

October 30, 2014

Agenda

Pledge of Allegiance

Approve Minutes

Before/after Expenditures

Interfund Transfer/Advance

Supplemental Appropriations (2)

Transfer of Funds (3)

Out of County Travel – EMA

Advertise Bids – Excess Real Estate Washington Twp (Gilmore Outpost)

Gardiner Agreement for Controls Upgrade and Support

Change Order 004 – Mediation (Courts additional expense)

Agreement – Sedgwick Claims Management

Agreement – CompManagement

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 30TH DAY OF OCTOBER, 2014, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Belle Everett
Kerry Metzger

Commissioner Abbuhl presiding.

*The Lord's Prayer was said.
The Pledge of Allegiance was said.*

RESOLUTION (1010-2014) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the minutes of the previous meeting as written.

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (1011-2014) BEFORE/AFTER EXPENDITURES

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following before/after expenditures:

Kegler Brown Hill & Ritter (Water/Sewer)	952.50
Staley Technologies (911)	2115.69
Treasurer, State of Ohio (Community Corrections)	326.71
“ “	158.71
“ “	322.11
“ “	523.36
Thomson Reuters West (Law Library)	852.50

VOTE: Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

RESOLUTION (1012-2014) INTERFUND TRANSFER/ADVANCE

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following interfund transfer/advance as per State Auditor’s recommendation:

Tusc. Co. Treasurer	HazMat Grant 2014	\$10,000.00
“ “	HVEO Grant to Sheriff’s Gasoline Fund	\$969.17

VOTE: Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

RESOLUTION (1013-2014) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Engineer	K000-K40	K000-K07	\$87,523.43	Capital Improvements
Workers Comp Payable	Y095-Y10	Y095-Y02	\$8,900.00	Contract Services
“ “	“ “	“ “	\$1,200.00	Contract Services
“ “	“ “	“ “	\$1,000.00	Contract Services

VOTE: Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

RESOLUTION (1014-2014) TRANSFER OF FUNDS

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Prosecutor	T29-T13	T29-T14	\$1,134.62	State De-obligation
“ “	T29-T09	T229-T01	\$125.00	Longevity
Engineer	K000-K38	K000-K07	\$30,000.00	Capital Improvements

VOTE: Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

RESOLUTION (1015-2014) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following travel request as submitted by Patty Levensgood, Director:

DATE: December 10, 2014
 LOCATION: Mohican Lodge, Perrysville, Ohio
 ATTEND: Patty Levensgood & Gail Baldwin
 EXPENSE: \$230 estimate/Use of County Vehicle
 REASON: EMAO Committee Meeting in conjunction with the EMA Directors Conference & Training on 12/11 & 12/12

VOTE: Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

**RESOLUTION (1016-2014) ADVERTISE BIDS – EXCESS REAL ESTATE Washington Twp
(Gilmore Outpost)**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to advertise the following bids as requested by Joe Bachman, County Engineer:

Advertisement for Bids

Sealed bids will be received at the office of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio, 44663 until **9:30 am on Thursday, December 11, 2014** for excess real estate (parcel # 67-00931.000) in Washington Township currently owned by Tuscarawas County. Bid forms may be obtained free of charge from the office of the Tuscarawas County Engineer, 832 Front Avenue SW, New Philadelphia, Ohio 44663, at <http://www.co.tuscarawas.oh.us/Engineer/Projects.htm> or by contacting the Engineer's office at engineer@co.tuscarawas.oh.us

Bids to be submitted in a sealed envelope marked "Excess Real Estate Bid".

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS
CHRIS ABBUHL
BELLE EVERETT
KERRY METZGER

Attest: Jane E. Clay, Clerk

Publish: The Times Reporter on **November 6, 13, 20 and 27, 2014**
And at <http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

Noted: This land is no longer needed by the County Engineer.

RESOLUTION (1017-2014) GARDINER – CONTROLS UPGRADE AND SUPPORT

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the proposal with Gardiner for the "Controls Upgrade and Support"

GARDINER

January 15, 2014

31200 Bainbridge Road
Solon, Ohio 44139
Tel: 440.349.5588
Fax: 440.349-3585
www.WHGardiner.com

Mr. Jack Hupp
Tuscarawas County Commissioners
125 East High Ave.
New Philadelphia, Ohio

GSC Quote # 88818

Re: Controls Upgrade and Support

Dear Mr. Hupp:

Gardiner is pleased to provide the following proposal for your consideration:

Scope

- All labor and material to replace the existing Barber Colman control system with an open protocol Niagara based control system;
- Remove the four (4) existing GSC's and one (1) GCM.
- Install two (2) JACE unit controllers with the required I/O modules.
- All end devices shall remain and tested for proper operation. End device that are not functioning properly will be replaced on a T&M basis.
- Custom graphics for the current mechanical system installed. Floor plans are not included.
- Network connection, RJ45 jacks, shall be provided by the owner.
- Eight (8) hours client training.
- One (1) year parts and labor warranty on newly installed devices.

Controls Support

Included as part of our proposal Gardiner will provide 1 year of controls support to assist Tuscarawas County Government with running the building efficiently. The services provided as part of our proposal are listed below:

I. Operational Review

The operator interface is the key to the performance of the building temperature control and automation system and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Control Services technician to inspect the database to help ensure proper operation. Time-of-day equipment scheduling, date, time, and temperature settings, and alarm logs will be reviewed and any minor changes will be made as directed.

Operational Review Inspections

- Report in with the Customer Representative.
- Verify controller communications.
- Evaluate event log for alarms and control issues.
- Check schedules within control system for proper operation.
- Verify the proper operation of critical control processes and points associated with this unit and make adjustments if necessary.
- Check remote access operation, if applicable.
- Run site report for Objects in Override and look for overridden objects that may be negatively impacting building/controller performance.
- Verify correct time and date.
- Check and update holiday schedules, if applicable, and daylight savings time.
- Verify that on-site Trane Controls Software version has the most recent service pack releases. If needed, install current service packs.
- Perform a system backup.
- Review operating procedures with operating personnel.
- Review the current building operating parameters and building utilization patterns and make programming recommendations to improve the energy efficiency of the facility.
- Review customer reports with the customer for operational problems and trends.
- **Provide a written report of completed work, and indicate any uncorrected deficiencies detected.**

II. Help Desk Support

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with minor questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Setpoint changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation

III. *Remote Alarm Monitoring and Diagnostics (8:00am – 5:00pm)

Gardiner will remotely monitor preset building temperature control system alarms. When the Intelligent Control Services technician receives the alarm notification during normal business hours (8:00am – 5:00pm) they will respond by notifying the pre-established response designee within one hour and will perform remote diagnostics on the alarm received. If the issue cannot be resolved remotely, a service technician will be dispatched upon authorization to meet customer representative on-site to resolve the issue. This helps minimize downtime while maximizing efficiency of truck rolls.

Standard Contract Terms and Conditions

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

Payment Terms. Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due.

Asbestos and Hazardous Materials. Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

No-Hire; No-Solicitation. Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

Indemnification. Gardiner and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

Warranty. Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

Limitation of Liability. All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

Disputes and Choice of Laws. This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discoveries shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association, Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

Entire Agreement. These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

Mr. Jack Hupp
Tuscarawas County Commissioners
January 15, 2014
Page 3

GSC Quote # 88818

IV. Building Performance Report

The Gardiner Energy Analyst will review energy bills then using ENERGY Print Software, the utility bills will be weather adjusted and compared against base year data. A detailed report will be prepared quarterly. The Energy Analyst will monitor and track building performance and make recommendations for improvements.

V. *Dynamic Commissioning

The Gardiner Energy Services Systems Analyst will utilize a custom data acquisition tool to gather and trend building data to determine systems performance and to identify anomalies. This information will be interpreted to make recommendations on system operation. This process includes leaving a stand-alone laptop (provided by Gardiner) on site for a week to gather continuous data on key system points. This will be performed on a semi -annual basis and results will be presented in a report format.

*Remote access to the system will be required for these services.

Price to complete the above.....\$32,000.00

The above price is based on above work noted. Any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and does not include taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so that we can ensure that our proposal fully meets your requirements.

If this quotation meets with your approval, please sign the **Proposal accepted** authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Sincerely,



Richard Speck
Account Manager

Proposal Accepted:

Authorized by: Chris Abbuhl

Title: Commissioner

Date: 10/30/2014 PO #: _____

VOTE:

Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (1018-2014) CHANGE ORDER 004 – MEDIATION

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following change order for the Mediation Project:



Change Order

PROJECT (Name and address): Tuscarawas County Courthouse New Mediation Office Renovations 125 East High Avenue New Philadelphia, Ohio 44663	CHANGE ORDER NUMBER: 004 DATE: October 8, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Gor-Con Construction 616 Harger Street Dover, Ohio 44622	ARCHITECT'S PROJECT NUMBER: 13-1543 CONTRACT DATE: 01-16-2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional countertops Add \$225.00

The original Contract Sum was	\$	38,079.00
The net change by previously authorized Change Orders	\$	5,417.00
The Contract Sum prior to this Change Order was	\$	43,496.00
The Contract Sum will be increased by this Change Order in the amount of	\$	225.00
The new Contract Sum including this Change Order will be	\$	43,721.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is the same.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

B.A. Widder Architectural Services, LLC
ARCHITECT (Firm name)
407 4th Street NW Suite B
New Philadelphia, Ohio 44663
ADDRESS
[Signature]
BY (Signature)
Bruce A. Widder
(Typed name)
10.22.14
DATE

Gor-Con Construction
CONTRACTOR (Firm name)
616 Harger Street
Dover, Ohio 44622
ADDRESS
[Signature]
BY (Signature)
James W. Gordon
(Typed name)
10-22-14
DATE

Tuscarawas County Commissioners
OWNER (Firm name)
125 East High Avenue
New Philadelphia, Ohio 44663
ADDRESS
[Signature]
BY (Signature)
CHRIS ABBUHL
(Typed name)
10/30/2014
DATE

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User Notes: (1414153563)

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

**RESOLUTION (1019-2014) AGREEMENT – SEDGWICK CLAIMS MANAGEMENT
(Unemployment)**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the agreement for Unemployment Claims Management in the amount of \$1,200 annually:

Sedgwick Claims Management Services, Inc.

UNEMPLOYMENT COMPENSATION SERVICE AGENCY AGREEMENT

This Agreement is entered into as of _____, 20____, between

Sedgwick Claims Management Services, Inc. (Sedgwick CMS)

an Illinois corporation with a mailing address of 1100 Ridgeway Loop Road, Memphis, TN 38120

and Tuscarawas County (the Client), Account No. 0802179-00-8

with a mailing address of P O Box 545 New Philadelphia, OH 44663.

The Client has insured its employees for unemployment compensation (“UC”) coverage as required by federal or state laws and regulations.

Sedgwick CMS administers and processes claims on behalf of employers subject to UC laws and regulations within the State Agencies. The Client desires to have Sedgwick CMS administer and process the claims submitted against the Client, and Sedgwick CMS desires to provide such services.

STATEMENT OF AGREEMENT

Now, therefore, it is agreed as follows:

1. AUTHORIZED REPRESENTATIVE

- 1.1 Sedgwick CMS is hereby appointed as the Client’s exclusive representative to receive, process, and examine claims filed against the Client’s account. A copy of any necessary Letter(s) of Authority or Power(s) of Attorney is attached hereto as Exhibit A.
- 1.2 The Client hereby grants to Sedgwick CMS on its behalf the necessary authority to execute action on any documents which may be required in order to carry out the obligations of this Agreement. Sedgwick shall use reasonable efforts (as defined by Sedgwick) to consult with the Client regarding matters which require a Client decision. In the event Sedgwick is unable to reach the Client, the Client agrees to hold CMI harmless concerning any actions taken in such circumstances.

2. INDEPENDENT CONTRACTOR. In performing services pursuant to this Agreement, Sedgwick CMS shall be acting as an Independent Contractor of the Client.

3. SERVICES. In administering and processing claims submitted under this Agreement, Sedgwick CMS shall provide the following Standard Services:

- 3.1 Upon receipt from the Client or State Agency of all claim applications, filing notifications, supporting documents, and related correspondence, examine all documents received for accuracy, completeness, and eligibility.
- 3.2 Provide initial processing, investigation of all claims and protest of unwarranted claims as deemed appropriate by Sedgwick CMS.
- 3.3 When required, forward documents to the appropriate State Agency along with any additional correspondence Sedgwick CMS deems necessary.
- 3.4 Confer with the Client regarding any changes to or actions necessary for a given claim.
- 3.5 Represent or arrange for representation of the Client at unemployment administrative hearings as permitted or required by the State Agency.
- 3.6 Contact the Client’s designated representative(s) when a dispute occurs, or if additional information is needed.
- 3.7 Confer with the Client to determine the appropriateness of protests or appeals from decisions which appear unjustified.
- 3.8 Use reasonable efforts to see that unwarranted charges are removed from the Client’s Benefit Charge statements.

- 3.9 Examine, record, and maintain all benefit charge statements received, and initiate appeals at the Client's request.
- 3.10 .Verify annual revised SUI tax rates, if applicable, and challenge as deemed appropriate by Sedgwick CMS. Sedgwick CMS shall work with the State Agency to resolve disputed rates, penalties and interest charges.
- 3.11 Report to the Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions and provide recommendations to effect the lowest UC benefit costs for Client.
- 3.12 Provide personnel needed to perform the services agreed to herein. When deemed necessary by Sedgwick CMS, Client agrees that Sedgwick CMS may utilize an independent firm or subcontractor at Sedgwick CMS' discretion.
4. **REPORTS.** For the purpose of continued Client awareness of the status of individual claims and the overall condition of the risk, Sedgwick CMS shall provide the following forms of reporting:
- 4.1 Sedgwick CMS shall provide, on a quarterly basis, a report summarizing those claims affecting the current rating period.
- 4.2 Upon reasonable request by the Client, Sedgwick CMS shall provide special reports pertaining to individual claims.
5. **CLAIM PREVENTION SERVICES.** For the purpose of initial and continuing improvement in the cost effectiveness of the Client's UC program, the following services are available, upon Client's request:
- 5.1 Sedgwick CMS shall initially and recurrently review the Client's rules and regulations, labor-management agreement(s), hiring and termination guidelines, pre-employment verification record keeping, and other personnel systems, and recommend appropriate changes to enhance the cost effectiveness of the Client's UC program;
- 5.2 Meet with the Client to review and discuss the past, current, and future UC rate assignments, and all relevant account activity.
- 5.3 Provide recommendations regarding financing options, voluntary payments, common rate applications, and merger and acquisition terms as they relate to UC tax implications.
6. **CLIENT RESPONSIBILITIES.** Client agrees to:
- 6.1 Submit timely and properly documented separation information to Sedgwick CMS.
- 6.2 Submit all claims and claims documents of any kind, whenever received, to Sedgwick CMS on a timely basis.
- 6.3 Cooperate with Sedgwick CMS by providing all appropriate personnel information related to claims for Unemployment benefits.
- 6.4 Provide necessary witnesses as determined by Sedgwick CMS and attend appeal hearings for claims as needed.
- 6.5 Report wages to the applicable State Unemployment agency on a quarterly basis for all employees covered by this Contract.
- 6.6 Notify Sedgwick CMS of any unexpected action or event that may result in increased separation or claims for Unemployment benefits.
7. **TERM.** This Agreement shall be effective from **November 1, 2014** through **October 31, 2015** and shall automatically renew itself from year to year unless written notice is given by either party thirty (30) days prior to the current expiration date. After the initial term, either party will have the option to terminate on 30 days written notice.
8. **PAYMENT FOR SERVICES.**
- 8.1 The Client shall pay to Sedgwick CMS for Standard Services, Reporting Services, Claim Prevention Services and Sedgwick CMS' other obligations under this Agreement, an annual fee of \$1,200.00, payable in one (1) installment(s).
- 8.2 The service fees on each subsequent November 1 during the term of this Agreement and any extension shall be increased on an annual basis over the service fees for the preceding year in an amount equal to five (5) percent.
- 8.2.1 In the event of an increase in claims or hearing volumes of 20% or more over the prior year, the service fee currently in effect may be subject to adjustment at any time, with the consent of both parties.

- 8.3 All fees are payable within thirty (30) days of invoice date. Late payments are subject to a service charge of 1 ½% per month (18% annualized rate).
9. **NON-STANDARD SERVICES.** Non-standard services shall include any service not described above. The Client may request non-standard services, and Sedgwick CMS shall promptly advise whether or not Sedgwick CMS is able and desires to provide such service and the fee required for such services.
10. **CONFIDENTIALITY/NON-SOLICITATION.** It is understood and agreed that all statistical, financial and personnel data relating to the Client or any of its employees provided to Sedgwick CMS by the Client, or any employee thereof, pursuant to this Agreement is confidential, and Sedgwick CMS and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder. The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Tennessee law.
11. **LIABILITY**
- 11.1 The Client agrees that Sedgwick CMS, and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to the Client's unemployment compensation claims or coverage.
- 11.2 Sedgwick CMS shall have no liability under this Agreement except for its actions constituting willful misconduct or gross negligence, in which case Sedgwick CMS' liability shall be limited to 50% of the annual fee then in effect under this Agreement.
12. **WAIVER.** The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.
13. **PENALTIES.** Sedgwick CMS shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of Client.
14. **NOTICES.** All notices and communications under this Agreement shall be personally delivered, sent by U.S. certified mail, postage prepaid, return receipt requested, or by fax with confirmation of receipt, to the other party at the address or fax number set forth at the beginning of this Agreement, or to such other addresses as either party may instruct by notice, and shall be deemed received when so delivered.
15. **PRACTICE OF LAW.** Nothing herein is intended nor shall it be construed to require Sedgwick CMS to perform any services which may constitute the unauthorized practice of law.
16. **APPLICABLE LAW; BINDING EFFECT; ASSIGNMENT.** This Agreement shall be governed by the laws of the State of Tennessee, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. The Client may not assign this Agreement without the prior written consent of Sedgwick CMS.
17. **MISCELLANEOUS.** The Client acknowledges and agrees that no representations or warranties were made by Sedgwick CMS to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the

same instrument. Unless otherwise set forth in the preceding sentence, nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.

18. **ENTIRE AGREEMENT.** This Agreement, including the attached Exhibits, if included, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement.

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

SIGNATURES

Sedgwick Claims Management Services, Inc.

By: Stephanie B. McCloud

Printed: Stephanie B. McCloud

Title: Sr. Vice President

Tuscarawas County (Client)

By: Chris Abbuhl

Printed: Chris Abbuhl

Title: Commissioner

Tuscarawas County

4

SA

10/27/2014

VOTE:

Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (1020-2014) AGREEMENT – COMP MANAGEMENT (TPA)

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the agreement for Workers Compensation Third Party Administrator in the amount of \$8,900 annually:

CompManagement, Inc.**WORKERS' COMPENSATION SERVICE AGENCY AGREEMENT**

This Agreement is entered into as of OCTOBER 30, 2014, between
CompManagement, Inc., a Sedgwick CMS Company (CMI)
 an Ohio corporation with a mailing address of P.O. Box 884, Dublin, Ohio 43017-0884
 and **Tuscarawas County** (the Client), Policy No. **37900001-0**
 with a mailing address of **PO Box 545; New Philadelphia, OH 44663.**

The Client has insured its employees for Workers' Compensation coverage as demanded by any and all federal or state statute(s).

The administrator of the plan(s) requires the services of an organization to process and analyze the claims filed on behalf of its employees.

CMI administers and processes claims on behalf of employers subject to Workers' Compensation requirements within the Ohio statute(s).

The Client desires to have CMI administer, process and analyze the claims submitted against its Workers' Compensation risk, and CMI is agreeable to providing such services.

STATEMENT OF AGREEMENT

Now, therefore, it is agreed as follows:

1. **APPOINTMENT AS EXCLUSIVE AUTHORIZED REPRESENTATIVE.** CMI is hereby appointed as the Client's exclusive agent to receive, process, analyze and examine claims filed against the Client's risk. The Client hereby grants to CMI, on its behalf, the necessary authority to execute action on any documents which may be required to carry out the obligations of this Agreement. A copy of the necessary "Letter of Authority" is attached hereto as Exhibit A. CMI shall use reasonable efforts, as defined by CMI, to consult with the Client. However, if CMI is unable to do so, the Client authorizes CMI to use its own discretion in determining the appropriate action on behalf of the Client. The Client agrees to hold CMI harmless concerning any actions taken in such circumstances.
2. **INDEPENDENT CONTRACTOR.** In performing services herein specified, CMI is acting as an independent contractor.
3. **SERVICES.** In administering and processing claims submitted under this plan, CMI shall provide the following services ("Standard Services" herein):
 - 3.1 Upon request, survey the Client's operations and make recommendations to improve procedures relative to pre-employment verification, injury investigations, personnel training and claim processing policies as they relate to workers' compensation;
 - 3.2 Upon request, provide the Client with an adequate supply of claim forms, which the Client shall distribute to employees and medical suppliers as necessary;
 - 3.3 Upon receipt from Client of all claim applications, supporting documentation, and follow-up correspondence it receives pertaining to a claim filed against its risk, examine all such materials for accuracy, completeness, and eligibility, and forward correspondence to the appropriate agency for further processing;
 - 3.4 Confer with the Client's designated representative(s) in those cases where a dispute occurs, and, when appropriate, contact the claimant, medical provider(s), and/or state agency;

- 3.5 Review all lost time claims to determine if all awards and reserves are made within the rules and regulations of the governing Workers' Compensation program, and request corrections in those cases where overpayments or incorrect reserves have been established, but only to the extent that such errors, when corrected, will result in rate changes and/or refunds;
- 3.6 Review all claims to determine if "handicap refund", "second injury fund", or other cost relief is due the Client resulting from a pre-existing condition or injury;
- 3.7 Maintain, within its offices, such records as are necessary to verify the Client's assigned rate(s), including, but not limited to data processing files, individual claim records, payroll records, actuarial records, and manual assignments; and
- 3.8 Report to the Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions, as deemed necessary.
- 3.9 Records accumulated and maintained by CMI during the period of this Agreement shall be the property of CMI. Upon expiration of this Agreement, and all terms herein, said records will be the property of the Client.
- 3.10 Make contact to discuss the Client's position on the issue(s) in disputed claims, when appropriate. Additional investigation and supporting documentation may be requested at this time.
- 3.11 Upon notification of a scheduled administrative hearing, arrange for a qualified representative to attend on behalf of the Client as permitted by law, or notify the Client that representation is not deemed necessary;
- 3.12 Upon notification of a scheduled administrative hearing, contact the Client and arrange for witness attendance, as necessary;
- 3.13 Notify the Client when a claimant has exceeded the normal period of recovery for a particular type of injury or disease, and recommend appropriate action;
- 3.14 Upon authorization by the Client, arrange for an employer or independent medical examination of claimant(s). The cost of such examination shall be the responsibility of the Client.
- 3.15 Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. Any cost relating to such intervention must be pre-authorized by the Client, and shall be the Client's responsibility.
- 3.16 Upon request, meet annually with the Client to review and discuss the past, current, and future Workers' Compensation rate assignments, and all relevant account activity.
4. **REPORTS.** For the purpose of continued Client awareness of the status of individual claims and the overall condition of the risk, the following forms of reporting shall be provided:
- 4.1 Upon request, periodic visits shall be made to the Client's offices by CMI staff to discuss individual claims, processing requirements, suggested amendments of the Client's internal program, and other topics as requested by the Client.
- 4.2 Upon request of the Client, CMI shall provide special reports pertaining to individual claims.
- 4.3 Upon request, CMI shall provide the Client with reports concerning the feasibility of self-insurance versus current method of funding.
- 4.4 Upon request, CMI shall provide an annual report summarizing those claims affecting the current Workers' Compensation rating period.
5. **LOSS PREVENTION.** For the purpose of initial and continuing improvement in the cost effectiveness of the Client's Workers' Compensation plan, the following services are offered:
- 5.1 Upon request, CMI shall review the Client's internal procedures to evaluate accident control requirements, and recommend appropriate changes to enhance the current safety program.

5.2 Upon request, CMI shall assist in the development of a consistent program to insure the quality control aspects of medical treatment for the injured employee, and to insure the full disclosure of medical facts for the determination of compensability.

5.3 CMI shall provide verbal consultation with respect to Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to Workers' Compensation in order to assist the Client in the reduction of work-related injuries and diseases.

6. **TERM.** This Agreement shall be effective from the 1st day of November, 2014 through 31st day of October, 2015, and shall automatically renew itself from year to year unless written notification to the contrary is given by either party thirty (30) days prior to the current expiration date.

7. **PAYMENT FOR SERVICES.**

7.1 The Client shall pay for Services, Reports and Loss Prevention an annual fee ("service fees") of \$8,900, payable in One (1) installment. The service fees on each subsequent November 1st during the term of this Agreement and any extension shall be increased on an annual basis over the service fees for the preceding year in an amount equal to five (5) percent.

7.2 The Client shall pay all invoices (charges billed in advance) within thirty (30) days of receipt of such invoice.

8. **NON-STANDARD SERVICES.** Non-standard services shall include any service not described above. Non-standard services may be requested by the Client, and CMI shall promptly thereafter advise whether or not CMI is able and desirous of providing such service and the fee required therefor.

9. **CONFIDENTIALITY/NON-SOLICITATION.**

9.1 All statistical, financial and personnel data relating to the Client and any of its employees provided to CMI by the Client, or any employee thereof, pursuant to this Agreement is confidential, and CMI and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder.

9.2 The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law.

10. **INDEMNIFICATION.**

10.1 The Client agrees that CMI, and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to the Client's workers' compensation claims or coverage, and the Client shall indemnify and hold harmless all such parties from and against any and all losses, claims, causes of action, actions, liabilities, damages, costs and expenses (including without limitation reasonable legal fees), whether known or unknown, arising from, in connection with, or pertaining in any way to such workers' compensation claims or coverage.

10.2 CMI shall have no liability under this Agreement except for its actions constituting willful misconduct or gross negligence, in which case CMI's liability shall be limited to the annual fee then in effect under this Agreement. Except as set forth in the preceding sentence, the Client shall indemnify and hold harmless CMI and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns from and against any and all losses, claims, causes of action, actions, liabilities, damages, costs and expenses (including without limitation reasonable legal fees), whether known or unknown, arising from, in connection with, or pertaining in any way to this Agreement.

- 11. **WAIVER.** The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.
- 12. **PENALTIES.** All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.
- 13. **NOTICES.** All notices and communications hereunder shall be addressed to the Client and CMI at their current respective addresses, or to such other addresses as either party may instruct in writing.
- 14. **PRACTICE OF LAW.** CMI shall not provide any services to the Client which may be construed as the practice of law.
- 15. **APPLICABLE LAW AND BINDING EFFECT.** This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. The Client may not assign this Agreement without the prior written consent of CMI. The parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio, as a court of proper jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.
- 16. **MISCELLANEOUS.** The Client acknowledges and agrees that no representations or warranties were made by CMI to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.
- 17. **ENTIRE AGREEMENT.** This Agreement, including the Attached Exhibit(s) if any, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.
 This contract is open until December 31, 2014.

CompManagement, Inc.,
 a Sedgwick CMS Company (CMI)

By Stephanie B. McCloud
 Stephanie B. McCloud

Title: Sr. Vice President

Tuscarawas County (Client)

By Chris Abbuhl

Title: Commissioner

VOTE:

Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

RESOLUTION (1021-2014)**PAY BILLS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve for payment the following bills:

Commissioners

Radiology Associates of Canton	TB Testing	28.00
Henry Heating & Cooling	Repairs	340.01
CCAO	Registration/Abbuhl	300.00
Go Shred	Shredding Services	150.00
Dominion East Ohio Gas	Service/125 EH	107.69
Frontier	Service/343.3921	198.42
Frontier	Service/364.1916	51.96
Frontier	Service/364.8811	753.24
American Electric Power	Electric/NJNP	60.35
Simplex Grinnell	Repairs	1,025.84

Dog Pound

Johnson Auto Service	Service	32.95
American Electric Power	Electric	387.39
Frontier	Service	48.42
Ferrellgas	Propane	1,141.03

Public Defender

Frontier Communications	Service	315.22
First Communications	Long Distance	23.06

Community & Economic Development

Vic Allen Construction	CHIP Home Repair/B-C-12-1CT-1	708.00
Vic Allen Construction	CHIP Home Repair/B-C-12-1CT-1	5,300.00
Ohio Regional Development Corp	Soft Costs/B-C-12-1CT-1	1,201.00
Robert's Screen Printing	Canal Lands Fundraiser T-Shirts	748.75

Common Pleas

RJ Beck Protective Systems	Camera Replacement/Panic Button Test	350.00
Elizabeth Stephenson	Travel	70.84
Tuscora Chapter of SHRM	Annual Dues	50.00
Elizabeth Stephenson	Reimb Incentive Items	50.98
Treasurer Tusc Co	Audit Fees	97.75

Recorder

ACS	Monthly Indexing	4,230.21
Hilton Columbus at Easton	Lodging	142.00

Clerk of Courts

Courtview Justice Solutions	Maintenance Renewal	27,100.00
Courtview Justice Solutions	Maintenance Renewal	438.00

Sheriff

Xerox	Charges	1,090.71
Diamond Medical Supply	Medical Supplies	10.30

911

Frontier Power Co	Tower Electric	567.87
Xerox	Service	143.88
Frontier	Wireless Tariff	544.32

Engineer

American Electric Power	Electric	1,056.19
Amerigas USA	Bridge & Culvert Supplies	390.67
Dover Brake	Repairs/Parts	224.63
Cross Truck Equipment	Repairs/Parts	141.53
Fastenal	Bridge & Culvert Supplies	80.10
Terminal Supply	Repairs/Parts	161.46
Advance Auto Parts	Repairs/Parts	17.97
Rick Watson Trucking	Material Hauling per bid	1,470.36
Ziegler Nut & Bolt House	Bridge & Culvert Supplies	261.55
First Communications	Long Distance	20.19

OMCTC	Drug Screening & Physicals	45.00
Triple R Trailer Sales	Repairs/Parts	218.10
Superior Spring	Repairs/Parts	769.96
Newton Asphalt	Materials	4,218.00
National Lime & Stone	Materials per bid	2,661.18
Kuester Implement	Repairs/Parts	64.75
Pleasant Valley Ready Mix	Concrete per bid	1,125.63
Snyder Brothers Sales & Service	Repairs-Parts	451.37
Staples Credit Plan	Supplies	13.94
Asphalt Materials	Cold Mix	22,156.10
Southeastern Equipment Co	Repairs/Parts	688.50
Gemstone Gas & Welding	Gas Supplies	45.90
CCAO-CEAO	Conference Registration	300.00
Tooldude Inc	Electronic Equipment Analyzer	5,000.00
Professional Land Surveyors	Workshop Registration	190.00
Martin Quarry	Materials	4,017.44
Newton Asphalt Paving	Paving & Bridge Deck Waterproofing	19,853.75
Truck Sales & Service	Repairs/Parts	1,079.94
Frontier Communications	Long Distance	229.19
Carpenter Heating & Cooling	Heating & Cooling	83.75
Dominion East Ohio Gas	Service	97.96
American Electric Power	Electric	831.63
Aero Mark	Centerline Striping	29,975.70
Southern Court		
First Communications	Long Distance	16.84
Juvenile/Probate		
Lexis Nexis	Law Books	177.10
Law Library		
Frontier	Internet Public Access	53.99
Child Support		
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	1,702.97
Tusc Co Clerk of Courts	IV-D Contract	440.14
Jeffrey Mamarella, Treasurer	IV-D Contract/Juvenile Court Magistrate	7,325.95
First Communications	Long Distance	48.68
Dominion East Ohio Gas	Service	451.20
Water & Sewer		
Frontier	Service	45.13
Frontier	Service	41.24
Frontier	Service	37.30
Operator Training Committee of OH	Safety Training	330.00
Frontier	Service	45.59
American Electric Power	Electric	184.16
Operator Training Committee of OH	Safety Training	990.00
Operator Training Committee of OH	Safety Training	330.00
Bridges Excavating	Sandyville Drainage Correction	7,015.75
WSOS	CMOM Report Preparation	308.20
Environmental Products & Access	Materials	296.89
State Electric Supply	Materials	71.53
USA Bluebook	Materials	303.75
Kuester Implement	Repairs	183.42
OUPS	Manual Call Outs	8.00
OUPS	Manual Call Outs	4.00
State Electric Supply	Materials	124.73
Troy Pantilis	Cleaning	320.00
Frontier	Service	60.01
Northeast OH Natural Gas	Utility	29.77
RJ Wright & Sons	Fuel	1,360.79
American Electric Power	Electric	1,174.35
First Communications	Service	327.80
Frontier	Service	45.57
Verizon Wireless	Cell Phone Service	324.47
RJ Wright & Sons	Fuel	2,150.83

Job & Family Services

Ohio Treasurer of State	FP Driving Records	30.00
Alma McNichols	KPIP	300.00
Ginny Lawless	KPIP	600.00
Melymbrosia Assoc	Therapy	50.00
National Furniture	Beds	690.00

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (1022-20104) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to adjourn at 9:11 a.m. to meet in Regular Session, Monday, the 3rd day of November, 2014.

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.

Chris Abbuhl
Belle Everett
Kerry Metzger

Attest:

Gene E. Clary
Clerk of the Board