

**July 6, 2015**

**Agenda**

1:15 Dan Rice EPD Agreement

*Pledge of Allegiance*

Approve Minutes

Transfer of Funds

Agreement Exchange of Funds TCJFS/Coshocton County JFS

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 6<sup>TH</sup> DAY OF JULY, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett  
Chris Abbuhl

Commissioner Everett presiding.  
Commissioner Metzger absent due to illness.

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

**RESOLUTION (605-2015) APPROVE MINUTES**

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

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

**RESOLUTION (606-2015) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	Q90-Q20	Q90-Q16	\$23,000.00	Courthouse Elevator Project

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

**RESOLUTION (607-2015) APPROVE AGREEMENT EXCHANGE OF FUNDS TCJFS/COSHOCTON JFS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the Inter-County Agreement and Certification Release and Acceptance of Funds.

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

Discussion: Commissioner Abbuhl mentioned that this transfer is a beneficial. The two agencies are able to transfer funds among one another and utilize funds that would otherwise be sent back to the state.



389 16th Street SW  
New Philadelphia, Ohio 44663  
Phone: 330-339-7791 or 800-431-2347  
Fax: 330-339-6388 TTY/TTD: 1-800-750-0750  
www.tcjfs.org

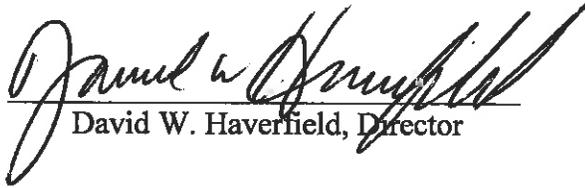
July 1, 2015

The attached papers are a request to exchange funds between Tuscarawas County Job & Family Services and Coshocton County Job & Family Services.

The inter-county agreements have been signed by both directors, David Haverfield and Mindy Fehrman.

Tuscarawas County agrees to provide Coshocton County with \$40,000.00 from their Income Maintenance funding and Coshocton County agrees to provide Tuscarawas County \$60,000.00 from their Title XX Transfer Subsidy funding.

Please approve by resolution.

  
David W. Haverfield, Director

Approved by Resolution:

  
Belle Everett

7-6-15  
Date

Kerry Metzger, absent  
Kerry Metzger

07-06-15  
Date

  
Chris Abbuhl

7-6-15  
Date

TCJFS helps people achieve safety, security, and self-sufficiency.

Ohio Department of Job and Family Services  
**INTER-COUNTY AGREEMENT AND CERTIFICATION  
 RELEASE AND ACCEPTANCE OF FUNDS**

**SECTION I: RELEASE OF FUNDS**

In compliance with rule 5101:9-6-82 of the Administrative Code, the Tuscarawas County Department of Job & Family Services agrees to the release of funds as enumerated below to the Coshocton County Department of Job & Family Services

Funding Source	Released Amount
Income Maintenance JFSCASIM JFSFSF15 ST.FOS	\$40,000.00
	\$
	\$
	\$
	\$
	\$
	\$

and hereby certifies the following:

- sufficient funding levels remain to provide mandated services for the remainder of the funding period;
- if the allocation is TANF-OWF, Medicaid, or Food Stamp funding, all mandated services for the remainder of SFY will be provided, regardless of funding; and
- the fund release does not leave the county with an amount below the previous SFY expenditure level.

Signature: Agency Director or Designee 	Date 6-24-15
--	-----------------

**Required Attachment**

A signed copy of the resolution from the Board of County Commissioners or Children Services Board approval indicating the approval to *release* the funds indicated above or the appointment of a designee.

**Submission**

The completed and signed form, with applicable attachment(s), is submitted to CFIS\_HELP\_DESK@jfs.ohio.gov or via FAX to 614-728-3330 in the Bureau of County Finance and Technical Assistance no later than the last day of the liquidation period for adjustments to be made during the fiscal year.

**SECTION II: ACCEPTANCE OF FUNDS**

In compliance with rule 5101:9-6-82 of the Administrative Code, the Coshocton County Department of Job & Family Services agrees to accept the exchange of funds as enumerated below from the Tuscarawas County Department of Job & Family Services.

Funding Source	Accepted Amount
Income Maintenance JFSCASIM JFSFSF15 ST.FOS	\$40,000.00
	\$
	\$
	\$
	\$
	\$
	\$

Signature: \_\_\_\_\_  
 Agency Director or Designee: *Michelle V. [Signature]* Date: *6/17/15*

**Required Attachment**

A signed copy of the resolution from the Board of County Commissioners or Children Services Board approval indicating the *acceptance* of the funds indicated above or the appointment of a designee.

**Submission**

The completed and signed form, with applicable attachment(s), is submitted to CFIS\_HELP\_DESK@jfs.ohio.gov or via FAX to 614-728-3330 in the Bureau of County Finance and Technical Assistance no later than the last day of the liquidation period for adjustments to be made during the fiscal year.

Ohio Department of Job and Family Services  
**INTER-COUNTY AGREEMENT AND CERTIFICATION  
 RELEASE AND ACCEPTANCE OF FUNDS**

**SECTION I: RELEASE OF FUNDS**

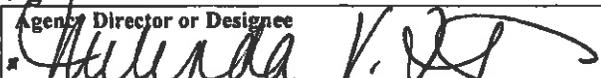
In compliance with rule 5101:9-6-82 of the Administrative Code, the Coshocton County Department of Job & Family Services agrees to the release of funds as enumerated below to the Tuscarawas County Department of Job & Family Services

Funding Source	Released Amount
Title XX Transfer Subsidy JFSCAXXT JFSCTX15	\$60,000.00
	\$
	\$
	\$
	\$
	\$
	\$

and hereby certifies the following:

- sufficient funding levels remain to provide mandated services for the remainder of the funding period;
- if the allocation is TANF-OWF, Medicaid, or Food Stamp funding, all mandated services for the remainder of SFY will be provided, regardless of funding; and
- the fund release does not leave the county with an amount below the previous SFY expenditure level.

Signature:

Agency Director or Designee 	Date 6/17/15
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	\$
	\$
	\$
	\$
	\$
	\$

**Signature:**

Agency Director or Designee 	Date 06-24-15
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**RESOLUTION (608-2015) PAYMENT OF BILLS**

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

<b>Job &amp; Family Services</b>		
Robb Rectanus	Travel	374.87
<b>Common Pleas</b>		
Tusc Co IT Dept	Supplies	1,001.43
<b>Emergency Management</b>		
Patty Levengood	Supplies	21.00
<b>Auditor</b>		
Tusc Co IT	Supplies	600.00
Tusc Co IT	Supplies	177.06
<b>Veterans</b>		
Treasurer Tusc Co	Fuel	69.07
Tusc Co IT Dept	Supplies	441.77
Occupational Medicine Center	Drug Screening	152.00
Embassy Suites Hotels	Lodging	116.00
The American Legion Post # 679	Memorial Day Expenses	200.00
Vietnam Veterans of America # 532	Memorial Day Expenses	500.00
American Legion Post # 0431	Memorial Day Expenses	500.00
Ft. Laurens American Legion Post # 190	Memorial Day Expenses	500.00
Job & Family Services	Service & Supplies	25.00
Time Warner Cable	Cable Service	211.80
Embassy Suites Hotels	Lodging	235.98
Embassy Suites Hotels	Lodging	464.00
<b>Treasurer</b>		
US Bank Equipment Finance	Copier Lease	82.00
Harris Computer Systems	Software Support	391.44
Tusc Co IT Dept	Supplies	769.25
<b>Sheriff</b>		
G & L Supply	Supplies	479.84
ID Networks	Maintenance Contract	3,995.00
Dutch Creek Foods	Inmate Food	3,404.53
Meat Packers Outlet	Meat for Inmates	573.55
East Ohio Orthopaedics	Inmate Medical Treatment	21.28
Clean Plus Inc	Gloves	742.50
Staples	Supplies	216.98
Staley Technologies	Repairs	97.20
Staley Technologies	Service Contract	342.30
Xerox	Xerox Charges	1,180.50
Agland Coop	K9 Supplies	40.49
Dominion East Ohio Gas	Service	2,301.95
Zashin & Rich	Legal Counsel	504.50
Zashin & Rich	Legal Counsel	7,192.30
<b>911</b>		
Mercy Medical Center	CPR	5.00
Xerox	Xerox Charges	150.25
Staley Technologies	Maint Contract	660.00
RJ Wright & Sons	Fuel for Generator	429.73
Henry Heating & Cooling	Tower Repair	248.00

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

**RESOLUTION (609-2015) RECESS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett to recess at 1:04 p.m., for the next scheduled appointment.

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

*Commissioner Everett called the meeting out of recess and back into Regular Session at 1:15 p.m.*

**Discussion:** Dan Rice, President & CEO of Ohio & Erie Canalway Coalition and Jane Clay, Executive Assistant/Park Coordinator was present to update Commissioners on the Tuscarawas County Trail & Green Space Plan. There has been a tremendous amount of activities over the past 10 years. All of the ideas that originated from the original plan are moving forward in some format. The communities have taken ownership and other communities not included in the original plan (Village of Tuscarawas Trail Plan and Atwood Lake Trail Plan) have had tremendous growth. At the request of the Tuscarawas County Commissioners he has contacted Environmental Design Group to come up with a proposal to not only update 3-5 year strategic plan, but also to see how they can manage their resources. Currently there are many miles of trails being managed by volunteers and contracts. This needs to be looked at in the strategic plan to project where they want to be in 5 years. EDG will also look at funding opportunities due to changes at the local, state, and federal level. Mr. Rice commended Tuscarawas County for securing close to 4.8 million dollars of local, private, state and federal investment with Tuscarawas County investment a little over \$300,000.

Commissioner Abbuhl recognizes the hard work and dedication of the Ohio & Erie Canalway Coalition. Without their assistance the trail system would not be as far along as they are. The goal was by 2020 to have connection all the way through New Philadelphia. With the five year plan this goal should be reached. He thanked Jane Clay for the tremendous work she has done for the trails and appreciates her passion to see the trails completed. Eventually there is going to be a need for a full time parks manager. Commissioner Everett spoke to Mr. Rice pertaining 3-5 year strategic plan and the challenges including the Gradall property in New Philadelphia. He said it is key for partnerships and collaborations to make this happen. The City of Dover is making huge progress. They recently received a Clean Ohio grant to acquire land. That is why the plan is an incredible guide. It serves as an inspiration and challenge. It is exciting as Phase I is now completed and moving into Phase II. Mr. Rice mentioned the progress Tuscarawas County Commissioners have made that they have inspired Harrison County Commissioners. Harrison County recently purchased a right away and now is one step closer to connecting the towpath trail to Pittsburgh and the Great Allegheny Passage. Commissioner Abbuhl spoke of the team effort and the collaborations of many different entities that make it possible. The contract is for \$14,458.00. The Environmental Design Group is very well qualified and has a good skill set when it comes to developing trail plans. They did the first trail plan and have designed most of the regional wide trail plans. They are interested in continuing to work on this and have a strong passion and expertise. Mr. Rice will continue to monitor the process (Technical Assistance Agreement).

**RESOLUTION (610-2015) APPROVE EDG AGREEMENT  
(Tuscarawas County Trail & Greenspace)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett to approve the following agreement with Environmental Design Group as recommended by Dan Rice.



*Celebrating 30 Years of Excellence: 1984-2014*

450 Grant Street  
Akron, Ohio 44311

806 Literary Rd, #206  
Cleveland, OH 44113

330.375.1390  
800.835.1390  
Fax 330.375.1590

www.envdesigngroup.com

Civil Engineering  
Landscape Architecture  
Planning  
Surveying  
Environmental Services  
Construction Management

June 12, 2015

Environmental Design Group Job No. 15-00167-01P

Chris Abbuhl, Kerry Metzger, Belle Everett  
Tuscarawas County Commissioners  
125 E High Ave,  
New Philadelphia, OH 44663

**RE: Tuscarawas County Trail and Greenspace Plan Update and Tuscarawas County Park Department 3-5 Strategic Plan**

Dear Commissioners:

Based on our discussions with Dan Rice at the Ohio and Erie Canalway, Environmental Design Group is pleased to submit our proposal for the above-referenced project. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the Ohio & Erie Canalway Coalition (OECC), Tuscarawas County Commissioners and for Environmental Design Group.

### **SCOPE OF SERVICES**

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

#### **Task 1 – Tuscarawas County Trail and Greenspace Plan Update**

Environmental Design Group will work with OECC and Tuscarawas County Park Department and Commissioners to update the existing Tuscarawas County Trail and Greenspace Plan. This includes identification of new proposed routes, updating completed routes and production of a new 24x36 pdf map. We'll also work with OECC and Tuscarawas County officials to develop up to four area early action plans to replace the three to four early action plans that are on the existing trail and greenspace map that have already been constructed.

Environmental Design Group will have a kickoff meeting with OECC, Tuscarawas County Park Department and Commissioners and other stakeholders at the beginning of the process in order to collect information, identify project goals and schedule.

- A. Progress Meetings: We will hold one additional meeting with the Client at a point during the project to review status of work, and prepare for deliverables.
- B. Deliverable: Updated Tuscarawas County Trail and Greenspace Plan Map with updated blow up areas laid out as the previous plan map (24x36, full color, electronic PDF with one full size copy of the two sided document).

#### **Task 2 – 3-5 year Strategic Plan for the Tuscarawas County Park Department**

Our team will outline a strategy for Tuscarawas County Park Department and Commissioners to work towards achieving the revised trail and green space goals and objectives with the current funding levels.

We realize that recommendations mean nothing without examining the financial resources necessary to move projects forward. We will consider the implications and possibilities at all stages. Our team will conduct an overview analysis of existing funding to understand how the Tuscarawas County Park Department is meeting its current needs and, based on recommended improvements from the updated

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Trail and Greenspace plan, determine if current funding sources are sufficient for both capital and operational costs. Based on the discussions that arise out of the updated plan, we will identify probable operating, maintenance, and capital costs and recommendations for potential funding sources and mechanisms for the next three to five (3-5) years for the Tuscarawas County Park Department.

1. 3-5 Year Strategic Action Plan:
  - a. Provide up to three examples of similar type park departments;
  - b. Recommended prioritized goals and objectives for major maintenance, land acquisition, park & trail development, education and recreation programs based upon proposed level of service needs for the next 3-5 years;
  - c. Recommended a financial plan for phased major maintenance, capital improvement priorities and operations;
  - d. Recommended organizational structure, staffing and strategic partnerships.
- 2 Deliverables: Draft & Final Strategic Plan (Review meetings for this task will be coordinated with Task 1 meetings).

## **SCHEDULE**

Environmental Design Group estimates a 120-day schedule for completion of the planning effort once authorized.

## **COMPENSATION**

For and in consideration of the above-referenced services, Environmental Design Group will invoice the Tuscarawas County Commissioners for a lump sum of **Fourteen Thousand Four Hundred Fifty-Eight Dollars and No Cents (\$14,458.00)**.

Reimbursable Expenses are included in the above fees.

The above fees will apply for one year from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

## **ASSUMPTIONS AND EXCLUSIONS**

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. We will be utilizing third-party data for base information such as parcel, topographic, and soils. We therefore cannot guarantee the data's accuracy.
2. The scope of this work is to prepare a master plan level document. We have not included any detailed professional survey and /or engineering scope of work in this proposal that could be used for construction, permitting, or agency approvals.
3. Client will provide engineering, surveying data, current staffing information, current financial data, current owned or managed property information, current O&M material and work schedules and other existing information in the Client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal.
4. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.

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**OECC RESPONSIBILITIES**

OECC will provide the following in order to expedite the project:

1. Provide background data regarding goals of the project and prior discussions;
2. Coordinate all meetings with the Tuscarawas County Commissioners, Park Department and others;
3. Provide timely review of submissions and invoices;
4. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
5. Provide information on the current Park Department Organization, staffing, programs, funding and prior planning efforts and mapping performed by Tuscarawas County.

**INVOICING PROCEDURES AND TERMS**

Invoices will be submitted monthly based on Environmental Design Group's estimate of job progress. If the Client fails to make any payment due Environmental Design Group within thirty (30) days after receipt of Environmental Design Group's invoice, the amounts due Environmental Design Group will include a charge at the rate of 1% per month from said thirtieth day. In addition, Environmental Design Group may suspend services under this Agreement until all outstanding invoices have been paid in full plus accrued interest.

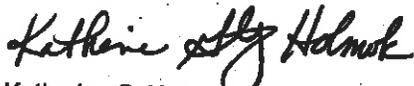
The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the client.

**PROJECT INITIATION**

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing both copies of this letter and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me.

We look forward to working with you.

Sincerely,



Katherine G. Holmok, ASLA  
Project Manager, Parks, Trails and Green Infrastructure

ACCEPTED: TUSCARAWAS COUNTY COMMISSIONERS

By *Delle Everett*

Title *Commissioner*

Date *July 6, 2015*

Name of Client's Designated Representative:

*Jane Clay / Dan Rice*

G:\25 - Parks\OECC\Tuscarawas County T&G Plan Update\Final Scope

Tuscarawas County Commissioners  
June 12, 2015

**ENVIRONMENTAL DESIGN GROUP, LLC  
EXHIBIT A  
STANDARD PROVISIONS OF AGREEMENT  
FISCAL YEAR 2015**

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This agreement will be binding upon the heirs, executors, administrators, successors and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this agreement and will not be binding upon Consultant unless agreed to in writing by Consultant.
3. This agreement will be governed by and construed in accordance with the laws of the State of Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
8. The following will be considered as extra work to be performed for an additional fee: a) Changes to plans, specifications or other documents and/or field work required by one or more governmental agency, as a result of changes in its ordinances, policies, procedures or requirements after the date of this agreement; b) Any and all increase in costs and expenses contemplated by this agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed,

Tuscarawas County Commissioners  
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- damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
9. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
  10. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
  11. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
  12. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this agreement. All services provided pursuant to this agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
  13. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings

Tuscarawas County Commissioners  
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regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.

14. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
15. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, which changes affect Consultant's work, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
16. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this agreement and shall not be construed to relieve any construction contractor of its obligations.
17. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
18. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
19. If client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant will have the right to consider such default in payment a material breach of this entire agreement. Consultant may, upon written notice to Client, terminate the duties, obligations, and responsibilities of Consultant under this agreement. In such event, Client will immediately pay Consultant for all fees, charges and services provided through the date of termination. Alternately, the Consultant may choose at its sole discretion not to terminate this agreement but to suspend work until the account is brought current including accrued interest. In such event, the Client will bear any and all additional costs resulting from suspension of work including but not limited to increases to the stated fee as a result of inflation, promotions or other causes and/or

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additional fees incurred by Consultant as a result of changes necessitated by governmental agencies or other approving authorities.

20. Client agrees to limit Consultant's liability to Client and to all contractors and subcontractors on the project, due to professional negligence, acts, errors or omission of Consultant arising from or relating in any way to this Agreement, breaches of contract, breaches of warranty and/or any defense or indemnity obligations and any and all other obligations of Consultant in the aggregate to the sum of \$50,000 or Consultant's fees, whichever is greater.
21. Client agrees and acknowledges that any and all claims brought under, pursuant to, or related to this Agreement must be filed within ten (10) years of the date of this Agreement. Any claims filed after that date shall be time barred. Nothing herein shall be construed so as to extend any shorter applicable statutes of limitations or contractually agreed upon time periods for claims other than for breach of contract.
22. Neither the Client nor any of the Client's contractors or subcontractors will make any claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as the Consultant and licensed in the State of Ohio. This certification will: a) Identify the name and license number of the certifier; b) Specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate must be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. Failure to provide such written certification will be considered a waiver by Client of all such claims against Consultant. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
23. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
24. Under no circumstances will any legal action in any way connected with this agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this agreement is terminated prior to substantial completion, in which case the date of termination of this agreement will be the date on which such period will commence.
25. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Environmental Design Group at the time of the investigation and report.
26. Assignment of reliance to third-parties can be made, however this will be considered an out of scope service. Such letters of reliance will be provided on a case-by-case basis as requested. It is further understood that the scope, terms and conditions under which this report was originally prepared apply to any and all third party recipients.

