

REGULAR SESSION MAY 24, 2021

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Siegfried and Mr. Whiston.

Public in attendance: Alberta Stojkovic (Sentinel), Andy Ware (Development) and Sarah Cleveland.

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 MAY 19, 2021: 21-R-368**

Mr. Abraham made a motion to approve the minutes of regular session of May 19, 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-369**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 74 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-370**

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

Receipt Batch #1785	Payments received from Chesterville customers for sewer fund 5159	\$899.92
	Payments received from Johnsville customers for sewer fund 5100	\$116.00
	Payments received from Ketterman customers for sewer fund 5121	\$279.20
	Payments received from Somoco customers for sewer fund 5110	\$1,508.42
Receipt Batch #1788	Payments received from Chesterville customers for sewer fund 5159	\$1,584.48
	Payments received from Johnsville customers for sewer fund 5100	\$118.00
Pay-in #211432	Payment received from Inmate Calling Solutions for Mar 2021 phone commissary commission	
Sheriff's fund portion 2901-1020-420204	\$2,267.38	General fund portion 1000-1020-420204
\$400.12		

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY SERVICES FUND 2152 WIOA: 21-A-063**

At the request of Sundie Brown, Director, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account:

2152-1102-530334	WIOA Dislocated Worker Shared/Indirect Costs	\$20,000.00
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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, JAIL: 21-T-029**

Mr. Abraham made a motion to approve the following transfer of funds:

**Reason – to encumber money for DLZ Architecture, Inc agreement for SB 310 Local Jails Project Grant assistance

From 1000-0117-550720 Gen Fund Capital Improvements to 1000-0119-530310 Jail Professional Services in the amount of \$10,000.00

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, SHERIFF VEHICLES: 21-T-030**

Mr. Siegfried made a motion to approve the following transfer of funds:

**Reason – to encumber money for PO for equipment on the two 2021 vehicles ordered

From 1000-0635-550740 Sheriff Replacement Vehicles to 1000-0119-550792 Public Safety Equipment in the amount of \$4,518.24

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT: 21-R-371**

Mr. Siegfried made a motion to approve the following Ohio Department of Job and Family Services Subgrant Agreement G-2223-11-6969 as presented:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-2223-11-6969
RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as “ODJFS”), the Ohio Department of Medicaid (hereinafter referred to as “ODM”) and the Morrow County Board of County Commissioners (hereinafter referred to as “Board”), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two “pass-through entities” and a “subrecipient” as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Morrow County for the operation of the Morrow county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I. PURPOSE OF THE
SUBGRANT/SUBGRANT DUTIES**

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Morrow CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Morrow County and of the Morrow CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies, that there is a balance in the appropriation not already allocated to pay current obligations.

The Parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

s/Sundie Brown, CDJFS/PCSA/CSEA Director s/Matthew Damschroder, ODJFS Interim Director
 s/Tom Whiston s/Maureen Corcoran, Director
 s/Tim Abraham
 s/Tim Siegfried

**A complete copy of this agreement will be on file with the Morrow County Commissioners' Office

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 AUTHORIZATION FOR CHAIRMAN TOM WHISTON TO SIGN THE MORROW
 COUNTY JOB & FAMILY SERVICES TITLE XX COUNTY PROFILE: 21-R-372**

At the request of Sundie Brown, Director of Morrow County Job & Family Services, a motion was made by Mr. Siegfried, authorizing Chairman Tom Whiston to sign the proposed Title XX County Profile for program period 10-01-21 through 09-30-22.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF PARTICIPATION AGREEMENT REGARDING THE USAGE OF
 THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF
 OHIO SERVICE CORPORATION AND WEST PUBLISHING CORPORATION, EXECUTED
 MAY, 2021: 21-R-373**

Mr. Abraham made a motion to approve the Participation Agreement regarding the usage of the agreement between the County Commissioners Association of Ohio Service Corporation and West Publishing Corporation, executed May, 2021.

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for u sage of the program as of June 1, 2021 through May 31, 2023, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, Morrow County Job and Family Services, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 after a Request for Proposal was issued, the proposal was reviewed, it was determined that West Publishing Corporation offered the best access to location data and prison data through CLEAR, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager – The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) – An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term – The period commencing June 1, 2021 and ending on May 31, 2023.

Vendor – West Publishing Corporation

Agreement – That certain contract effective June 1, 2021 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2023. The Agreement provides for two additional two-year extensions. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2021 with the understanding that they will be added at a rate of \$32.41 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$33.38 per user, per month, for the period June 1, 2022 to May 31, 2023. Real time incarceration and arrest records may be added at a rate of \$100.00 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$103.00 per user, per month, for the period June 1, 2022 to May 31, 2023. Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2021 to May 31, 2022

Alerts	Cost Per Month
100	\$44.00
300	\$72.00
500	\$114.00
1,000	\$216.00
1,500	\$315.00
3,000	\$612.00
5,000	\$990.00
10,000	\$1,920.00
25,000	\$4,650.00

June 1, 2022 to May 31, 2023

Alerts	Cost Per Month
100	\$46.00
300	\$76.00
500	\$120.00
1,000	\$227.00
1,500	\$331.00
3,000	\$643.00
5,000	\$1,040.00
10,000	\$2,016.00
25,000	\$4,883.00

4. Pay a program administrative expensed to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2021 until May 31, 2023. The program administrative expense will be invoiced each year in the month of June for 2021 and 2022, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in processing of said payments.
6. Notify the Manager no later than **March 15, 2023** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.

2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
 3. Immediately notify Participant if a public records request is made relating to Participant records that are in possession of CCAOSC.
 4. Give Participant written notice no later than March 15, 2023 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2023.
 5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
 6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manger for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.
- C. Ohio CSEA Directors' Association (Manager) agrees to:
1. Be bound by the terms and conditions of the Agreement.
 2. Assist in the registration and management of users under the Agreement.
 3. Assist in procuring all necessary signatures for the Participation Agreement.
 4. Issue billing statements on a monthly basis. The first one will be for June 1, 2021.
 5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or

military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

s/County Commissioners Assoc of Ohio Address: 209 East State Street
Columbus, Ohio 43215

s/Morrow Board of Commissioners Address: 80 N. Walnut Street
Mt. Gilead, Ohio 43338

s/Morrow County Job & Family Services Address: 619 W. Marion Road
Mt. Gilead, Ohio 43338

s/Ohio CSEA Directors' Association (OCDA) Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR 407 COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS – COMMON PLEAS COURT: 21-R-374**

Mr. Whiston made a motion to approve the following Ohio Department of Rehabilitation and Correction Subsidy Grant Agreement for 407 Community-Based Non-Residential Corrections Programs for Common Pleas Court as presented:

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS**

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Morrow County (hereinafter referred to as Grantee), located at 48 East High St., Mount Gilead, Ohio, 43338. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program

services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of **up to** Twenty-Nine Thousand dollars (\$29,000.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$3,625.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee’s designee. Such payments will be made during the first month of each quarter of the Grantor’s fiscal year until the Funds have been expended. The program’s tax identification number is 31-6400079. Grantee’s total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	407-PSI-2022/23-AppMorroCPAPD-00023	\$29,000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

s/Christopher Galli, Chief
Bureau of Community Sanctions

s/Cynthia Mauser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

s/Tom Whiston
County Commissioner

s/Robert Hickson Jr.
County Executive

s/Tim Abraham
County Commissioner

s/Tim Siegfried
County Commissioner

**A complete copy of this agreement will be on file with the Morrow County Commissioners’ 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR 408 COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS – COMMON PLEAS COURT: 21-R-375**

Mr. Abraham made a motion to approve the following Ohio Department of Rehabilitation and Correction Subsidy Grant Agreement for 408 Community-Based Non-Residential Corrections Programs for Common Pleas Court as presented:

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR 408
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS**

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Morrow County (hereinafter referred to as Grantee), located at 48 East High St., Mount Gilead, Ohio, 43338. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to Two Hundred and Thirty-Six Thousand Seventy-two dollars (\$236,072.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$29,509.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee’s designee. Such payments will be made during the first month of each quarter of the Grantor’s fiscal year until the Funds have been expended. The program’s tax identification number is 31-6400079. Grantee’s total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Pretrial	408-PT-2022/23-AppMorroCPAPD-00047	\$38,000
Intensive Supervision	408-ISP-2022/23-AppMorroCPAPD-00048	\$198,072

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

s/Christopher Galli, Chief
Bureau of Community Sanctions

s/Cynthia Mauser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

s/Tom Whiston
County Commissioner

s/Robert Hickson Jr.
County Executive

s/Tim Abraham
County Commissioner

s/Tim Siegfried
County Commissioner

**A complete copy of this agreement will be on file with the Morrow County Commissioners’ 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 REAPPOINT NORMAN MILLER TO THE MORROW COUNTY BOARD
OF ZONING APPEALS: 21-R-376**

WHEREAS, Norman Miller’s term on the Morrow County Board of Zoning Appeals expired on May 20, 2021; and

WHEREAS, Mr. Miller has agreed to serve another term of May 21, 2021 – May 20, 2026;

THEREFORE, Mr. Abraham made a motion to approve the reappointment of Norman Miller to the Morrow County Board of Zoning Appeals for another term.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CASH ADVANCE FROM GENERAL FUND TO
JOHNSVILLE/PERRY SEWER DISTRICT FUND: 21-R-377**

WHEREAS, Johnsville/Perry sewer district has a loan payment due and because of higher than normal expenditures the first half of 2021 there is not enough cash to make this payment; and

WHEREAS, a request is being made to transfer \$10,000 in cash from the General Fund to Johnsville/Perry Sewer District Fund 5100 with the agreement that this will be paid back before December 31, 2021;

THEREFORE, Mr. Whiston made a motion to approve the cash advance from the General Fund to Johnsville/Perry Fund in the amount of \$10,000 to be paid back by December 31, 2021.

Mr. Siegfried 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: 21-A-064**

Mr. Abraham made a motion to appropriate from the unappropriated certified monies to the following account to process cash advance to Johnsville sewer:

1000-0101-590910	Transfer Out	\$10,000.00
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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 (CASH) GENERAL FUND TO JOHNSVILLE FUND
5100: 21-T-031**

Mr. Siegfried made a motion to approve the following transfer of funds for cash advance:

From 1000-0101-590910 General Fund Transfer Out to 5100-1090-490931 Johnsville Transfer In in the amount of \$10,000.00

Mr. Abraham 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-378**

Mr. Siegfried made a motion to recess session at 9:48 a.m.

Mr. Abraham 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-379**

Mr. Whiston made a motion to return to regular session at 3:34 p.m.

Mr. Siegfried 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