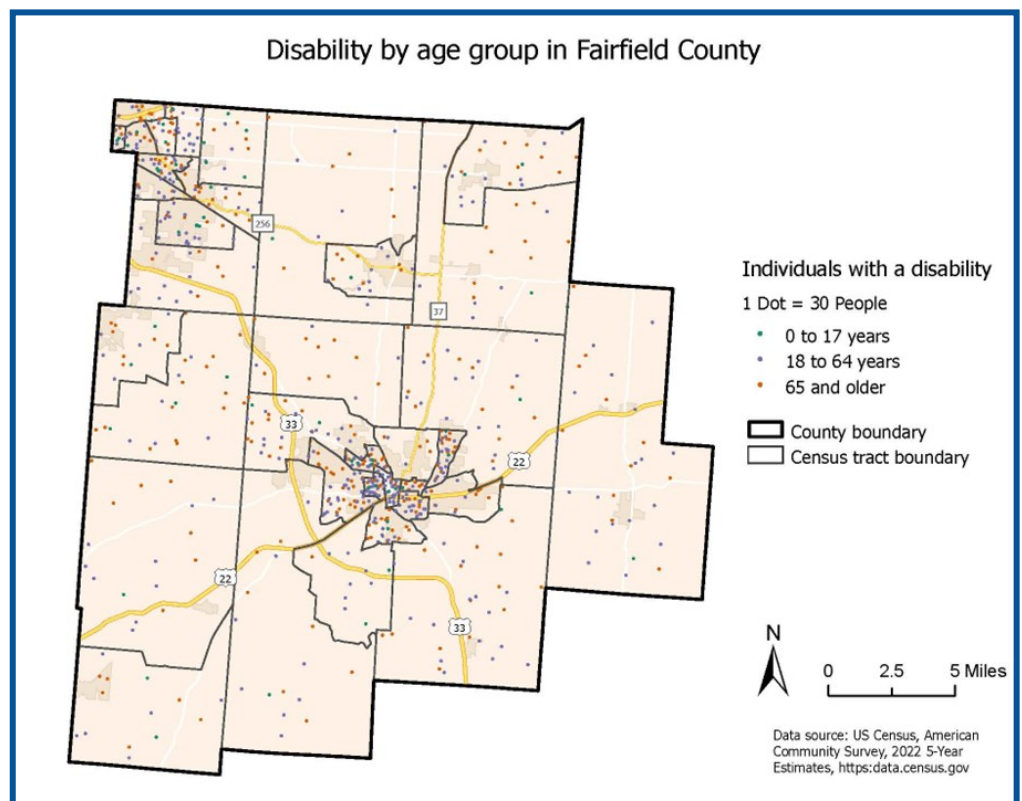
The American Community Survey includes data regarding the disabled population of any surveyed geographic area. Because an individual can have more than one disability, the total number of disabled persons is less than the total of the persons having each of the specific listed disabilities. The total number identifies some 22,234 disabled persons county-wide or 14.0% of its total population. Several of the above subcategories, such as ambulatory, self-care, and independent living difficulties, have implications regarding the need for housing which can accommodate the challenges and barriers, including mobility issues, which accompany these disabilities. In addition, most of these subcategories have at least half of residents within the 65+ age range.

2022 ACS 5-Year Estimate	Ohio		Fairfield County		Lancaster		Violet Township (Including Pickerington)	
	#	%	#	%	#	%	#	%
<b>Total Population*</b>	<b>11,799,448</b>	<b>100.0%</b>	<b>158,921</b>	<b>100.0%</b>	<b>40,552</b>	<b>100.0%</b>	<b>45,785</b>	<b>100.0%</b>
Total with a Disability	1,635,891	13.9%	22,234	14.0%	8,142	20.1%	4,750	10.4%
Hearing Disability	431,123	3.7%	6,312	4.0%	2,081	5.1%	1,387	3.0%
65+	269,974	2.3%	3,619	2.3%	1,265	3.1%	884	1.9%
Vision Difficulty	274,624	2.3%	3,800	2.4%	1,196	2.9%	883	1.9%
65+	114,263	1.0%	1,724	1.1%	554	1.4%	318	0.7%
Cognitive Difficulty	649,524	5.5%	8,900	5.6%	3,661	9.0%	2,031	4.4%
65+	150,715	1.3%	2,058	1.3%	761	1.9%	390	0.9%
Ambulatory Difficulty	796,662	6.8%	10,729	6.8%	3,803	9.4%	1,849	4.0%
65+	416,060	3.5%	6,205	3.9%	2,203	5.4%	1,125	2.5%
Self-Care Difficulty	283,009	2.4%	3,588	2.3%	1,042	2.6%	729	1.6%
65+	133,038	1.1%	1,820	1.1%	673	1.7%	420	0.9%
Independent Living Difficulty	554,061	4.7%	7,402	4.7%	3,018	7.4%	1,392	3.0%
65+	257,977	2.2%	3,533	2.2%	1,380	3.4%	689	1.5%

\*Total Population from 2020 Census

Table 4

Most residents with disabilities in Fairfield County are within the center of Lancaster, where most of these residents are between the ages 18-64. In addition, a greater portion of Lancaster residents have at least one disability when compared to the rates of Fairfield County and Ohio, whereas Violet Township (Including Pickerington) has a smaller rate when compared to the larger groups. Residents with disabilities that live within the rural areas of the County are more likely to be over 65.



Map 4

Several stakeholders in past analysis expressed a concern with the lack of accessible units that were available to the disabled population. Low-income disabled families struggle to not only locate housing, but then to maintain their housing. In many cases, their only income source is SSI. Also, sometimes landlords do not distinguish between a service animal and a pet. Continued education is needed on this matter. In addition, arranging discussions and plans with the Ohio Department of Development Disabilities (DODD), including its regional branch (the Fairfield County Board of Developmental Disabilities), can be useful for Fairfield County, especially regarding increasing services for people with disabilities in the more rural areas of the County. In addition, Fairfield County can also work with non-profit organizations such as the Fairfield Center for Independence, where the County can help expand their services providing assistance and accessibility to disabled residents.

## **Income and Poverty**

Across Fairfield County, 13,579 residents (8.7%) live below the poverty line, which is a lower rate than Ohio (13.3%). Within Fairfield County, 6,068 (44.7%) of residents in poverty live in Lancaster, which makes the city's poverty rate (15.4%) slightly higher than Ohio's rate.

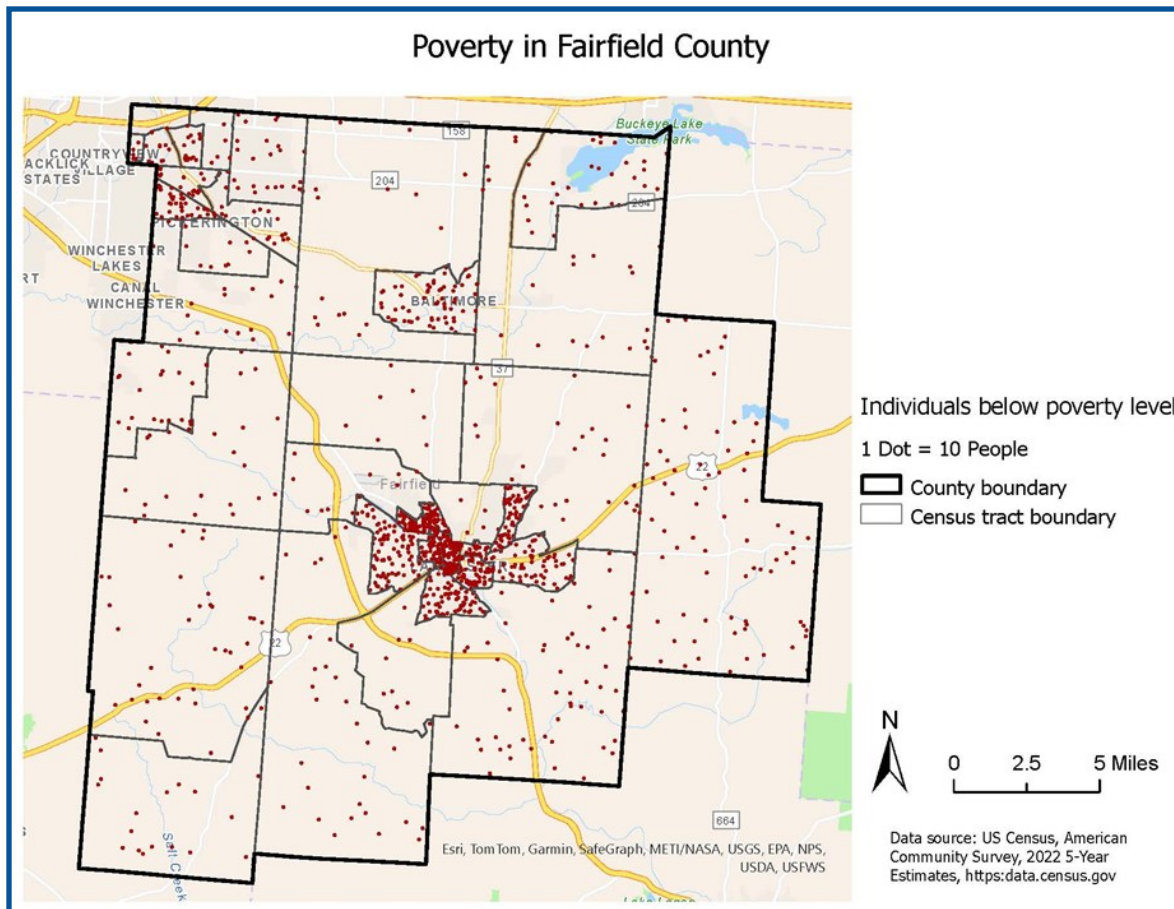
Poverty rates are generally higher among minority groups than the white population in Fairfield County. The one exception to this trend is the "Two or More Races" population, where the poverty rates within Fairfield County are lower than statewide rates. As shown in Map 5, poverty is concentrated within Lancaster with residents identifying as African American, American Indian and Asian having the highest concentrations within Lancaster. Residents living in poverty across the county are of various descents as shown in Table 5.

<b>2022 ACS 5-Year Estimate</b>	<b>Ohio</b>	<b>Fairfield Co.</b>	<b>Lancaster</b>	<b>Violet Township (including Pickerington)</b>
Median Household Income	\$ 66,990	\$ 82,969	\$ 52,716	\$ 118,474
Median Family Income	\$ 86,508	\$ 101,069	\$ 72,500	\$ 129,632
Per Capita Income	\$ 90,958	\$ 102,535	\$ 71,154	\$ 137,231
# Individuals in Poverty	1,526,507	13,579	6,068	2,334
% Individuals in Poverty	13.3%	8.7%	15.4%	5.1%
<b>% Individuals in Poverty by Race</b>	<b>Ohio</b>	<b>Fairfield Co.</b>	<b>Lancaster</b>	<b>Violet Township (including Pickerington)</b>
White	10.5%	8.4%	15.3%	3.4%
Black/AA	27.3%	12.0%	29.4%	12.9%
American Indian	26.1%	14.1%	100.0%	0.0%
Asian	11.3%	5.0%	64.9%	0.5%
Native Hawaiian	35.2%	65.7%	0.0%	0.0%
Two or More Races	20.8%	5.9%	8.1%	3.8%
Some Other Race	24.0%	21.0%	6.4%	14.9%
Hispanic/Latino	22.5%	13.8%	10.1%	7.8%

Table 5

## Demographics and Poverty

The following map depicts the varying degrees of poverty, with darker shaded areas showing a higher index (percentage) of poverty.



Map 5

## EMPLOYMENT

The ACS 2022 5-Year Estimate found that of the workforce aged 16 years and over county-wide, totaling 78,317, 44.9% worked inside Fairfield County, and 54.6% worked outside the County. Of Lancaster's resident workforce of 18,558, 60.2% worked inside Fairfield County while 38.9% commuted outside of the County. Violet Township (Including Pickerington) has a reversed ratio, where 35.0%

residents work inside the County while 64.4% work outside. Extensive economic development projects throughout the Columbus

2022 ACS 5-Year Estimate	Ohio	Fairfield Co.	Lancaster	Violet Township (Including Pickerington)
Civilians employed population 16 years and over	5,686,919	78,317	18,558	23,669
Inside County of Residence	70.9%	44.9%	60.2%	35.0%
Outside County of Residence	26.5%	54.6%	38.9%	64.4%

Table 6

Metropolitan Area in recent years likely explains the significant number of Fairfield County residents who work outside of the County.

Major employment generators inside Fairfield County include institutions such as school districts, which are dispersed throughout the county, the Fairfield Medical Center (the County's largest employer), and a correctional institution in Lancaster, as well as county offices, which are concentrated in Lancaster, the county seat. Many of the largest employers are located in Lancaster, including Claypool Electric, Google, Magna, Mid-West Fabricating Co., and TreeHouse.<sup>1</sup> Still, some notable employers exist in outlying communities such as Canal Winchester (NIFCO, Diley Ridge Medical Center), Bremen (Worthington Industries), Amanda (Midwest Fabricating), Baltimore (Ohio Paperboard), and Carroll (Bobby Layman).

The US 33 Alliance is a group of public and private entities dedicated to promoting economic development in Fairfield County, providing services and information to attract businesses and employees to the County. Example efforts include Career Readiness Programs (such as summer camps for students and information newsletters) and assistance in finding labor and incentives.

## **PUBLIC PARTICIPATION**

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### **Introduction**

From April 23 to June 3, 2024, Fairfield County conducted a survey for residents to identify any impediments to fair housing choice, meaning that residents of same income levels have a similar choice of housing regardless of their race, color, national origin, religion, gender, familial status, disability, and military status (in Ohio). Residents who could not obtain access to the internet were given the opportunity to complete a paper copy of the survey. Various social service agencies promoted this survey with their clients and assisted them with completing hard copies of the survey. Fairfield County manually entered the data from the hard copies to ensure these responses were included in the data analysis. At the end of the survey period, Fairfield County received responses from 116 individuals.

### **Survey - Demographics**

Around half of the respondents are resident homeowners, while a fifth are resident renters. Another fifth listed themselves as "other," while a handful are service providers.

Most respondents are middle-aged, either between the ages of 35-49 or 50-64. Less than one-tenth of the respondents were between the ages of 64-80, and no respondent was over the age of 80. When considering the demographics of Fairfield County, the survey results are under-representative toward senior residents, especially those over the age of 80.

An overwhelming majority of the respondents (nine-tenths) identify as white, with only a handful identifying with another race. Of these, American Indian or Alaska Native received the most responses at three. The respondents' demographics are over-representative toward residents who identify as white when compared to Fairfield County as a whole, which is closer to four-fifths of the population. The nonwhite population appears to be underrepresented in this survey.

Most respondents live with at least one other person, while only one-fifth of the respondents live alone. About a third of the respondents live with one other person, while another third live with three or more other persons.

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<sup>1</sup> [Fairfield County Demographic, Workforce & Education Data | Columbus Region](#)

The annual household income (of all family members) among the respondents is spread-out. Most notably, one-fifth of the respondents have an annual household income of less than \$15,000. When compared to Fairfield County overall, the under \$15,000 per year group may be over-representative among the respondents. However, many service providers assisted with the promotion of the survey to their clients who fall within this demographic, because it is important to reach out and listen to the most vulnerable in our community. In addition, the other respondents' annual household incomes match Fairfield County overall, where the median income is \$82,969 (ACS 2022 5-Year).

About half of the respondents are married, with this half being evenly divided between partners with and without children under the age of 18 living at home. Single or separated adults, with and without children under the age of 18 living at home, are one-fifth of the respondents. The remaining 30% chose "other." The majority of the respondents who chose "other" indicated they were homeless. This question should be revised in future surveys to provide a "homeless" option to better represent this population.

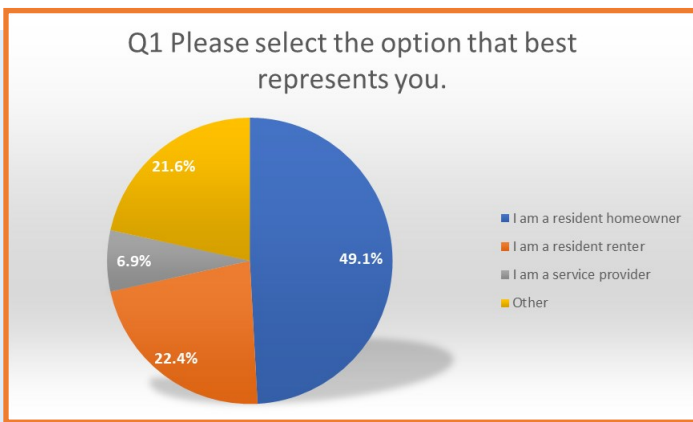


Figure 3

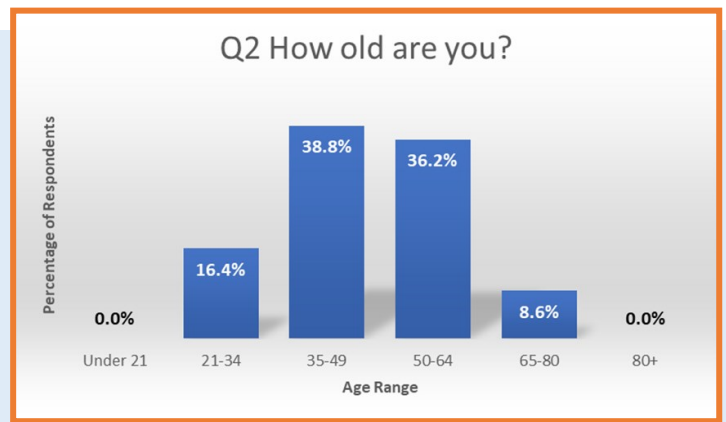


Figure 4

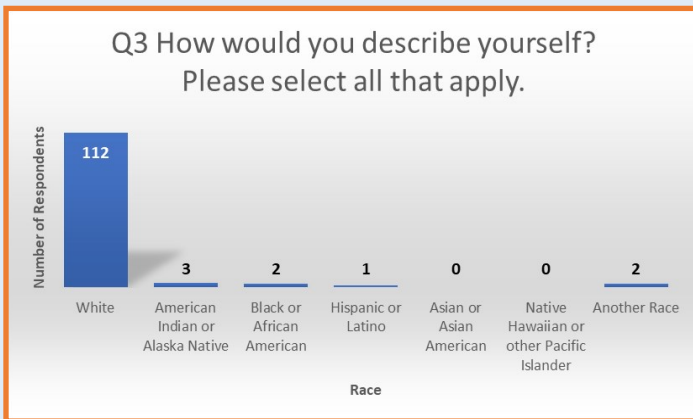


Figure 5

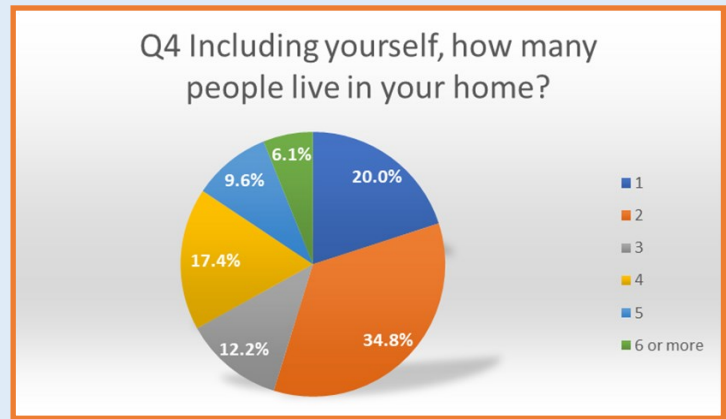


Figure 6

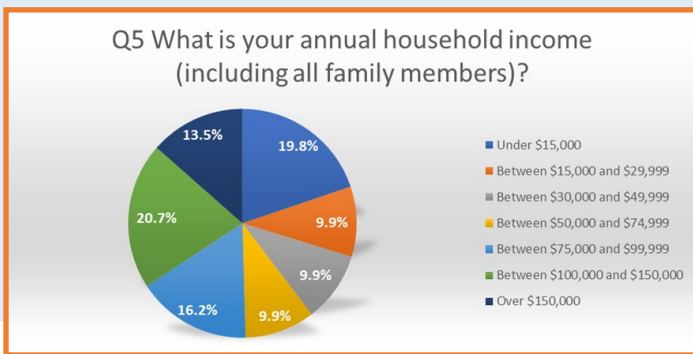


Figure 7

6/25/2024

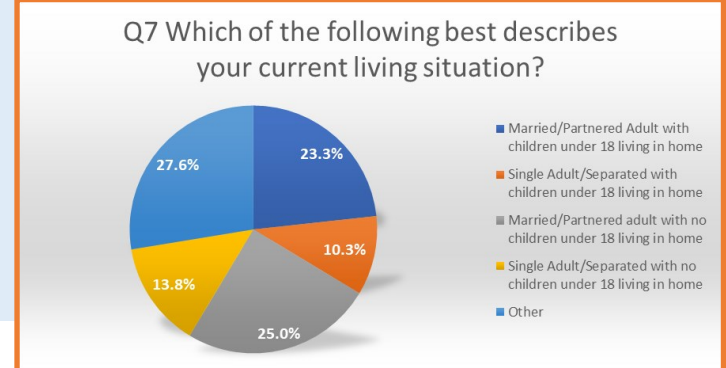


Figure 8

**Survey – Housing Aid and Conditions**

Only a tenth of the respondents currently receive Federal or State monetary assistance (such as TANF, rental assistance). Given the yearly income statistics, with nearly 20% living with an annual household income of less than \$15,000, this shows that there may be a sizable portion of the respondents who may qualify for assistance but are not receiving any aid.

Around half of the respondents rate their current living conditions as a 5, meaning totally adequate. Around a tenth of the respondents rated their current living conditions as a 1, meaning totally inadequate. Most of the remaining respondents counted their living conditions as either a 4 or 3, with only a handful selecting a 2 for their rating.

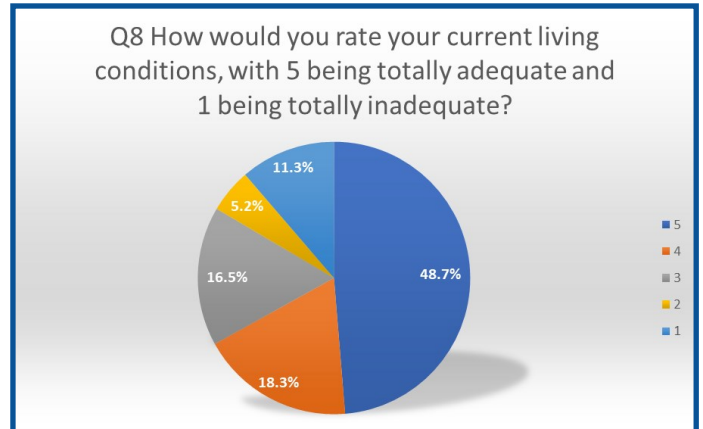
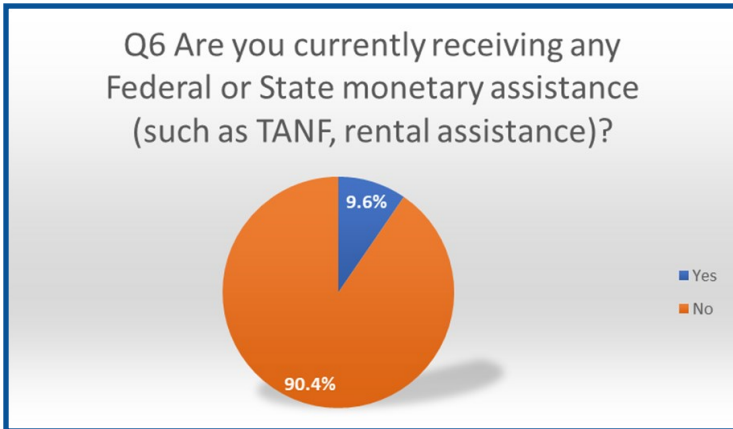


Figure 9

Figure 10

**Survey – Housing Discrimination**

The federal Fair Housing Act prohibits discrimination in the sale, rental, and financing of housing based on race, color, national origin, religion, sex, familial status, and disability. Of these housing discrimination types, respondents chose disability as the most prevalent factor in housing discrimination in the Fairfield County region. However, the choice respondents selected the most was “other,” albeit surpassing disability by only two responses. Of the “other” responses, a recurrent theme involved economic and financial status, which are not protected classes. As non-white respondents were under-represented in the survey when compared to the County’s overall demographics, we recommend that in the future County and service providers should try to target these populations when obtaining survey results to better understand their perspectives on these pressing matters.

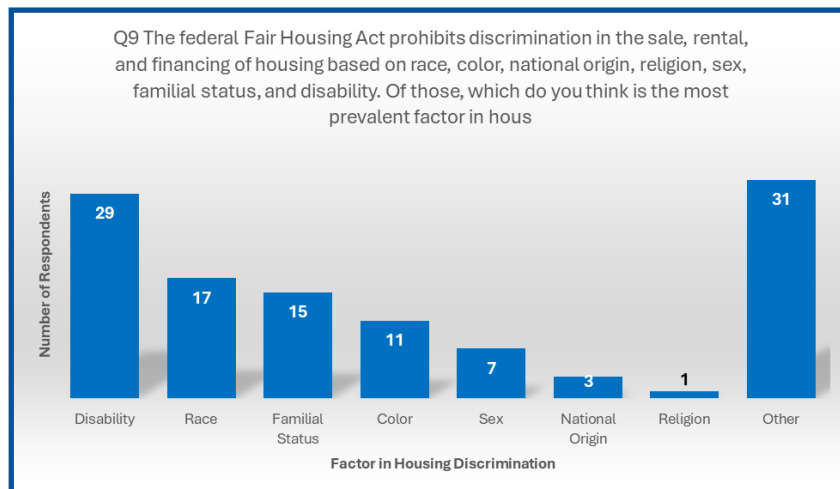


Figure 11

Most of the respondents believe they have average knowledge of housing discrimination laws. Most of the respondents have not, nor do not know someone who has faced housing discrimination. Among the respondents who have faced or know someone who has faced housing discrimination, renting an apartment is the most common discrimination area, followed by obtaining reasonable accommodations for a disability and buying a home. Only five of these respondents reported discrimination. The lack of reporting could be due to several factors, most likely a combination of the respondents not having a full understanding the resources available to assist with the potential discrimination or having the proof to report that discrimination took place. Fairfield County should work to find ways to increase residents' knowledge on fair housing laws and the resources available to assist residents with potential discrimination claims.

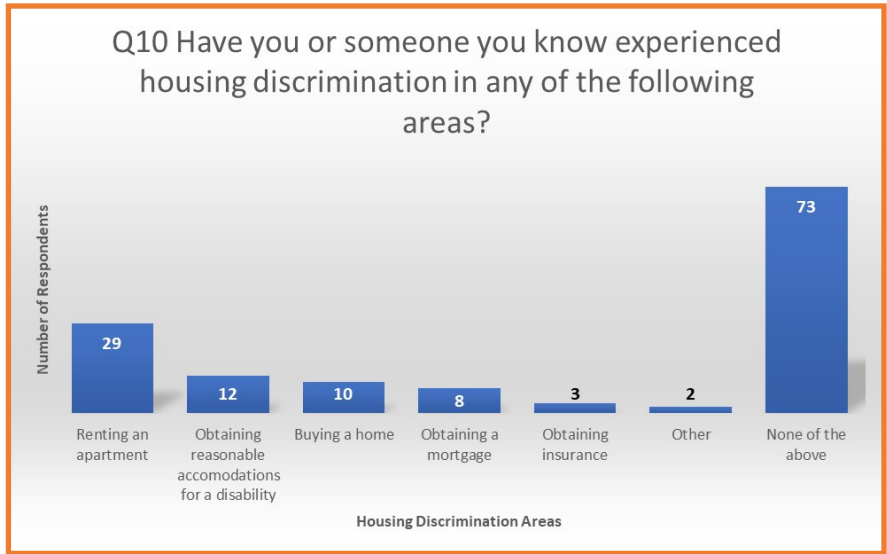


Figure 12

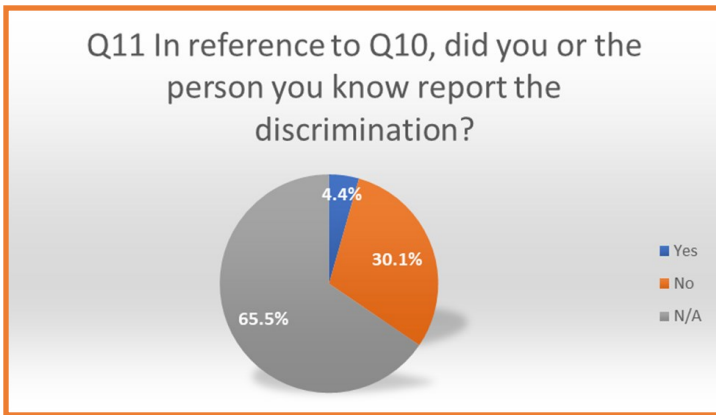


Figure 13

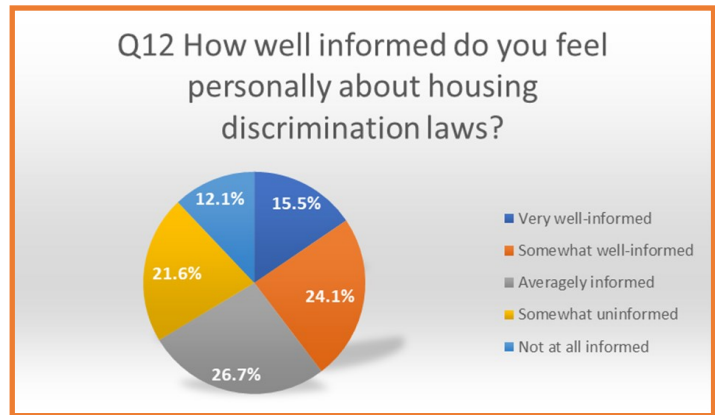


Figure 14

### **Survey – Challenges and Issues**

The final section of the survey asked the respondents if they, or someone they know, have faced any housing-related challenges and for the top three housing issues that deserve the most attention. "Housing is too expensive," followed by "I wanted to buy a home but can't afford it," are the most common housing-related challenges among the respondents and the people they know. Challenges regarding having poor credit, finding a landlord that would rent to them, homelessness, and not finding adequate shelter are also common challenges.

Affordable rental housing is the top issue that the respondents believe deserves the most attention. Other prominent issues include affordable home ownership, temporary housing, and rental assistance. Foreclosure prevention, lead and other toxins, and "other" are the issues that the respondents believe are the least pressing. The responses to these questions demonstrate that homelessness and the cost of housing are the most significant housing-related challenges and issues for Fairfield County.





Figure 15

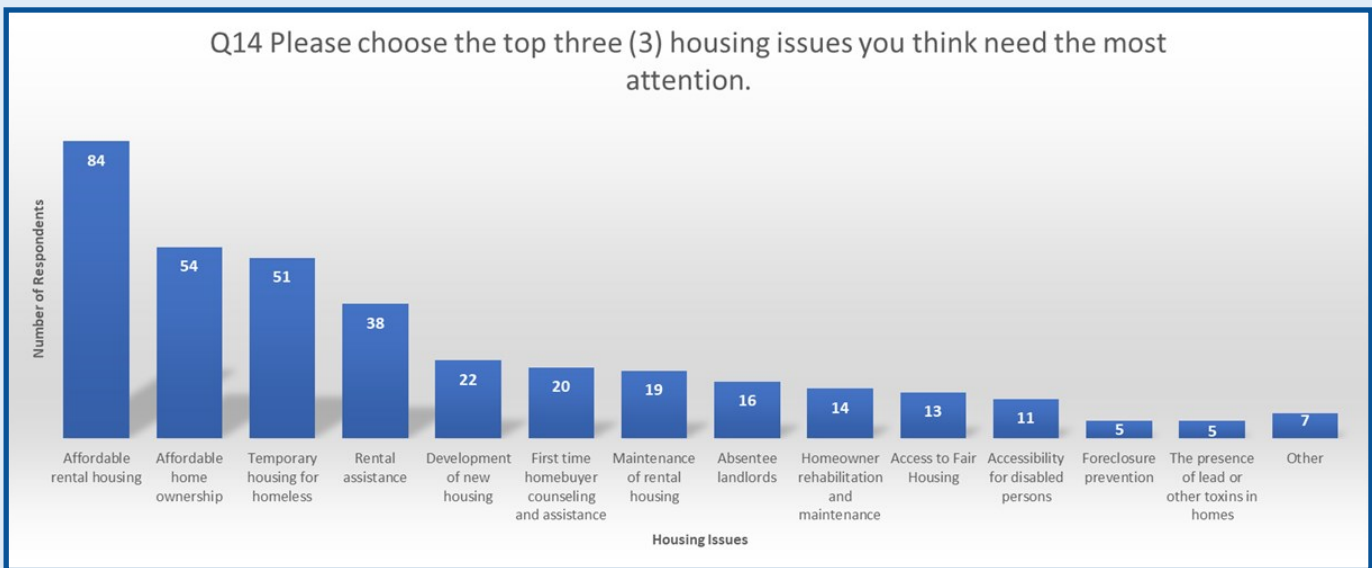


Figure 16

**Survey Conclusion**

The purpose of this survey is to identify any impediments to fair housing choice, meaning that residents of same income levels have a similar choice of housing regardless of their race, color, national origin, religion, gender, familial status, disability, and military status (in Ohio). This survey identifies housing affordability, both rental and ownership, as a prominent challenge for residents in Fairfield County across all populations, not just the protected classes. Housing affordability remains a challenge not only in Fairfield County but across the Columbus region. The solution to increase affordable housing is being deliberated across local, regional and state platforms.

Fairfield County should ensure that residents have a fair choice of housing as new housing becomes available. This survey illustrates that most respondents believe they have an average knowledge of the fair housing laws. On the flip side, when respondents either experience housing discrimination themselves or know someone who is faced with potential housing discrimination, the cases aren't being reported. Further investigation should be completed to help understand the disconnect between the perception of discrimination and the reporting of it.

This survey shows that disability is the most notable area of potential discrimination. Fairfield County should continue to work with the Housing Coalition, SOCIL, and other organizations that assist the disabled population to help residents better understand their rights to fair housing choice.

It also appears that the non-white population may be underrepresented in this survey. Further surveys should be conducted and targeted toward the non-white population to better understand any potential housing discrimination due to race.

## HOUSING CHARACTERISTICS

The following table presents a summary of the countywide housing stock, with data broken out, where possible, for Lancaster and the remainder of the county.

2022 ACS 5-Year Estimate	Ohio		Fairfield Co.		Lancaster		Violet Township (Including Pickerington)	
TOTAL UNITS	5,251,209	100.0%	62,743	100.0%	18,422	100.0%	16,306	100.0%
Vacant	461,801	8.8%	4,020	6.4%	1,628	8.8%	826	5.1%
Median Rooms	5.9		6.4		5.5		7.7	
Owner occupied units	3,200,314	60.9%	43,974	70.1%	9,644	52.4%	12,933	79.3%
Renter occupied units	1,589,094	30.3%	14,749	23.5%	7,150	38.8%	2,547	15.6%
Average household size - owner	2.52		2.8		2.5		3	
Average household size - renter	2.15		2.3		2.2		2.6	
Median Value, Owner occ.	\$183,300		\$247,800		163,900		\$297,800	
Paying 35% or more for housing costs	409,522	24.3%	5,743	23.6%	1,313	25.0%	1,325	18.7%
Median gross rent	\$945		\$1,042		\$950		\$1,528	
Paying 35% or more for gross rent	530,325	36.1%	5,276	38.3%	2,698	39.9%	1,150	46.0%

Table 7

For the County as a whole, vacancy rates are somewhat lower than the statewide figure, and housing size (as determined by the median number of rooms) is slightly larger on average than statewide. The vacancy rate for Lancaster is about equal to the state's rate, while the rate for Violet Township (Including Pickerington) is much lower. In addition, the median number of rooms for a unit in Violet Township (Including Pickerington) is much higher than the median throughout the County.

Lancaster has a greater percentage of rental units than the state, and a much greater percentage than Fairfield County as a whole. Violet Township has the lower rate of rental units. The median cost of an owner-occupied house, on average, is higher in Fairfield County and Violet Township (Including Pickerington) than it is statewide, though it is lower in Lancaster.

Fairfield County's and Lancaster's rate of homeowners and renters paying 35% or more for housing costs is similar to the statewide and County rate. Violet Township (Including Pickerington) has a lower rate of homeowners paying for 35% or more for their unit, but the corresponding rate for renters is higher. The median gross rent in Lancaster and Fairfield County is also closer to the state's median than the higher cost of Violet Township's rent.

## SALE OF HOUSING

No evidence of discrimination in the sale of housing was found for the 2019 plan or for this updated analysis. However, the resident survey for the 2019 plan produced isolated incidents alleging possible discrimination.

An official of the Lancaster Board of Realtors, which covers all of Fairfield County among others, was not aware of any discriminatory practices when inquired for the 2019 plan. The Board of Realtors assists county Realtors in fulfilling their continuing education requirements by providing training and educational programming for credit on topics including Fair Housing. The official was

asked where, throughout the county, a first time or lower income homebuyer could find an affordable property, and she suggested that affordable properties could be found throughout Fairfield County, with the possible exception of much of the Pickerington/Violet Township area, where development pressures have driven housing prices (and property taxes) upward.

Regional Planning staff reviewed all restrictive covenants and deeds between June 1, 2019, and May 30, 2024, for this update, and found some questionable restrictions that could exclude a sale to, or occupancy by, a particular group of potential buyers or renters based on membership in a protected class. These covenants involve lot sizes and other matters that could have a desperate impact on protected classes.

There have been no records of incidents of negative community attitudes regarding moves of minority households into previously non-minority neighborhoods, nor are there incidents of racial steering or illegal manipulation of the marketplace. There is no knowledge of any real estate company refusing to accept listings or show homes outside of a niche market.

## **ADVERTISING**

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This analysis focused on a review of internet advertisements for local real estate and rental housing because this is now the primary method for renters to find available units. This review found a couple of examples of exclusionary or discriminatory language in the advertising toward renters based on membership in a protected class, notably for persons with disabilities. The RPC will be following up with those placing the ads to ensure that they are aware of the fair housing laws.

The Internet has become an increasingly popular way to advertise rental unit availability. It is more difficult to monitor these advertisements and web sites. As stated in both the 2016 and 2019 analyses, Fairfield County should continue to increase its efforts to monitor these Internet-based advertisements.

## **AFFIRMATIVE MARKETING**

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As reported in 2019, developers have attempted to reach those persons least likely to apply for their housing through coordination with the Fairfield Metropolitan Housing Authority (FMHA), which makes applicants aware of available housing developments and developers/landlords. Developers also typically market their properties on the Internet, and through the Housing Locator website provided by the Ohio Housing Finance Agency (OHFA). Many of the developments include in their public relations, publicity, and advertising, statements that they offer barrier-free housing for those with disabilities. County officials are not aware of any Community Development Corporations in the county with rental or residential properties.

## **INSURANCE**

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The County is not aware of any age restrictions, exclusionary insurance policies that would avoid coverage within specific neighborhoods, policies that prohibit the writing of replacement or guaranteed replacement cost coverage for homes with market values that fall below the estimated cost to replace the home, or difficulties for low to moderate income residents to obtain reasonable insurance coverage.

## HOUSING BROKERAGE SERVICES

As noted in previous analysis, a decrease in coordination between real estate brokers and mortgage lenders has been noted, as homebuyers shop for their own financing. As mentioned previously, mandatory Fair Housing training is provided to Realtors by the Board of Realtors. County officials previously noted that they were aware that some brokers in the county are signatory to a voluntary affirmative marketing agreement, and there is no evidence that minority persons, disabled individuals, or women participants in real estate are excluded or restricted from board membership, industry activities, or participation in their career.

## APPRAISAL PRACTICES

Appraisal firms are accessible to all within Fairfield County, and lenders use appraisers who are familiar with evaluating property within settings such as that of Fairfield County. Local financial institutions have reported that they review the appraisals they receive in a department independent from their lending team. There are federal regulations that are requiring more monitoring to ensure appraisal policies and procedures are being adhered to.

## FORECLOSURE

The Fairfield County Land Bank reviews the impact of foreclosures on the community. However, the Land Bank does not typically perform a review if these foreclosures were due to faulty, discriminatory appraisal practices.

The Land Bank oversees the demolition of dilapidated properties in cases of foreclosure. They have acquired foreclosed properties and improved them for reuse or resale, and there is a need to sell some of their properties in order to raise funding for future activities.

Year	Foreclosures	Sheriff's Sales
2018	56	15
2019	57	14
2020	19	20
2021	47	26
2022	36	28
2023	40	22
<i>Fairfield County Land Bank</i>		

The following table provides the number of foreclosures filed by the County Treasurer's office for each year indicated. It also shows the number of properties offered at Sheriff sale for the year indicated. The County does not track the number of mortgage foreclosures.

Foreclosures that were specifically filed on behalf of the County Treasurer, in most cases involving properties for which the Land Bank will assume ownership, saw a sharp decrease in 2020. The following year, the number of

Table 8

foreclosures filings increased and remained steady, though not reaching the number of filings in 2019. The number of Sheriff's sales, however, has increased during this period, reaching a height in 2022, though with a decline the following year.

## FINANCIAL ASSISTANCE

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Local financial institutions report that they receive numerous trainings to address the danger of differential treatment based on race and ethnicity. Some report that they also must complete an on-line American Bankers' Association training and that they have a specific time frame in which to complete the training. Local financial institutions report that they regularly review all policies regarding loan processing, assessing borrower credit worthiness, appraising collateral value, underwriting decisions, mortgage insurance provision, and mandatory training requirements for all mortgage lenders throughout the year to ensure they are current and comply with fair housing requirements and anti-discriminatory practices.

Fairfield County is served by a number of banks and mortgage lending institutions. There is one locally-based bank, Park National Bank, with Fairfield County branches in Lancaster and Baltimore, which examines their mortgage loan and other product profiles to determine whether there are neighborhoods that are under-represented. Their Fair Banking program encompasses the bank's efforts to extend their products and services and advance their style of community banking into neighborhoods and communities within their footprint. Among other efforts, they participate in the Fairfield County Housing Coalition, staff members volunteer for a number of charitable programs, and they coordinate with the Lancaster Board of Realtors as members, sponsoring instructors for continuing education, and offering first time homebuyer and down payment loan programs.

Regional and national banks with a presence in Fairfield County, and with branches in Lancaster and Pickerington, as well as other nearby communities in some cases, include PNC Bank, Huntington Bank, and Chase Bank. Banking facilities are well situated within the population centers of Lancaster and Pickerington, with nearby branches in Reynoldsburg, Canal Winchester, and other larger communities. The 2019 plan reported that all three banks promote and utilize programs to assist low- and moderate-income households through lower down payments, reduced closing costs, or more affordable interest rates.

Marketing is conducted and loans are made throughout the entire community. One institution indicated in the 2016 analysis that they had completed some specific targeting to the low- and moderate-income population, with limited results.

Federally-based mortgage programs, offered by Park National Bank, include:

1. FHA loans insured by the Federal Housing Administration (FHA), with 3.5% down payments, provisions for the seller to assist with up to 6% of the price toward closing costs, more flexible credit requirements, and a provision where down payment and closing costs can be paid as a gift from another party.
2. Veterans Administration (VA) loans, with mortgage guaranteed by the U.S. Office of Veteran Affairs. These offer potentially better rates, low or no down payment, and fewer credit restrictions.
3. U.S. Department of Agriculture (USDA) loans. No down payment, and low to moderate income families in rural and suburban areas may be eligible.

Area banks also include links to mortgage products offered through the Ohio Housing Finance Agency (OHFA, accessed at [www.myohiohome.org](http://www.myohiohome.org)). Buyers can add one or more OHFA options to an OHFA FHA, VA, USDA or conventional mortgage loan. These options include “Your Choice!” down payment assistance, of either 2.5 or 5.0% of the home’s purchase price, which can be applied to the down payment, closing cost, or other pre-closing expenses. OHFA also has a tax credit of up to 40% (\$2,000 maximum) of annual mortgage interest when using an OHFA mortgage loan.

Subprime and predatory lenders do exist in Fairfield County, as they have become ubiquitous throughout the state, but their activities are addressed only when Housing Coalition members identify a specific problem. While the housing crisis of over a decade ago led to an increase in the foreclosure rate, that rate has dissipated somewhat, and the county has created a Land Bank, which has targeted neighborhoods with high foreclosure rates as areas in which to demolish vacant, dilapidated and blighted houses and prepare for redevelopment, to increase surrounding property values and stabilize these neighborhoods.

According to the 2019 analysis, Fairfield County goes out for bids for banking services. The funds are placed in the local financial institution which provides the county with the most competitive rates and the lowest banking fees. Fairfield County is largely served by prime lending institutions, with very few mortgage brokers of which officials are aware.

A lack of funding has limited the availability of programs providing outreach and educational information to the public regarding mortgage fraud, housing counseling, and foreclosure prevention. However, the county has a strong and active Housing Coalition, within which the Fair Housing steering committee utilized for this analysis operates. This committee is comprised of local government agencies, including the housing authority, housing shelter operators, the Lancaster Fairfield Community Action Agency, and private sector concerns including banks. This coalition serves as a forum to discuss these policies and practices, and to determine future education efforts to reduce housing discrimination. Additionally, Habitat for Humanity educates clients on these matters, and in conjunction with the CHIP program, Lancaster-Fairfield Community Action Agency (LFCAA) provides all homeownership clients with information about predatory lending. LFCAA counsels home buyers to first seek financing options from traditional banks, which are prime lenders.

In 2019, it was noted that one area for potential improvement is to establish better and stronger cooperation with neighboring counties and communities. One suggestion was to work with the Coalition on Homelessness and Housing in Ohio (COHHIO); another regional entity of potential benefit is the Mid-Ohio Regional Planning Commission (MORPC), which has some staff dedicated to fair housing. The County should continue to pursue these partnerships.

## HOUSING PROGRAMS

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The Housing Department at Lancaster-Fairfield Community Action Agency administers federal Home Repair and Home Rehabilitation programs, including the Community Housing Impact and Preservation (CHIP) program and Lead Remediation and HUD funded Healthy Homes programs, which addressed air quality, mold, and radon remediation. The Department also coordinates the Balance of State Continuum of Care (BoSCoC) Homeless Planning in Region 9, as well as the Housing Assistance & Supports For Youth (HASFY) program funded through the Homeless Youth/ Homeless Pregnant Youth program of the Ohio Department of Health.

Fairfield County outside Lancaster participates in a CDBG/HOME-funded program offering owner-occupied housing rehab and repairs to income-qualifying, low-to-moderate income households. It is one of a number of housing-related programs offered through the Lancaster-Fairfield Community Action Agency. The following is a summary of programs available to qualifying households:

- **Emergency Family Shelter:** The only family homeless shelter in Fairfield County is on the LFCAA campus. While clients receive this temporary emergency housing (and prior to entering the shelter), they meet with case managers who assist with resource-building so families can exit the shelter as soon as possible for permanent supporting housing or other stable housing as appropriate.
- **Rutherford House:** Located on the LFCAA campus, Rutherford House is 16 units of permanent supportive housing for homeless and disabled individuals and/or families.
- **Pearl House:** Pearl House has 21 units of permanent supportive housing for families in active recovery from addiction. LFCAA worked with partners to create Pearl House and continues to provide administrative and case management support and operates Early Childhood Programs on site to best serve preschool age children and younger who live there.
- **Community Housing Impact and Preservation (CHIP):** Homeowners with low-to-moderate income can receive home repairs or renovations, and individuals may attain homeownership through the Community Housing Impact and Preservation Program Repairs and renovations completed through CHIP improve residents' health and safety. Projects also are aimed at increasing energy efficiency to lower heating and cooling costs. A summary of program outcomes is presented below.
- **Homeless Crisis Response and Prevention (HCRP):** LFCAA is the state-appointed lead agency for homelessness reduction and prevention in a six-county region which includes Fairfield, Licking, Knox, Coshocton, Holmes, and Muskingum counties. LFCAA facilitates collaboration among homeless services providers. Efforts are focused on achievement of high-performance standards that result in shorter stays in homeless shelters, rapid placement into permanent housing, and reduced recidivism. Rental assistance is provided to those who meet program guidelines.
- **Housing Opportunities for Persons with AIDS (HOPWA):** Rental assistance, and short-term rental assistance, mortgage assistance and utility assistance is provided to income-eligible individuals with AIDS.
- **Supportive Housing:** Grant funds provide permanent supportive housing for homeless persons with a disability and household income at or below 35% of the area median income.
- **Housing Assistance:** Home repair projects are completed to promote positive health and safety outcomes for income-eligible households.
- **Home Weatherization Assistance Program:** Emergency home repairs and handicapped accessibility modifications are provided for homeowners who are at or below 50% of the Fairfield County AMI.
- A variety of other programs are available through LFCAA to help income-eligible individuals meet heating and cooling costs and other household expenses. Regarding discrimination, LFCAA staff are sometimes aware of clients and former clients who lose their housing vouchers because they have failed to comply with requirements – such as submitting/updating documentation or breaking rules. When this happens, those individuals often consider themselves to have been discriminated against.

Regarding the HOME/CDBG funded CHIP program, which is funded over two-year program periods, the following is beneficiary data on the projects funded during Program Year 2021.

**Program Year 2021:**

- **6 repairs;** 2 in Pickerington, 1 in Berne Township, 1 in Stoutsville, 1 in Millersport, and 1 in Baltimore.
- **1 New Construction;** 1 in Pleasantville.
- **4 rehabs;** 1 in Carroll, 1 in Canal Winchester, 1 in Thurston, and 1 in Baltimore.
- **Regarding the race/ethnicity of the beneficiaries;** The PY 21 project benefitted 27 people, including 26 that identified as White/non-Hispanic and 1 as Black/African American.

## INFORMATION PROGRAMS

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In conjunction with the CHIP program and HUD funding, Fairfield County provides information in the form of handout brochures, and training sessions around the county, to disseminate information on fair housing law, households' rights under the law, and procedures for reporting and recourse. Local administrative staff members, as well as FMHA staff, attend fair housing training to remain current and knowledgeable on the subject. The FMHA holds landlord seminars and also invites Realtors and the general public. Many local landlords take advantage of this training.

The County, through its CDBG contract, intends to provide trainings on fair housing at the following events between 2025 and 2026:

- A Village of Bremen Council Meeting
- A Village of Rushville Council Meeting
- A Village of Amanda Council Meeting
- A Walnut Township Trustee Meeting
- A Fairfield County Landlord Association Monthly Meeting
- A Board of Fairfield County Commissioners Weekly Meeting
- A Regional Planning Commission Monthly Meeting
- A Fairfield County Housing Coalition Monthly Meeting
- A Fairfield County Land Bank Monthly Meeting
- A Fairfield County Metropolitan Housing Authority Meeting

The Regional Planning Commission also intends to distribute Fair Housing Brochures to all of these entities on a quarterly basis:

- Village of Bremen
- Village of Rushville
- Village of Amanda
- Walnut Township
- Fairfield County Metropolitan Housing Authority
- Fairfield County 211
- Lancaster Fairfield Community Action Agency
- Lancaster Fairfield Public Transit
- Southeast Ohio Center for Independent Living



## RENTAL HOUSING

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Steering Committee members and county officials were not aware of rental complexes or landlords with policies that unduly restrict access to the rental and enjoyment of housing for any protected class, including racial or ethnic minorities, those with disabilities, or the elderly. In the 2016 analysis, the RPC office identified some newspaper advertisements that limited occupancy to adults. They notified the landlord, provided brochures and education, and ensured that the advertisement had been removed and changed for future publication. The RPC office was also made aware of a rental agency indicating no children were allowed. After investigation by COHHIO, a complaint was filed and the matter was resolved through mediation. While there is no county-wide effort to obtain summary data from landlords on racial, ethnic, gender, and familial and disability status of tenants and applicants, the FMHA does maintain such data pertaining to applicants and participating tenants, and current data from FMHA are included in this analysis.

### **Fairfield Metropolitan Housing Authority (FMHA)**

The FMHA is dedicated to serving the needs of low and moderate income families in Fairfield County and to increase the availability of decent, safe, sanitary, and affordable housing in our community; ensure equal opportunity in housing; promote self-sufficiency and asset development of families; and improve community-wide quality of life and economic vitality in cooperation with other agencies, developers, and individuals. It approaches this mission with several programs.

The Housing Choice Voucher (HCV) Program provides rental assistance to help low income persons obtain decent, safe and affordable housing. HCV Programs are funded by the Department of Housing and Urban Development (HUD), and administered in Fairfield County by the FMHA.

The HCV Program comprises the majority of the FMHA's Section 8 rental assistance programs. FMHA administered vouchers help eligible families pay their rent each month; eligibility is based on a family's household income. The voucher covers a portion of the rent and the tenant is expected to pay the balance. The tenant's share is an affordable percentage of their income, generally calculated to be 30% of their monthly adjusted gross income for rent and utilities.

The voucher recipient searches for housing in the private market. Eligible housing units for the program include single family dwellings, town houses, apartments and mobile homes. When the recipient finds a unit from a landlord who accepts the voucher, FMHA determines if the family financially qualifies using a guideline where the tenant portion of rent and utilities must not exceed 40% of the family monthly adjusted income. FMHA then inspects the rental unit to ensure it meets housing quality standards (HQS) for the program. If the unit passes the standards for health and safety and the requested rent is deemed appropriate for comparable rents for that size unit, the family and the landlord may execute a lease agreement. The family pays the difference between the actual rent charge by the landlord and the amount subsidized by the program. Landlords must comply with the lease agreement signed with the tenant and the HAP contract signed with the FMHA.

The family is required to comply with the lease and Section 8 program requirements, pay its share of the rent on time, maintain the unit in good condition and notify the Housing Authority of any changes in their family composition or income. A family can move and continue its participation in the program as long as they notify the Housing Authority ahead of time, follow the "moving" process and terminate the existing lease within the lease provisions. The family is then free to seek another housing unit in Fairfield County or the family may exercise the portability option and move outside of FMHA's jurisdiction.

Dragonfly Dreams Housing, formally Public Housing, is a non-profit entity that provides safe, decent and affordable housing to eligible tenants in the form of a Project Based Voucher. FMHA serves as the Property Management Company for this entity. FMHA manages ninety-six (96) three bedroom homes in seven scattered sites throughout Lancaster.

FMHA's Family Self-Sufficiency (FSS) program helps eligible individuals acquire the skills and experience they need to obtain employment that earns income, and offers them a unique savings opportunity as their earnings increase. The program features goal setting, mentoring and financial incentives to empower families to make positive life changes. Participants enter into a five-year contract with FMHA that identifies their educational, personal and professional goals. The FSS Coordinator then assists the head of household develop a plan of action that outlines specific activities and services needed to achieve their goals.

Rutherford House is a 16-unit supportive housing project in Lancaster with one, two, and three bedroom furnished apartments, for homeless families with disabilities. A comprehensive range of supportive services are available on the campus including early childhood programs, adult education, individualized case management, food pantry, utility assistance, and connections to specialized health and recovery services. Pearl House serves the community as a special place where homeless families suffering from addiction can heal and rebuild a healthy and productive lifestyle together.

Residents receive convenient access to an array of services that allow them to focus on recovery as a whole. On-site case management, treatment, and counseling is provided in housing that is safe and secure in this 21-unit project. Residents work with staff members of the Recovery Center, located adjacent to Pearl House.

Aside from the above properties, the following are multi-unit subsidized housing properties for which FMHA has contact information. These are properties which accept Section 8 vouchers and in which income-eligible multifamily, senior, and/or disabled tenants can live under an FMHA program.

### **Fairfield Metropolitan Housing Authority**

315 N. Columbus Street, Suite 200

Lancaster, OH 43130

Phone: 740-653-6618 Fax: 740-653-7600

TTY & Ohio Relay Callers: 740-653-2653

Housing Choice Voucher: families & individuals- wait list currently closed for voucher program

Project Based Voucher Housing: for 3 bedroom eligible families (to apply go to:

[www.fairfieldmha.org](http://www.fairfieldmha.org))

Subsidized

### **Gorsuch Management Conventional Apartments**

Phone: 740-687-1314 (Elderly)

Phone: 740-681-4364 (Family)

Hunterwood Park Apartments 330 & 332  
Trace Drive

Lancaster, OH 43130

One bedroom apartments for senior/  
disabled Two/Three/Four bedroom units for  
family housing

Subsidized; Housing Choice Vouchers  
not accepted

### **Pleasantville Commons**

3610 Richland Road

Pleasantville, OH 43148

Phone: 740-468-3575

One/Two/Three bedroom apartments Families  
& Individuals

Subsidized; Accepts Housing Choice Vouchers

**Barclay Manor Apartments**

351 Fairview Avenue

Baltimore, OH 43105

Phone: 740-862-8945

TTY: 419-526-0466

One/Two/Three bedroom apartments  
Families & individuals

Subsidized; Accepts Housing Choice  
Vouchers

**Lakeland Town Homes**

2121 Refugee Road

Millersport, OH 43046

Phone: 740-467-2784

Two bedroom apartments  
Families & individuals  
Subsidized

Accepts Housing Choice Vouchers

**Pleasantville Commons**

3610 Richland Road

Pleasantville, OH 43148

Phone: 740-468-3575

One/Two/Three bedroom apartments  
Families & Individuals

Subsidized; Accepts Housing Choice  
Vouchers

**Thornville Manor**

60 Granview Drive

Thornville, OH 43076

740-246-5050

One bedroom apartments Senior/disabled

Subsidized; Accept Housing Choice  
Vouchers

**Walnut Creek Village**

105 S. Main Street

Baltimore, OH 43105

Phone: 740-862-6570

One bedroom for senior/disabled  
Subsidized; Does not accept Housing  
Choice Vouchers

**Mt. Pleasant Place**

963 Prestige Blvd.

Lancaster, OH 43130

Phone: 740-681-9659

One bedroom housing for senior/disabled Subsidized  
Does not accept Housing Choice Vouchers

**Lancaster Club Apartments**

180 Sells Road

Lancaster, OH 43130

Phone: 740-653-3616

Two/Three bedroom apartments for families  
Subsidized; Does not accept Housing Choice  
Vouchers

**Pleasantview Apartments**

114 Academy

Pleasantville, OH 43148

Phone: 740-468-3495

One bedroom housing for 62 or disabled Subsidized;  
Does not accept Housing Choice Vouchers

**Windsor Place**

141 Graceland Drive

Lancaster, OH 43130

Phone: 740-687-1664

One bedroom apartments Senior/  
disabled

Subsidized; Does not accept Housing Choice  
Vouchers

**Seton Lancaster**

232 Gay Street

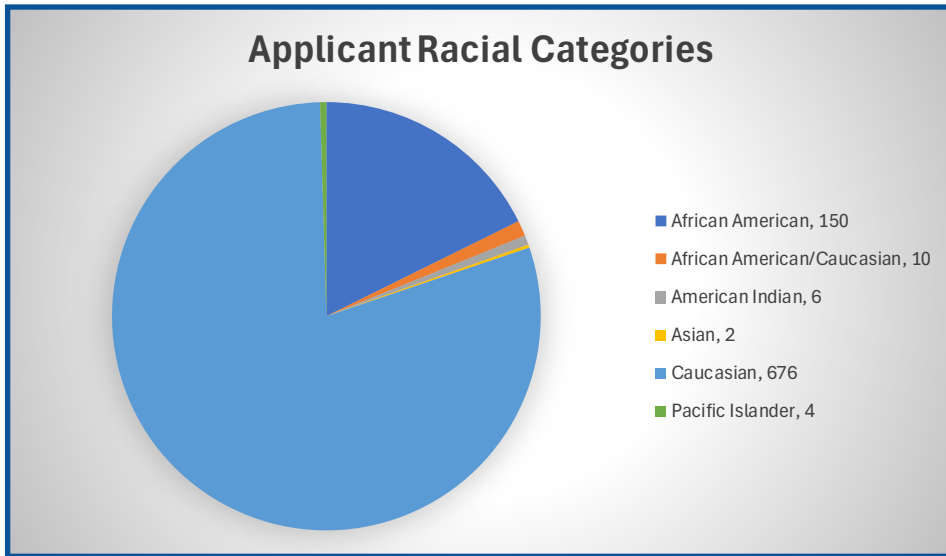
Lancaster, OH 43130

Phone: 740-681-1403

One bedroom apartments 55+ or  
disabled

Subsidized; Does not accept Housing Choice  
Vouchers

On April 30, 2023 FMHA closed its' Housing Choice Voucher Waiting List after receiving 820 applications. This list includes 203 households with a disabled householder, 407 families with children, and 63 elderly. As of June 1, 2023, 122 applicants remain on the waiting list. The remaining Applicants are categorized by race as follows:



Applicants come from a large number of communities within and outside Fairfield County. Residency within the county is not a requirement for applying for rent assistance in the county.

Figure 17

The most common current addresses of applicants on the waiting list, and the number of applicants from each, are as follows. Columbus and Lancaster were the most common current place of residence for applicants, reflecting the large demand for public housing within those cities.

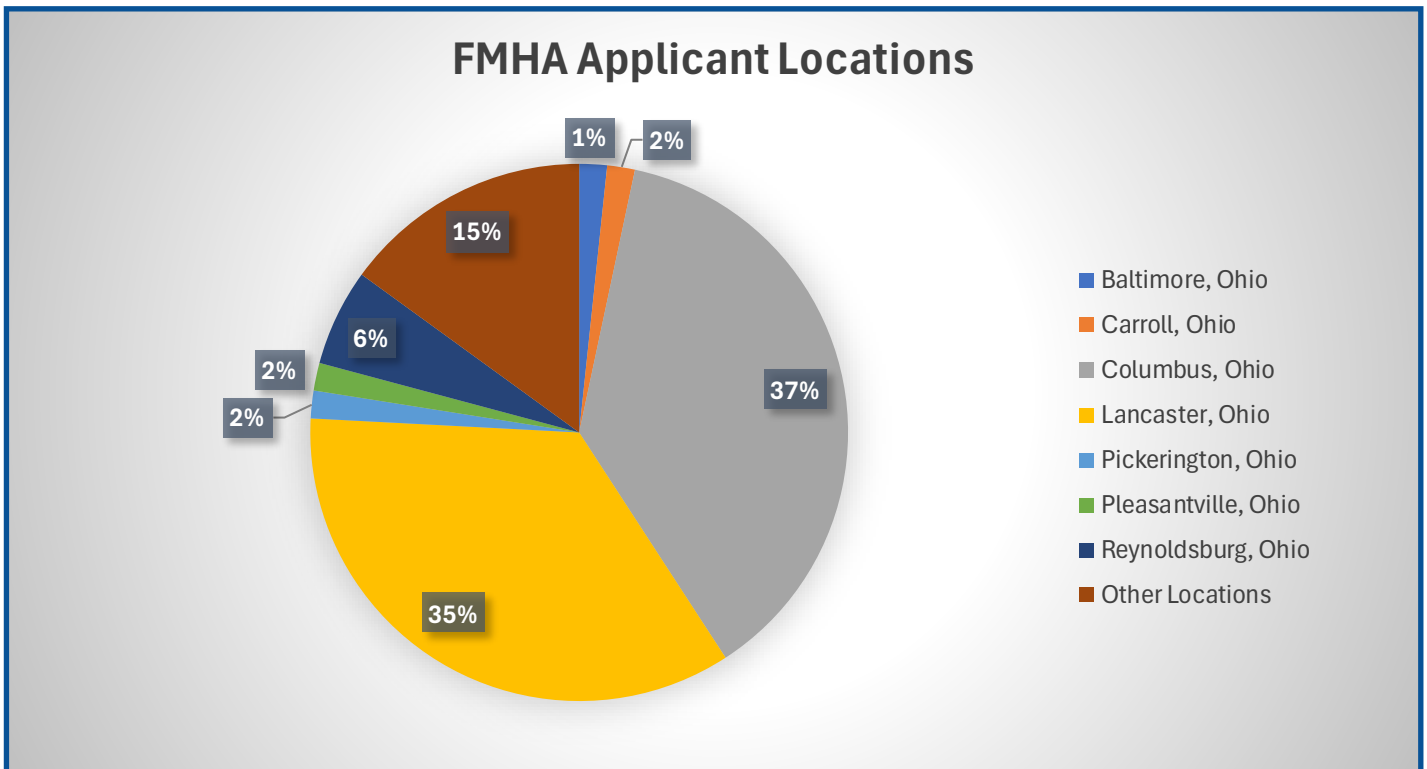


Figure 18

FMHA applicants represented all age groups, with the most common age range being 21-30 and 31-40. By household size, the applicants broke down as follows. While smaller households were most common, with single-person applicants being most common, there were 27 households with four or more people.

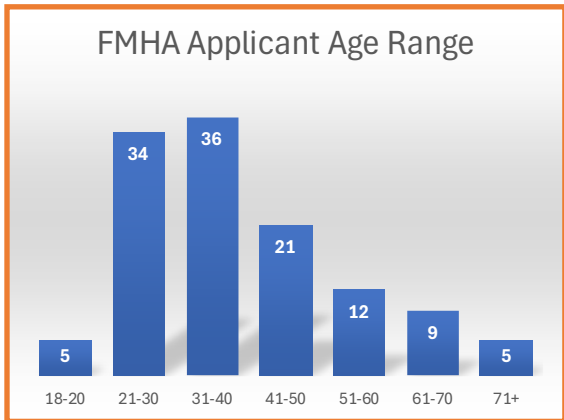


Figure 19

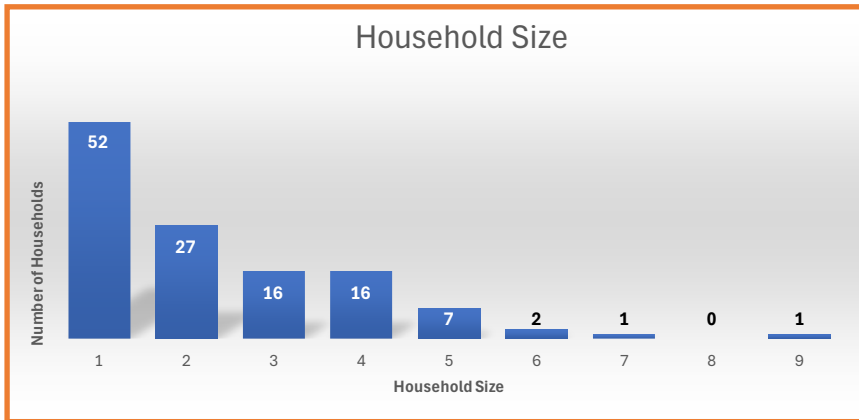


Figure 20

Data were also provided for the 848 active current participating tenants receiving rental assistance from FMHA. They fell into the following racial categories:

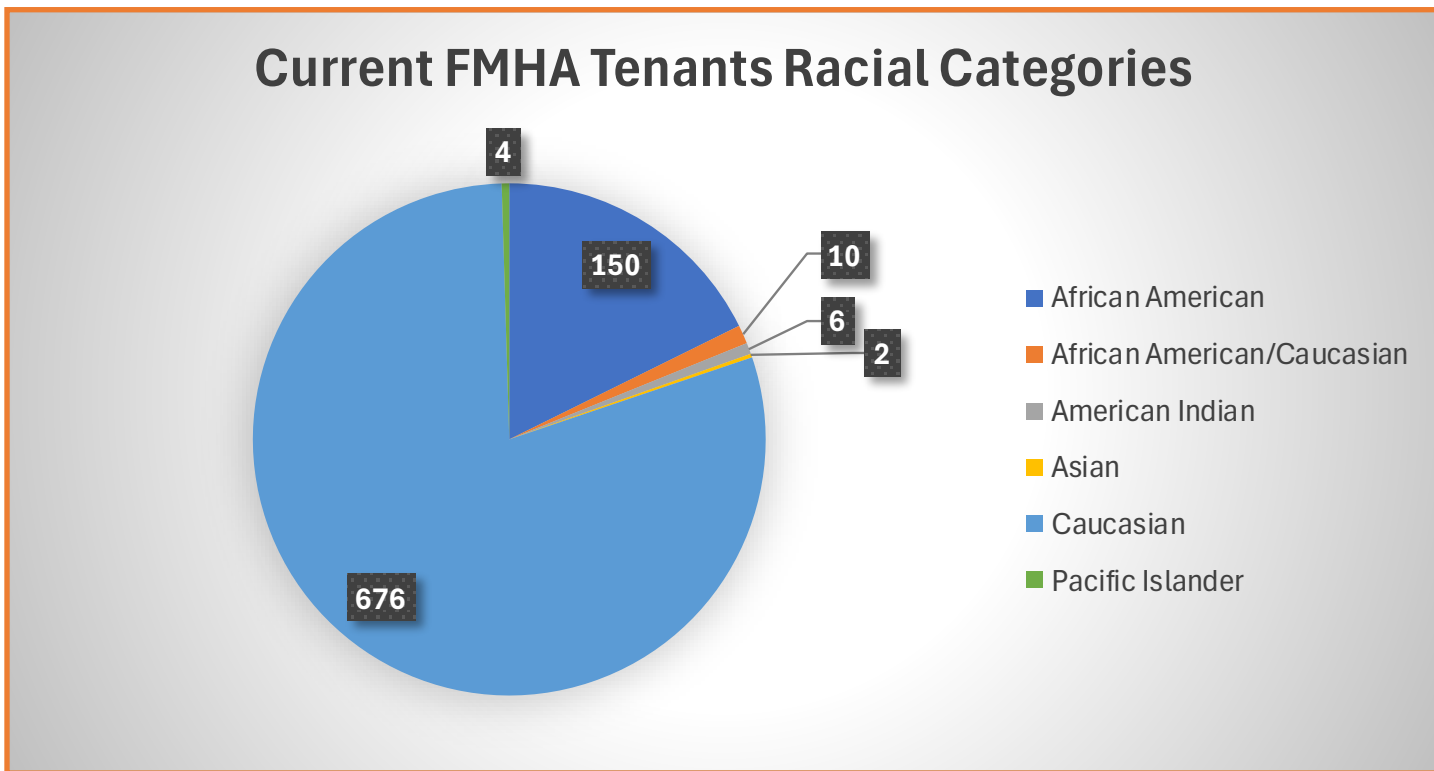


Figure 21

After being leased up, the vast majority of renters being provided assistance from FMHA were located in Lancaster. The number of participant households by location, as of early June 1, 2024, were as follows:

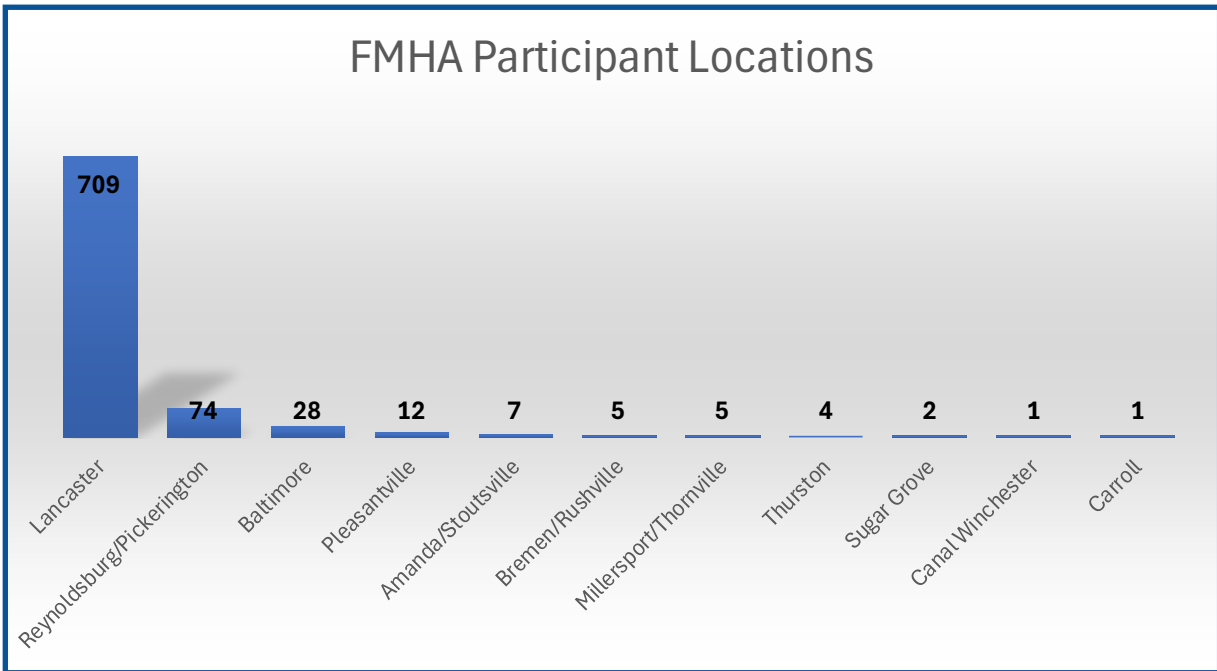


Figure 22

Note: Section 8 vouchers can be used in counties outside Fairfield County, thus some participating households categorized by age group yielded the following totals (at right).

The participant list represents a wide variety of age groups, with 254 households where the householder is aged 61 or more. There was also a variety of household sizes, although smaller households with one person appeared to predominate.

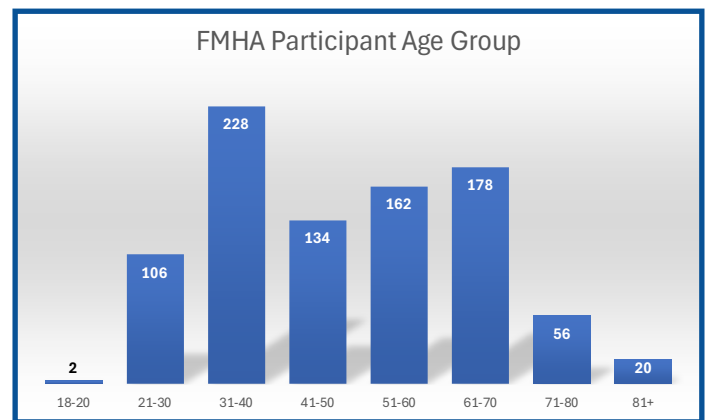


Figure 23

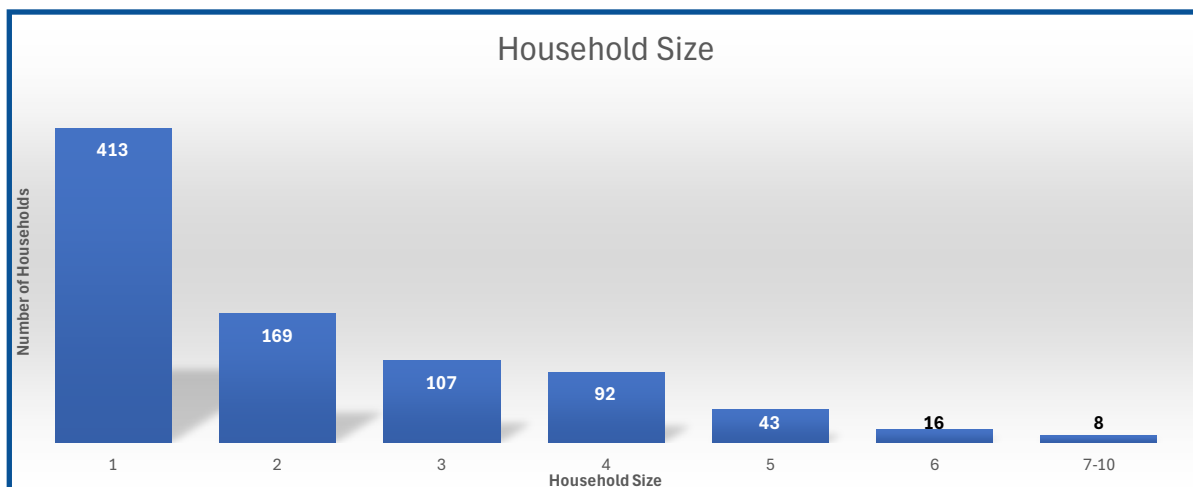


Figure 24

Trends and issues noted by FMHA leadership included the existence of an influx of applicants from the Franklin County area, coupled with a lack of affordable housing in general in the communities bordering Franklin County, such as Pickerington, Reynoldsburg, Millersport, Lithopolis, and Canal Winchester. Although there is significant rental activity in the city of Lancaster, there appears to be a lack of larger units for rent, with three to five bedrooms, to accommodate larger households.

Based on the number of application and current addresses of applicants from April 2023, FMHA staff found that there is a lack of affordable housing in both Fairfield and Franklin County. Applicants do not reside in Fairfield County at the time of application must reside in Fairfield County for one year, then they may port, or transfer, their voucher to another county, giving them the opportunity to move back to the county in which they lived originally.

FMHA staff note that the biggest complaint they have received from tenants is the lack of affordable housing and landlords willing to accept the Housing Choice Voucher. FMHA staff have continued to explain the importance of affordable housing and landlord participation.

There is not location pattern or concentration of minority or non-minority populations in Fairfield County. As noted above, participants select their location, dependent on the landlord's willingness to participate, and holders must live in Fairfield County for one year, after which they may port the voucher to another geographic location. Those who receive vouchers from another public housing authority are treated in the same fashion as those from the local jurisdiction. Information about available properties is provided to all population groups requesting it, and voucher holders are encouraged to seek housing outside the areas of concentration of low income and minority households. They are encouraged to make choices based on the best proximity to family self-sufficiency considerations such as employment location, schools, and support services needed.

At least 10% of units available are handicapped/vision/hearing impaired accessible. All tax credit projects either built or rehabbed since 1990 are in compliance. There are supports for individuals with mobility, vision, hearing, and mental health handicaps.

Strong partnerships within the social services community exist to foster the best possible access to these services and support for affordable housing for these targeted groups. The FMHA applied for and has been awarded funding for the Shelter Plus Care program, which provides a housing subsidy for homeless and disabled families. The FMHA provides information to all participants on housing rights, grievance procedures, and requesting assistance. Grievance procedures are reviewed frequently, and scheduled meetings are held to address any grievance issues as they arise. Legal questions are referred to the legal community. The FMHA reviews admissions and continued occupancy policies constantly, referring to federal law updates. Further, the FMHA mandates that officials of the local program attend fair housing training annually, and they hold landlord seminars and invite Realtors and the general public to these training events. Further, FMHA staff attends Ohio Housing Authorities conferences on a semi-annual basis, where Fair Housing topics are always covered.

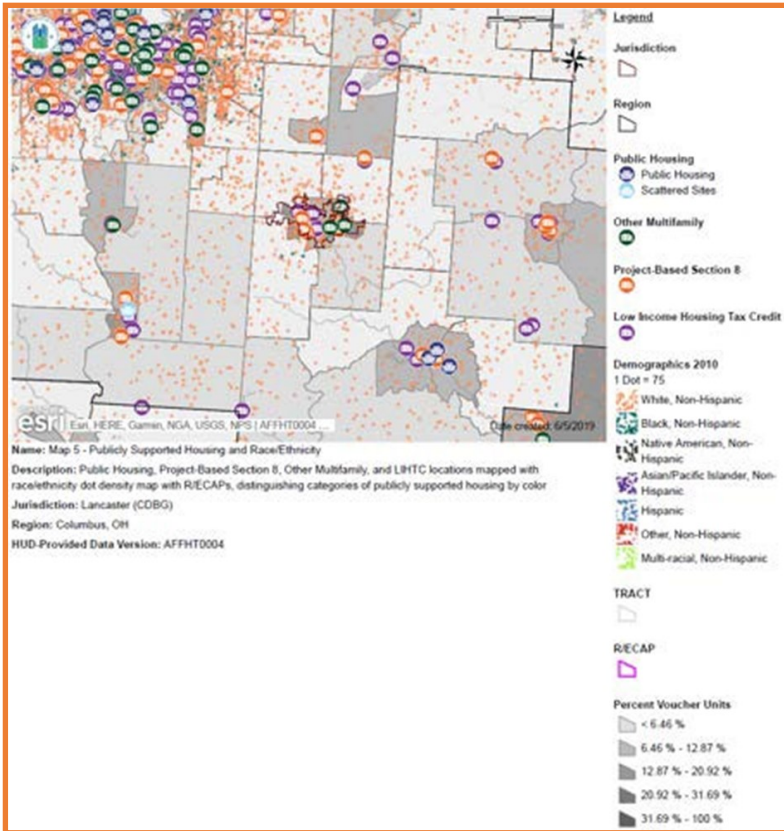
In the event that a property opts out of participation, the FMHA prefers to take ownership of it. Failing that, they are prepared to administer the opt-out vouchers and relocate the affected families in accordance with HUD regulations. Further, the FMHA monitors any local determinations to be able to undertake responsive and timely programs to educate officials and employees. Recent such determinations have dealt with service animals and reasonable accommodations in parking. Such efforts are typically carried out by a collaboration of local agencies, most within the county's active housing coalition, and including the FMHA.

The following map indicates the location of rental housing complexes and developments throughout Fairfield County, including those funded or financially assisted through HUD, the U.S. Department of Agriculture, or low income housing tax credits offered through the Ohio Housing Finance Authority (OHFA).

### **Publicly Supported Housing and Race/Ethnicity**

Development is clearly concentrated in the population and business centers of Lancaster and the Columbus suburbs in the northwestern portion of the county. However, there are a number of additional, more rural-oriented developments scattered among several communities throughout the county. Many of these were listed previously as being actively involved with the FMHA's programs. Additional ones which were not mentioned above include the following:

- Pickfair Square, 310 Jericho Road, Pickerington: Elderly housing; 8 efficiencies, 25- 1 bedroom.
- Orchard Place, 1524 Monmouth, Lancaster: Elderly housing; 8-



Map 6

- Pershing House, 1549 N. Columbus Street, Lancaster; 33 1-bedroom, 7-2 bedroom (LIHTC)
- Hunters Hill Apts., 857 Elizabeth Drive, Lancaster: 20-1 bedroom, 56-2 bedroom, 20-3+ bedroom, LIHTC, vouchers accepted
- Cherry Gardens, 132 N. Cherry Street, Lancaster: 7-1 bedroom (811 disabled supportive housing)
- Ault Manor, 188 Sells Road, Lancaster: 8-1 bedroom (elderly/disabled)
- Grand Haven Commons, 7500 Tussing Road: senior housing, 49 1- bedroom apartments
- Sells Road LLC, 161 Sells Road, Lancaster: 16-2 bedroom family, vouchers
- Baltimore Manor, 301 Kellner, Baltimore: 42-1 bedroom units, seniors, vouchers accepted
- Hunterwood Park East, 330 Trace Drive, Lancaster; 50-1 bedroom, senior apartments
- Livingston Arms Apts., 207 S. Livingston Avenue, Lancaster; 9-1 bedroom, 24-2 bedroom, -3+ bedroom, senior apartments

While there is an expected concentration of rental housing choices in the population centers of Lancaster and, to a lesser degree, Pickerington, where proximity to employment, schools, services, and shopping make these choices preferable to isolated locations, there has been an effort to locate multifamily and senior housing choices in some of the smaller communities, where families can self-select more rural locations, and local seniors have the option to age in place.



## SUPPORT FOR THE DISABLED

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There is an interagency commitment to have housing options for all community members. A Fairfield County Board of Developmental Disabilities (DD Board) staff member attends county Housing Coalition meetings. The DD Board has a contract with an outside contractor, Hocking Metropolitan, to find housing options for persons in their county, and they have used state and federal funds to assist their contractor in purchasing fifteen housing units in Fairfield County.

Fifteen homes have been purchased using Community Capital Assistance funding from the Ohio Department of Developmental Disabilities with the DD Board's housing contractor, Hocking Metropolitan Housing. Fourteen are located in Lancaster, with one in Pickerington, and they are spread out within the community. DD Board contracts with another property management company for two additional properties in Pickerington. In addition, five DODD licensed homes are owned by three separate agencies who provide direct supports to persons in the county with disabilities, and there are intermediate care facilities in Fairfield County that are owned by a corporation (with three 6-bed homes and two 5-bed homes, both licensed intermediate care facilities).

At least 10% of the units are handicapped/vision/hearing impaired accessible; also, under these guidelines, all the tax credit projects are in compliance if built or rehabbed since 1990. There are supports for individuals with mobility, vision, hearing, and mental health handicaps. Strong partnerships within the social services community exist to foster the best possible access to these services and supports for affordable housing for the targeted groups. The FMHA also has S+C grants that provide Section 8 assistance along with mental health care for homeless and disabled families. The PHA has also received Veterans and Family Unification vouchers, as well as vouchers for households working with Child Protective Services.

Regarding accessibility being incorporated in facility and building design, developments in unincorporated areas that are subject to Fairfield County Subdivision Regulations are submitted to the Fairfield County Regional Planning Commission. Sidewalk and curb ramp portions of the plans are reviewed by the RPC and the Fairfield County Engineer's office and inspected by the Engineer's office to ensure compliance with ADA requirements. Non-residential buildings must also receive approval from the Fairfield County Commercial Building Department, which ensures compliance with ADA regulations. The County has a process for on-site review of during construction to ensure compliance with accessibility designs as submitted, if the development is subject to the subdivision regulations.

Fair Housing Act compliance reviews are conducted by the RPC when the development is subject to the county subdivision regulations. The county Building Department will review non-residential buildings in unincorporated areas, except for Violet Township, where their Building Department would conduct the review. Accessible units are included in projects developed by the FMHA, Community Action Agency, and other related organizations.

An organization which is active in Fairfield County, Southeast Ohio Center for Independent Living (SOCIL), advocates for universally designed housing. The Fairfield County Fair Housing Office housed at the RPC works very closely with SOCIL, the Fairfield County Board of Developmental Disabilities, and other agencies to provide services to people with disabilities. These agencies continually analyze and solicit input on the needs of people with disabilities.

Fairfield County has used their CDBG allocation funds in recent years to build handicap access ramps, elevators, and sidewalk ramps for public use. These funds have also been used as matching

## **SUPPORT FOR VETERANS**

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Fairfield County has resources to assist military veterans with housing, aside from VA mortgage loans provided through local banks. Veterans are given priority on the Section 8 voucher waiting list, and their waiting time recently has averaged a month and a half.

The veterans facing the hardest challenge in obtaining housing are those with felonies or past evictions on their record. The VA office works with a number of veterans to overcome these challenges. One other common barrier to obtaining housing is an income that is too low to support minimal rent requirements; monthly payments provided by the VA are often inadequate to support minimum rents. For example, the monthly VA payment is less than rent typically charged at low-income Housing Tax Credit apartment units.

The VA office works with Lutheran Social Services, which manages two facilities for veterans who need rehabilitation services. One is a ten-bed short-term facility for 60-to-90 day occupancy, and the other is a fourteen-bed facility where residents can stay up to two years. Both are in Lancaster. The long term facility is offered along with needed clinical treatment.

## **FAIR HOUSING COMPLAINT**

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Fair Housing complaints are processed through the Fairfield County Regional Planning Commission (RPC), where complaints are received and referred to the proper authority, which is typically the Ohio Civil Rights Commission, Legal Aid South, East, and Central Ohio, or the Lancaster Community Action Program.

A review of the logs summarizing complaints received, indicates that the majority of the complaints received by RPC staff could be accurately categorized as landlord/tenant complaints. On average, the RPC office receives about twelve complaints per year; ten of which are landlord/tenant related complaints, and two of which are discrimination or fair housing complaints.

## **TRANSPORTATION**

---

Federal transportation funds are used in Fairfield County to increase access for low- and moderate-income persons, people with disabilities, and people of color, to locations where jobs are available and where affordable housing exists. Lancaster-Fairfield Public Transit provides on-demand, door to door service county-wide at an affordable cost to low-income customers. This allows access to transportation for low-income or disabled individuals in need of transportation to employment. The Transit service has also developed six fixed "loop" routes, with five in Lancaster. Some of the Lancaster routes extend beyond the city's boundaries to key destinations such as the Fairfield County Workforce Center and Meijer, just north of the City. There is an additional route running from the Jobs and Family Service building in Lancaster to the City of Pickerington with a stop at Benson Park in the Village of Carroll.

These loops have been designed to incorporate residential areas where low-income residents predominate, rental complexes, service, medical, and retail centers, and employment centers such as an industrial park. There has been some concern that there is a need to extend hours into the

evening to accommodate retail closing times and employer shift changes and this challenge continues to be identified as a need in this 2024 updated plan.

The Lancaster-Fairfield Public Transit has previously partnered with various entities such as the Developmental Disabilities Board to provide transportation to some of their clients. The Department of Job and Family Services operates its own transportation department, but they have also coordinated with Lancaster-Fairfield Transit in the past, using their services when needed, and purchasing loop passes for their clients.

Since 2019, Fairfield County has recognized the need for expanding services transportation services to growing areas to meet community needs. In 2024, the County began discussions to transition the Lancaster – Fairfield County Transit System from Lancaster to the County. It is anticipated that this transition will be effective on July 1, 2024.

This transition includes the development of a Lancaster – Fairfield Transit Development Plan. This plan is being prepared by Benesch and includes several public outreach activities. This plan is expected to be completed in summer of 2024 and expected to include recommendations for service enhancements, technology/operational changes, and marketing policies. The recommendations will be key to improving the public transit system and helping to meet the growing community demands for increase transit opportunities.

## **PUBLIC SECTOR SERVICES AND PLANNING**

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Specific low-income communities and neighborhoods have been targeted in the past for assistance. These include Pleasantville, Carroll, and Baltimore under the Neighborhood Revitalization Program and CHIP housing dollars, as well as Millersport, Baltimore and other areas more recently.

In 2022, the County received Allocation CDBG funding that was used for parent education, waterlines in the Village of Baltimore, and park improvements in the Village of Pleasantville, which were designated as matching for a Neighborhood Revitalization Grant (NRG) in Pleasantville. The NRG improvements included various upgrades to several park and recreation facilities as well as road and drainage improvements within Pleasantville.

CDBG resources also provide funding for the county's Fair Housing program, which involves attending and holding meetings throughout the county to present information on fair housing laws, publishing news articles concerning fair housing, and distributing fair housing brochures, as well as overseeing and facilitating the fair housing complaint process.

In the 2019 analysis, housing needs for underserved groups were also been identified and documented in the Fairfield County Continuum of Care plan. As a result, shelter and transitional housing opportunities have been increased, with the addition of the Rutherford House, with supportive housing for homeless families with disabilities, and the Pearl House, with supportive housing for homeless families suffering from addiction, among other projects.

Private developers have been involved with the use of low-income housing tax credits (LIHTC) throughout the county. The Fairfield County Land Bank created Target Area Plans for the Neighborhood Initiative Program, and now creates redevelopment plans in neighborhoods throughout the county involving remediation of demolished properties and reuse of restored properties. Local banks and Habitat for Humanity also develop plans for services in neighborhoods in which they operate. All the agencies mentioned participate in the housing Coalition, where planning can be coordinated and aligned county-wide.

## EMPLOYMENT

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Entities such as the county government, the Community Action Agency, and the Developmental Disabilities Board continue to partner and coordinate to find job opportunities for the disabled and remove barriers to employment, including transportation, housing, and life skills and soft skills counseling.

Additionally, the FMHA has a Self-Sufficiency program, to allow participating families to increase earned income, reduce the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. Linked services include education, job procurement, budgeting skills, obtaining a mortgage, and linking to other services as needed on an individual basis.

The Housing Coalition and its members coordinate with the county and municipal economic development offices to place housing in strategic locations in relation to accessibility to appropriate employers.

## LAND USE, ZONING, AND BUILDING CODES

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Fairfield County recently adopted the 2024 Comprehensive Plan, which recommends increased residential densities within village growth areas to help address housing demands in Fairfield County. The County is currently completing a Model Zoning Code that the townships and villages will be able to utilize, which will include various housing options, such as duplexes, triplexes, and multi-family dwellings. In the more rural townships, the lack of a central water or sewer source makes it difficult to provide more affordable, higher density housing. However, there are some flexible zoning techniques that could be incorporated into zoning codes to address this issue. The Model Zoning Code will also include these flexible zoning districts that could be adopted by the more rural townships to help reduce lot sizes and broaden the housing choices in the county.

In the 2019 housing impediments plan, RPC staff identified a need for townships to revise their zoning codes to provide reasonable accommodations to allow group homes in their communities. The Model Zoning Code will also include the most up to date definitions for group homes and other supportive housing options so that townships can easily incorporate these uses into their zoning code, thereby helping to reduce the barriers to these services.

Regarding building codes, the Residential Rehabilitation Standards (RRS) issued in 2008 and subsequently amended by the Ohio Development Services Agency provides the quality standard for all Fairfield County CHIP projects. Also, some townships and villages have adopted the state residential building codes. The RPC has also worked with all the townships to incorporate language pertaining to permitting manufactured (HUD code) housing in residential districts and zoning classifications in which similar site- building housing is permitted, subject to design, density, building size, foundation requirements, and other restrictions.

The Housing Coalition will continue to identify these issues and work together to find solutions to help foster inclusion and change the course of local actions that limit the supply of genuinely open housing.

## CONCLUSIONS, IMPEDIMENTS TO FAIR HOUSING

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While the County appears to be well aligned internally through the active use of a Housing Coalition made up of strong local agencies, there are a number of real or potential impediments that should continue to be addressed. Among them are the following, based on the foregoing analysis and research, and supported in part by interviews with local officials and a survey of residents and stakeholder organizations.

1. There is a continued consensus among many that there is an **inadequate supply of safe, affordable housing and shelter space** in Fairfield County. This continued perception may be reinforced by increased demand for housing and suburban growth pressures in Lancaster and the northwest portion of the county. This has had the effect of raising property values along with demand for affordable housing from county residents as well as from those outside the county who are seeking affordable housing. Stringent credit requirements can also pose a barrier for those who hope to rent.

Elsewhere, in the more rural portions of the county, an aging and deteriorating housing stock has rendered many properties undesirable, if not uninhabitable. This has been addressed by the creation of a county Land Bank, but the issue is likely to be of a greater scale than the pool of resources available to address it.

Fairfield County has recently updated its Comprehensive Plan with a focus on increasing densities within village growth areas. The County is also in the process of creating a Model Zoning Code that the townships and villages can use to implement the recommendations of this plan to help increase densities to help promote affordability.

The City of Lancaster has also recently updated a new zoning code to provide a variety of housing options. It also includes new definitions for various types of supportive housing and ensures these housing types are listed in the permitted and conditional uses in the appropriate zoning districts.

The County should track the number of residential units constructed over the next several years to determine if there is any impact from these new policies and regulations taking effect.

2. Another area of need is for housing for **disabled and elderly persons** who may wish to “age in place” in their home communities, but who require accessible housing for those with disabilities. The cost to adapt a housing unit to accommodate disabilities can become prohibitive. Further, the stock of available housing vouchers is limited.
3. There is a need for a number of county residents to be able to overcome **personal barriers set by previous felony convictions, or evictions** from former residences. These can be challenging to overcome, limiting new housing options as well as employment opportunities. (These challenges were noted among the military veteran population).
4. Ancillary services, or their lack, can also provide an impediment. A gap in **transportation** for those in the less dense, rural portions of the county can present a hardship. It is anticipated that the Lancaster Fairfield Public Transit System will become a county agency effective July 1, 2024. This transition is an effort to help expand services to meet growing demands for the county. A lack of alternative solutions to **financial issues** in paying rent or mortgage payments, or a lack of knowledge concerning available alternatives, can present an impediment and lead to financial hardship or even foreclosure.

5. There is always a need to improve in **disseminating information** to those who need it most, including the protected classes under state and federal fair housing law, and especially for those who do not speak or read English, concerning rights and responsibilities on behalf of landlords, Realtors, lending institutions, insurers, and others involved in the provision of housing. Other topics to better convey to the public and to protected population groups include education on disadvantageous mortgage schemes and subprime lending, avoiding predatory lenders, and accessing programs and counseling that can assist homebuyers.

Some **specific topics regarding housing impediments** have emerged which should be targeted, acknowledged, and addressed in the near future. These include the right to possess a service animal (and the true definition and qualifications for a service animal), education for landlords (and extended outreach to engage with more of the county's large number of landlords) on fair housing law and their responsibilities, as well as the benefits and realities of participating in the Section 8 voucher program, and better and increased use of social media to provide information, publicize available housing, and disseminate information about available housing programs.

## ACTION PLANNING

Fortunately, Fairfield County has a number of active and mission-driven entities, which are aligned and coordinated to address housing and fair housing issues throughout the county. The Fairfield County Housing Coalition provides a unified approach toward sustaining and improving local housing services for the homeless and the low-income population. Membership of the coalition, which meets on a regular basis, includes service providers and community leaders that collaborate to strengthen the system of care that serves the homeless and those at risk of homelessness. The Fair Housing steering committee which met to assist in the development of this updated analysis is a subset and outgrowth of that coalition, which provides fair housing outreach and training, collectively and through its individual members.

The following table provides an updated list of recommended action steps to follow in the coming years to reinforce, enhance, and prioritize fair housing efforts.

Action Planning Strategy and Timeline 2024 - 2029

Impediment or Issue	Strategy	Timeline
Disabilities	Increase training regarding housing needs of disabled. Advocate for more housing choice for the disabled. Deploy targeted training on housing rights for the disabled, including training on use and accommodation of service animals.	Ongoing
	Separate training for tenants and landlords.	Landlord training 2025 – 2026 Tenant training

Impediment or Issue	Strategy	Timeline
Familial status	Continue to increase local fair housing training and outreach efforts to include agencies representing families.	Ongoing
	Conduct targeted training on housing rights for families with children. Separate training for landlords and children.	Landlord training Tenant training
Transportation	Work with the newly formed Fairfield County Transit Department to implement the strategies identified in the Transit Development Plan.	Ongoing
	Continue to align transportation opportunities with neighborhoods and housing developments with greater proportion of low-income, minority, disabled, or elderly persons.	Ongoing
Overcoming foreclosure and financial impediments	Identify resources to support increased counseling and educational outreach efforts regarding first time homeownership, financial resources and programs (both at local lending institutions and at state/federal level).	To identify and obtain resources
	Continue to partner with Fairfield County Land Banks and others to plan revitalization of at risk neighborhoods (including use of CDBG and related funding).	Ongoing
	Seek resources that will pay for building repairs and modifications, as well as new construction and adaptive reuse of buildings to residential use.	Ongoing
Increased Housing Choice	Advocate with federal and state funding entities, and with private developers, to continue to develop new housing options and opportunities for low-income, minorities, disabled, veterans, elderly, and to allow residents to remain in their community.	Ongoing
	Research data base of landlords to provide information and training, and to recruit for Section 8 Voucher program.	Begin
	Seek incentives for landlords to keep units in good repair.	Ongoing
	Promote walkable communities, uses for spare bedrooms in elderly homes (perhaps housing for students/young adults), and other methods to allow elderly to age in place as long as possible	Ongoing
	Monitor the number and type of housing units constructed each year to determine the impact of newly adopted plans, policies and zoning codes. Identify trends in types of units constructed in addition to the number.	Yearly

Impediment or Issue	Strategy	Timeline
Education and Outreach Regarding Fair Housing	Continue dissemination of pamphlets/ literature – including Spanish version.	Annually
	Continue educational outreach meetings throughout the County, including Housing Coalition member agencies	Annually
	Consider use of social media and Internet to provide information to the public and to targeted groups	Begin consideration in
	Seek ways to strengthen the approach through partnership and cooperative efforts with neighboring jurisdictions and counties, and regional organizations such as COHHIO and MORPC.	Begin consideration in
	To provide additional outreach to minority and other marginalized groups.	Ongoing

Table 9



## BIBLIOGRAPHY

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## SIGNATURE PAGE

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The 2024 update to the 2019 Fairfield County Analysis of Impediments to Fair Housing has been reviewed and is hereby accepted by:

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President, Fairfield County Board of Commissioners

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CDBG Program Administrator

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Chairperson, Fairfield County Housing Coalition

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Fairfield County Housing Program Administrator

Signature Page

Resolution No. 2024-06.25.m

A Resolution to Approve the Fairfield County Analysis Of Impediments To Fair Housing Plan

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to authorize the establishment of a new fund and 2024 Budget for the Marine Patrol Grant.**

**WHEREAS,** the County Commission has approved the grant agreement with the Ohio Department of Natural Resources per Administrative Approval AA.12.05-2023.n

**WHEREAS,** revenues of the new fund originated from the State Government; and

**WHEREAS,** ORC 5705.09 (F) provides for creation of a special revenue fund; and

**WHEREAS,** a budget for 2024 needs established.

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

---

**Section 1.** That a special revenue fund called Marine Patrol be created.

Fund# 2\_\_\_\_\_

- 433400 State Grants \_\_\_\_\_ charge code
- 530000 contract services
- 543000 repairs and maintenance
- 560000 materials and supplies

**Section 2.** Appropriate from unappropriated funds as follows in major expenditure object categories:

Org# 23\_\_\_\_\_

Contractual Services	\$500.00
Repairs and Maintenance	\$7000.00
Materials and Supplies	\$3092.11

**A resolution to authorize the establishment of a new fund and 2024 Budget for the Marine Patrol Grant.**

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***For Auditor's Office Use Only:***

**Section 2:** Update the expenditure object lines for appropriations as follows:

Org# 23\_\_\_\_\_

530000 Contractual Services	\$500.00
543000 Repairs and Maintenance	\$7000.00
560000 Materials and Supplies	\$3092.11

**Section 3.** Issue an Amended Certificate, on behalf of the Budget Commission, in the amount \$10,592.11 to the credit of the Fund# \_\_\_\_\_.

**Section 4.** Request that the Fairfield County Auditor update the following receipt lines:

\$10,592.11 23\_\_\_\_\_ 433400 state grant

**A Resolution to enter into a grant agreement with the Ohio Department of Natural Resources.**

**WHEREAS,** The Fairfield County Sheriff's Office is asking to enter into a grant agreement with the Ohio Department of Natural Resources Marine Patrol Assistance Program; and

**WHEREAS,** The purpose of this is to help facilitate the operation of a Marine Patrol unit on the waters of Fairfield County; and

**WHEREAS,** The Fairfield County Sheriff's Office will provide on-water boat patrols, enforce boating rules and regulations, educate boaters, conduct vessel safety inspections, and respond to boating emergencies while positively engaging with the public; and

**WHEREAS,** The Sheriff's Office will engage the Marine Patrol Unit, performing the prescribed duties from the weekend of Memorial Day to Labor Day; and

**WHEREAS,** The Fairfield County Administrator, Aundrea Cordle is authorized to execute this agreement; and

**WHEREAS,** The total grant award is 10,588.50 and The Fairfield County Sheriff's Office will match funds of 3529.50; and

**WHEREAS,** The Fairfield County Sheriff's Office will commit the necessary funds to the program.



**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 resolves to approve The Sheriff's Office entering into a grant agreement with the Ohio Department of Natural Resources.

Prepared by: Mendi Rarey  
cc: Chief Deputy Jared Collins



**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



## Request for Assistance

### Fairfield County Sheriff's Office

Name of Agency

is hereby requesting financial assistance from the State of Ohio, Department of Natural Resources, Division of Parks and Watercraft to establish or maintain and operate a marine patrol as provided in Section 1547.67 of the Ohio Revised Code.

Enclosed is the Application for Assistance which includes the following forms: Request for Assistance, Agency Contacts, Marine Patrol Schedule, Agency Information, and Estimated Budget .

Jared B. Collins    Chief Deputy

11/15/2023

Name of Program Administrator and Title

Date

#### DocuSign Information

The final Agreement will be sent to the agency via DocuSign. The head of the agency or appropriate administrator(s) will receive an email containing the Agreement documents. This is an electronic signature process.

#### Head of agency or administrator(s) with signature authority (up to two):

Alex Lape	Sheriff	<a href="mailto:alex.lape@fairfieldcountyohio.gov">alex.lape@fairfieldcountyohio.gov</a>	740-652-7254
Name	Title	Email Address	Phone Number
Jared Collins	Chief Deputy	<a href="mailto:jared.collins@fairfieldcountyohio.gov">jared.collins@fairfieldcountyohio.gov</a>	740-652-7253
Name	Title	Email Address	Phone Number

#### Name of person(s) to be copied in the email when the Agreement is sent via DocuSign:

Elisa Dowdy	Civil Division Supervisor	<a href="mailto:elisa.dowdy@fairfieldcountyohio.gov">elisa.dowdy@fairfieldcountyohio.gov</a>	740-652-7328
Name	Title	Email Address	Phone Number
Name	Title	Email Address	Phone Number



**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



## Agency Contacts

Marine Patrol Unit Name: Fairfield County Sheriff's Office

Federal Tax I.D. #: 31-64-000-66 County: Fairfield

**Unique Entity Identifier (UEI) Information from SAM.GOV:**

604746987	Fairfield County Sheriff's Office	N/A
Unique Entity Identifier	Entity Name as it appears in SAM.gov	Expiration

**Program Administrator**

*(Example: Chief of Police, Sheriff, Parks Director, etc.)*

Name / Title: Jared B. Collins / Chief Deputy

Address: 345 Lincoln Ave.

City / State / Zip: Lancaster, Ohio, 43130

Phone & Ext: 740-652-7253

E-Mail: jared.collins@fairfieldcountyohio.gov

**Marine Patrol Contact(s)**

*(Example: Officer/Supervisor/Official in Charge of the Marine Patrol Program)*

Name / Title: Jared Collins / Chief Deputy/ Law Enforcement Division

Address: 345 Lincoln Ave.

City / State / Zip: Lancaster, Ohio 43130

Phone & Ext: 740-652-7253

Alternate Phone: 740-808-2649

E-Mail: Jared.collins@fairfieldcountyohio.gov

Other Name / Title: Jason Hodder / Lieutenant / Program Supervisor

Phone & Ext: 740-652-7905

E-Mail: Jason.hodder@fairfieldcountyohio.gov

Other Name / Title: Mike Busby / Deputy / Boat Lead

Phone & Ext: 740-652-7911

E-Mail: Mike.busby@fairfieldcountyohio.gov

**NOTE:** Include email address of all contacts you want to be included in the email distribution list. If any changes occur after this has been submitted, please submit a revised copy to:

Cindy Bellar  
[Cynthia.Bellar@dnr.ohio.gov](mailto:Cynthia.Bellar@dnr.ohio.gov)





**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



## Marine Patrol Schedule

Marine Patrol Unit Name: Fairfield County Sheriff's Office

**A. Years of Continuous Service**

0 The specific number of continuous years of participation in the Division's Marine Patrol Assistance Grant Program. If your agency experienced a break in continuous service with the Marine Patrol Assistance Grant Program for any reason, please reflect this accurately by stating the most recent years of continuous participation.

**B. Operations**

NOTE: The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and most of the weekends between Memorial Day through Labor Day.

1. The marine patrol program is scheduled to operate from 05/25/2024 (mm/dd/yyyy) to 09/14/2024 (mm/dd/yyyy).

2. Boat patrols and courtesy vessel safety inspections are scheduled from 05/25/2024 (mm/dd/yyyy) to 09/14/2024 (mm/dd/yyyy).

3. Estimated Average Weekly Boat Patrol and Inspection Hours: 30

4. Does your agency have an appropriate and dedicated law enforcement patrol vessel for use? If yes, please describe.

Yes, 24 foot Trophy Police Patrol center console with a 150 Yamaha outboard engine.

5. Does the waterway(s), in which your agency will patrol, restrict access to members of a private community?

No

6. Are all officers or individuals who patrol commissioned Ohio Peace Officers? If no, explain.

Yes



**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



**C. Waterway(s) and Patrol Description/Technique**

Please complete the following page regarding your agency's marine patrol schedule. List the waterway(s) your agency will patrol in the left column. Provide anticipated patrol times and patrol description or techniques for each waterway.

	<b>Waterway</b>	<b>Patrol Times</b>	<b>Description/Techniques</b>
1.	Buckeye Lake	Friday 1200 to 1900	General Patrol, courtesy assistance and service to the islands within Fairfield County.
2.	Buckeye Lake	Saturday 1200 to 1900	General Patrol, courtesy assistance and service to the islands within Fairfield County.
3.	Buckeye Lake	Sunday 1000 to 1600	General Patrol, courtesy assistance and service to the islands within Fairfield County.
4.	Buckeye Lake	Holidays and special events	General Patrol, courtesy assistance and service to the islands within Fairfield County.
5.	Buckeye Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Spec Ops Dive Rescue, Walnut Twp. FD, Licking County Sheriff's Office and Perry County Sheriff's Office.
6.	Rush Creek Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Spec Ops Dive Rescue, and Perry County Sheriff's Office.
7.			



Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance



8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



## Agency Information

### A. Boating Access and Docks

1. 2000 Total number of docks (public, private, & rack storage) within jurisdiction.
2. 12 Total numbers of paved boat launch lanes within jurisdiction.

### B. Total Surface Acres of Water

1. 1868 Total surface acres of water in your jurisdiction that is greater than two feet deep excluding wetlands and swamps. Please provide surface acres, not miles of shoreline square miles, etc.
2. **New applicants attach a map of the waterways you patrol indicating your jurisdictional boundaries (or, if previously submitted maps have changed)**

### C. Uniqueness of Area and/or Extenuating Circumstances

Provide a written narrative describing the uniqueness of your jurisdiction, boating area, and/or any extenuating circumstances. This narrative can reflect things that are beyond the agency's control and that influence the outcome of the agency's marine patrol program (i.e., weather, mechanical failures, budget, night/day traffic volume, boater use pattern, special non-marine events, proximity or non-proximity to metropolitan areas, presence of establishments that serve alcohol, amphitheaters, ball parks, navigation hazards, etc.). Attach additional page(s) as necessary.

As Ohio's oldest state park, Buckeye Lake is an area rich in history and diverse in environmental attractions. Due to its size and proximity to Columbus and central location in the state, Buckeye Lake has become a premier recreational area. With the completion of the dam project Buckeye Lake has experienced a level of growth surpassing any expectations.

Buckeye Lake sits in 3 counties, Fairfield, Licking and Perry. Over half of the lake is in Fairfield County.

The Fairfield County Sheriff's Office patrols all of the unincorporated areas around the lake and islands.

The Fairfield County Sheriff's Office started our Marine Patrol program last year with 3 Deputies and a LESO 1033 military surplus boat.

The need to assist and augment the ODNR mission on the lake is clear. Due to heavy recreational and fishing boat traffic at all hours, dozens of liquor establishments and multiple privately owned islands within the Sheriff's Office jurisdiction it became imperative for the Fairfield County Sheriff's Office to develop a presence on the lake and partner with ODNR Officers on the water.

The Fairfield County Sheriff's Office averaged 20 hours of coverage on the lake per week last year and participated in several events and joint operations with ODNR, Fire/EMS and Dive Rescue. The Sheriff's Office is currently a participating member of the Fairfield County Spec Ops Dive Rescue unit and has 4 Deputies assigned.

The Fairfield County Sheriff's Office Marine Patrol intends to increase the weekly Patrol hours to at least 30, as well as continuing coverage on holiday weekends. The Sheriff's Office is committed to continuing our partnerships with ODNR, Fire/Ems and Dive Rescue as well as developing possible partnerships or agreements with other jurisdictions on the lake.



**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



[A large, empty rectangular box intended for the applicant to provide details for the grant application.]







**Ohio Department of Natural Resources Division of Parks and Watercraft  
Marine Patrol Assistance Grant Program  
Application for Assistance**



**F. Commercial Traffic**

List the types of commercial traffic that navigate in or through the agency's jurisdiction (i.e., freighter, commercial barge traffic, locks, commercial vessels carrying greater than 6 passengers, seaports, etc.). Attach additional pages as necessary.

Type of Commercial Traffic	Estimated Numbers
Queen of the Lake dinner cruise	1
Fishing Charters	15-20
Charter Taxi boats	5-10
Kayak outfitters	5-10

**G. Local ordinances, regulations, laws**

Please attach all local ordinances, regulations, laws that your agency would enforce within your jurisdiction. Do not include ORC or OAC that we have on file already.

**H. Utilize the provided Excel spreadsheet at <https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/apply-for-grants/grants/marine-patrol-assistance> for your Estimated Budget**



Prosecutor's Approval Page

**Resolution No.**

**A Resolution to enter into a grant agreement with the Ohio Department of Natural Resources.**

(Fairfield County Sheriff)

Approved as to form on 5/22/2024 2:54:35 PM by Amy Brown-Thompson,



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

**Resolution No. 2024-05.28.y**

**A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources**

(Fairfield County Sheriff)

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

Voting:

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

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

# ROUTING FORM FOR CONTRACTS

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

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
  - 1.  Under \$75,000
  - 2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - 3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - 4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  - 5.  Emergency (Follow procedure under ORC 307.86(A))
  - 6.  Sole Source (attach documentation as to why contract is sole source)
  - 7.  Other: Grant Award \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): Grant Award
- 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 \_\_\_\_\_)
  - 3.  Obtained 5 quotes for purchases under \$75,000 (as applicable)
  - 4.  Purchase Order is included with Agreement

Signed this 22 day of May, 202024

Monica Roney  
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.\***

## SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** (“ODNR”), acting through its **Division of Parks and Watercraft**, with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **COUNTY OF FAIRFIELD, SHERIFF’S OFFICE** (UEI# MAM8KFZZ4UL5), which is located at 345 Lincoln Ave., Lancaster, OH 43130 (“Subrecipient”).

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of a Recreational Boating Safety Grant, awarded through the U.S. Department of Homeland Security, U.S. Coast Guard. This grant is identified by Federal Award Identification Number (FAIN) 70Z02324MO0002737, which became effective on October 1, 2023, with a total award amount of \$4,822,108.00, and an approved indirect rate of 18.5%. This grant is made under Assistance Listing Number 97.012 Boating Safety Financial Assistance. This Agreement is a subaward of that grant.

**Total Award Committed to Subrecipient:           \$10,592.11**

**Total Award Obligated for this Action:           \$10,592.11**

**Cumulative Award Total Obligated (including this action and all prior actions):       \$10,592.11**

Subrecipient is an applicant who submitted a grant application to ODNR for this grant program. Under R.C. § 1501.01, ODNR may provide federal pass-through grants to eligible applicants. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: establish, maintain, or operate a marine patrol program to enforce the rules, regulations, and ordinances promulgated by state and local authorities regarding watercraft operation and to provide emergency response services during watercraft accidents.

The parties therefore agree as follows:

- 1. Award.** ODNR hereby awards to the Subrecipient a Marine Patrol Grant Assistance Program grant subaward not to exceed \$10,592.11 for performance and completion of the deliverables detailed in the attached Exhibits A - Scope of Work and Budget and B - Minimum Program Requirements (“Exhibits”) (the “Project”). Subrecipient agrees to contribute \$3,530.70 (25%) as matching funds, including cash and in-kind contributions.
- 2. Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Exhibits, program guidelines, and the project application/proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR such reports and documents as required by ODNR and 2 CFR §200.330; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; and (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Exhibits, unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after the completion of the Project.

3. **Notice.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p><b>Subrecipient Contact:</b></p> <p>Jared Collins Chief Deputy Fairfield County Sheriff's Office 345 Lincoln Avenue Lancaster, OH 43130 (740) 652-7253 <a href="mailto:Jared.Collins@fairfieldcountyohio.gov">Jared.Collins@fairfieldcountyohio.gov</a></p>	<p><b>ODNR Program Contact:</b></p> <p>Cindy Bellar Natural Resources Major ODNR Parks and Watercraft 2045 Morse Road, A-2 Columbus, OH 43229 (614) 265-6504 <a href="mailto:Cynthia.Bellar@dnr.ohio.gov">Cynthia.Bellar@dnr.ohio.gov</a></p>	<p><b>ODNR Federal Contact:</b></p> <p>Sean Landon Grant Administrator ODNR Div. of Parks and Watercraft 2045 Morse Road, A-3 Columbus, OH 43229 (614) 265-6977 <a href="mailto:Sean.Landon@dnr.ohio.gov">Sean.Landon@dnr.ohio.gov</a></p>
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4. **Research and Development.** Grant funds shall not be used for research and development.
5. **Indirect Costs.** Grant funds are not authorized for indirect costs.
6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of January 1, 2024. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. The Project shall be completed by December 15, 2024 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. This Agreement shall terminate on December 15, 2024, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
7. **Budget Period.** The budget period for this Agreement is January 1, 2024 through December 15, 2024.
8. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR. If appropriations are approved, ODNR may continue this Agreement past the current biennium by mutual written agreement between the parties.
9. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.

10. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
11. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
12. **Nondiscrimination in Employment.** Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient, shall comply with all federal and Ohio statutes, executive orders, and regulations implementing 42 U.S.C. Part 2000(d), Title IV of the Civil Rights Act of 1964 and R.C. Chapter 4112, prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available for work related to the Project. Subrecipient further agrees that Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.  
  
Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall comply with Ohio and federal statutes, executive orders, and regulations to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all orders, requests, and directions from the State of Ohio and federal agencies pertaining to the enforcement of the aforementioned nondiscrimination laws.
13. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
14. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
15. **Prevailing Wage.** Pursuant to Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), if applicable, Subrecipient shall require that all contractors pay the prevailing wage rate of the locality on all work performed on the Project. Subrecipient and any of its contractors shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), including making the required reports to the prevailing wage coordinator.

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16. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
17. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
18. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
19. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).
20. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
21. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
22. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).
23. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.

24. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
25. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
26. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
27. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
28. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
29. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
30. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
31. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
32. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall



comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.

33. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
34. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
35. **Trafficking In Persons.** Subrecipient shall not: (i) engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (ii) procure a commercial sex act during the period of time that the subaward is in effect; or (iii) use forced labor in the performance of the subaward, pursuant to section 106(g) of the federal Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
36. **Federal Single Audit Requirement.** Subrecipient shall comply with the federal single audit requirements in 2 CFR 200.501.
37. **In-Kind Match.** If applicable, Subrecipient shall comply with 2 CFR 200.306 when using in-kind contributions as matching funds for this Project.
38. **Independent Capacity of Subrecipient.** The parties agree that the Subrecipient, and any agents or employees of the Subrecipient, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio for any purpose. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.
39. **Department of Homeland Security Standard Terms and Conditions.** Applicable provisions of the Department of Homeland Security's Standard Terms and Conditions apply to Subrecipient as if fully reproduced herein. Those terms and conditions may be found at: [https://www.dhs.gov/sites/default/files/publications/fy19\\_dhs\\_standard\\_terms\\_and\\_conditions\\_v9.3\\_9.19.19.pdf](https://www.dhs.gov/sites/default/files/publications/fy19_dhs_standard_terms_and_conditions_v9.3_9.19.19.pdf)
40. **Approval for changes in expenditures.** Subrecipient established a budget for the Project and is summarized in Exhibit A. The details specified in Exhibit A shall be binding to the Subrecipient regarding expenditures under this Agreement. Changes or transfer of funds between budget categories (personnel,

uniform, equipment, or miscellaneous expenses) exceeding fifteen percent of the total budget amount shall require prior written notice to ODNR and prior written approval from ODNR.

41. **Unspent funds.** Subrecipient shall submit a complete and accurate accounting of expenditures under this Agreement to ODNR's Division of Parks and Watercraft postmarked on or before December 15, 2024. If any portion of the total program cost remains unspent on December 15, 2024 then ODNR's share of the unspent funds based on the program cost established by this Agreement shall be immediately returned to ODNR.
42. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
43. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
44. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
45. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
46. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
47. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

*[SIGNATURE PAGE FOLLOWS]*

Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT

OHIO DEPARTMENT OF NATURAL RESOURCES

COUNTY OF FAIRFIELD, SHERIFF'S OFFICE

DVISION OF PARKS AND WATERCRAFT

DocuSigned by:  
By: Audrea Cordle  
34C88E03716A4B0...

DocuSigned by:  
By: Glen Cobb  
F68PCCA2E749488...

Printed Name: Audrea Cordle

Printed Name: Glen Cobb

Title: County Administrator

Title: chief

Date: June 3, 2024

Date: June 3, 2024

DocuSigned by:  
By: Alex Lape  
A51A402ED9874FE...

Printed Name: Alex Lape

Title: sheriff

Date: June 3, 2024

## Exhibit A Scope of Work and Budget

### Scope of Work Description:

The County of Fairfield, Sheriff's Office will use their Marine Patrol Grant Assistance Program funds to maintain and operate a marine patrol. Under this program, the purpose of a marine patrol is to enforce Chapters 1547 and 1548 of the Ohio Revised Code and the rules adopted under these Chapters, and to provide emergency response to boating accidents that occur on the water. This marine patrol will serve to protect the lives and property of persons participating in recreational boating on Buckeye Lake and Rush Creek Lake. Expenditures will include Mustang life jackets, emergency lighting, radios, siren, hailer, supplies, and fuel.

### Budget Summary:

Category	Estimated Agency Match	Estimated ODNR Funds	Estimated Category Totals
I. Personnel	\$ -	\$ -	\$ -
II. Uniforms	\$ 237.00	\$ 711.00	\$ 948.00
III. Equipment	\$ 1,751.20	\$ 5,253.61	\$ 7,004.81
IV. Miscellaneous	\$ 1,542.50	\$ 4,627.50	\$ 6,170.00
<b>Estimated Totals</b>	<b>\$ 3,530.70</b>	<b>\$ 10,592.11</b>	<b>\$ 14,122.81</b>

Estimated Total Program Costs

\$14,122.81

Total Amount Awarded

\$10,592.11

Agency Match

\$3,530.70

New Program Total

\$14,122.81

## Exhibit B Minimum Program Requirements

### A. Agency Ability

The agency must have a comprehensive program to enable their marine patrol to:

1. Respond to all search and rescue (SAR) and assistance calls.
  - a. The Division of Parks and Watercraft and the marine patrol should implement the Incident Command System (ICS), originally developed for response to wildfires but now adopted by the National Association for Search and Rescue (NASAR) to be utilized for all forms of emergency response.
2. Conduct boating accident investigations including proper filing of required boating accident reports.
  - a. For this Agreement a:
    - **boating casualty** is defined as an occurrence involving a vessel or its equipment that results in a fatality, a disappearance, or a personal injury that requires medical treatment beyond first aid.
    - **boating accident** is defined as an occurrence involving damage to a vessel and/or other property totaling more than \$1,000.00 or the total loss of a vessel.
  - b. Division field offices and marine patrols should immediately notify the other upon the initial awareness of any boating casualty or accident within the marine patrol's territorial jurisdiction to initiate a SAR response, begin an investigation, or both as appropriate.
  - c. The Division agrees to investigate all recreational boating casualties and will endeavor to investigate other recreational boating accidents.
  - d. The Division and marine patrols shall fully and expeditiously share all information relative to the investigation of a boating casualty or accident. The marine patrol or the Division, whichever is responsible, shall complete the investigation. In addition, the investigating agency shall complete and submit a Watercraft Incident Casualty Report (WICR) to the Division's Law Enforcement Section. The information on the WICR may be included in the U.S. Coast Guard Boating Accidents Statistics Report.
3. Conduct stolen boat and marine equipment theft investigations including proper filing of required forms.
4. Maintain marine patrol services in the event of non-boating emergencies or assistance calls.

### B. Enforcement

1. The enforcement policy established by the agency's marine patrol program shall coincide with the nationwide boating safety program.
2. Each marine patrol shall maintain an operation and enforcement policy that is practiced by each marine patrol officer.

## **Exhibit B**

### **Minimum Program Requirements**

#### **C. Supervision**

1. Each agency shall evaluate their marine patrol program annually with input from the Division and shall adjust the program's direction.
2. Each agency shall provide a supervisor for their marine patrol officers. The supervisor will be responsible for the officers' and agency's performance in meeting the Minimum Program Requirements.

#### **D. Officer Training**

1. Each marine patrol officer must be trained to meet the standards established by the agency for land patrol.
2. Each officer is required to successfully complete the:
  - a. Ohio Boating Education Course and
  - b. Ohio Basic Marine Patrol Training Course.
3. Each officer is required to be current in cardiopulmonary resuscitation (CPR) and basic first-aid training.
4. Representation and participation by the agency is mandatory at refresher or specialized training offered by the Division pertaining to marine patrol and/or marine law enforcement.

#### **E. Schedule**

1. The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and most of the weekends between Memorial Day and Labor Day.
2. The marine patrol schedule shall be consistent with local boating traffic, with maximum patrol efforts corresponding to the heaviest boating traffic. Patrol schedules shall be coordinated with the local Division field office.
3. Eighty percent (80%) of all marine patrol hours shall occur on boat patrol. The remainder of all marine patrol hours shall occur at the ramps, docks, or marinas conducting vessel safety inspections, or other marine patrol related duties and activities.

#### **F. Patrol Equipment**

1. The marine patrol shall have a patrol vessel that has the capability to efficiently handle all routine work including patrol, boarding, tows, entrance to harbors, and be able to function in storm conditions. New agencies entering the program must provide their own vessel.
2. Each patrol vessel shall be equipped with the following equipment:
  - a. Vessel equipment required by federal, state, or local laws
  - b. First-aid kit
  - c. PA system
  - d. Blue flashing light and siren

## **Exhibit B**

### **Minimum Program Requirements**

- e. Radio communications
  - f. Extra PFD's, fire extinguishers, and emergency navigation lights/chemical lights
  - g. Tow equipment
3. All equipment shall be maintained at a level that eliminates shutdown or down time due to minor repairs.
  4. The marine patrol shall require its officers and employees to wear a properly fitted USCG approved personal flotation device while on a vessel and conducting activities that are funded through the program. It will be the agency's discretion to determine the type of PFD to be worn. The PFD selected shall be used in accordance with the Ohio Revised Code. Additionally, the PFD must be worn in accordance with both the requirements listed on the approval label and the specifications listed in the owner's manual.
  5. If a marine patrol uses a patrol vessel which is equipped with an engine cutoff switch (with a physical lanyard or wireless fobs), the marine patrol shall require the operator of the vessel to use the switch according to training and manufacturer's instructions while conducting activities that are funded through the program. The engine cutoff switch shall always be used when the engine is running, and the vessel is underway. In the event the use of the engine cutoff switch creates an unsafe condition, including officer safety or swift water operations, or in the event of an emergency override, the operator may temporarily operate the boat without the use of the switch until such time that the unsafe condition has passed.

#### **G. Records**

1. The marine patrol shall maintain record of the following daily activities:
  - a. Date and day marine patrol activities were conducted
  - b. Officer name and shift worked
  - c. Officer patrol hours dedicated strictly to boat patrol
  - d. Boat log (or engine) hours – amount of time patrol boat was on the water
  - e. Ramp hours conducting vessel safety inspections
  - f. Officer land patrol hours that are strictly associated with marine patrol
  - g. Number of written vessel safety inspections (DNR 8271 or equivalent) completed
  - h. Number of warnings issued
  - i. Number of citations issued
  - j. Number of assistance calls responded to
  - k. Number of boating education courses taught
2. All marine patrol hours, expenses, and/or year-end statistics dedicated to the terms of this Agreement may not be reported or dedicated to any other agency or organization for the purpose of fulfilling the requirements one or more additional grant Agreement(s) or

## **Exhibit B**

### **Minimum Program Requirements**

other financial supplement to the marine patrol (i.e., this grant program and a federal homeland security grant program simultaneously).

#### **H. Inspection Program**

Each marine patrol must develop a vessel safety inspection program. The inspection program shall meet the following criteria:

1. A vessel safety inspection shall be conducted:
  - a. Upon boater request at a ramp or docking area
  - b. During a watercraft enforcement contact
  - c. In accordance with the Boater Freedom Act of 2013
2. Each vessel safety inspection shall include:
  - a. An examination of required legal documents
  - b. An examination of all required safety equipment
  - c. A written copy that is retained as record of each inspection
  - d. A written copy that is provided to the boat owner or operator
  - e. Educating the boater regarding required safety equipment, operational laws, local boating information, etc.

#### **I. Public Education**

1. The marine patrol officer shall be able to provide local boating information to the boating public.
2. The marine patrol officer shall be able to provide an educational response to questions concerning boating laws, local boating problems, or hazards.



Signature Page

Resolution No. 2024-06.25.n

A Resolution to Authorize the Establishment of a New Fund and 2024 Budget for the Marine Patrol Grant

(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 DLEF 7830 SF 8288 and JAG 7829 SF 8353 [Major Crimes Unit]**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 78783013 DLEF Grant and 78782924 JAG Grant; 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:

78783013 CONTRACTUAL SERVICES \$10,793.23  
78783013 OTHER \$15,000.00

78782924 CONTRACTUAL SERVICES \$2,000.08

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**For Auditor's Office Use Only:**

78783013 530000 Contract Services \$10,793.23  
78783013 590815 Confidential Funds \$15,000.00  
  
78782924 544025 Rent \$2,000.08

Prepared by: Megan Poling  
cc: Major Crimes Unit

Signature Page

Resolution No. 2024-06.25.o

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category DLEF #7830, SF #8288, and JAG #7829, SF #8353

(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 June 27, 2024.

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

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**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

**INVOICES BY DEPARTMENT**

06/27/2024 to 06/27/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1201</b>	<b>COMM-ECONOMIC DEV</b>								
	<b>Fund: 7831 - WRKFCE INN OPP ACT 20/21</b>								
5403807	06/27/2024	6396	FAIRFIELD CO JFS	WIOA OMJ CTR 6.7.24	06/07/2024	24000565	C0625	WIOA OMJ CTR 6.7.24	23,369.24
5403808	06/27/2024	6396	FAIRFIELD CO JFS	WIOA ADULT 6.7.24	06/07/2024	24000563	C0625	WIOA ADULT 6.7.24	34,307.24
5403809	06/27/2024	6396	FAIRFIELD CO JFS	WIOA DW 6.7.24	06/07/2024	24000564	C0625	WIOA DW 6.7.24	27,558.00
								<b>TOTAL: COMM-ECONOMIC DEV</b>	<b>85,234.48</b>

**INVOICES BY DEPARTMENT**

06/27/2024 to 06/27/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1270</b>			<b>COMM-MAINTENANCE</b>						
			<b>Fund: 1001 - GENERAL FUND</b>						
5403806	06/27/2024	940	CCAO	2542	05/22/2024	24000636	C0625	CCAO SUMMER SYMPOSIUM 2024 - JEFF FIX	249.00
								<b>TOTAL: COMM-MAINTENANCE</b>	<b>249.00</b>

**INVOICES BY DEPARTMENT**

06/27/2024 to 06/27/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$85,483.48**

\_\_\_\_\_  
Commissioner Steven A. Davis

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Commissioner Jeffrey M. Fix

\_\_\_\_\_  
Commissioner David L. Levacy

\_\_\_\_\_  
Date

Signature Page

Resolution No. 2024-06.25.p

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.



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