

TO: NEWS MEDIA
DATE: NOVEMBER 16, 2020

Five pages

**SUBJECT: EXCERPTS FROM COMMISSIONERS'
MEETING OF NOVEMBER 9, 2020**

**MEMORANDUM OF UNDERSTANDING – FAYETTE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES, VISITATION AND EXCHANGE CENTER PREMISES
AND FACILITIES**

It was moved by Mr. Anderson and seconded by Mr. Garland to enter into the following Memorandum of Understanding:

This Memorandum of Understanding is entered this 9th day of November, 2020 by and between The Board of Fayette County Commissioners (hereafter “Board”) and the Fayette County Department of Job and Family Services (hereafter “DJFS”) to occupy and use property, including the structure and facilities located thereon, situated at 224 North Main Street, Washington Court House, Ohio 43160 (hereafter the “Property”) for the following uses and purposes and under the following terms and conditions:

- 1. TERM.** The Board allows use of the Property to DJFS for a term of Twelve (12) months, commencing on January 1, 2021 and ending December 31, 2021, renewable thereafter for successive terms of One (1) year each upon DJFS providing notice of intent to renew not less than Sixty (60) days prior to the end of the initial term and the end of each succeeding term. Notwithstanding the foregoing the Board may terminate this MOU at any time upon either (a) DJFS ceasing to provide the services described below on the premises or (b) for convenience upon the Board providing DJFS notice of termination not less than Thirty (30) days prior to the effective date thereof.
- 2. USES AND PURPOSES.** DJFS, its officials, agents, employees and other authorized representatives shall have the exclusive right and obligations, subject to the right of the Board hereinafter set forth to inspect and otherwise enter upon the Property, to occupy and use the Property for the sole purpose of providing social services and a safe environment for individuals and families of Fayette County in connection with the exchange of their children for purposes of visitation, and/or when necessary to provide security and oversight for such visitations to be conducted upon the Property.
- 3. CONDITION OF PROPERTY/MAINTENANCE/UTILITIES.** DJFS acknowledges that it accepts occupancy of the Property in its present condition “as is”, and that it shall during the initial term and any renewal term of this MOU maintain the interior of the Property in good order, and in a clean and sanitary condition, and shall pay for all repairs and maintenance to all equipment, furnishings, and fixtures. Board, during the initial term and any renewal term of this MOU, shall maintain in good order, condition and repair, and shall pay for all repairs and maintenance to all heating & ventilating, plumbing, electrical systems and appliances and replace

when necessary the roof and all other structural elements and the exterior of the Property, including the driveways, sidewalks, parking areas on the Property.

DJFS shall pay all telephone, internet and cable TV (if any), and all other utility service which it may require, and which are not the responsibility of the Board, for the Property. Board shall pay all electricity, gas, water and sewer utility service for the Property.

4. **INSURANCE AND INDEMNITY.** DJFS maintains CORSA insurance which will provide coverage against fire and casualty on the appliances, furniture and fixtures and other personal property on the Property. Board shall maintain fire and casualty insurance on the building.

5. **DAMAGE AND DESTRUCTION.** If the Property is damaged by fire or other casualty so as to be rendered untenable in whole or in substantial part, then either DJFS or the Board shall have the option to terminate this MOU effective as of the date of the casualty, upon giving written notice to the other party.

6. **ASSIGNMENT AND SUBLETTING.** DJFS shall not assign this MOU or sublet the Property in whole or in part without the Board's prior written consent.

7. **DEFAULT/BREACH.** DJFS' obligation to provide Visitation and Exchange services are of primary importance to the board in the use of the Property on the terms and conditions hereof. Accordingly, in the event DJFS shall cease to provide such services for any reason whatsoever, or shall breach any other term of condition hereof, Board shall have the right to terminate this MOU effective upon the giving of written notice to DJFS. Whereupon, DJFS shall surrender the use of the Property forthwith back to the Board in as good condition as found upon the commencement of the MOU, reasonable wear and tear accepted.

8. **ENTRY AND INSPECTION.** Board, or its authorized agents and employees, shall have the right to enter the Property at all reasonable times upon at least 24 hours advance notice to DJFS, except in case of emergency, for the purposes of inspecting the condition of the Property or making necessary or convenient repairs.

CONTRACT – FAYETTE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CARING FOR KIDS, TITLE IV-E CHILD PLACEMENT AND RELATED SERVICES

It was moved by Mr. Anderson and seconded by Mr. Garland, per the request of Faye Williamson, Director, to approve the contract between the Fayette County Department of Job and Family Services (Agency) and Caring For Kids, Inc., 650 Graham Road, Suite 101, Cuyahoga Falls, 44221, for the placement and related services for children who are in the care and custody of the Agency. Effective term of the contract is from October 15, 2020 through December 31, 2021. Maximum amount payable under the contract is \$75,000.00. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.

AGREEMENT - CENTRAL OHIO AREA AGENCY ON AGING OF THE CITY OF COLUMBUS, RECREATION AND PARKS DEPARTMENT, HOME ENERGY ASSISTANCE PROGRAM (HEAP)

It was moved by Mr. Garland and seconded by Mr. Anderson to enter into an agreement with the Central Ohio Area Agency on Aging of the City of Columbus, Recreation and Parks Department for Home Energy Assistance Program (HEAP) funds with the provider being the Fayette County Commission on Aging. The contract period is September 1, 2020 through August 31, 2021 with the contract amount not to exceed \$3,800.00, unless modified by the City of Columbus. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.

LEASE AGREEMENT - PITNEY BOWES, OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, POSTAGE EQUIPMENT, FAYETTE COUNTY ADULT DETENTION FACILITY

It was moved by Mr. Anderson and seconded by Mr. Garland to enter into a lease agreement with Pitney Bowes, Inc., for postage equipment through the Ohio Department of Administrative Services, for the Fayette County Adult Detention Facility. Term of the lease is 60 months with a monthly payment of \$134.89 for the first year and \$169.48 for years 2 through 5, billed quarterly. Original lease and list of leased equipment on file. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.

2nd PUBLIC HEARING HELD - FLOOD PLAIN RESOLUTION REVISIONS

The Board of Fayette County Commissioners conducted the second of two public hearings November 9, 2020 at 10:00 A.M. at the Commissioners' office as advertised with the following members present: Mr. Dean, Mr. Garland and Mr. Anderson.

Also in attendance: Chet Murphy, Fayette County Flood Plain Manager; Mr. Dan Drake, Assistant Prosecuting Attorney and Dana Foor, Administrative Clerk, no member of the public were in attendance.

Chester Murphy, Fayette County Flood Plain Manager presented a draft revision of the Flood Plain Regulations for review. The revisions are being considered in order to be compliant with current FEMA policies, including, but not limited to, Policy 104-008-03, issued February 2020 which authorizes communities to grant variances for certain agricultural structures.

The revisions to the Flood Plain Regulations can be viewed at the Fayette County Commissioners Office or Fayette Soil & Water, 1415 US 22 SW, Suite 500, Washington Court House.

With no other discussion to be had the public hearing was concluded and the Commissioners proceeded to approve and adopt the amended Fayette County Special Purpose Flood Damage Reduction Resolution. The complete Special Purpose Flood Damage Reduction

Resolution can be viewed at the Fayette County Board of Commissions Office or the Fayette Soil & Water Conservation District Office.

**RESOLUTION TO APPROVE AND ADOPT AMENDED FAYETTE COUNTY
SPECIAL PURPOSE FLOOD DAMAGE REDUCTION RESOLUTION**

It was moved by Mr. Anderson and seconded by Mr. Garland to approve and adopt the following resolution:

Whereas, the Fayette County Board of Commissioners (hereafter "Board") previously adopted the Special Purpose Flood Damage Reduction Resolution (hereafter the "Resolution") pertaining to the use and occupancy of real property within the county which is situated within the flood plain and flood way areas designated as such on the maps and other documents authorized and required by the Federal Emergency Management Agency (hereafter "FEMA"), and related federal and state laws and regulations, and,

Whereas, the Board deems is necessary and advisable for the further protection of the public health, safety and welfare, and for the purpose of updating the Resolution also as required by FEMA, in collaboration with the Fayette Soil & Water Conservation District which has submitted to the Board for their review and approval Amended Flood Plain Management Rules and Regulations which are attached hereto as Exhibit "A" and incorporated herein, and,

Whereas, pursuant to the authority of Ohio Revised Code Sections 307.37 and 307.79, and the applicable provisions of state and federal laws and regulations, the Board has conducted two public hearings on November 2, 2020 and November 9, 2020, as required by such statutory authority, and has considered comments on the record of such hearings of those individuals present who wished to be heard either in support or opposition to the adoption of such rules and regulations, or who otherwise wished to be heard on the matter, and the comments and recommendation of the Fayette County Soil and Water Conservation District, now therefore,

BE IT RESOLVED BY THE FAYETTE COUNTY, OHIO BOARD OF COMMISSIONERS AS FOLLOWS:

1. That the Special Purpose Flood Damage Reduction Resolution heretofore approved and adopted by the Board of Commissioners be amended as set forth and known as the Amended Fayette County Flood Plain Rules and Regulations for the use and occupancy of real property situated within the Flood Plain and Flood Way areas of the county designated as such by the maps and other documents as amended and required by FEMA as set forth in Exhibit "A" attached hereto and incorporated herein.
2. That the Fayette Soil & Water Conservation District, and its authorized representative, be and it is hereby designated the Fayette County Floodplain Administrator/Manager for all purposes related to the administration, implementation, and enforcement of such rules and regulations, and shall coordinate such responsibilities with the Fayette County Engineer and the Fayette County Building Department whenever necessary.

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

**RESOLUTION APPROVING RECIPIENTS OF CARES ACT SMALL BUSINESS
EMERGENCY RELIEF GRANT PROGRAM FUNDS**

It was moved by Mr. Anderson and seconded by Mr. Garland to award the following recipients for funds through the CARES Act Small Business Emergency Relief Grant Program:

Werner's Smokehouse	\$10,000.00
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Quali-Tee Design Sportswear	\$10,000.00
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Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.