

August 17, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds (3)

Supplemental Appropriation (3)

Before/After

Interfund Transfer/Advance

Disposal of Items-CSEA

Approve Mitigation Plan Update-EMA

Support of Exploring Options for Participation Regional Transportation Improvement Project

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 17TH DAY OF AUGUST, 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 (737-2015) 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 (738-2015) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Prosecutor	U49-U01	U49-U30	\$13,000.00	Transfer
Prosecutor	U49-U02	U49-U30	\$1,000.00	Transfer
Prosecutor	U49-U03	U49-U30	\$1,000.00	Transfer
Sheriff	T07-T14	T07-T02	\$19,996.65	Salaries
Engineer	K00-K12	K00-K14	\$50,000.00	Repairs/Parts

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



RESOLUTION (739-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff	T07-T25	T07-T04	\$500.00	Equipment
Prosecutor	U49-U99	U49-U30	\$50,559.74	Transfer
Commissioners	A00-A18	A16-A07	\$10,000.00	1 Mill Trans Tax-Capital
Commissioners	A00-A18	A16-A09	\$50,000.00	Transfer Out Casino Tax

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

RESOLUTION (740-2015) BEFORE/AFTER EXPENDITURE

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

Peterman Plumbing (Engineer)	253.95
American Electric Power (Engineer)	966.04
Airgas USA LLC (Engineer)	122.22
R.J. Beck (Commissioners)	930.00
SHRM (Commissioners)	190.00
Angelo Wardell (Sheriff)	225.24
Layne Christensen Company (Water/Sewer)	1792.00

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

RESOLUTION (741-2015) INTERFUND TRANSFER/ADVANCE

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

Treasurer, Tusc. Co.	Concealed Carry to Co. General	\$19,996.65
Treasurer, Tusc. Co.	Co. General to Children Service Fund	\$191,309.31
Treasurer, Tusc Co.	JFS Mandated Share August 2015	\$16925.50 *

Replaces Interfund Transfer/Advance (717-2015)

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

RESOLUTION (742-2015) DISPOSAL OF ITEMS-CSEA

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the disposal of the following items as requested by Traci A. Berry, Director, Tuscarawas County Child Support Enforcement Agency.

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

RESOLUTION (743-2015) APPROVE MITIGATION PLAN UPDATE-EMA

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following agreement with Michael Baker International, Inc. as recommended by Patty Levensgood, Director.

(Revised March 28, 2008)

Standard Client Agreement

THIS AGREEMENT entered into this _____ day of _____ 20 __, by and between Michael Baker International, Inc. (hereinafter "**BAKER**") with offices at 4100 Horizons Drive Suite 206, Columbus, Ohio 43220, and Tuscarawas County Homeland Security and Emergency Management Agency (hereinafter, "**CLIENT**"), with offices at 2295 Reiser Avenue SE, New Philadelphia, Ohio 44663.

WHEREAS, the **CLIENT** desires **BAKER** to perform certain technical services.

WHEREAS, **BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **BAKER** based on invoices submitted by **BAKER**. The **CLIENT** shall also pay **BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident

(Revised March 28, 2008)

thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

6. **COMPLIANCE WITH LAWS.** BAKER shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.

7. **ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by CLIENT, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by CLIENT, by operation of law or otherwise, without the express prior written consent of BAKER which consent shall not be unreasonably withheld.

8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by BAKER, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by BAKER, by operation of law or otherwise, without the express prior written consent of CLIENT which consent shall not be unreasonably withheld.

9. **INSPECTION OF THE WORK.** BAKER shall grant CLIENT access at all reasonable times to BAKER's facilities where the work under this Agreement is being performed.

10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. BAKER shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus _____% to cover overhead and profit, or as may be otherwise agreed between the CLIENT and BAKER.

11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, BAKER shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.

12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.



(Revised March 28, 2008)

13. **INDEMNIFICATION.** Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BAKER's** sole negligent acts, errors or omissions with performance of **BAKER's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the **CLIENT** shall indemnify, save harmless and defend **BAKER** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **BAKER's** services, or claims against **BAKER** arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **BAKER's** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **BAKER** to all those named shall not exceed \$50,000 or the total fee for **BAKER's** services rendered in the project, whichever is greater.
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
- (a) **Comprehensive General Liability** including the following:
 - \$1,000,000 Each Occurrence for bodily injury and property damage
 - \$1,000,000 Products/ Completed Operations Aggregate
 - \$1,000,000 General Aggregate over all interests
 - (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - \$1,000,000 Bodily Injury
 - \$1,000,000 Property Damage
 - (c) **Umbrella/Excess Policy:**
 - \$4,000,000

(Revised March 28, 2008)

(d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts, and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.

17. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

- Exhibit "A" Scope of Work
- Exhibit "B" Payment Terms

23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.



(Revised March 28, 2008)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS: **Michael Baker International, Inc.**

Name: Andrew Paul Gluck

Title: Vice President

WITNESS: **Tuscarawas County**

Maria A. Lautenschlager

Name: Chris Abbuhl

Title: County Commissioner

Chris Abbuhl

Name: Kerry Metzger

Title: County Commissioner

Kerry Metzger

Name: Belle Everett

Title: County Commissioner

Belle Everett

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

DISCUSSION: Patty Levensgood, Director Tuscarawas County Homeland Security & Emergency Management Agency (EMA) and Gail Baldwin, Deputy Director, were present regarding the approval of the County’s Mitigation Plan update. Ms. Levensgood stated that every (5) five years the county is required to update the mitigation plan. The Tuscarawas County Homeland Security & Emergency Management Agency applied for a grant for services to upgrade the plan and was awarded a grant for \$26,250.00, which was the quoted amount from Michael Baker International, Inc., to provide these services. There were (2) two additional quotes received and the Baker quote was the lowest. The EMA committee meets with all cities, villages and townships to identify hazards and include ideas and needs in the plan. The plan’s objective is to prevent loss of life and property damage. Commissioner Everett requested that Ms. Levensgood give examples of mitigation projects. Two projects she identified were the acquisitions of 2 (two) properties in Uhrichsville and siren updating in Sugarcreek and Sugarcreek Township. Commissioner Abbuhl commented that the mitigation plan is not necessarily just for flooding concerns. Mrs. Levensgood said that all jurisdictions must sign the County’s plan or have their own in place.

RESOLUTION (744-2015) SUPPORT OF EXPLORING OPTIONS FOR PARTICIPATION REGIONAL TRANSPORTATION IMPROVEMENT PROJECT

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to table the Support of Exploring Options for Participation Regional Transportation Improvement Project until language revisions are made in the resolution.

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

RESOLUTION (745-2015) PAYMENT OF BILLS

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

911

Ohio Highway Patrol	LEADS Services	600.00
American Electric Power	Tower Electric	225.49
Guernsey Muskingum Electric	Tower Electric	337.45

Child Support

Tusc Co Clerk of Courts	IV-D Contract	1,327.50
-------------------------	---------------	----------

Clerk of Courts

MNJ Technologies	Computers	4,612.00
Courtview	Services	550.00
Clerk of Courts	Banking Fees	3,514.27

Commissioners

RJ Beck Protective Systems	Emergency Repairs	930.00
Parkway Auto Group	Service/Plow Truck	263.81
Agland Coop	Fuel	56.69
First Communications	Long Distance/Switchboard	132.12
First Communications	Long Distance/Veterans	33.72
Medicine Shoppe	TB Meds	386.22

Common Pleas

Union Hospital	Work Wellness Program	131.85
Comdoc	Monthly Copier Fee	29.70
Union Hospital	Work Wellness Program	50.25
Harvey Shulman Phd	Expert Witness Fees	2,074.70

Dog Pound

First Communications	Long Distance	9.07
----------------------	---------------	------

Emergency Management

Patty Levensgood	Cell Phone Reimb	26.31
Patty Levensgood	Supplies	10.00

Employee Dress Down Day Fund

Dress A Child	July Dress Down Days	390.00
---------------	----------------------	--------



Engineer

Kimble Clay & Limestone	Materials	32,152.57
Kyle Weygandt	Safety Training	500.00
Asphalt Materials	HRFS2/Emulsion per bid	60,839.40
Asphalt Materials	Mat'l per bid	109,073.69
Triple R Trailer Sales	Repairs/Parts	48.19

Human Resources

SHRM	Membership	190.00
------	------------	--------

Information Technology

Provantage	Supplies	158.28
------------	----------	--------

Sheriff

Chuck Nicholson	Service	70.00
Ziegler Oil	Repairs	1,573.78
Verizon Wireless	Cell Phone Service	543.66
G & L Supply	Supplies	15.40
Diamond Drugs	Inmate Meds	8,814.75

Water & Sewer

Ziegler Bolt & Nut House	Materials	74.90
Staples	Supplies	313.08
Univar	Materials	692.36
Treasurer State of OH OEPA	EPA Submittal Fee	1,531.28
Frontier	Service	38.43
Frontier	Service	335.37
Frontier	Service	39.80

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

OTHER BUSINESS: Commissioner Everett had Jane Clay, Executive Assistant/Park Coordinator; explain the closure of the Ft. Laurens trailhead. Ms. Clay explained maintenance will begin on Tuesday August 18, 2015 from 8:00 a.m. until 4:00 p.m. Any remaining work will be completed on Tuesday August 25, 2015.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (746-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 1:19 p.m. to meet in Regular Session, Thursday 20th day of August, 2015.

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

Belle Everett

Kerry Metzger

Chris Abbuhl

Attest: *Maria Lautenschlager*
 Clerk of the Board