

July 16, 2015**Agenda***Pledge of Allegiance*

9:30 David Haverfield PRC Plan Update/Replacement Hire

Approve Minutes

Transfer of Funds (10)

Supplemental Appropriations (3)

Interfund Transfer/Advance

Before/After

Dog & Kennel Monthly Report June 2015

Treasurer's Investments June 2015

JFS Contracts June 2015

Disposal Obsolete Items-Commissioners

Approve LEPC Members

Approve Affirmative Action Plan 2015

Appoint Board of DD Member-L.Patterson

Accept Proposal R.J. Beck (exit switches)

Accept Bid-Elevator Modernizations Haugh Construction dba Benchmark Construction

Amend Equal Employment Opportunity Notice & Policy (change contact to HR Manager)

Approve Contract Engineer-Shelly & Sands Project #3-2015 Paving
(Wolfes Crossing-Tuscarawas Road-Hooker Drive)

Approve Contract Engineer-Superior Paving & Materials, Inc. Project #3-2015 Paving
(CR 82 Dover Zoar Road-Village of Midvale-Village of Sugarcreek)

Approve Contract Engineer-Newton Asphalt Paving, Inc. Project #3-2015 Paving
(Lawrence Township-Village of Dennison-Village of Roswell-Village of Tuscarawas)

Approve Lease Agreement-EMA/Xerox

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION,
THURSDAY THE 25TH DAY OF JUNE, 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 (625-2015) 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 (626-2015) 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
Common Pleas	A02-B06	A02-B21	\$3248.00	Unemployment
Public Defender	Y92-Y14	Y92-Y11	\$300.00	Other
Human Resources	A20-A01	A20-A08	\$2500.00	Equipment
Commissioners	A04-B13	A04-B18	\$1500.00	Contract Services
Information Technology	A01-J01	A01-J07	\$1000.00	Contract Services
Information Technology	A01-J08	A01-J07	\$1500.00	Contract Services
EMA	B50-B01	B50-B03	\$2000.00	Training
EMA	B50-B02	B50-B03	\$1500.00	Training
EMA	B50-B04	B50-B03	\$908.99	Training
JFS	H00-H34	H00-H30	\$200.00	Travel & Training
OCED	T05-T20	T05-T21	\$9060.00	CHIP Home Funds
OCED	T05-T20	T05-T21	\$590.00	CHIP Home Funds
Sheriff	A06-A06	A06-A04	\$400.00	Equipment
Sheriff	A06-A30	A06-A02	\$9610.64	Salaries
Sheriff	A06-A24	A06-A02	\$585.00	Salaries
Sheriff	A06-A24	A06-A17	\$81.90	OPERS
Sheriff	A06-A24	A06-A18	\$8.48	Medicare

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

Note: Commissioner Abbuhl verified the purpose of the Human Resource transfer and Commissioner Metzger the number of employees involved in the Sheriff's transfer involving retirement payouts.

RESOLUTION (627-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	U40-U10	U40-U11	\$390.00	JFS Security Upgrade
Sheriff	T07-T25	T27-T03	\$2000.00	Supplies
Engineer	K00-K40	K00-K12	\$114242.09	Contract Services

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

RESOLUTION (628-2015) 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.	JFS Mandated Share July 2015	\$7,960.68
Treasurer, Tusc. Co.	JFS Mandated Share July 2015	\$8,964.82

VOTE:

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

RESOLUTION (629-2015) BEFORE/AFTER EXPENDITURE

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

Trackside Overhead Doors (Engineer)	65.00
Owens Implement (Engineer)	122.70
Ohio Valley Hydroseeding (Engineer)	150.00

VOTE:

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

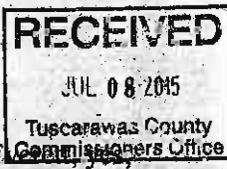
RESOLUTION (630-2015) DOG & KENNEL MONTHLY REPORT-JUNE 2015

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Dog & Kennel report for June 2015.

DOG & KENNEL MONTHLY REPORT

JUNE 2015	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	29
a.) Owner requested pick up:	4
b.) Strays picked up by wardens:	25
c.) Strays brought in by public:	11
Complaints handled:	90
Dogs brought to pound by owners:	23
Total Number Dogs Euthanized:	22
Owner requested euthanasias:	11
Dog Holdovers:	62
Citations Issued:	5
Animal claims:	0
Dogs Sold:	12
Dogs Redeemed:	11
License Sold:	21
License Sold on road by Wardens:	2
License Fees:	\$ 420.00
Pound Fees:	\$ 546.00
Pick up Fees:	\$ 336.00
Euthanasia Fees:	\$ 154.00
Mileage on trucks (1 & 2):	3398
Releases to Rescues:	12

Submitted by Karen Slough - Tuscarawas Co. Dog Warden



VOTE

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

RESOLUTION (631-2015) TREASURER'S INVESTMENT JUNE 2015

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Treasurer's Investment for June 2015:

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259

July 8, 2015

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of June, 2015.

See attached Monthly Portfolio Report for individual purchases, sales/maturities.

End of month interest amount to credit to June, 2015 report is \$634.18.

Monthly Investment Total = \$37,077,778.12

Balance in Checking Acct. - JPMorgan Chase \$17,232,219.41 Huntington \$4,808,993.92
.....

Total cumulative interest through June, 2015 is: \$139,788.76

cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

VOTE:

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

RESOLUTION (632-2015) CONTRACTS –JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve, ratify and enter into the following contracts. These contracts were signed and executed by David Haverfield, Director of Job & Family Services as authorized by Resolution (1172-2014).

**TUSCARAWAS COUNTY JOB & FAMILY SERVICES
CONTRACTS FOR JUNE 2015**

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
Subgrant Agreements				
Contracts for services				
Vendor Agreements				
Action Now, Inc.	Bed Bug Treatment - Monthly services	6/24/2015	until terminated	\$55.00 per service
Foster Agreements				
The Village Network Freddy & Leona Tenorio	Respite Care Services Agreement Foster Care	4/15/2015 6/16/2015	6/30/2016 12/31/2016	\$86.97 per diem \$28 per day
Adoption Agreements				
Northeast Ohio Adoption Services	Adoption Services Agreement - Z.B. & N.S.	6/1/2015	until completed	\$24,481.00
Northeast Ohio Adoption Services	Adoption Services Agreement - F.G.	6/1/2015	until completed	\$19,402.00
Northeast Ohio Adoption Services	Adoption Services Agreement - C.P.	6/24/2015	until completed	\$19,402.00
Transportation				

RECEIVED
JUL 10 2015
Tuscarawas County
Commissioners Office

VOTE:

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

RESOLUTION (633-2014) DECLARE ITEMS OBSOLETE FOR USE –COMMISSIONERS

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).

DISPOSAL OF OBSOLETE ITEMS

DEPARTMENT	Commissioner’s Office
PERSON REQUESTING	Jane E. Clay, Executive Assistant/Park Coordinator
DATE	July 10, 2015

I/we are hereby requesting the Board of Commissioner to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B) the following item(s) which will be disposed of in accordance to ORC:

Quantity	ID #	Description	Reason	Offered Inter-Office	Gov Deals	Proposed Disposal Method
1		Blue Cabinet on rollers	Donated to PD but cannot be used.	yes	no	Recycle/Dipose
1		Wooden Bookcase w/File Drawer	No longer needed	yes	no	Recycle/Dispose

For Commissioner’s Office Use

Date Received: 7/10/15	Date of Action:
Commissioner Abbuhl	<u>Approved</u> /Denied
Commissioner Everett	<u>Approved</u> /Denied
Commissioner Metzger	<u>Approved</u> /Denied

VOTE:

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

Note: Commissioner Abbuhl asked if these items were being sold on Gov-Deals. Jane Clay, Executive Assistant stated the Blue Cabinet is going to be recycled and the Wooden Bookcase is unsafe for use.

RESOLUTION (634-2015) APPROVE LEPC MEMBERS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Tuscarawas County LEPC members as presented by the LEPC for the term beginning August 15, 2015-August 14, 2017.

Tuscarawas County Local Emergency Planning Committee



2295 Reiser Avenue SE, New Philadelphia, OH 44663

Phone: 330-308-6670

Fax: 330-308-6675

July 14, 2015

Tuscarawas County Commissioners
Courthouse Annex
125 East High Avenue
New Philadelphia, OH 44663

Dear Commissioners:

RE: Biannual LEPC Membership

I am enclosing resolution **LEPC1115** which was passed at the July 10th meeting. The LEPC requested the enclosed list of names be submitted for your consideration of placement on the Tuscarawas County Local Emergency Planning Committee.

The applications for appointment are also enclosed. After the applications have been signed and dated, please return them to our office.

Upon receipt of your approval (a copy of the resolution), we will submit the applications to the State Emergency Response Commission (SERC) as required under 3750 ORC.

Thank you for your attention to this request.

TUSCARAWAS COUNTY LEPC

Patty Levengood

Patty Levengood, CEM
Information/Community Coordinator/Vice-Chair

PL/ap

Enclosures

Tuscarawas County Local Emergency Planning Committee



2295 Reiser Avenue SE, New Philadelphia, OH 44663

Phone: 330-308-6670

Fax: 330-308-6675

TUSCARAWAS COUNTY LEPC MEMBERS (August 15, 2015 – August 14, 2017)

<p>Abbuhl, Chris Austin, Janice Baldwin, Gail Baumberger, Ray Brown, Janet Everett, Belle Levengood, Patty Mason, Rick Metzger, Kerry Moore, James Pancher, Myra Petricola, Gary Pretorius, Ann Reichel, Tim Roberts, Michael Saffell, Ron Schell, Les Slator, Barbara Stein, Matthew Sundall, Ron Tritt, Scott Trouts, John Volkert, Russell Walker, Winnie Wenger, Fred Wolfe, Michael</p>	<p>Elected Official – Tuscarawas County Commissioner Industry, and Environmental – Dover Chemical Corporation Emergency Management – Tusc. Co. Homeland Security & EMA Industry – Dover Chemical Corporation Fire – Arrowhead Joint Fire District Elected Official – Tuscarawas County Commissioner Emergency Management – Tusc. Co. Homeland Security & EMA Hospital, and Health – Union Hospital Elected Official – Tuscarawas County Commissioner Industry, Health and Environmental – Dover Chemical Corporation Environmental – Tuscarawas County Health Department Media – WJER Radio Emergency Management – Tusc. Co. Homeland Security & EMA Emergency Management – Stark/Muskingum Lakes Chapter ARC Media – WJER Radio Industry – Allied Machine Transportation – Tennessee Gas Pipeline Kinder Morgan Other – American Red Cross Law – Tuscarawas County Sheriff's Office Industry, Fire, Environ., First Aid, Health & Safety – Allied Machine Other – Governmental Entity – MWCD Industry – Arizona Chemical Fire – Dover Fire Department Community Group – HELPS Foundation Transportation – ODOT Industry, and Health – Dover Chemical Corporation</p>
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VOTE:

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

RESOLUTION (635-2015) AMEND AFFIRMATIVE ACTION PLAN 2015

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

The Tuscarawas County Commissioners are committed to hire qualified applicants and treat employees during their employment without regard to race, religion, color, sex, age, national origin or disability status. In carrying out this responsibility:

1. We will recruit, hire and promote for all job classifications without regard to race, religion, color, sex, age, national origin or disability status except where age or sex is a bona fide occupational qualification and we will recruit, hire and promote disabled veterans and Viet Nam Era veterans for all job classifications who qualify and/or are qualified for said positions.
2. We will base decisions on employment solely upon an individual's qualifications for the position available.
3. We will make promotional decisions based on the individual's qualifications as related to the position for which he or she is being considered.
4. We will insure that all other personnel actions such as compensations and benefits will be administered without regard to race, religion, color, sex, age, national origin or disability status.

The successful achievement of a nondiscriminatory employment program requires a maximum of cooperation between employer and employees. In fulfilling its part in this cooperative effort, employer is obligated to lead the way by establishing and implementing affirmative procedure and practices which will insure our objective, namely, equitable employment opportunity for all.

Now, therefore, be it resolved, to appoint the Human Resource Manager, as Affirmative Action Coordinator.

ROLL CALL: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (636-2015) APPOINT BOARD OF DD MEMBER-L. Patterson

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to appoint Linda Patterson to the Tuscarawas County Board of Developmental Disabilities to fulfill the unexpired term previously held by Tracey Ward. This appointment will begin immediately and will expire December 31, 2016.

ROLL CALL: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

DISCUSSION: Commissioner Abbuhl commented that Linda has a strong passion and desire to serve on the Board of DD. She has background with developmental disabilities and will make a difference in the lives of the individuals they represent. Commissioner Everett commented that she also is an Occupational Consultant for the Ohio Department of Education serving both schools and families and the DD Board and community will be well served by Linda.

RESOLUTION (637-2015) ACCEPT PROPOSAL R.J. BECK (EXIT SWITCHES)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the following proposal for RTE Switches and Labor.



R.J. Beck Protective Systems Inc.

300 Industrial Parkway
P.O. Box 814
Norwalk, OH 44857
Phone: (419) 668-3056 Fax: (419) 663-3655
Email: sales@rjbeck.com

Proposal

Client Information

Tuscarawas County Court House
Elizabeth Stephenson
101 East High Avenue
New Philadelphia, OH 44663

Proposal Number 7209
Date 7/13/2015
Salesperson Steven Beck

Qty	Description			Total
6	RTE Switches	\$250.00	\$0.00	\$1,500.00
8	Access System Service - Labor	\$85.00	\$0.00	\$680.00

Sub Total	\$2,180.00
Labor	\$0.00
Sales Tax	\$0.00
Total This Proposal	\$2,180.00

TERMS: Purchase order; balance due upon completion.

I hope we may be of service to you. Please contact me at (419) 668-3056 if you have any questions. If you approve of the work quoted, please sign below and return a copy to us.

Sincerely,

Robert J. Beck
President

bob@rjbeck.com

DUNS # 029356110 Federal ID# 34-1374581 HubZone # 18481 SBA ID# P0391218
State of Ohio Contract ID # 800140-9 State of Ohio Vendor ID # 602718 EDGE-12674

I authorize the above work to be done as quoted and authorize payment to R.J. Beck Protective Systems Inc.


Signed _____ Date 7/16/15

Chris Abbuhl
Please print name here


Please sign name here

July 16, 2015
Date Approved

VOTE:

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

Note: The switches are end of life and need replaced so the system works properly and the entry/exit doors lock.

**RESOLUTION (638-2015) ACCEPT BID-ELEVATOR MODERNIZATION
(Haugh Construction, Inc. dba Benchmark Construction)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the bid as recommended by Bruce A. Widder, Architect, from "Haugh Construction, Inc. dba Benchmark Construction" for the Courthouse elevator modernization.



407 4th Street NW Suite B New Philadelphia, Ohio 44663
Phone 330-339-4054 Fax 330-339-4219 e-mail: bruce@bawidderarch.com

July 9, 2015

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, Ohio 44663

RE: Bids
Tuscarawas County Courthouse
Elevator Modernizations
125 East High Avenue
New Philadelphia, Ohio 44663

Commissioners:

After receiving/reviewing and consulting with the apparent low bidders of the above referenced project, it is my recommendation that we accept the quote of \$213,374.00 submitted by "Haugh Construction, Inc. dba Benchmark Construction." Architect's estimate was \$240,000.00.

Also, I would recommend that we have a meeting to discuss scheduling with contractors before signing a formal contract.

Respectfully submitted,

Bruce A. Widder, AIA

VOTE:

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

**RESOLUTION (639-2015) AMEND - EQUAL EMPLOYMENT OPPORTUNITY NOTICE
AND POLICY (change contact to HR Manager)**

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

I. SCOPE

This policy applies to all employees under the appointing authority of the Board of Tuscarawas County Commissioners, as well as applicants for employment in positions to be filled under the appointing authority of the Board of Tuscarawas County Commissioners.

II. PURPOSE

This Equal Employment Opportunity Policy communicates the commitment of the Board of Tuscarawas County Commissioners to be an Equal Opportunity Employer and to comply with all federal and state equal employment laws and requirements, as well as to take the measures necessary to attract and retain a workforce as diverse as the population we serve.

III. POLICY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions regarding selection/hiring, promotion, job assignment, rate of compensation, layoff, transfer, discipline, demotion, termination, access to benefits (subject to the "Tuscarawas County Employee Health Benefit Plan" plan document and eligibility rules, as amended from time to time) and participation in training will be based upon merit, qualifications and abilities, and will not be influenced by or affected by an employee's or applicant's race, color, religion, sex or gender identity, national origin, age, marital status, disability, pregnancy, military/veteran status, or sexual orientation. Any discrimination which violates federal or state law, or this policy, is strictly prohibited and employees who engage in such discrimination will be subject to disciplinary action up to and including removal.

The affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) prohibits job discrimination and requires federal contractors and subcontractors to take affirmative action to employ and advance in employment qualified Vietnam era veterans, special disabled veterans, recently separated veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. This law is enforced by the Veterans' Employment and Training Service (VETS).

Military reservists and National Guard members called to active duty have rights and responsibilities under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

IV. PROCEDURE

A. Covered employees or applicants are encouraged to immediately document their complaints of employment discrimination to the Board of Tuscarawas County Commissioners.

B. The complainant will give permission to the Board of Tuscarawas County Commissioners to share the complainant's name and the details of the complaint and alleged discrimination with others as necessary to investigate the complaint.

C. The Board of Tuscarawas County Commissioners will conduct a thorough investigation of the complaint and provide a written report of the findings and any recommendations to both the complainant and the Board of Tuscarawas County Commissioners within a reasonable period of time given the particulars of each complaint.

D. Employees or applicants who believe that they are victims of illegal employment discrimination may also file a charge directly with either the Ohio Civil Rights Commission (OCRC) and/or the federal Equal Employment Opportunity Commission (EEOC).

E. Retaliatory action of any kind taken by an employee of the Board of Tuscarawas County Commissioners against any other employee as a result of that person's filing of a charge or complaint, cooperating in an investigation or otherwise participating in any protected activity under this policy or federal or state law is expressly prohibited. Retaliatory acts are subject to a separate investigation and may result in disciplinary action, up to and including removal.

F. Falsification of testimony and/or evidence submitted in connection with the filing or a charge or complaint and/or investigation of a charge or complaint is expressly prohibited and may result in disciplinary action, up to and including removal.

If a program applicant, participant, or employee feels he or she has been discriminated against in employment, seeking employment, or training, he or she should immediately contact Human Resource Manager at (330) 365-3204 to pursue the proper discrimination complaint procedure.

ROLL CALL: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (640-2015) APPROVE CONTRACT-PROJECT #3-2015 REPROFILING/RESURFACING (Wolfes Crossing-Tuscarawas Rd.-Hooker Dr.)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Contract with Shelly & Sands #3-2015 Profiling/Resurfacing Wolfes Crossing, Tuscarawas Rd. and Hooker Dr., as previously awarded and to appoint Chris Arthurs as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Joe Bachman, County Engineer.

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

RESOLUTION (641-2015) APPROVE CONTRACT-PROJECT #3-2015 REPROFILING/RESURFACING (CR.82 Dover-Zoar Rd.-Village of Midvale-Village of Sugarcreek)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Contract with Superior Paving & Materials, Inc. #3-2015 Profiling/Resurfacing CR.82 Dover-Zoar Rd., Village of Dennison, Village of Roswell and Village of Tuscarawas as previously awarded and to appoint Chris Arthurs as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Joe Bachman, County Engineer.

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

RESOLUTION (642-2015) APPROVE CONTRACT-PROJECT #3-2015 REPROFILING/RESURFACING (Lawrence Twp.-Village of Dennison-Village of Roswell-Village of Tuscarawas)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the Contract with Newton Asphalt Paving, Inc. #3-2015 Profiling/Resurfacing Lawrence Township, Village of Dennison & Village of Tuscarawas, as previously awarded and to appoint Chris Arthurs as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Joe Bachman, County Engineer.

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

RESOLUTION (643-2015) APPROVE LEASE AGREEMENT-EMA XEROX

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl to approve the lease agreement with Xerox as requested by Patty Levengood, Director Tuscarawas County EMA.

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

Note: Commissioner Everett commended Patty Levengood for securing a reduction in the cost of the lease agreement.

Lease Agreement



Customer: TUSCARAWAS, COUNTY OF

Bill To: TSC CTY HOMELAND SEC
EMERG MGMT AGENCY
2295 REISER AVE SE
NEW PHILADELPHIA, OH 44663-3333

Install: TSC CTY HOMELAND SEC
EMERG MGMT AGENCY
2295 REISER AVE SE
NEW PHILADELPHIA, OH 44663-3333

Solution			
Item	Product Description	Agreement Information	Trade Information
1. W7225PT (W7225PT 4TRAY)	<ul style="list-style-type: none"> - Integrated Ofc Fin - 1 Line Fax - Wireless Print Kit - Postscript Kit - Customer Ed - Analyst Services <p>Bonus Item - 3325/DNI</p>	<p>Lease Term: 60 months</p> <p>Purchase Option: FMV</p>	<p>- Xerox W7120P S/N XDC339521</p> <p>Trade-In as of Payment 56</p>
			Requested Install Date: 8/3/2015

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7225PT	\$206.05	1: BLACK 2: COLOR	All Prints All Prints	\$0.0129 \$0.0890	- Consumable Supplies Included for all prints
Total	\$206.05	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p> <p>Signer: _____ Phone: (330)308-6670</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Ray Salimbene (419)974-1002</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

WS W63892 07/14/2015 10:24:54

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Lease Agreement



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In

Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

6. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear, silver, gold), and specialty dry ink developers. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

Lease Agreement



Terms and Conditions

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

13. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and

conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. OTHER CHARGES. You will pay a one-time documentation fee of \$100 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

22. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

23. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER

Lease Agreement



Terms and Conditions

AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

24. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

25. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

26. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

27. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

28. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

29. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

30. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

31. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss or damage to Products passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

32. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e)

you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

33. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

34. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

RESOLUTION (644-2015) 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 Service	600.00
American Electric Power	Tower Electric	480.14
Staples	Supplies	243.69

Auditor

Treasurer Tusc Co	Fuel	60.43
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Child Support

Clear Communications	Interpreter	45.00
City of NP	Water/Sewer/Trash	85.62
Blasenbauer Plumbing	Heating & Cooling Service	380.00
Graphic Enterprises	Konica Minolta	5,995.00
Graphic Enterprises	Relocate Toshiba Copier	100.00
Office Max	Supplies	481.91

Clerk of Courts

Comdoc	Lease	226.72
AT & T	Service	58.32
Comdoc	Service	306.85
Clerk of Courts	Fees	71.88

Commissioners

Rose Products	Supplies	355.79
Craftmaster Hardware	Locks/Parts-Locking System Upgrade-Jail	222.00
Blasenbauer Plumbing	Repairs	204.00
Tusc Co General Health District	TB Testing	78.00
Kent State Tusc	EODA Registration/Everett & Abbuhl	50.00
Liberty Distributors	Supplies	586.64
Tuscora Electric	Supplies	243.34
Lowe's Business Account	Supplies	359.58
Archer Corp	50% Down/Electric Sign for Fairgrounds	13,143.00
Frontier	Service/216.014.8124.092198.5	598.00
First Communications	Long Distance/Veterans	43.29
First Communications	Long Distance/Switchboard	103.76
Comdoc	Copier Charges	29.09
Graphic Enterprises	Freight & Shipping Charges	13.68
Accurate Auto	Emergency Repair	429.87
Morrow Control	Supplies	67.96
Miceli Glass	Repairs	275.00
Agland Coop	Fuel	34.00

Common Pleas

Matthew Bender & Co	Legal Publications	840.46
Union Hospital	Work Wellness Program	164.85
Comdoc	Service Contract	29.70
Comdoc	Contract Overage Charge	774.77
Quickprint Center	Letterhead	295.00
Quickprint Center	Letterhead/Envelopes	764.00

Community & Economic Development

Frontier Communications	Service	50.25
Tusc Co IT Dept	Supplies	242.61
Tusc Co IT Dept	Supplies	506.13

Dog Pound

Tusc Co Sheriff's Office	Fuel	667.13
Parkway Auto Group	Oil Change	40.51
First Communications	Long Distance	8.40
Kimble	Service	104.30
Bliss Veterinary Services	Medical Care	216.00
Union Hospital	Services	70.50

Emergency Management

Patty Levengood	Cell Phone Reimb	35.16
Tusc Co Sheriff's Office	Fuel	126.15
OH Emergency Management Assoc	Registration	30.00

Engineer

American Electric Power	Electric	2,317.82
Kuester Implement	Repairs/Parts	178.42
Clum Tire	Repairs/Parts	113.00
Holmes Wayne Electric Coop	Electric-Dundee	25.49
NP Water Dept	Water & Sewer/NP	195.39
Gog Construction	8-2014 CR 62 Bridge	7,869.85
Davis Radiator	Repairs/Parts	450.00
Stocker Concrete	Concrete per bid	2,061.50
Ohio Machinery	Repairs/Parts	1,485.94
Ohio Machinery	Repairs/Parts	102.76
Newton Asphalt Paving	Rehab/WP/Pave-UHR Eastport 517	38,406.25
House of Security	Padlocks	1,011.16
Galicks	Bridge & Culvert Supplies	246.40
Oster Sand & Gravel	Mat'l per bid	10,708.29
Terminal Supply	Repairs/Parts	107.30
Martin Quarry	Mat'l per bid	3,215.57
Asphalt Materials	HFRS2 per bid	130,634.66
The McLean Co	Repairs/Parts	1,067.56
Helblings Supply	Supplies	38.38
Soehnlén Sand & Gravel	Mat'l per bid	26,733.60
Kimble Clay & Limestone	Mat'l per bid	768.27
Martin Quarry	Mat'l per bid	11,208.52

Human Resources

Tuscora Chapter of SHRM	Annual Chapter Dues	50.00
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Information Technology

MANCAN	Computer Tech Services	524.88
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Job & Family Services

Kimble Recycling & Disposal	Prevention Fund/Tenant/Dumpster	298.00
All About Children	Prevention Fund/Daycare	725.00
Bridgeway Group Home	FC Clothing Reimb	454.93
Dennis & Jeanne Hostetler	FC Clothing Reimb	102.45
Building Blocks Childcare Center	FACES/Daycare	288.00
Constance Welsh	Adoption Incentive FY 14	975.00
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expense	1,127.00
Forensic Fluids Labs	Drug Screens	2,300.00
Stephanie Allan	KPIP	600.00
Sandra Mann	KPIP	825.00
Buckeye Career Center	Kinship Grant/Schooling	390.00
Dennis & Jeanne Hostetler	Transportation	47.38
Simon & Katie Yoder	Transportation	43.24
Reuben & Amber Miller	Transportation	96.60
Mark & Stephanie Haney	Transportation	10.12
Andrew & Kelli Miller	Transportation	262.20
Treasurer State of OH	Fingerprints	398.00
Lowe's Business Account	Supplies	126.10
Tuscora Electric	Ballasts	155.36
Quality Sew & Vac	Sweeper Bags	103.96
Family & Children First Council	Financial Contribution FY 2016	2,500.00
Green Acres Lawn & Landscape	Mow & Trim	132.00
Shred It	Shredding Services	163.08
Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Language Line Services	Interpreter	79.00
Ziegler Tire	Car Maintenance	57.14
Graphic Enterprises	Copier Contract Services	40.84
Verizon Wireless	Cell Phone Service	704.40
First Communications	Long Distance	299.22
Tusc Co Commissioners	Rent & Utilities	5,114.13
Karen Quinlan	Travel	145.81
Cynthia McGuire	Travel	107.36

Shannon Weekley	Travel	38.82
Dennis & Jeanne Hostetler	Transportation	19.78
Simon & Katie Yoder	Transportation	31.28
Andrew & Kelli Miller	Transportation	64.40
Aaron & Chevelle Barger	Transportation	11.04
Treasurer State of OH	Fingerprints	790.00
Natalie Carr	Travel	27.34
Business Card	Web Hosting Fee	49.00
Business Card	Lodging	190.08
Amanda Douglas et al	NET Mileage Reimb	7,901.42
Social Security Administration	SSI Benefits for FC Overpayment	733.00
Aaron & Chevelle Barger et al	Own Home Board	26,096.00
Adriel School et al	Purchased Care Roster	211,914.63
Thomas Campbell	Graduation Incentive	1,000.00
Isaiah Jeffery	Graduation Incentive	1,000.00
Business Card	Adoption Incentive FY 14	3,246.04
Russell Sands	KPIP	525.00
Akron Area YMCA	Kinship Grant/Summer Camp	475.00
Juvenile/Probate		
Ohio Judicial Conference	Registration	350.00
Judicial College	Registration	50.00
Tusc Co IT Dept	Supplies	310.32
Summit County Probate Court	Hearing	197.00
Atty Michael Cochran	Atty Fees	300.00
Times Reporter	Legal Ad	170.50
Tusc Co IT Dept	Supplies	1,048.83
Tusc Co IT Dept	Supplies	116.76
Times Reporter	Legal Ad	159.65
Xerox	Leased Copier	269.60
Xerox	Leased Copier	323.97
Xerox	Leased Copier	126.26
Jane Gingrich	Court Investigator Fee	125.00
Law Library		
Integrity Computer Center	Service Call	20.00
Integrity Computer Center	Service Call	200.00
Independence Business Supply	Supplies	19.03
Thomson Reuters West	Patron Access Plan	8,520.50
Matthew Bender Lexis Nexis	Books on Subscription	276.43
Prosecutor		
Tusc Co IT Dept	Supplies	117.89
Public Defender		
Frank Bair	Rent	915.00
Copeco	Supplies	119.67
Treasurer Tusc Co	Cost Allocation	1,408.59
Recorder		
Xerox	Base/Copy Charges	93.76
Sheriff		
Avalon	Food	7,627.55
Terminix	Insect Treatment	118.00
Cardiovascular Consultants	Inmate Medical Treatment	8.90
East Ohio Orthopaedics	Inmate Medical Treatment	21.35
Union Hospital	Inmate Medical Treatment	738.63
NP Water Dept	Water	2,308.56
Lowe's	Supplies	482.49
Fenton Brothers	Supplies	377.70
Pied Piper Muffler	Cruiser Repairs	790.00
MNJ Technologies	Supplies	9.50
RJ Wright & Sons	Gasoline	5,929.75
RJ Wright & Sons	Gasoline	2,685.24
Ed Luthy	Toll Reimb/Transporting Prisoners	10.00
Ohio BCI & I	CCW Background Checks	3,420.00
Seana Fortune	Travel	40.48

First National Bank of Dennison	Travel & Training	169.81
First National Bank of Dennison	Transportation of Prisoners	402.72
Helblings	Supplies/IWP	32.10
Miller & Co	Disposal Waste Services	64.00
Staley Technologies	Repairs	72.50
Southern Court		
AT & T	Service	186.36
Dominion East Ohio Gas	Service	87.00
Atty JJ Ong	Acting Judges Fees	160.00
Water & Sewer		
Kimble Disposal & Recycling	Rental & Pick Up	40.00
American Electric Power	Electric	24.22
MNJ Technologies	External Hard Drive	96.00
Downtown Ford	Service Trucks	43.09
Downtown Ford	Vehicle Repair	99.39
Rural King	Materials	50.74
Advanced Auto Glass	Windshield Replacement	144.07
Kimble Recycling	Hopper Rental & Screening	270.82
Kimble	Sludge Disposal	800.50
American Electric Power	Electric	2,851.58
Agera Energy	Utility	18.49
American Electric Power	Electric	1,324.68
USA Bluebook	Supplies	1,116.10
Rex Pipe	Materials	48.00
American Electric Power	Electric	7,550.21
Frontier	Service	335.37
Frontier	Service	39.44
Verizon Wireless	Modem Service	15.06
Staples	Supplies	171.93
HD Supply	Materials	714.72
Osters	Gravel/Fill	152.02
USA Bluebook	Materials	288.10
Cintas	Uniform Rental	327.18
American Electric Power	Electric	2,524.13
Frontier	Service	38.43
Frontier	Service	39.51
Frontier	Service	69.70
Frontier	Service	69.70
Village of Tuscarawas	Wainwright Payment	1,936.83
USA Bluebook	Tools	705.47

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

RESOLUTION (645-2015) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl to recess at 9:23 a.m., for the next scheduled appointment.

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

Commissioner Everett called the meeting out of recess and back into Regular Session at 9:31 a.m.

Commissioner Everett introduced Candice Siham Yandam, a student at the Universite Pantheon Sorbonne. Candice is from Paris, France and is participating in an internship with the Coshocton County Port Authority. She was observing different daily functions at the Tuscarawas County Courthouse. She spoke of her future plans and thanked everyone for having her.

DISCUSSION: David Haverfield, Director Job & Family Services was present to request a new hire of a vacancy. He recommended the hiring of Heather Miller. He feels she will do a good job and is well qualified. They have modified the job duties to include Adult Protective Services Worker as needed.

RESOLUTION (646-2015) PERSONNEL ACTION- JFS HIRE REPLACEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the replacement hiring of:

Heather Miller

Social Service Worker 3

Heather would replace Maggie Rentsch in the Protective Unit. Maggie resigned from this position on March 24, 2015. David Haverfield conducted an independent assessment to determine that this applicant meets the minimum qualifications for the position.

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

DISCUSSION: David Haverfield, Director Job & Family Services, was present to request a modification to the original Prevention, Retention, and Contingency (PRC) Plan. The changes will liquidate the funding surplus. David along with the Planning Committee would like to see this money spent locally instead of being sent back. Commissioner Metzger asked if this was money from the Coshocton County funds exchange and David explained these funds were not they were TANF funds (Temporary Assistance of Needy Families) of approximately \$400,000.00

RESOLUTION (647-2015) AMEND PRC PLAN-JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to amend the PRC Plan as follows:



389 16th Street SW
New Philadelphia, Ohio 44669
Phone: 330-339-7791 or 800-431-2347
Fax: 330-339-6988 TTY/TTD: 1-800-750-0750
www.tcjfs.org

The Planning Committee was notified via e-mail of these requested program changes. The majority responded with approval of the amendment.

Thank you for your consideration of approval.

David W. Haverfield
David W. Haverfield, Director

Approved by Resolution:

Belle Everett
Belle Everett
Kerry Metzger
Kerry Metzger
Chris Abbuhl
Chris Abbuhl

7-18-15
Date
7/16/15
Date
7/16/15
Date

July 8, 2015

MEMORANDUM

DATE: July 8, 2015
TO: Tuscarawas County Commissioners
FROM: David W. Haverfield
SUBJECT: Prevention, Retention and Contingency (PRC) Plan

The PRC Plan is being amended to provide school clothing and supplies to children whose family is at or below 200% of the Federal Poverty Guidelines.

The proposed PRC Plan Amendment is as follows:

Back to School Program

Based on available funding, assistance may be available to TANF eligible households to assist with back to school expenses for any eligible child entering grades K-12. Services are available to families at or below 200% of the federal poverty guidelines.

The simplified TANF/PRC Back to School Program application will be completed for each household. Verification of other program eligibility or at least thirty days of income verification will be required to establish gross monthly income. Thirty days of income will be the thirty days immediately prior to the application date.

Eligible purchases under the Back to School Program will include: clothing, shoes, backpacks, and school supplies. Clothing will include: socks, underwear, gloves, hats, coats. The amount of each purchase will be based on the grade in which the eligible child will be entering in the upcoming school year. See the table below:

Entering Grade	Maximum Amount, per Eligible Child
7-8	\$ 250

Available funding for this assistance will be reviewed annually.

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

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (648-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:40 a.m. to meet in Regular Session, Monday, the 20th day of July, 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 A. Lautenschlager
Clerk of the Board