

# April 16, 2015

## Agenda

### *Pledge of Allegiance*

9:15 Connie Clark/Todd Davis Camp Muskingum

Approve Minutes

Before/after Expenditures

Supplemental Appropriations (2)

Transfer of Funds (1)

Disposal of Items – IT (Misc)

Specialized Legal Services – Albers & Albers (W/S)

Maximus Consulting Services Agreement

Keefe Commissary Network Agreement

Inmate Telephone Services Agreement

ODJFS Subgrant Agreement (CSEA)

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 16<sup>TH</sup> DAY OF APRIL, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett  
Kerry Metzger  
Chris Abbuhl

Commissioner Everett presiding.

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

### **RESOLUTION (350-2015) APPROVE MINUTES**

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

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

### **RESOLUTION (351-2015) BEFORE/AFTER EXPENDITURES**

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

Lowe's Business Account (Maintenance)	197.01
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VOTE: Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (352-2015) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor	A018-A00	A001-H01	\$5,770.00	Examinations/Audit
LEPC	B051-B25	B051-B06	\$12,000.00	Contract Services

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

**RESOLUTION (353-2015) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Job & Family Services	H000-H05	H000-H15	\$6,000.00	Cost Allocation

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

**RESOLUTION (354-2015) DECLARE ITEMS OBSOLETE FOR USE – IT (Misc.)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

Item to be marked obsolete	Data Tag Number
1 Dell CRT monitor - broken	1009
1 Dell CRT monitor - broken	888
1 Dell Optiplex GX260 broken	683
1 Optiplex GX280 Empty Case broken	N/A
1 HP LaserJet 4000 broken	975
1 Optiplex SX270 broken	N/A
1 Optiplex 745 broken	1036
1 Dell Optiplex GX260 broken	1146
1 Optiplex SX280 broken	1094
1 Box HD bay inserts obsolete	N/A
1 Optiplex SX280 broken	N/A
2 Fujitsu fi-4120c scanners broken	N/A
1 DataProbe PowerPal obsolete	N/A
3x PS/2 Mice obsolete	N/A
1 Floppy drive obsolete	N/A
2 CD Drives obsolete	N/A
1 Broken Case of some sort	757
10 old Optiplex backs obsolete	N/A
1 Tape case obsolete	N/A
A/B Switch obsolete	DP155
Various HD Bay inserts obsolete	N/A
Back Plate of UPS obsolete	N/A

These items will be disposed.

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

**RESOLUTION (355-2015) SPECIALIZED LEGAL SERVICES – ALBERS & ALBERS (W/S)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following:

**WHEREAS**, the Tuscarawas County Board of Commissioners (Board) owns water and sewer systems throughout Tuscarawas County; and

**WHEREAS**, the Tuscarawas County Metropolitan Sewer District (TCMSD) manages, operates and maintains these systems on behalf of the board; and

**WHEREAS**, the TCMSD and its Special Counsel request specialized assistance with unique legal matters on an as needed basis; and

**NOW, THEREFORE BE IT RESOLVED** by the Board to authorize the President and/or Vice President of the Board to sign a Letter of Engagement of Legal Services with Albers and Albers, Attorneys-at-Law for specialized legal services on an as needed basis.

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

**RESOLUTION (356-2015) MAXIMUS CONSULTING SERVICES AGREEMENT**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following agreement with Maximus Consulting Services:

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 16th day of April, 20 15 (the "Effective Date"), by and between **MAXIMUS Consulting Services, Inc.** ("Consultant"), and **Tuscarawas County, Ohio** ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) **Scope of Services.** Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until (a) Eighteen (18) months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of the **EIGHTEEN** month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) **Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) **Termination.**
  - a) **Termination for Cause.** Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
  - b) **Termination for Convenience.** Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c) **Rights Upon Termination.** Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.
- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract (\$9,500).

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

**Tuscarawas County Board of Commissioners**  
**125 E. High Avenue**  
**New Philadelphia, Ohio 44663**  
**(330) 365-3240**  
**commissioners@co.tuscarawas.oh.us**

**Robert J. Fink**  
**MAXIMUS Consulting Services, Inc.**  
**7523 Fredle Drive**  
**Concord Twp. Ohio 44077**  
**(440) 639-0288**  
**robertfink@maximus.com**

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

- (13) Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.
- (14) Miscellaneous.
- a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
  - b. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
  - c. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
  - d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby,

and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- g. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

Date: 4/16/2015

By: Belle Everett  
Commissioner

Attest: Gene & Cliff

Kerry Metzger  
Commissioner

Chris Althoff  
Commissioner

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
Scope of Services**

**Tuscarawas County, Ohio**

**Description of Services:**

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. .

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

**SCOPE OF SERVICES:**

Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2014 and will be the basis for the recoveries to be claimed for calendar year 2016.

Negotiation of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.

Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.

**Exhibit B**

**Compensation**

**Tuscarawas County, Ohio**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of **\$9,500** (Nine Thousand Five Hundred Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon plan delivery.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the invoice date.

VOTE:

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

**Discussion:** The agreement for Keefe Commissary Network allows this outside agency to provide the products for inmates at a cost savings. Previously the staff would purchase the items. Keefe will purchase the hardware at a cost of \$54,000. This agreement is for a six year period. Bob Stephenson, Assistant Prosecuting Attorney has approved the agreement. The Commissioners appreciate the work Lt. Jeremy Everett did to bring this cost savings to the County.

**RESOLUTION (357-2015) KEEFE COMMISSARY NETWORK AGREEMENT (Sheriff)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following agreement:

**KEEFE COMMISSARY NETWORK AGREEMENT**

This Agreement made and entered into as of this 16<sup>th</sup> day of April, 2015, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and Tuscarawas County Sheriff's Office/Jail, a Correctional INSTITUTION in the State of Ohio, ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

**1. OPERATION OF COMMISSARY BY INSTITUTION**

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

**2. OPERATION OF COMMISSARY BY KEEFE**

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all

such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

### 3. HARDWARE

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of \$54,400. KCN agrees to delay payment of purchase price for the length of the six (6) year base term so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. There will be no monies owed by INSTITUTION at the end of the six (6) year base term. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

### 4. PAYMENT

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

**5. SERVICE FEE**

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to **32%** of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

**6. MENU**

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

**7. DEPOSIT SERVICES**

This agreement shall include KEEFE'S Access Corrections® Deposit Services. KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. Facility will provide power and network connectivity for the kiosk. KEEFE will guarantee all deposits and ACH money\$ to designated INSTITUTION bank account nightly. No fees for this service will be born by INSTITUTION.

**8. TERM & TERMINATION**

This Agreement shall continue in effect for a period of six (6) years (the base term) from the date hereof. The Agreement will automatically renew for successive one (1) year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

**9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio.

**10. ENTIRE AGREEMENT-WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

**11. LIABILITY**

Each party shall be responsible and shall defend against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such party, its agents or employees, in the performance of any of its obligations hereunder. Each party shall bear its own liability and costs of defense for any third party claims.

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

**KEEFE COMMISSARY NETWORK (KEEFE)**

\_\_\_\_\_

John Puricelli  
Executive Vice President, General Manager

\_\_\_\_\_  
Date

**Tuscarawas County Sheriff's Office/Jail  
(INSTITUTION)**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **How Commissions Are Determined**

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

**Monthly Sales  
Less Postage/Non Commissionable  
= Adjusted Gross Sales**

**x 32% Commission Offered**

\*Postage sales and stamped envelopes are noncommissioned.

## **Exhibit "A"**

### **Hardware Featured**

- (1) Dell TE110, 16GB RAM Sever/Workstation**
- (1) DELL Laser Printer**
- (13) Edge Housing Unit Kiosks**
- (1) Lobby Kiosk**

**The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.**

### **Commissary Agreement**

#### **Exhibit B**

### **Noncommissioned Items**

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

VOTE:

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

**Discussion:** The Inmate Telephone Service Agreement with Inmate Calling Solutions was approved by Bob Stephenson, Assistant Prosecuting Attorney and will not be as costly to inmates as well as providing income to the jail.

**RESOLUTION (358-2015) INMATE TELEPHONE SERVICE AGREEMENT (Sheriff)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following inmate telephone service agreement:

**INMATE TELEPHONE SERVICES AGREEMENT**

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Tuscarawas County (the "County") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment, which has been estimated to be May 1<sup>st</sup> 2015 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for six (6) years from the Cutover Date. This Agreement shall automatically renew for two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such

Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

County agrees that all Commissions and associated MAG are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff governed by a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the cutover date and having access to telephones materially consistent with industry practice.

**7. County shall:**

- a. Advise ICS of any Services Location or related premise that has been closed.
  - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
  - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
  - d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
  - e. Provide suitable space and accessibility for inmates' use of telephone services.
  - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
  - g. Permit reasonable access by ICS to County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
  - h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
- 8. Law and Venue.** The domestic law of the State of Ohio shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Tuscarawas County of Ohio.
- 9. Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.
- 10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
- 11. Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any

loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.

12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Liability.** Each party shall be responsible and shall defend against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such party, its agents or employees, in the performance of any of its obligations hereunder. Each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT,

IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or

ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer<sup>®</sup> software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer<sup>®</sup> software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer<sup>®</sup> software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer<sup>®</sup> software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
  - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
  - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

*{Remainder of page intentionally left blank. Signature page and Exhibits follow.}*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC**

**Tuscarawas County, Ohio**

\_\_\_\_\_  
(Signature)

*Belle Everett*  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

*Belle Everett*  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

*County Commissioner*  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

*April 16, 2015*  
\_\_\_\_\_  
(Date)

**Exhibit A – County Addresses**

**Principle Business Address (used for all notices hereunder):**

2295 Reiser Ave S.E.  
New Philadelphia, OH 44663

**Service Locations:**

Tuscarawas County Jail  
2295 Reiser Ave S.E.  
New Philadelphia, OH 44663

**Equipment to be shipped to:**

Tuscarawas County Jail  
2295 Reiser Ave S.E.  
New Philadelphia, OH 44663

**Commissions to be paid to:**

Tuscarawas County  
2295 Reiser Ave S.E.  
New Philadelphia, OH 44663

**Exhibit B – Equipment****Centralized Enforcer Call Processing**

- 24 x Inmate Telephones
- 12 x Visitation Phone Sets
  - Wired to Enforcer for Monitoring & Recording
- 1 x Workstation and Printer
- 1 x TDD\TTY Device
  
- Interface to County JMS for automated PINs
- The Verifier – Biometric Inmate Identity Verification
- The Communicator – Inmate Request Portal
- The Attendant – Informational IVR
- Data Detective – Data Mining & Link Analysis
- Unlimited Enforcer User Licenses
  
- Interface to Commissary Vendor
  - Automated debit time purchase
  - Over-the-Phone commissary ordering

**Exhibit C – Call Rates**

The following rates apply to calls from Service Locations:

<b>Calling Rates</b>		
<b>Call Type</b>	<b>Per Call Charge</b>	<b>Per Minute Charge</b>
Local	\$3.00	\$0.00
Intrastate-IntraLATA	\$2.50	\$0.25
Intrastate-InterLATA	\$2.50	\$0.25
Interstate	\$3.15	\$0.00
International (Debit Only)	\$2.50	\$0.75

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

*Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*

**Billing & Funding Fees**

Bill Statement Fee:	\$2.49
Debit\Credit Card Funding:	\$6.95
Western Union Payment Processing:	Free
Mail-In Payment Processing:	Free
Refund Processing Fee:	\$2.99

**Exhibit D – Commissions**

ICS shall pay to County a Commission of 70.5% of the gross revenue for all call types generated from County's Service Locations.

**Cash Signing Bonus**

Additionally, ICS shall pay to County a onetime bonus in the amount of \$25,000.00, which shall be due promptly upon service activation.

**Minimum Annual Guarantee**

ICS further commits to a Minimum Annual Guarantee ("MAG") equal to \$60,000 per year. Commissions will be calculated and paid monthly as specified in the body of the contract based on the percentage shown above. County will also receive any additional commissions earned on revenue generated above the MAG based on the proposed commission rate. At the end of each contract year, the total earned commission for that year will be compared to the MAG amount. If the MAG amount is greater than the 12 months of earned commissions, no additional amount is due to County. The MAG calculation is based on County maintaining an average daily inmate population consistent with the average of the three months preceding the cutover date and having access to telephones materially consistent with industry practice.

**Note:** Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

VOTE:

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

**RESOLUTION (359-2015) ODJFS SUBGRANT AGREEMENT (CSEA)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following agreement as requested by Traci Berry, CSEA Director:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**G-1617-11-5587**

**RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Tuscarawas County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of Ohio Revised Code (ORC) Section 5101.21, in accordance with Sections 307.98 and 5101.21.

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

This Subgrant Agreement is applicable to all subawards by ODJFS to Tuscarawas County for the operation of the Tuscarawas Child Support Enforcement Agency (CSEA) that is a stand alone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS). Subawards subject to this Subgrant Agreement are not for research and development purposes.

**DEFINITIONS:**

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

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

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

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

#### ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance) ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E).

#### ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101.24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.

- D. Promptly reimburse ODJFS the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payment due ODJFS and notifies Subgrantee, payment shall be made in the manner specified by ODJFS.
- G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

#### ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2015, through June 30, 2017, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by both ODJFS and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

#### ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2016 and 2017 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Part 75, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General

Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, as well as 45 CFR 75, and 45 CFR 95, including but not limited to, the following federal rules:
1. **Standards for financial management systems:** Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302, including, but not limited to:
    - a. Fiscal and accounting procedures;
    - b. Accounting records;
    - c. Internal control over cash, real and personal property, and other assets;
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
    - e. Source documentation; and
    - f. Cash management.
  2. **Period of performance and availability of funds:** Pursuant to 45 CFR 75.309, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
  3. **Cost sharing or matching:** Pursuant to 45 CFR 75.306, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.
 

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
  4. **Program income:** Program income must be used as specified in 45 CFR 75.307.
  5. **Real property:** If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318.
  6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320.
  7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

**ARTICLE VI. AUDITS OF SUBGRANTEE**

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501 and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37<sup>th</sup> Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee must take prompt action to correct problems identified in an audit.

**ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
  2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
  3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, and 45 CFR 75.371, as applicable, if Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions deemed appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
  2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
  4. Withhold further awards for the Subgrant activity; or
  5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
  2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;

3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
  4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### ARTICLE VIII. NOTICES

- A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between ODJFS and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.
 

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.
- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
  1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and will impose the requirements of 45 CFR 75, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
  2. **Debarment and Suspension:** As provided in 45 CFR 75.212, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee

must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342 and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

#### **ARTICLE X. MISCELLANEOUS PROVISIONS**

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

Signature Page Follows

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**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**SIGNATURE PAGE**

**G-1617-11-«Number»**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Tuscarawas County CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

*Jacoby* 4/10/15  
CSEA Director Date

\_\_\_\_\_  
Cynthia C. Dungey, Director Date

*Belle Everett*  
County Commissioner Date

*Kerry Metzger* 4/16/15  
County Commissioner Date

*Chris Abbuhl* 4/16/15  
County Commissioner Date

VOTE:

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

**RESOLUTION (360-2015)****PAY BILLS**

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

**Commissioners**

Middaugh Printers	Letterhead	102.00
Gardiner	HVAC Repair	2,644.00
Roofing Systems	Repairs/CSEA	214.00
Treasurer Tusc Co	Housing/RLF Bank Interest	6.44
Treasurer Tusc Co	Economic Development RLF Interest	.05
Go Shred	Shredding Services	465.00
Frontier	Service/216.014.8124.092198.5	598.00
Treasurer Tusc Co	Internet Auction Distribution	383.05
GovDeals	Auction Sale Fees	105.46
John Hupp	Travel	200.00
John Hupp	Travel	342.47
Gate House Media	TR Subscription	199.12
Agland Coop	Fuel	111.10
Independence Business Supply	Workstation	559.96
Independence Business Supply	Workstation	910.00
Times Reporter	R & B Advertising	99.20
Kayline	Supplies	432.32

**Emergency Management**

Tusc Co Sheriff's Office	Supplies	102.91
Emergency Management Assoc of OH	Dues	50.00

**Southern Court**

Dominion East Ohio Gas	Service	82.00
Quill	Supplies	15.94
Quill	Supplies	49.22
Quill	Supplies	317.70
Forensic Diagnostic Center	Competency Evaluation	750.00
AT & T	Service	182.75

**Common Pleas**

National Assoc for Court Magistrates	Membership	100.00
Matthew Bender & Co	Legal Publications	214.02
Union Hospital	Work Wellness Training	50.25
Magazines.com	Subscriptions for Jury Room	199.25
John Shaklee	Interpreter	89.10
Union Hospital	Work Wellness Program	105.60
MNJ Technologies	Computers	5,484.79
Uline	Shelf Bookcase Storage	211.12
Uline	Shelf Bookcase Storage	10.00

**Employee Dress Down Day Fund**

Alzheimer's Association	Dress Down Day	513.00
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**Clerk of Courts**

Independence Business Supply	Supplies	75.77
Comdoc	Lease	226.72
Jeanne Stephen	Travel	89.24

**Engineer**

Carpenter Heating & Cooling	Vehicle Storage Bldg w/Wash Bay	6,023.00
Helblings Supply	Supplies	250.97
Peterman Plumbing	Vehicle Storage Bldg w/Wash Bay	11,297.81
Razor Lake Sand & Gravel	Materials	3,164.28
Hoaglands Equipment Repair	Repairs/Parts	2,080.000
Tatmans Excavating	Road Supplies	422.17
Custom Products	Signs per quote	13,467.14
Jasa Asphalt Material	Mat'l per bid	10,374.64
Amerigas Propane	Propane	1,667.13
Deems Auto Electric	Repairs/Parts	464.12
Fastenal	Bridge & Culvert Supplies	163.80
Fenton Brothers	Repairs/Parts	22.27

Tusc Construction Supply	Bridge & Culvert Supplies	117.40
Triple R Trailer Sales	Repairs/Parts	89.00
Ace Truck Equipment	Repairs/Parts	357.34
Airgas USA	Bridge & Culvert Supplies	53.97
<b>Community &amp; Economic Development</b>		
Frontier Communications	Fax Service	48.71
<b>Public Defender</b>		
John Breckbill	Travel	381.66
Treasurer Tusc Co	Cost Allocation	7,042.95
Quickprint Center	Supplies	65.00
Quickprint Center	Supplies	40.00
Copeco	Supplies	14.22
<b>Sheriff</b>		
G & L Supply	Supplies	769.43
Union Hospital	Inmate Medical Treatment	627.56
Hajoca Corp	Supplies	133.90
G & L Supply	Supplies	649.67
Diamond Drugs	Inmate Medications	6,784.51
<b>911</b>		
American Electric Power	Tower Electric	199.01
First National Bank of Dennison	Travel	232.97
Language Line Services	Interpreter	51.80
MNJ Technologies	Supplies	254.40
<b>Job &amp; Family Services</b>		
Quill Corp	Supplies	38.47
Joyce Barker	Travel & Training	100.28
Karen Quinlan	Travel & Training	20.70
Elizabeth Renner	Travel & Training	104.08
Wendy Azzardi	Travel & Training	60.26
Aden & Esther Miller	Transportation	55.20
Aaron & Chevelle Barger	Transportation	59.80
Seth & Kathy Morrison	Transportation	244.72
Mervin & Sarah Shetler	Transportation	12.88
Reuben & Amber Miller	Transportation	76.45
Tusc Co Sheriff	Gasoline	247.79
Treasurer State of OH	Fingerprints	884.00
AT & T	Advertising	4.44
Treasurer State of OH	Fingerprints	408.00
Reuben & Amber Miller	Transportation	9.84
Vincent & Dana Beachy	FP Training Stipend	120.00
Mark & Stephanie Haney	FP Training Stipend	120.00
Thomas Cannon	Travel & Training	255.30
Gabrielle Weingarth	Travel & Training	128.34
Tusc Co Commissioners	Rent & Utilities	5,763.31
Frontier	Fire Lines	102.26
Verizon Wireless	Cell Phone Service	703.43
Ohio Coalition Adult Protect	Training	270.00
Agnes Walker et al	NET Mileage Reimb	13,661.54
Cruzita Dorsey	NET Mileage Reimb	76.82
Adriel Schools et al	Boarding Home Payroll	218,006.92
Chrysalis Counseling Center	Court Testimony	107.00
Deborah Mauriello	IV-E Daycare	1,750.00
WJER	Remote Broadcast	120.00
Tusc Co Health Dept	Assessment	28.00
Forensic Fluids Laboratories	Drug Screens	1,263.00
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expenses	1,043.00
Graphic Enterprises	Supplies	302.57
Staples Advantage	Supplies	53.15
Marc Lightell	Water & Cooler Rent/Reception Area	40.85
Gordon Printing	Business Cards	482.35
Chrysalis Counseling Center	Counseling	177.92
Shred It	Shredding Services	151.00
Ziegler Tire	Car Maintenance	58.50

William Ernest Nedrow	Snow Plow Services	552.00
Language Line Services	Interpreter	10.11
First Communications	Long Distance	247.33
<b>Veterans</b>		
Embassy Suites Cleveland	Lodging	1,191.33
<b>Water &amp; Sewer</b>		
Frontier	Service	37.90
Frontier	Service	335.50
Glacial Energy	Service	2,168.33
USA Bluebook	Drum/Pump Motor Kit	1,000.00
Staples	Table	189.99
USA Bluebook	Drum Pump/Motor Kit	536.78
Ream & Haager lab	Lab Services	502.00
Oster	Gravel/Fill	167.13
Troy Pantelis	Cleaning Services	320.00
American Electric Power	Electric	35.01
Frontier	Service	36.89
Solenis	Materials	275.00
Staples	Supplies	113.83
Staples	Supplies	49.76
American Electric Power	Electric	2,454.57
American Electric Power	Electric	4,294.73
American Electric Power	Electric	273.67
Columbus Gas	Utility	688.07
Verizon Wireless	Modem Service	56.68
Treasurer State of OH	Annual Sludge Fee	132.23
Treasurer State of OH	Annual Sludge Fee	100.00
Treasurer State of OH	Annual Sludge Fee	100.00
Treasurer State of OH	Annual Sludge Fee	100.00
Quickprint	Supplies	165.00
Kimble Recycling	Rental & Pick Up	40.00
American Electric Power	Electric	30.42
Village of Tuscarawas	Wainwright Payment	704.29
Village of Tuscarawas	Wainwright Payment	1,236.11
Bain Enterprises	Valve Maintenance Trailer Training	550.00
Bain Enterprises	Valve Maintenance Trailer	61,445.00
Albers & Albers	Legal Services	4,000.00
Kimble Recycling	Hopper Rental & Screening	690.48
Kimble Recycling	Sludge Disposal	1,206.68
American Electric Power	Electric	203.98
<b>Juvenile/Probate</b>		
Independence Business Supply	Supplies	11.98
Ziegler Tire	Auto Repairs	17.88
Lexis Nexis Matthew Bender	Law Books	46.44
Jane Gingrich	Court Investigator	8.40
Jane Gingrich	Court Investigator	125.00
Times Reporter	Legal Advertising	199.95
<b>Child Support</b>		
Frontier	Service	581.25
Frontier	Service	373.84
Melissa Uebel	Travel	131.74
Office Max	Supplies	431.77
<b>Prosecutor</b>		
Staples Credit Plan	Supplies	348.55
VOTE:	Belle Everett, yes;	
	Kerry Metzger, yes;	
	Chris Abbuhl, yes;	

**Discussion:** Constance Clark (Mission: Possible Nonprofit Solutions Ltd.) thanked the Commissioners for allowing them to speak. She is a resident of Tuscarawas County and would like to bring attention to the jewel just outside the County line – Camp Muskingum. Camp Muskingum is located Carrollton, Carroll County and is based on Leesville Lake it has a significant impact on Tuscarawas County. Camp Muskingum is the only FFA camp in the State of Ohio. Students from Newcomerstown, Claymont, Strasburg, Buckeye Career Center, Dover, Tusky Valley and most importantly Indian Valley attend programs and training at Camp Muskingum. Three students from Indian Valley were present. She introduced Todd Davis, Camp Director. Mr. Davis gave a history of the Camp and discussed the Discovery Center they are constructing. This center is an innovative 7,500 square foot timber frame building replacing the nature Center lost to fire in 2011. It will include a large open space for large banquets, community events, recreation and educational presentations and will allow the participants to comfortably sit at tables (currently they sit cross legged on the floor). The facility will be available for use by Camp Muskingum and FFA chapters as well as other nonprofits, camps, businesses, organizations, schools, and groups from all over the State and beyond. He gave details of the underground railroad experience they provide as well as the leadership skills they teach. The main mission is to give kids opportunities to grow with personal development, recreation training, education and conservation teachings. They still need funding and would like the support of the Tuscarawas County Commissioners to engage foundations to make this become a reality without having to borrow additional dollars.

Taylor Sprowl (FFA/Indian Valley Sophomore) spoke on the personal growth and leadership aspect of the programs she has attended. She attended FFA Camps as well as officer training programs. She has made many friendships and the training has allowed her to break out of her shell and learn something new. She has been to many other leadership conferences but none have hit home like Camp Muskingum. There is an interactive tie to what students are doing these days. It is important to develop leaders. She is currently the Chapter Reporter and will be the Sentinel next.

Kaylee Stephen (FFA/Indian Valley Senior) discussed the conservation aspect and how she learned discipline through her training. She explained how they have to clean everything up after camp and how some participants do not understand that. They went out on a pontoon boat to look at the dam and learned the purpose of the dam, how it works and what purpose it serves. She learned how to conserve water and how to improve water quality. It has been very beneficial.

Luke Durbin (FFA/Indian Valley Senior) discussed recreation and safety. The Camp not only provides boating, archery, rifle/shotgun ranges, zip line they teach you how to do them in a safe manner. They just do not let them go out and have fun, participants have to learn the safety procedures involved in all of them. Then you get to experience it once you understand how each piece of equipment operates. Every contest he attends he sees someone that he met through this camp.

Commissioner Everett feels the camp teaches so much and provides the leadership camp to many schools in our county. She is in support of this project as it reaches beyond Carroll County's borders.

Commissioner Abbuhl stated that it is obvious all the students have leadership skills as they speak very well and present themselves well. He added it would be nice if it was in our county but we are fortunate to have this so close to home. He really likes the hands on aspect they provide.

The commissioners discussed paintball and issued a challenge although Commissioner Metzger would like to team up with Luke as he is a strong player. They acknowledged the fantastic job Camp Muskingum has done providing training and life experiences.

Taylor, Kaylee and Luke thanked the Commissioners for the opportunity to speak at their meeting.

***NO OTHER BUSINESS COMING BEFORE THE BOARD.***

