

REGULAR SESSION AUGUST 30, 2021

This day the Board of Morrow County Commissioners met at the Morrow County Fairgrounds, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Whiston and Mr. Siegfried.

Public in attendance: Athena Abraham, John Harsch (EMA), Pat Davies (Auditor) and Christina High (Jail).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Whiston, who then proceeded with the business at hand. The following matters came before the Board for their consideration and approval.

**IN THE MATTER OF
APPROVAL OF THE MINUTES
OF REGULAR SESSION OF AUGUST 25, 2021: 21-R-620**

Mr. Abraham made a motion to approve the minutes of regular session of August 25, 2021, as recorded in the Commissioners Journal # 49.

Mr. Siegfried duly seconded this motion

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 21-R-621**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 60 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

**IN THE MATTER OF
PAY-INS: 21-R-622**

The following pay-ins were made to Patricia K. Davies, Morrow County Auditor:

Receipt Batch #2016	Payments received from Chesterville customers for sewer fund 5159	\$531.09
	Payments received from Johnsville customers for sewer fund 5100	\$477.90
	Payments received from Ketterman customers for sewer fund 5121	\$166.97
	Payments received from Somoco customers for sewer fund 5110	\$1,895.08
Receipt #212363	Payment received from Delaware County Health Department for September 2021 rent fund 2072-1070-470802	\$650.00
Receipt Batch #2019	Payments received from Chesterville customers for sewer fund 5159	\$499.40
	Payments received from Johnsville customers for sewer fund 5100	\$301.49
	Payments received from Ketterman customers for sewer fund 5121	\$228.94
	Payments received from Somoco customers for sewer fund 5110	\$188.27
Receipt Batch #2021	Payments received from Chesterville customers for sewer fund 5159	\$186.00
	Payments received from Johnsville customers for sewer fund 5100	\$59.00
	Payments received from Somoco customers for sewer fund 5110	\$76.31

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – AUDITOR'S REAL ESTATE ASSESSMENT FUND 2706: 21-A-112**

At the request of Patricia Davies, Morrow County Auditor, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following accounts:

2706-7006-510130	Employee Wages	\$65,000.00
2706-7006-510211	OPERS Employee Share	\$ 7,500.00
2706-7006-510213	Medicare Employer Share	\$ 750.00

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND
1000, AUDITOR: 21-A-113**

At the request of Patricia Davies, Morrow County Auditor, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following accounts:

1000-7005-530312 Auditing Services \$1,200.00

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND 1000, AUDITOR: 21-T-070**

At the request of Patricia Davies, Morrow County Auditor, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – to cover the Auditors Wage for the balance of the year.

From 1000-7002-520350 Professional Organizations Dues and Fees to 1000-7002-510110 Auditor Wages in the amount of \$1,237.00.

From 1000-7002-520350 Professional Organizations Dues and Fees to 1000-7002-510211 OPERS Employers Share in the amount of \$175.00.

From 1000-7002-520350 Professional Organizations Dues to 1000-7002-510213 Medicare Employer Share in the amount of \$15.00.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., “yea” ...,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – S.V.A.A. FUND 2446, PROSECUTOR: 21-T-071**

At the request of Thomas Smith, Morrow County Prosecutor, a motion was made by Mr. Siegfried to approve the following transfer of funds:

**Reason – to fully use monies available to pay health insurance.

From 2446-4496-510130 Employee Wages to 2446-4496-510220 Health Insurance Employer Share in the amount of \$1,300.00

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., “yea” ...,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROVAL TO UPDATE PUBLIC RECORDS POLICY FOR MORROW COUNTY
COMMISSIONERS: 21-R-623**

WHEREAS, on November 21, 2007, Resolution# 07-R-739, the Morrow County Commissioners approved to adopt public records policy for Morrow County Board of Commissioners; and

WHEREAS, the Morrow County Commissioners would like to update their policy to include the Public Records Policy Poster and update the Request for Public Records Information form:

**MORROW COUNTY
PUBLIC RECORDS POLICY POSTER**
Ohio Revised Code § 149.43 (E) (2)

Citizens are entitled to access the records of their government. Morrow County will provide prompt inspection and copies of public records.

DEFINITION OF PUBLIC RECORD

Stored on a fixed medium (paper, electronic, etc.); is created, received by, or sent under the jurisdiction of a public office, and documents the organization, functions, policies, decisions, etc.

EXEMPTIONS TO PUBLIC RECORDS LAW

The confidential nature of certain types of information or records precludes their release per Ohio Revised Code 149.43 (A) (1). A listing of exemptions is available on the County website at www.morrowcountyohio.gov and/or <http://auditor.co.morrow.oh.us/>

RECORDS REQUESTS

Records requests shall be promptly prepared and made available for inspection during regular business hours within a reasonable period of time. Requested records must be identified with sufficient clarity to allow the office to identify, retrieve, and review. If the request is ambiguous, or overly broad, the request may be denied.

- Requests may be oral or in writing. To obtain public records, a written request, the requester's identify, and the intended use of the records is not mandatory.
- The requester will be informed of the manner in which records are maintained and the requester is provided an opportunity to revise the request.
- Records may be provided on paper, on the medium they are kept, or any medium that the office determines can reasonably be duplicated as an integral part of normal operations. An office representative shall make the requested copies of a public record and be present when a public record is being reviewed. The office may limit the number of requests by mail. Incarcerated persons may receive public records if the judge who imposed the sentence of incarceration or the judge's successor finds that the information sought is necessary to support a justifiable claim of the person.

DENIAL OF REQUESTS

If a request is denied, in part or in whole, the requester shall receive a written explanation, including legal authority, why the request was denied.

COSTS FOR PUBLIC RECORDS

The requester must pay the actual cost of reproduction which does not include employee time. If copying by an outside contractor is required, the requester must pay the total cost of the contractor to the County. The County may require the requester to pay in advance. Photocopies are twenty five center (\$.25) per page, unless legally permitted otherwise and posted. The cost of video tapes, cassette tapes, computer disks, or other media shall be the cost of the media to the County. Mailing costs including mailing supplies (envelope, etc.) are also included in the cost to the requester for public records.

EMAIL

Email is subject to disclosure if the definition of a public record is met in accordance with the Public Records Act.

FAILURE TO RESPOND TO A PUBLIC RECORDS REQUEST

If a requester feels that they have been improperly denied public records, the office shall advise the requester that they may contact the public office's senior representative, request a meeting be called with the County Prosecutor, or seek legal remedy as outlined in the Ohio Revised Code.

A full version of the County's Public Records Policy may be obtained by logging onto morrowcountyohio.gov, <http://auditor.co.morrow.oh.us> by called 419.947.4085, or ask for a copy of the policy where this poster is located.

THEREFORE, Mr. Siegfried made a motion to approve the amending the policy to include the Public Records Policy Poster and updating the Public Records Information form.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston..., "yea"

**IN THE MATTER OF
APPROVAL FOR CHAIRMAN TOM E. WHISTON TO SIGN NOMINATION FORM FOR
THE SOMOCO WWTP IMPROVEMENTS PROJECT: 21-R-624**

Mr. Abraham made a motion to approve Chairman Tom E. Whiston to sign the Ohio Environmental Protection Agency, Water Pollution Control Loan Fund (WPCLF) nomination form for the Somoco WWTP Improvements project.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 21-R-625**

Mr. Siegfried made a motion to recess session at 9:07 a.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-626**

Mr. Siegfried made a motion to return to regular session

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROVAL TO ISSUE LETTER TO TERMINATE CONTRACT WITH ARAMARK FOOD SERVICE: 21-R-627**

WHEREAS, the Morrow County Correctional Facility currently has a food service contract with Aramark through November 17, 2021; and

WHEREAS, the Morrow County Correctional Facility is seeking to change food service contracts; and

WHEREAS, termination of contract requires a 60 day term notice;

THEREFORE, Mr. Whiston made a motion to approve issuing a letter to Aramark Food Service to indicate termination of contract as of November 17, 2021 at the Morrow County Correctional Facility and continue services through November 30, 2021.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston.., “yea”

**IN THE MATTER OF
APPROVAL OF FOOD SERVICES AGREEMENT WITH TRINITY SERVICES GROUP, INC FOR THE MORROW COUNTY CORRECTIONAL FACILITY AND APPROVAL FOR CHAIRMAN TO SIGN: 21-R-628**

Mr. Siegfried made a motion to approve the Food Services agreement between Morrow County and Trinity Services Group, Inc. for the Morrow County Correctional Facility and approval for Chairman Tom E. Whiston to sign.

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Morrow County (“Client”), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 (“Trinity”).

WITNESSETH:

WHEREAS, Client desires to avail itself of Trinity’s food services at the Morrow County Correctional Facility; and

WHEREAS, Trinity desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT’S GRANT TO TRINITY

1.1 Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Morrow County Correctional Facility (such location hereinafter referred to as the “Premises”), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles (“Products”) as shall be approved by the Client (such food service hereinafter referred to as “Services”).

- SECTION 2. TRINITY’S RESPONSIBILITIES**
- SECTION 3. CLIENT’S RESPONSIBILITIES**
- SECTION 4. FINANCIAL ARRANGEMENTS (includes Exhibit A)**
- SECTION 5. INDEMNIFICATION AND INSURANCE**
- SECTION 6. COMMENCEMENT AND TERMINATION**

6.1 Unless sooner terminated as provided herein, the term of this Agreement shall be for one (1) year beginning on 12-01-2021 and continuing for up to four (4) additional one (1) year renewal terms thereafter upon mutual agreement of the parties.

6.2 Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

- SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**
- SECTION 8. EXCUSED PERFORMANCE**
- SECTION 9. ASSIGNMENT**
- SECTION 10. ENTIRE AGREEMENT AND WAIVER**
- SECTION 11. NOTICES**
- SECTION 12. CONFIDENTIALITY**
- SECTION 13. INFORMATION TECHNOLOGY SECURITY**
- SECTION 14. EXECUTION**
- SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**
- SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

s/Tom E. Whiston, Morrow County

s/Trinity Services Group, Inc.

****A complete copy of this agreement will be on file with the Morrow County Commissioner’s office**

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., “yea” ..,Mr. Siegfried..., “yea” .., Mr. Whiston..., “yea”

**IN THE MATTER OF
 APPROVAL OF MASTER SERVICES AGREEMENT BETWEEN MORROW COUNTY
 SHERIFF’S OFFICE AND SMART COMMUNICATIONS HOLDING, INC. FOR THE
 MORROW COUNTY CORRECTIONAL FACILITY AND APPROVAL FOR CHAIRMAN TO
 SIGN : 21-R-629**

Mr. Abraham made a motion to approve the Master Services Agreement between Morrow County Sheriff’s Office and Smart Communications Holding, Inc. for inmate communications and maintenance services to be effective September 1, 2021 and approval for Chairman Tom E. Whiston to sign.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between Morrow County Sheriff's Office, hereinafter referred to as "Customer" and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

s/Tom E. Whiston
Customer: Morrow County

s/Jon Logan
Provider: Smart Communications Holding, Inc.

****A complete copy of this agreement will be on file with the Morrow County Commissioner's office**

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
 APPROVAL OF THE SCHEDULE OF SERVICES AGREEMENT BETWEEN THE
 MORROW COUNTY SHERIFF'S OFFICE AND SMART COMMUNICATIONS HOLDING,
 INC. FOR THE MORROW COUNTY CORRECTIONAL FACILITY AND APPROVAL FOR
 CHAIRMAN TO SIGN: 21-R-630**

Mr. Abraham made a motion to approve the Schedule of Services agreement between the Morrow County Sheriff's Office and Smart Communications Holding, Inc. for the Morrow County Correctional Facility and approval for Chairman Tom E. Whiston to sign.

SCHEDULE OF SERVICES AGREEMENT

This Schedule is between the Morrow County Sheriff's Office, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Morrow County Correctional Facility, 101 Home Rd, Mt. Gilead, OH 43338.

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

- SmartKiosk and Secure Network
- SmartInmate Electronic Messaging
- Customer's Responsibilities (SmartInmate Electronic Messaging)
- Patented MailGuard Postal Mail Elimination System
- Customer's Responsibilities (MailGuard)
- Patented MailGuard Legal System
- Law Library
- Commissary Hosting and Integration
- Customer Training

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

s/Tom E. Whiston
Customer: Morrow County

s/Jon Logan
Provider: Smart Communications Holding, Inc.

****A complete copy of this agreement will be on file with the Morrow County Commissioner's office**

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Abraham..., "yea" ..,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 21-R-631**

Mr. Abraham made a motion to recess session at 9:33 a.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-632**

Mr. Siegfried made a motion to return to regular session at 2:13 p.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

There being no further matters to bring before the board, a motion to adjourn was made by Mr. Abraham and duly seconded by Mr. Whiston.

Roll Call Vote: ...,Mr. Abraham..., "yea" ...,Mr. Siegfried..., "yea" .., Mr. Whiston.., "yea"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS