
REGULAR SESSION DECEMBER 9, 2020

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. Davis and Mr. Whiston.

Mr. Castle via phone

Public in attendance: Mike Goff (Treasurer), Alberta Stojkovic (Sentinel) and John Yust (Coroner's office).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Davis, 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 DECEMBER 7, 2020: 20-R-900**

Mr. Whiston made a motion to approve the minutes of regular session of December 7, 2020, as recorded in the Commissioners Journal # 49.

Mr. Davis duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 20-R-901**

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

Mr. Whiston duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "abstain"

**IN THE MATTER OF
PAY-INS: 20-R-902**

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

Pay-in #203545 Payment received from Ketterman customers for sewer fund 5121 \$111.68
Pay-in #203546 Payment received from Johnsville customers for sewer fund 5100 \$354.00
Pay-in #203547 Payment received from Chesterville customers for sewer fund 5159 \$1,687.48
Pay-in #203548 Payment received from Somoco customers for sewer fund 5110 \$43.56
Pay-in #203549 Payment received from Johnsville customers for sewer fund 5100 \$354.00
Pay-in #203562 Payment received from Johnsville customers for sewer fund 5100 \$359.90
Pay-in #203563 Payment received from Chesterville customers for sewer fund 5159 \$1,085.76
Pay-in #203564 Payment received from Somoco customers for sewer fund 5110 \$125.55

**IN THE MATTER OF
TRANSFER OF FUNDS – BOARD OF ELECTIONS FUND 2097 HAVA GRANT: 20-T-194**

At the request of April Brown, Deputy Director, a motion was made by Mr. Castle to approve the following transfer of funds:

**Reason – to reimburse postage and close out CARES

From 2097-0116-550740 Computer/Equipment/Furniture to 2097-0116-530342 Postage in the amount of \$170.72

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
TRANSFER OF FUNDS – DOG & KENNEL, AUDITOR: 20-T-195**

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

**Reason – need more appropriation for advertising in Dog and Kennel

From 2005-7002-510120 Employee Wages to 2005-7002-530340
Communications/Printing/Advertising in the amount of \$600.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle..., “yea”

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY
SERVICES FUND 2121 COUNCIL FOR GOV'T: 20-A-174**

Mr. Whiston made a motion to appropriate from the unappropriated certified monies to the following account due to the budget commission certifying more appropriations at their December 7, 2020 meeting:

2121-1054-530335 Council for Gov't Multi-System Youth Program Services \$7,527.46

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle..., “yea”

**IN THE MATTER OF
APPROVAL TO ADVERTISE THE ACCEPTANCE OF SEALED BIDS FOR
MISCELLANEOUS OFFICE FURNITURE/EQUIPMENT/SUPPLIES NO LONGER
NEEDED BY THE COUNTY: 20-R-903**

Mr. Davis made a motion to approve the following legal notice to be advertised to accept sealed bids for miscellaneous office furniture/equipment and supplies no longer needed by the County.

Request for Sealed Bids for Office Furniture/Equipment/Supplies

The Morrow County Commissioners are accepting sealed bids for miscellaneous office furniture/equipment/supplies no longer needed by the County. The items will be available for inspection at the former county home barn on Home Road, ½ mile North of State Route 42 from 1:00 – 3:00 p.m. on Wednesday December 30, 2020. All sealed bids will be received by the Morrow County Commissioners' Office located at 80 N. Walnut St., Mt. Gilead, OH 43338 until 10:00 a.m. on January 13, 2021 at which time sealed bids will be opened and read aloud.

The Morrow County Board of Commissioners shall have the right to reject any or all bids and to determine the lowest and best bidder.

The successful bidder will have 10 days from the acceptance of the bid to provide payment in the form of cash or check and remove items during specified hours Monday – Friday.

Advertise: December 16 and December 23, 2020, Morrow County Sentinel and www.morrowcountyohio.gov

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle..., “yea”

**IN THE MATTER OF
APPROVAL TO INCREASE SOMOCO SEWER RATES EFFECTIVE
JANUARY 1, 2021: 20-R-904**

Mr. Davis made a motion to increase Somoco sewer rates 10% effective January 1, 2021.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROVAL OF RATES FOR KETTERMAN, JOHNSVILLE AND
CHESTERVILLE/WENMOR SEWER EFFECTIVE JANUARY 1, 2021: 20-R-905**

Mr. Whiston made a motion to have the sewer rates for Ketterman, Johnsville and Chesterville/Wenmor to remain the same for 2021.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN MORROW SOIL AND
WATER CONSERVATION DISTRICT, MORROW COUNTY BOARD OF
COMMISSIONERS, AND MORROW COUNTY ENGINEER: 20-R-906**

WHEREAS, the Morrow County Engineer is responsible for the Ditch Program; and

WHEREAS, the Soil and Water Conservation District has agreed to provide technical services to perform the duties of the ORC 6131 petition works of improvement process with the help of the County Engineer and the Board of County Commissioners; and

WHEREAS, a Memorandum of Understanding has been developed spelling out the responsibilities of all parties, and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners Mr. Davis made a motion that a memorandum of Understanding outlining the responsibilities of all parties is hereby approved and shall be adhered to from this time forward until all parties determine the need to make changes to such agreement.

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

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROVAL OF MORROW COUNTY GOVERNMENT GUEST WIRELESS INTERNET –
TERMS OF SERVICE AND ACCEPTABLE USE POLICY: 20-R-907**

Mr. Davis made a motion to approve the Morrow County Government Guest Wireless Internet – Terms of Service and Acceptable Use Policy as presented:

Morrow County Government Guest Wireless internet - Terms of Service and Acceptable Use Policy

The BOARD OF COMMISSIONERS OF MORROW COUNTY, OHIO, which is hereafter referred to as "Morrow County" is pleased to offer free wireless internet access within the Morrow County Courthouse Complex buildings for internet browsing.

You may use the Wi-Fi ("Service") only if you agree to the following terms of service ("Agreement") each time you access the Wi-Fi. If you agree with and accept the Agreement, please indicate your acceptance by checking the box: "Accept." If you do not agree with what you read below, then you can close your web browser and access will be denied.

Access to Wi-Fi

Your access to the Wi-Fi is completely at the discretion of Morrow County and may be blocked, suspended, or terminated with or without notice at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Morrow

County, disruption of access to other Users or networks, violation of applicable laws or regulations or at the pleasure of Morrow County without cause. Morrow County may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes, each time.

*Guest Wi-Fi is provided as a service. The Morrow County Information Technology staff is at no obligation to assist users in connecting to the Wi-Fi other than confirming it is working.

Use of Wi-Fi

Your access to Wi-Fi is conditioned on your legal and appropriate use of the service. Although Morrow County has and accepts no obligation to monitor your use of Wi-Fi, edit, or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through Morrow County Wi-Fi, it reserves the right to do so without notice and at its own discretion. As a user, you understand that this is an unsecured and unencrypted connection to the internet and that you should take appropriate security precautions. You acknowledge that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity who originated the Content. This means that you are entirely responsible for all Content that you post, email or otherwise transmit via Morrow County Wi-Fi. Morrow County does not control the Content available through Wi-Fi and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using Morrow County Wi-Fi, you may be exposed to Content that is offensive, indecent or objectionable. Morrow County is not liable in any way for Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via Morrow County Wi-Fi. You are responsible for obtaining or providing all equipment necessary to access this service. Morrow County staff shall not provide technical support for any private equipment.

You agree that your use of Morrow County Wi-Fi and any activities conducted online through the Morrow County Wi-Fi shall not violate any applicable law or regulation, including any rules, regulations and policies applicable to any network, server, database, web site or internet Service Provider that you access through the Service or the rights of Morrow County or any third party.

The use of the Service for the following activities is prohibited:

- Spamming or invasion of privacy.

- Any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

- The advertisement, solicitation, transmission, storage, posting, display or other activity which makes available obscene or indecent images or other materials. Morrow County will notify and fully cooperate with law enforcement if it becomes aware of any use of this service related to child pornography, solicitation of sex with minors or other illegal uses.

- The transmission, posting, uploading, or other activity which makes available defamatory, harassing, abusive, or threatening material or language, that encourages bodily harm, destruction of property or harasses another.

- The forging or misrepresentation of message headers, in whole or in part, to mask the originator of the message.

- Illegal or unauthorized access to computers, accounts, equipment or networks belonging to another party, or attempted penetration of security measures of another system. This includes any activity used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

- Distributing information regarding the creation of and the sending of internet viruses, worms, trojan horses, ping, flooding, mail bombing, or denial of service attacks.
- Activities that disrupt the use of or interfere with the ability of others to use Morrow County Wi-Fi.
- Advertising, transmitting, or otherwise making available any software, hardware or service designed to violate this Agreement, including the facilitation of spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.
- Transferring technology, software, or other materials in violation of export laws and applicable regulations.
- Using the Service in violation of applicable laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Selling, transferring or renting the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Public Records Notification:

Any information provided by you to Morrow County, including but not limited to feedback, questions, comments, and suggestions is non-confidential and subject to the Ohio public record law. Morrow County has no obligation of any kind with respect to such information and is free to reproduce, use, and disclose the information to others without limitation. In addition, records of usage of the service, including the number of users, length of the session, and sites visited may become public records subject to public inspection pursuant to the law.

Disclaimer Regarding Sites Visited:

The Morrow County Guest Wi-Fi provided is access to the internet. Therefore, Morrow County makes no representations concerning content on the internet. There are risks in using any information, software, services or products found on the internet. It is your obligation to understand these risks before retrieving, using, relying upon, or purchasing anything via the internet.

Disclaimer:

You acknowledge that: (i) the Service may not be uninterrupted or error-free; (ii) the signal may vary from one location to another and the speed may vary; (iii) viruses or other harmful applications may be available through the Service; (iv) Morrow County does not guarantee the security of the Service; (v) unauthorized third parties may access your computer or files or otherwise monitor your connection; and (vi) Morrow County's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability set forth herein and it would require a substantial charge if any of these provisions were unenforceable.

THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY MORROW COUNTY (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

No Consequential Damages:

UNDER NO CIRCUMSTANCES WILL MORROW COUNTY, ITS ELECTED OFFICIALS,

EMPLOYEES, ATTORNEYS, AUDITORS, AGENTS, OR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF YOUR USE OF THE MORROW COUNTY GUEST Wi-Fi. MORROW COUNTY MAKES NOT EXPRESS OR IMPLIED WARRANTY, CONTRACT, REPRESENTATION, OR OTHER CLAIM CONCERNING THE ADEQUACY OR AVAILABILITY OF ITS GUEST Wi-Fi. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT MORROW COUNTY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. NOTHING HEREIN SHALL CONSTITUTE A WAIVER OF MORROW COUNTY'S RIGHT OF SOVEREIGN IMMUNITY OR THE APPLICATION OF THE NEW MEXICO TORT CLAIMS ACT.

Indemnity:

You agree to indemnify and hold harmless Morrow County, and its officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or in violation of law or regulation, or any breach of this agreement. This action will not be construed to limit or exclude any other claims, remedies or affirmative defenses that Morrow County may assert under this Agreement or by law.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle.., "yea"

**IN THE MATTER OF
 APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MORROW
 COUNTY AUDITOR AND THE MORROW COUNTY COMMISSIONERS AND THE
 MORROW SOIL AND WATER CONSERVATION DISTRICT: 20-R-908**

Mr. Davis made a motion to approve the following Memorandum of Understanding:

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE MORROW COUNTY AUDITOR
 AND THE MORROW COUNTY COMMISSIONERS
 AND THE MORROW SOIL AND WATER CONSERVATION DISTRICT**

This memorandum of understanding is entered into on the 2nd day of December, 2020, by and between the Morrow County Auditor whose principal place of business is 48 East High Street, Mt. Gilead, Ohio (hereinafter referred to as the "Auditor"), the Morrow County Commissioners whose principal place of business is 80 North Walnut Place, Mt. Gilead, Ohio (hereinafter referred to as the "Commissioners"), and the Morrow Soil and Water Conservation District, a soil and water conservation district organized and existing under the laws of the State of Ohio, whose principal place of business is 5362 US Highway 42, Suite 2020, Mt. Gilead, Ohio, (hereinafter called the "District".)

WITNESS IT THEREFORE

Whereas, Agriculture is an important industry in Morrow County and it is in the best interest of the Auditor, Commissioners and District to promote agriculture commerce, and

Whereas, the Current Agricultural Use Valuation ("CAUV") program provides important economic benefits to agricultural landowners helping to stabilize the agricultural economy of the county, and

Whereas, the Auditor is responsible for the implementation of the Current Agricultural Use Valuation program; and

Whereas, the Auditor is compelled to perform regular compliance checks for the CAUV program insuring landowners compliance with CAUV rules; and

Whereas, the District has the required technical knowledge and capability to perform such compliance checks; and

Whereas, the District through the support of the Commissioners has staff resources to provide technical assistance to landowners on the behalf of the Auditor for the CAUV program; and

Whereas, recognizing this mutual concern and responsibility, the Auditor, Commissioners and the District set forth their responsibilities in the Memorandum of Understanding.

It is therefore agreed:

1. THE AUDITOR SHALL:
 - a. Cooperate with the District in the development and implementation of a program that will both assist and educate landowners in the aspects of the CAUV program.
 - b. Within the limitations of his/her authorities and resources, cooperate with the Commissioners to provide financial resources to be utilized by the District that will enable the District to provide additional technical assistance to the Auditor for the review of CAUV applications.
 - c. Communicate regularly with District personnel to ensure that the Auditor's needs are being met in regards to recording requirements on the review of CAUV applications.
 - d. Within the limitations of his/her resources, provide to the County Commissioners funds equivalent to \$25.00 for each CAUV application to be reviewed (maximum of \$5,000.00) for appropriation by the Commissioners to the District. An addendum to this agreement shall be prepared annually that establishes the current number of applications to be reviewed.
2. THE DISTRICT SHALL:
 - a. Work with the Auditor by evaluating properties that are enrolled in the CAUV program by completing onsite field inspections as requested by the Auditor.
 - b. Complete inspections for parcels enrolled in timber production or in USDA conservation programs for compliance in the CAUV program as requested.
 - c. Submit a report of findings from inspections to the Auditor to include verification of USDA program compliance or a land use dedicated to timber production.
 - d. Provide all reports and documents to the Auditor within required timelines as specified by the Auditor.
 - e. Promote Best Management Practices for the sustainable use of existing forestlands for timber production to landowners participating in the CAUV program.
3. THE COMMISSIONERS SHALL:
 - a. Within the limitations of their authorities and resources, work cooperatively with the Auditor and District to appropriate funds sufficient to allow the implementation of this memoranda.
4. IT IS MUTUALLY AGREED:
 - a. That the Auditor, District, and Commissioners will cooperatively work together to develop and implement all aspects of this memorandum.
 - b. That the District is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
 - c. That the Auditor, under authority granted in the Ohio Revised Code, is responsible for the implementation of the CAUV program and is therefore responsible for all regulatory decisions and actions that may arise from this memorandum.
 - d. That the working relationship is defined to include open lines of communications with all appropriate personnel and departments.
 - e. That the Auditor, Commissioners, and District will work together to determine whether any changes to this memorandum are needed for any future agreements.
 - f. That the Auditor and District will meet when necessary to review and coordinate activities and efforts pertinent to this memorandum.

- g. That this memorandum may be amended or terminated at any time with mutual consent of all parties. The memorandum may also be terminated by either party by giving sixty (60) days' notice in writing to the other.
- h. That this memorandum is in effect for the period of January 1, 2021 through December 31, 2021.
- i. That this memorandum shall be interpreted according to the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties shall have hereunto set their respective hands and seals this 2nd day of December 2020.

MORROW COUNTY AUDITOR
s/Pat K. Davies 12/7/2020

MORROW SOIL & WATER CONSERVATION DISTRICT
s/ Mike Sayers

MORROW COUNTY COMMISSIONERS
s/Tom E. Whiston 12/9/2020
s/Warren E. Davis 12/9/2020
s/Burgess W. Castle 12/9/2020

Revised and approved to form: MORROW COUNTY PROSECUTOR
s/ Charles Howland

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle..., "yea"

**IN THE MATTER OF
APPROVAL FOR VICE CHAIRMAN TO SIGN EQUITABLE SHARING AGREEMENT AND
CERTIFICATION FOR THE MORROW COUNTY PROSECUTOR: 20-R-909**

Mr. Whiston made a motion to approve Vice Chairman Warren E. Davis to sign Equitable Sharing Agreement and Certification Annual Certification report as completed by the Morrow County Prosecutor's office.

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: OH059013A
Agency Name: Morrow County Prosecuting Attorney **Type: Prosecutor's Office**
Mailing Address: 60 E. High St.
Mt. Gilead, OH 43338

FY End Date 12/31/2019 **Agency FY 2020 Budget: \$739,615.50**

Annual Certification Report

Summary of Equitable Sharing Activity Justice Funds Treasury Funds

1) Beginning Equitable Sharing Fund Balance	\$603.18	\$0.00
2) Equitable Sharing Funds Received	\$0.00	\$0.00

3) Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4) Other Income	\$0.00	\$0.00
5) Interest Income	\$0.00	\$0.00
6) Total Equitable Sharing Funds Received	\$603.18	\$0.00
7) Equitable Sharing Funds Spent	\$0.00	\$0.00
8) Ending Equitable Sharing Funds Balance	\$603.18	\$0.00

Agency Head
s/Charles S. Howland

GOVERNING BODY HEAD
s/Warren Davis

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL OF APPOINTMENTS TO THE OHIO CHILDREN’S TRUST FUND: 20-R-910**

WHEREAS, Morrow County has two (2) open seat appointments on the Ohio Children’s Trust Fund Council; and

THEREFORE, Mr. Whiston made a motion to appoint Michelle Davenport and Cheri Pennington to the open seats on the Ohio Children’s Trust Fund Council.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 20-R-911**

Mr. Whiston made a motion to recess session at 9:24 a.m.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

Commissioner Castle is no longer in session

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-912**

Mr. Davis made a motion to return to regular session at 12:28 p.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “absent”

McKibben Joint Ditch Zoom Meeting with Marion County regarding an extension of the ditch work
12:30 p.m.

**IN THE MATTER OF
AGREEMENT FOR COUNTY CORONER SERVICES – MONTGOMERY COUNTY AND
APPROVAL FOR VICE-CHAIRMAN TO SIGN: 20-R-913**

Mr. Davis made a motion to approve the following agreement for County Coroner Services:

AGREEMENT FOR COUNTY CORONER SERVICES

This is an agreement entered into as the 9th day of December, 2020, between the Board of Commissioners of Morrow County, Ohio, (hereinafter referred to as the Commissioners) a political subdivision of the State of Ohio, a body corporate and political created pursuant to Chapter 307 of the Ohio Revised Code and Kent Harshbarger, the Montgomery County, Ohio Coroner.

In consideration of the mutual promises set forth below, the parties agree as follows:

1. During the term of the Agreement, the Montgomery County Coroner will be appointed by the Morrow County Commissioners as the Morrow County Coroner for the valuable consideration of \$1.00 per year. Herein after referred to as “the Coroner.”
2. The Coroner or his deputy will provide bond as required by O.R.C. 313.03. All costs related to this legal requirement will be paid by the Morrow County Commissioners from the Morrow County general fund as well as obtaining the Bond.
3. The Coroner, may but will not be required to answer or respond to investigations in Morrow County, Ohio. All investigation requests may be handled by the coroner’s deputy.
4. Dr. Matthew Hintz will be appointed as deputy coroner effective with this agreement and paid a salary of \$30,993 from the Coroner fund through the Morrow County payroll system.
5. The appointed deputy shall perform the coroner’s statutory duties as set forth in O.R.C. 313.01 to 313.22 inclusive of the Revised Code.
6. The Coroner or his deputy will have full access to any coroner’s facilities in Morrow County, Ohio during the term of this agreement. These facilities may include office space, laboratory and morgue.
7. All Coroner records relating to Morrow County, Ohio will be kept at the coroner’s office in Morrow County, Ohio. If no office is available the records will be kept at the office of the Clerk of Courts for Morrow County, Ohio.
8. The Board of Morrow County Commissioners will hold the Montgomery County Coroner and Montgomery County, Ohio harmless for any civil liabilities that should arise due to the deputy coroner’s activities or investigative staff in Morrow County, Ohio. This “hold harmless agreement” also embraces the actions of the deputy coroner in any location so long as he is engaged in Morrow County’s business.

9. The term of this agreement will be from January 1, 2021 to December 31, 2022.

10. Either party can terminate this agreement by giving thirty days' notice.

11. All notices under this Agreement shall be in writing and shall be deemed to have been sufficiently given if sent by registered mail, postage prepaid as follows:

To the Commissioners: Morrow County Commissioners
80 N. Walnut St.
Mt. Gilead, Ohio 43338

To the Montgomery County Coroner: Kent Harshbarger, M.D., J.D., M.B.A.
361 West Third Street
Dayton, Ohio 45402

12. Neither this Agreement nor any rights or duties arising pursuant to it may be assigned by either party without the prior written consent of the other.

13. This agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement, and it may be amended only by means of a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

s/Warren E. Davis, Vice-Chairman, Commissioner

s/Kent Harshbarger, Montgomery County Coroner

Approval as to form: s/Charles S. Howland, Morrow County Prosecutor

Approval as to form: s/Mat Heck, Jr., Montgomery County Prosecutor

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "absent"

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

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "absent"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS