

REGULAR SESSION OCTOBER 26, 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: Joe Carroll (Airport), John Harsch (EMA) and Andy Ware (Development)

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 OCTOBER 21, 2020: 20-R-787**

Mr. Whiston made a motion to approve the minutes of regular session of October 21, 2020, as recorded in the Commissioners Journal # 48.

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-788**

Mr. Davis made a motion to approve payment of bills numbered 1 through 103 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..., "yea"

**IN THE MATTER OF
PAY-INS: 20-R-789**

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

- Pay-in #203107 Payment received from Ketterman customers for sewer fund 5121 \$223.36
- Pay-in #203108 Payment received from Johnsville customers for sewer fund 5100 \$413.00
- Pay-in #203109 Payment received from Chesterville customers for sewer fund 5159 \$725.00
- Pay-in #203120 Payment received from Johnsville customers for sewer fund 5100 \$43.00
- Pay-in #203133 Payment received from Ketterman customers for sewer fund 5121 \$223.36
- Pay-in #203134 Payment received from Johnsville customers for sewer fund 5100 \$354.00
- Pay-in #203135 Payment received from Chesterville customers for sewer fund 5159 \$1,230.92
- Pay-in #203137 Payment received from Somoco customers for sewer fund 5110 \$210.54
- Pay-in #203138 Payment received from AVI Food Systems for May 2020 vending machine sales 1000-1090-480808 \$11.91

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – SHERIFF FUND 2966
OUTSIDE HOUSING: 20-A-137**

At the request of Lori Epling, Office Administrator, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following accounts:

2966-9666-510129	Employee Wages	\$417,579.49
2966-9666-510190	Overtime	\$ 50,000.00
2966-9666-510211	OPERS	\$ 68,000.00
2966-9666-510213	Medicare	\$ 7,000.00
2966-9666-530318	Health/Wellness	\$ 5,584.09
2966-9666-530339	Inmate Food	\$ 9,920.51

2966-9666-540420	Operating Supplies	\$ 500.00
2966-9666-540422	Uniforms	\$ 1,000.00

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 – MCAT FUND
 2061: 20-A-138**

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

2061-0163-530345	MCAT Administration Legal Advertising	\$5,000.00
2061-0163-550740	MCAT Administration Computers/Equip/Furniture	\$5,000.00

Mr. Castle 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 – MCAT FUND
 2065: 20-A-139**

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

2065-0161-530321	MCAT Mobility Management Leases & Rents	\$3,795.27
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Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN MORROW
 COUNTY COMMISSIONERS AND THE VILLAGE OF MT. GILEAD IN THE MUNICIPAL
 COURT: 20-R-790**

Mr. Castle moved the adoption of the following agreement:

This Agreement is entered into by and between the Morrow County Commissioners, with a mailing address of 80 North Walnut St., Mt. Gilead, OH, (hereinafter referred to as the “COUNTY”), and the Village of Mount Gilead, with a mailing address of 72 W. High St., Mt. Gilead, OH 43338, (hereinafter referred to as the “VILLAGE”).

WHEREAS, the VILLAGE recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a VILLAGE ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the VILLAGE it’s appropriate share, and

WHEREAS, this Agreement has been authorized by the Village Council on October 19th, 2020 Resolution 10-19-20 and by Resolution# 20-R-790, passed by the Board of Commissioners of Morrow COUNTY on October 26, 2020.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The VILLAGE and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a VILLAGE ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duty appointed by the Municipal Court or Morrow County, Ohio, to represent indigent persons charged with violations of the ordinances of the VILLAGE of Mount Gilead, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.
- 2.3 VILLAGE agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the VILLAGE any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1st, 2020 to December 31st, 2020. This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.
- 3.2 If the COUNTY or VILLAGE shall fail to fulfil in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

- 3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within thirty (30) business days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Morrow County Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties names herein, or their successors.

6. PARTICIPATION IN RECOUPMENT PROGRAM

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J).

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

s/Jamie Brucker, Mayor

s/Cathy Davis, Fiscal Officer

s/Warren E. Davis, Commissioner

s/Burgess W. Castle, Commissioner

s/Tom E. Whiston, Commissioner

Approved by:
s/Timothy Young, Ohio Public Defender

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-791**

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

Mr. Castle duly seconded this motion.

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

Commissioner Castle no longer in session

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-792**

Mr. Davis made a motion to return to regular session at 9:44 a.m.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO ENTER INTO EXECUTIVE SESSION: 20-R-793**

Mr. Whiston made a motion to enter into executive session at 9:44 a.m. to discuss pending litigation.

Mr. Davis duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-794**

Mr. Whiston made a motion to return to regular session at 10:24 a.m.

Mr. Davis 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