

August 29, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Lee Finley, Flood Plain Coordinator – Dominion Energy – Yoder Road Improvement Project

Approve Minutes – August 24, 2022

Approve Before/After Expenditures

Approve Transfer of Funds (1)

Rescind Inter-Fund Transfer/Advance – Resolution (702-2022)

Approve Inter-Fund Transfer/Advance

Authorize Final Satisfaction & Release of Mortgage – Bleininger

Approve Local Emergency Planning Committee (LEPC) Nominees

Approve Software License Agreement – EQUIVANT – Courtview
Approve Professional Services Agreement – EQUIVANT – Courtview
Approve Hosting Services Agreement – EQUIVANT - Courtview

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 29th DAY OF AUGUST, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (711-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the August 24, 2022 meeting as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (712-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Oak Shadows Kennel Plus	Sheriff's Office	\$399.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (713-2022) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Motor Vehicle	E-1200-K000-K38	E-1190-K000-K14	\$100,000.00	Repairs/parts

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (714-2022) RESCIND INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to rescind RESOLUTION (702-2022) as the amount needs to be corrected.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (715-2022) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

From: Children Services To: Public Assistance \$50,000.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (716-2022) AUTHORIZE FINAL SATISFACTION & RELEASE MORTGAGE - ERIC J. BLEININGER

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to authorize a member of the board of Tuscarawas County Commissioners to sign the Final Satisfaction and Release of Mortgage for the Eric J. Bleininger Property in relation to the FY2014 CHIP Program. The current remaining Mortgage in the amount of **15% balance (\$3,466.50)** is to be released. This motion was based upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

SATISFACTION AND RELEASE OF MORTGAGE

FOR One Dollar (\$1.00) and other valuable consideration, The Tuscarawas County Board of Commissioners hereby releases a certain Mortgage, executed by **Eric J. Bleininger**, single, the Mortgagor(s), in favor of the Tuscarawas County Commissioners, and recorded in **Volume 1498, Page(s) 1614 - 1618**, of the Tuscarawas County Mortgage/Official Records, being the **Final Direct Loan portion** of the Mortgage loan obligation as to the following real property:

(126 E. 11th Street, Dover, OH 44622)

Situated in the City of Dover, County of Tuscarawas and State of Ohio;

Known as and being one hundred and five (105) feet off the front end of Lot Number Twenty (20) in Renkart's First Addition to the Town (now City) of Dover, in said County & State, as designated on a plat of said Addition on record in the Recorder's Office of said County, in Vol 3, at Page 40, of the Plat records. Said Lot No. 20 now known as Lot No. 1192 in said City as renumbered.

Subject to the following:

All matters as set forth on Plat of Renkart's First Addition as recorded in Plat Book 3, Page 40 of the Tuscarawas County Plat Records. The real property described herein, is conveyed subject to any items listed above which are exempted from the general warranty covenant, along with the following items: all reservations, easements, leases, covenants, conditions, restrictions and out conveyances, of record; all legal highways; zoning, building and other laws, ordinance & regulations; real estate taxes & assessments not yet due & payable; and discrepancies, conflicts in boundary lines, shortage in are, encroachments or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

Pursuant to the terms of the FY 2014 CHIP Mortgage and Promissory Note signed by the Mortgagor(s), the *Direct Loan Obligation* of **\$3,466.50** (\$23,100.00 minus deferred portion of \$19,643.50) is hereby released. The deferred portion of the mortgage was previously released and recorded in Volume 1618, Page 3362 - 3362.

Signed this 29 day of August, 2022.

IN PRESENCE OF:

ON BEHALF OF THE
TUSCARAWAS COUNTY COMMISSIONERS

BY: *Chris Abbuhl*
Chris Abbuhl, President of the Board
Tuscarawas County Commissioners

STATE OF OHIO

:
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COUNTY OF TUSCARAWAS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named members of the Board of Tuscarawas County Commissioners who acknowledge of said board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New Philadelphia, Ohio this 29 day of August, 2022.

SEAL



Rhonda Jordan
Notary Public Signature
5/15/2027
My Commission Expires

This instrument was prepared by: Brooke A. Yates, Administrative Coordinator, Tuscarawas County Office of Community & Economic Development and approved by the County Prosecutor's Office - / /2022

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (717-2022) APPROVE LEPC MEMBERSHIP NOMINEES

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to approve the following individuals to the Tuscarawas County Local Emergency Planning Committee (LEPC) as submitted by the LEPC for the term beginning on August 11, 2021 to August 9, 2023.

LEPC Names for Appointment

Name	Title	Employed at
Jennifer James	Planner	Tuscarawas County HS&EMA
Vickie Ionno	Health Commissioner	New Philadelphia Health Department
Zachary Phillips	Director of Environmental Health	New Philadelphia Health Department
Luke Hall	EM Program Manager	Cleveland Clinic
Chris Edwards	HSE Manager	Cooper Standard
Natasha Yonley	Director of Prevention	Tuscarawas County Health Department
Abigale Raber	Public Health Educator	Tuscarawas County Health Department
Dylan Becker	Branch Manager	Hawkins, Inc.

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

RESOLUTION (718-2022) SOFTWARE LICENSE AGREEMENT – EQUIVANT – CourtView

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following software license agreement with CourtView Justice Solutions Inc. dba Equivant as recommended by Common Pleas Court Judges and approved as to form by Bob Stephenson II, Assistant Prosecuting Attorney:



SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of the 1st day of August 2022 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivant, a Delaware corporation, with offices at 4825 Higbee Ave NW, Suite 101, Canton, OH 44718 ("equivant"), and the Tuscarawas County Clerk of Courts and Common Pleas, Juvenile, and Probate Courts with offices at 101 East High Avenue, New Philadelphia OH 44663-2636 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivant shall license to CUSTOMER certain equivant Software (as defined below).

1. DEFINITIONS

- a. "Confidential Information" means this Agreement and all its exhibits, any amendment hereto signed by both parties, all software listings, Documentation, as defined herein below, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the equivant Software, source code relating to the equivant Software, and any other proprietary information supplied to CUSTOMER by equivant, including all items defined as "confidential information" in any other agreement between CUSTOMER and equivant whether executed prior to or after the date of this Agreement.
- b. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the Use of the equivant Software that is provided by equivant.
- c. "equivant Software" means the computer software programs specified in Exhibit A and licensed by equivant hereunder.
- d. "Site" means the physical location of one or more CPUs at which CUSTOMER is entitled to Use the equivant Software.
- e. "Software" means equivant Software and Third Party Software provided by equivant.
- f. "Software Maintenance", if purchased by CUSTOMER, means the services described in the separate Maintenance Agreement.
- g. "Third Party Software" means software licensed by a third party, other than equivant, and is provided by equivant subject to such third party license of such third party.
- h. "Update" means error corrections or fixes to the version of the equivant Software specified in Exhibit A.
- i. "Use" means utilization of the Software by CUSTOMER for its own internal information processing services and computing needs.

2. GRANT OF LICENSE

- a. Upon receipt by equivant of the License Fee agreed to by the parties and subject to the terms and conditions of this Agreement, equivant hereby grants to CUSTOMER a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Exhibit A ("Users") to: (1) Use the equivant Software in the CUSTOMER's database servers



and application servers designated in Article XI (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the equivalent Software. The CUSTOMER may copy, in whole or in part, any printed material relative to the equivalent Software that may be provided by equivalent under this Agreement solely for its internal purposes in connection with its use of the equivalent Software. Additional copies provided by equivalent will be billed to CUSTOMER at equivalent's standard rates. CUSTOMER may replace any component of the Enterprise by giving equivalent prior written notice of the new servers. Additional fees will be assessed if the use of equivalent Software is in excess of limits defined in Exhibit A. CUSTOMER's license is to use the equivalent Software in its own business. CUSTOMER has no right to use the equivalent Software in processing work for third parties.

- b. The CUSTOMER agrees to keep the original and any copies of that equivalent Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the equivalent Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all equivalent Software will be deleted from the backup servers and returned to the Enterprise.
- c. equivalent shall issue to CUSTOMER, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the equivalent Software set forth in Exhibit A for Use at the Sites only, along with the accompanying Documentation.
- d. CUSTOMER shall have the right to use only one copy or image of the equivalent Software for production purposes to manage up to the number of Users identified in the Product Schedule (Exhibit A) and shall not copy or use the equivalent Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the equivalent Software and/or training on the equivalent Software, provided such copies shall not be used in a live production environment. CUSTOMER may not otherwise copy the equivalent Software, except as permitted by this Agreement. All copies of the equivalent Software will be subject to all terms and conditions of this Agreement. Whenever CUSTOMER is permitted to copy or reproduce all or any part of the equivalent Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- e. CUSTOMER may increase the number of authorized Users by modification of this Agreement and paying in full the applicable fees. Upon signing the modification and paying in full the applicable fees, equivalent shall have the right to monitor the revised number of Users as set forth in that modification.
- f. All of CUSTOMER's records with regard to the Software Use shall be made available to equivalent at all reasonable times at equivalent's request, and CUSTOMER shall certify to the truth and accuracy thereof.
- g. If any Third Party Software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms of that Third Party Software license, or such additional terms as set forth in Exhibit A.

3. ADDITIONAL SOFTWARE

In the event the CUSTOMER decides to acquire equivalent Software in addition to that indicated in Exhibit A of this Agreement as of the Effective Date (the "Additional Software"), the parties shall modify this Agreement to include the Additional Software on Exhibit A and

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associated license fee(s) and make any other changes necessary for coverage of the Additional Software hereunder. The terms and conditions of this Software License Agreement shall apply to the Additional Software upon execution of such modification.

4. LICENSE RESTRICTIONS

CUSTOMER agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- a) Sell, lease, license or sublicense the equivalent Software or the Documentation, except as authorized by equivalent;
- b) Decompile, disassemble, or reverse engineer the equivalent Software, in whole or in part;
- c) Allow access to the equivalent Software by any User other than CUSTOMER's employees for CUSTOMER's internal purposes, except as authorized by equivalent;
- d) Write or develop any derivative software of any other software program based upon the equivalent Software or any Confidential Information;
- e) Use the equivalent Software to provide processing services to third parties, or otherwise use the equivalent Software on a 'service bureau' basis;
- f) Provide, disclose, divulge or make available to, or permit use of the equivalent Software by any third party without equivalent's prior written consent; or
- g) Modify the equivalent Software.

5. FEES AND PAYMENTS

- a. In consideration of the license granted pursuant to Article II, CUSTOMER agrees to pay equivalent the fees specified in Exhibit A. All license fees are due and payable in full upon the Effective Date.
- b. CUSTOMER shall reimburse equivalent for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, VAT, GST, use or excise taxes paid or payable by equivalent, exclusive, however, of taxes imposed on equivalent's net income by the United States or any political subdivision thereof.
- c. equivalent reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the due date of the invoice.

6. NON-DISCLOSURE

- a. CUSTOMER acknowledges that the Confidential Information constitutes valuable trade secrets and CUSTOMER agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without equivalent's prior written consent. CUSTOMER agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, CUSTOMER bears no responsibility for safeguarding information that is publicly available, already in

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CUSTOMER's possession and not subject to a confidentiality obligation, obtained by CUSTOMER from third parties without restrictions on disclosure, independently developed by CUSTOMER without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity.

- b. equivant acknowledges that, in the course of its performance of the Agreement, it may become privy to certain information that CUSTOMER deems proprietary and confidential. equivant agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without CUSTOMER's prior written consent. However, equivant bears no responsibility for safeguarding information that is publicly available, already in equivant's possession and not subject to a confidentiality obligation, obtained by equivant from third parties without restrictions on disclosure, independently developed by equivant without reference to such information, or required to be disclosed by order of a court or other governmental entity.
- c. In the event of actual or threatened breach of provisions of A and B above, the parties acknowledge that the non-breaching party may have no adequate remedy at law and will be entitled to seek immediate injunctive and other equitable relief.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- a. **Limited Warranty.** equivant warrants for a period of ninety (90) days following the date of delivery of the equivant Software to CUSTOMER that the equivant Software will substantially operate according to the specifications set forth in the Documentation. If it is determined by CUSTOMER that the equivant Software does not substantially operate according to such specifications, equivant may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Licensee shall report all errors or other defects in the equivant Software to equivant immediately upon their discovery. It is acknowledged that the equivant Software is inherently complex and may contain errors and equivant cannot and does not guarantee to correct all such errors. The remedies set forth in this Article VII, paragraph A constitutes CUSTOMER's sole and exclusive remedy for breach of this Warranty. equivant does not warrant Third Party Software. equivant will transfer any warranty provided by the licensor of the Third Party Software to CUSTOMER.
- b. **NO OTHER WARRANTIES.** EQUIVANT MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. EQUIVANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.
- c. **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL EQUIVANT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

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PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIVANT SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF EQUIVANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EQUIVANT WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. EQUIVANT'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY CUSTOMER TO EQUIVANT UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS ARTICLE VII ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND EQUIVANT. EQUIVANT'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF equivant HAS AUTHORITY TO BIND EQUIVANT TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE equivant SOFTWARE. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

8. INDEMNIFICATION FOR INFRINGEMENT

- a. equivant, at its own expense, shall defend or settle any claim, action or allegation brought against CUSTOMER that the equivant Software infringes any copyright, trade secret or other similar proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that CUSTOMER gives prompt written notice to equivant of any such claim, action or allegation of infringement and gives equivant the authority to proceed as contemplated herein. equivant will have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion, and CUSTOMER may not settle or compromise such claim, action or allegation, except with prior written consent of equivant. CUSTOMER shall give such assistance and information as equivant may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action, or allegation is brought or threatened, equivant may, at its sole option and expense:
 1. Procure for CUSTOMER the right to continue Use of the equivant Software or infringing part thereof, or
 2. Modify or amend the equivant Software or infringing part thereof or replace the equivant Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,

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- 3. Terminate this Agreement and repay to CUSTOMER the License Fee. equivant and CUSTOMER will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.
 - b. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the equivant Software made by any party other than equivant or equivant's authorized representative or CUSTOMER's unauthorized use or combination of the equivant Software with software or data not supplied by equivant as part of the equivant Software.
 - c. The foregoing states the entire liability of equivant with respect to infringement of any copyright, trade secret or other proprietary right.
9. **TERMINATION**
- a. This Agreement may be terminated by CUSTOMER upon thirty (30) days' prior written notice to equivant, with or without cause, provided that no such termination will entitle CUSTOMER to a refund of any portion of the License Fee.
 - b. equivant may, by written notice to CUSTOMER, terminate this Agreement and the License granted, under Section 2 of the Agreement, if any of the following events ("Termination Events") occur:
 - 1. CUSTOMER fails to pay any amount due equivant within thirty (30) days after equivant gives CUSTOMER written notice of such nonpayment, or
 - 2. CUSTOMER is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after equivant gives CUSTOMER written notice of such breach, or
 - 3. CUSTOMER (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
 - 4. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding CUSTOMER's or equivant's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming equivant's liability, which provisions will survive termination of this Agreement.
 - c. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, CUSTOMER shall return the equivant Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form. CUSTOMER shall furnish equivant with a certificate signed by an executive officer of CUSTOMER verifying that the same has been done.
10. **ASSIGNMENT**

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Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of the other party, such consent will not be unreasonably withheld, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the non-assigning party and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

11. **CUSTOMER'S ENTERPRISE**

CUSTOMER's application server(s) and database server(s) are as follows:

<u>Server(s)</u>	<u>Location(s)</u>
Application Server(s): Up to two Environments	Customer Premise
Database Server(s): Up to two Environments	Customer Premise

12. **ENTIRE AGREEMENT**

This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order, or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof, except as provided in Section 1a with respect to the definition of "Confidential Information." It is expressly agreed that if CUSTOMER issues a purchase order or other document for the products provided under this Agreement, no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by equivant to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between equivant and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on equivant or CUSTOMER unless agreed to in writing by both parties.

13. **GENERAL TERMS**

- a. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- b. CUSTOMER may not export or re-export the Software without the prior written consent of equivant and without the appropriate United States and foreign government licenses.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

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- d. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- e. This Agreement shall be governed by the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer
 Elizabeth Stephenson, Court Administrator
 Tuscarawas County Common Pleas Court
 101 East High Avenue
 Suite 305
 New Philadelphia, Ohio 44663
 Tel. No. (330) 365-3299
 Fax No. (330) 602-8811

equivant
 General Manager

 equivant
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718
 Tel. No. 330.470.4280
 Fax No. 330.494.2483

Copy to:
 Elizabeth Stephenson, Court Administrator
 Tuscarawas County Common Pleas Court
 101 East High Avenue
 Suite 305
 New Philadelphia, Ohio 44663

Copy to:
 Contract Manager
 equivant
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718

- g. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim, or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will

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provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivant concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

- h. Neither party will incur any liability to the other party on account of any loss or damage resulting from any failure to perform or any delay in performing any of its obligations hereunder if such failure or delay is due, in whole or in part, to events, circumstances or causes beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction, but the failure to meet financial obligations is expressly excluded. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. CUSTOMER acknowledges that equivant may desire to use its name in press releases, product brochures and financial reports indicating that CUSTOMER is a customer of equivant, and CUSTOMER agrees that equivant may use its name in such a manner, subject to CUSTOMER's consent, which consent shall not be unreasonably withheld.
- j. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Software License Agreement as of the Effective Date.



CUSTOMER

By: _____
 Name: Becky Kelderhouse
 Title: General Manager
 Date: _____

Tuscarawas County Board of Commissioners
 By:
 Chris Abbuhl

Date: AUG 24 2022

By:
 Al Landis

Date: AUG 24 2022



By: Kerry Metzger
Kerry Metzger
Date: AUG 24 2022

Tuscarawas County Clerk of Courts
By: Jeanne Stephen
Jeanne Stephen
Date: _____

Tuscarawas County Court of Common Pleas
By: Judge Elizabeth Lehigh Thomakos
Judge Elizabeth Lehigh Thomakos
Date: August 3, 2022
By: Judge Michael J. Ernest
Judge Michael J. Ernest
Date: 8-6-22
By: Judge Adam W. Wilgus
Judge Adam W. Wilgus
Date: 8/10/22

Rev. 06022016

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Exhibit A

SOFTWARE LICENSE(S) AND FEE(S)

Billing Terms

- Payment term is net 30 days from invoice date.
- Software License fees will be invoiced upon Contract execution.

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Licenses:						
CourtView3 Case Management System	License	76	\$2,150.00	\$160,500.00	100.00%	\$0.00
CourtView Civic Tax Lien	License	1	\$0.00	\$0.00		\$0.00
CourtView IJIS Broker Integrator OCN Extract	License	1	\$0.00	\$0.00		\$0.00
ShowCase iCMS Document Management Server	License	1	\$7,500.00	\$7,500.00	30.00%	\$5,250.00
ShowCase iCMS Document Management User	License	70	\$650.00	\$45,500.00	30.00%	\$31,150.00
CourtView eServices eAccess Portal	License	1	\$17,150.00	\$17,150.00	100.00%	\$0.00
CourtView eServices eAccess Portal	License	2	\$8,575.00	\$17,150.00	100.00%	\$0.00
CourtView eAccess Imaging Adapter	License	1	\$4,287.50	\$4,287.50	30.00%	\$3,001.25
ShowCase iCMS Document Management Web Service	License	1	\$1,500.00	\$1,500.00	30.00%	\$1,050.00
Re eServices	License	1	\$34,309.00	\$34,309.00	30.00%	\$24,016.30
CourtView JusticeLink	License	1	\$4,287.50	\$4,287.50	30.00%	\$3,001.25
CourtView eServices ePay	License	4	\$1,200.00	\$4,800.00	100.00%	\$0.00
JanView	License	1	\$4,287.50	\$4,287.50	30.00%	\$3,001.25
CourtView eServices eMarriage	License	1	\$4,287.50	\$4,287.50	30.00%	\$3,001.25
Crystal Reports Developer Edition	3rd Party License	1	\$400.00	\$400.00	100.00%	\$0.00
Crystal Reports Server OEM Edition	3rd Party License	1	\$2,375.00	\$2,375.00		\$2,375.00
						Subtotal \$89,963.75
						Subtotal \$2,375.00

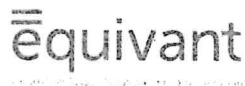
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VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (719-20022) PROFESSIONAL SERVICES AGREEMENT- EQUIVANT – CourtView

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following professional services agreement with CourtView Justice Solutions Inc. dba Equivant as recommended by Common Pleas Court Judges and approved as to form by Bob Stephenson II, Assistant Prosecuting Attorney:



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the 1st day of August 2022 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivalent, a Delaware corporation, with offices at 4825 Higbee AVE NW, Canton, Suite 101, OH 44718 ("equivalent") and the Tuscarawas County Clerk of Courts and Common Pleas, Juvenile, and Probate Courts with offices at 101 East High Avenue, New Philadelphia OH 44663-2636 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivalent shall provide professional services to CUSTOMER.

1. SCOPE OF SERVICES

equivalent will perform the professional services ("Services") and deliver the deliverables ("Deliverables") as described in the Scope of Services attached hereto as Exhibit A.

2. PLACE OF PERFORMANCE

Unless otherwise provided in this Agreement, equivalent may perform the Services in whole or in part at equivalent's place of business, CUSTOMER's place of business, and/or such other locations as equivalent selects.

3. TERM

This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the Services have been provided or the Agreement has been terminated in accordance with this Agreement, whichever first occurs.

4. PRICE AND PAYMENT TERMS

- a. CUSTOMER will pay equivalent on a "firm fixed price" basis for labor expended and costs and expenses incurred, as described in Exhibit A.
- b. Professional Services quoted are at a firm fixed price, but the extent of services are limited, as specified in the Exhibits. For those items that are limited, actual effort, costs and expenses may be less than or greater than those estimated. CUSTOMER shall have no obligation to pay equivalent more than the estimated price. equivalent shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted price, even if the services have not been completed or the deliverables delivered, or the results expected by the customer have not been achieved. The parties may by mutual, written agreement, increase the quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
- c. In addition to paying for labor expended, CUSTOMER shall reimburse equivalent for the cost of all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services.



- d. CUSTOMER shall make payment to equivant according to the schedule and provisions of Exhibit B. equivant shall have a lien upon and may retain or repossess any and all Deliverables if CUSTOMER does not make full payment to equivant.
- e. Invoiced amounts are due and payable within 30 days from the date of the invoice.
- f. If CUSTOMER's action or inaction results in non-receipt of payment by equivant for the total amount of an invoice within fifteen (15) days of the due date of such invoice, interest compounded at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law if lower, shall thereafter be added to all amounts unpaid and outstanding. If CUSTOMER's action or inaction results in non-receipt of payment by equivant, equivant shall have the right exercisable in equivant's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.
- g. Bill To Address. The invoice will be mailed to:
 - Elizabeth Stephenson, Court Administrator
 - Tuscarawas County Common Pleas Court
 - 101 East High Avenue, Suite 305
 - New Philadelphia, Ohio 44663
 - (330) 365-3299
 - stephenson@co.tuscarawas.oh.us

5. **RESOURCES TO BE PROVIDED BY CUSTOMER**

- a. CUSTOMER will designate qualified CUSTOMER personnel or representatives to consult with equivant on a regular basis in connection with the Services. CUSTOMER will furnish such documentation and other information as is reasonably necessary to perform the Services.
- b. CUSTOMER shall furnish access to CUSTOMER's premises, and appropriate workspace for any equivant personnel working at CUSTOMER's premises, as necessary for performance of those portions of the Services to be performed at CUSTOMER's premises.
- c. CUSTOMER shall provide, maintain, and make available to equivant, at CUSTOMER's expense and in a timely manner, the resources delineated above, and such other additional resources as equivant may from time to time reasonably request in connection with equivant's performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

6. **CONFIDENTIALITY**

Concurrently with the execution of this Agreement, the parties shall execute a Non-



Disclosure Agreement ("NDA") in the form and content of Exhibit C attached hereto and incorporated by reference. The NDA is independent of this Agreement and shall survive the termination of this Agreement. Nothing in this Agreement or in any such NDA shall be deemed to restrict or prohibit equivant from providing to others services and deliverables the same as or similar to the Services and Deliverables as described in the Agreement.

7. **INTELLECTUAL PROPERTY**

- a. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable whether or not first created or developed by equivant in providing the Services.
- b. CUSTOMER and equivant shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property. No license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- c. equivant grants to CUSTOMER a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any equivant Intellectual Property incorporated into any Deliverable, solely for CUSTOMER's use of that Deliverable for its internal business purposes. equivant shall retain ownership of and unrestricted right to use any Intellectual Property derived in any fashion or manner hereunder, including from its pre-existing Intellectual Property. The Services performed and any Deliverables produced pursuant to this Agreement are not "works for hire."

8. **TAXES**

- a. In no event whatsoever shall equivant be liable for sales, use, business, gross receipts or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by equivant for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by equivant under any later amendment hereto regardless of changes in legislation or policy.
- b. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by equivant to CUSTOMER (other than those taxes levied on equivant's income), CUSTOMER shall reimburse equivant for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by equivant to CUSTOMER (except those taxes relating to equivant's income), equivant shall reimburse CUSTOMER such refund, including any interest paid thereon by the taxing authority.

9. **TERMINATION FOR DEFAULT**

- a. Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of



30 days after receipt of notice from the non-breaching party specifying such failure, or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, equivant may terminate this Agreement effective immediately upon written notice to CUSTOMER if CUSTOMER fails to make any payment in full as and when due hereunder.

- b. Upon termination for whatever reason and regardless of the nature of the default (if any), CUSTOMER agrees to pay equivant in full for all goods and/or services provided to, and accepted by, CUSTOMER under this Agreement and/or any task order hereto as of the effective date of the Agreement within 30 days of the invoice date.

10. **INDEMNIFICATION**

equivant agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of equivant occurring in the performance of its obligations hereunder; provided, such defense and payments are conditioned on the following: (1) that equivant shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim, and (2) that equivant shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. equivant shall not be responsible for any Damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.

11. **LIMITED WARRANTY**

a. equivant warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided CUSTOMER has delivered to equivant timely notice of such breach as hereinafter required, equivant shall, at its own expense, at its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard, or (2) refund to CUSTOMER that portion of the Price received by equivant attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CUSTOMER has delivered to equivant written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 11(a) is the sole and exclusive remedy for breach of the foregoing warranty.

b. **EQUIVANT SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY**



PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

c. CUSTOMER represents and warrants to equivant that CUSTOMER has the right to use and furnish to equivant for equivant's use in connection with this Agreement any information, specifications, data or Intellectual Property that CUSTOMER has provided or will provide to equivant in order for equivant to perform the Services and to create the Deliverables identified in Exhibit A.

12. **LIMITATION OF LIABILITY**

a. CUSTOMER hereby agrees that equivant's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to this Agreement, regardless of cause or the legal theory asserted, including but not limited to breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to equivant during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by CUSTOMER against equivant relating to this Agreement must be made in writing and presented to equivant within six (6) months after the date on which this Agreement expires or is otherwise terminated.

b. In no event shall either equivant or CUSTOMER be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data, arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss, and notwithstanding any failure of essential purpose of any limited remedy.

13. **NOTICES**

f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer
Elizabeth Stephenson, Court
Administrator
Tuscarawas County Common Pleas Court
101 East High Avenue
Suite 305
New Philadelphia, Ohio 44663
Tel. No. (330) 365-3299
Fax No. (330) 602-8811

equivant
General Manager

equivant
4825 Higbee Avenue NW
Suite 101
Canton, Ohio 44718
Tel. No. 330.470.4280
Fax No. 330.494.2483



Copy to:
 Jeanne Stephen, Clerk of Courts
 Tuscarawas County
 125 East High Avenue
 New Philadelphia, Ohio 44663

Copy to:
 Contract Manager
 equivalent
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718

14. **RIGHTS AND REMEDIES NOT EXCLUSIVE**

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. **SEVERABILITY**

If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition, or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. **ASSIGNMENT**

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except for the sale of assets, merger, or consolidation.

17. **SUBCONTRACTORS**

equivant may engage the services of independent contractors to assist in the performance of its duties hereunder.

18. **GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws.

19. **INTERPRETATION**

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

20. **DISPUTES**

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the



parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivalent concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

21. **MULTIPLE COPIES OR COUNTERPARTS OF AGREEMENT**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

22. **FORCE MAJEURE**

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.



- 23. **RELATIONSHIP OF PARTIES**
equivant is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.
- 24. **THIRD PARTY BENEFICIARIES**
This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
- 25. **WAIVER OR MODIFICATION**
Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- 26. **ENTIRE AGREEMENT; CONFLICTING PROVISIONS**
The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER's internal use only, and no terms, conditions, or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify this Agreement, regardless of any failure by equivant to object to such terms, conditions or provisions. In the event that any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.
- 27. **SURVIVAL**
All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- 28. **AUTHORIZATION**
Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

Equivant

By: _____
 Name: Becky Kelderhouse
 Title: General Manager
 Date: _____

CUSTOMER

Tuscarawas County Board of Commissioners

By: Chris Abbuhl
 Chris Abbuhl
 Date: AUG 24 2022

By: Al Landis
 Al Landis
 Date: 23 2022

By: Kerry Metzger
 Kerry Metzger
 Date: AUG 24 2022

Tuscarawas County Clerk of Courts

By: Jeanne Stephen
 Jeanne Stephen
 Date: Aug 19, 2022

Tuscarawas County Court of Common Pleas

By: Judge Elizabeth Lenigh Thomakos
 Judge Elizabeth Lenigh Thomakos
 Date: August 3, 2022



By:
 Judge Michael J. Ernest
 Date: 8-26-22
 By:
 Judge Adam W. Wilgus
 Date: 8/10/22

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Exhibit A

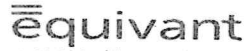
SCOPE OF SERVICES

Professional Services will be performed pursuant to the following:

- equivalent will provide up to 449 hours of project management services to schedule and coordinate the work to be performed by equivalent.
- **CourtView2 to CourtView3 Migration for: Common Pleas/Clerk of Courts, Juvenile (with Probation), and Probate Courts.**
- equivalent will provide up to 48 hours of business process analysis services to identify the required CourtView configuration
- equivalent will provide up to 72 hours of software installation services to install the CourtView application with OCI Extract
- equivalent will provide up to 160 hours of software configuration services to setup the CourtView3 application with the existing configuration
- equivalent will in conjunction with the Customer configure the installed CourtView software in compliance with the configuration identified during the business process analysis
- equivalent will provide up to 495 hours of data conversion services to convert the data from three CourtView2 instances (Common Pleas/Clerk of Court Juvenile and Probate Courts) into a single CourtView3 instance using equivalent standard conversion methodology
- equivalent will provide up to 150 hours of Crystal Report Development services for the migration of identified Crystal Reports from CourtView2 to CourtView3
- equivalent will provide up to 320 hours of standard end user training in the use of the Software, including Accounts Receivable and AGO Collections
- equivalent will provide up to 120 hours of go-live support
- equivalent will provide up to 48 hours of post go-live services to assist the Customer with end of month processing using the CourtView application
- **netDMS to Showcase IDMS Migration:**
- equivalent will deliver up to 10 hours of Software Configuration services as follows
 - equivalent will conduct a software configuration discovery session (up to 4 hours) to gather the information required to configure the Software
 - equivalent will configure the Software per the configuration (up to 12 hours) identified during the Software Configuration Discovery session
- equivalent will deliver up to 8 hours of Training services as follows
 - equivalent will provide Train-the-Trainer training (One 4 hour session)
 - equivalent will provide System Administration training (One 4 hour session)
- equivalent will deliver up to 4 hours (on a single day) of User Acceptance Testing Support to assist the Customer with the use of the Software during the performance of the Customer's user acceptance test by the Customer
- equivalent will deliver up to 16 hours of Go Live Support (Up to 8 hours on a single day) to assist the Customer with the use of the Software during the first two days of production use
- **netDMS Reduction Conversion:**
 - equivalent will provide up to 32 hours of Technical Services to modify and process the conversion scripts
 - equivalent will provide up to 60 hours of data conversion services to load the converted redacted images in the Customer's environment (one non production and one production environment)
 - equivalent will provide up to 4 hours of User Acceptance Testing support to assist the Customer with the loading of redacted documents in to the client production environment to be tested by the Customer
 - equivalent will provide up to 4 hours of Go Live Support to assist the Customer with the use of the Software during the first day of production use
- **eServices Project:**
 - equivalent will deliver up to 50 hours of Software Installation services and up to 80 hours of Software Configuration services as follows
 - equivalent will install current production release version of eServices application in the hosted non-production environment
 - equivalent will configure the current eServices configuration from the old server to the new server in the hosted non-production environment
 - equivalent will configure the connection between the eServices application and CourtView database in the hosted non-production environment
 - equivalent will install the current production release version of the eServices application in the hosted production environment
 - equivalent will configure the current eServices configuration from the old server to the new server in the hosted production environment
 - equivalent will configure the connection between the eServices application and the CourtView database in the hosted production environment
- **JusticeFiling**
 - equivalent will install the current production release version of JusticeFiling in the hosted non-production environment
 - equivalent will complete the JusticeFiling configuration for the Customer
 - equivalent will provide data conversion services (up to four hours effort) to run standard equivalent prepared scripts to remove duplicate attorneys (duplicate BAR IDs) from the CourtView database
 - equivalent will test the baseline functionality of ePay and JusticeFiling in the non-production environment
 - equivalent will provide ePay and JusticeFiling Administrator Training
 - equivalent will provide JusticeFiling User Training
 - Customer will perform user acceptance testing
 - equivalent will install the current production release version of JusticeFiling in the hosted production environment
- **ePayment**
 - equivalent will configure ePayment to operate with Customer provided Lexipol payment validation services using the Medirect Payment Processing integration
- **Access Additional Portal**
 - equivalent will complete standard eAccess (Additional Portal) configuration for Customer
 - equivalent will complete eAccess (Additional Portal) user access configuration

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Imaging

- Imaging installation and configuration includes the CourtView e-Access Imaging Adapter, and the ShowCase IDMS Web Service for eServices. Both components are required in order to establish connectivity between JusticeFiling and ShowCase full IP.
- equivant will configure connection between the JusticeFiling application and ShowCase IDMS in Customer's Non Production environment for testing
- equivant will test baseline functionality of the JusticeFiling Application to retrieve images in the Non Production environment
- equivant will configure connection between the JusticeFiling application and ShowCase IDMS for Production use (Access side).

eServices Training and Documentation

- equivant will deliver up to 32 hours of Training services as follows:
 - equivant will provide up to two training sessions of up to four hours each for clerk JusticeFiling. These sessions will include an eFiling overview and specific training on the clerk review functionality. Each class can accommodate up to 10 students.
 - equivant will provide up to two training sessions of up to four hours each for judicial JusticeFiling training. These sessions will include an eFiling overview and specific training on the proposed orders functionality. Each class can accommodate up to 10 students.
 - equivant will provide up to four training sessions of up to two hours each for filer JusticeFiling training. These sessions will include an eFiling overview
 - equivant will provide up to one training classes of up to eight hours for system administration training. This class can accommodate up to four students
 - equivant will provide the standard eServices documentation applying with the Customer's unique configuration
- equivant will provide up to 20 hours for Documentation services for delivering equivant's standard eServices documentation that is annotated with the Customer's unique configuration
- equivant will deliver up to 12 hours of User Acceptance Testing Support to assist the Customer during their user acceptance test by answer questions regarding the proper use of the Software and to review outcomes derived during qualification (up to 12 hours effort over 5 consecutive business days)
- equivant will deliver up to 16 hours of Go-Live Support to assist the Customer with initial production use of the system (up to 16 hours over 5 consecutive business days)

eMarriage Setup and Implementation

- equivant will provide up to 20 hours of standard eMarriage Configuration
- equivant will deliver up to 4 hours of standard eMarriage administration Training
- equivant will provide up to 2 hours of Technical Services



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Exhibit B

PRICE AND PAYMENT

Total Professional Services fees: \$372,274.50
 Estimated Travel Expenses \$14,000.00

Product	Quantity	Unit Price	Quantity	Unit Price	Quantity	Discount	Estimated Price
Services:							
Professional Services - Project Management	Service	+	\$97,555.00	\$97,555.00	15.00%		\$74,421.75
Professional Services - Analysis	Service	+	\$9,360.00	\$9,360.00	15.00%		\$7,956.00
Professional Services - Software Installation	Service	+	\$23,790.00	\$23,790.00	15.00%		\$20,221.50
Professional Services - Software Configuration	Service	+	\$53,820.00	\$53,820.00	15.00%		\$45,747.00
Professional Services - Data Conversion	Service	+	\$199,025.00	\$199,025.00	15.00%		\$169,161.25
Professional Services - Technical Services	Service	+	\$5,630.00	\$5,630.00	15.00%		\$4,785.50
Professional Services - Crystal Report Development	Service	+	\$29,250.00	\$29,250.00	15.00%		\$24,862.50
Professional Services - Training	Service	+	\$70,560.00	\$70,560.00	15.00%		\$60,336.00
Professional Services - Documentation	Service	+	\$3,300.00	\$3,300.00	15.00%		\$2,805.00
Professional Services - User Acceptance Testing Assistance	Service	+	\$1,000.00	\$1,000.00	15.00%		\$845.00
Professional Services - Go-Live Support	Service	+	\$39,760.00	\$39,760.00	15.00%		\$33,816.00
							Subtotal \$372,274.50
Other:							
Estimated Travel Expenses	Flow-Through	-	\$14,000.00	\$14,000.00			\$14,000.00
							Subtotal \$14,000.00

Billing Terms

- Payment term is not 30 days from invoice date

Software Licenses:

- Payment for License Fees are due in full upon execution of this Quote

Maintenance and Support:

- First Year Maintenance and Support will begin and payment will be due in full upon Go-Live launch

Professional Services:

- Project Management services will be invoiced in full at the end of the first month in which project management services are delivered
- **CourtView2 to CourtView3 Migration for Clerk of Court and Common Pleas with Probation**
- Analysis services will be invoiced in full at the end of the month in which Analysis services are provided
- Software Installation services will be invoiced in full at the end of the month in which the Software is installed in the non production environment
- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment
- Data Conversion will be invoiced at 75% at the end of the month that data has been loaded into a Customer environment for data validation and 25% at the end of the month that data has been loaded into the Customer's production environment
- Crystal Reports Development services will be invoiced in full at the end of the first month in which crystal report development services are delivered
- Training services will be invoiced in full at the end of the first month in which training services are delivered
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered

netDMS to Showcase IDMS Migration WinetDMS Redaction:

- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment
- Technical Services will be invoiced in full at the end of the month in which the Software is installed in the non production environment
- Data Conversion will be invoiced at 75% at the end of the month that data has been loaded into a Customer environment for data validation and 25% at the end of the month that data has been loaded into the Customer's production environment
- Training services will be invoiced in full at the end of the first month in which training services are delivered
- User Acceptance Testing Assistance services will be invoiced in full at the end of the first month in which UAT Support Services are delivered
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered



- **CourtView eServices with JusticeFiling, eMarriage, and ePay:**
- Software Installation services will be invoiced in full at the end of the month in which the Software is installed in the non production environment.
- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment.
- Technical Services will be invoiced in full at the end of the month in which the Software is installed in the non production environment.
- Data Conversion will be invoiced at the end of the month that the script has been ran in a Customer environment.
- Documentation services will be invoice in full at the end of the month in which Documentation services are delivered.
- Training services will be invoiced in full at the end of the first month in which training services are delivered.
- User Acceptance Testing Assistance services will be invoiced in full at the end of the first month in which UAT Support Services are delivered.
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered.
- **Travel Expenses:**
- Travel expenses are estimated only, and actual costs incurred by equivalent will be passed through to the Customer. Travel costs will include travel time and actual / direct expenses. For on-site work of less than four consecutive days, travel time is invoiced at \$75 per hour, not to exceed one (1) hour per round trip.
- equivalent will invoice for travel costs at the end of the month in which the travel cost is incurred.

Additional Terms

1. Contracts, including License, Software Maintenance, Professional Services and Hosting Agreements must be executed for activation of license(s), maintenance and scheduling of the project work.
2. Professional Services are quoted at a firm fixed price, but services are limited to the total effort defined in the "Scope of Work" section. Actual effort, costs and expenses may be less than or greater than those estimated. Customer shall have no obligation to pay equivalent more than the quoted price. equivalent shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted price, even if the services have not been completed or the deliverables delivered or the results expected by the customer have not been achieved. The parties may by mutual written agreement increase the quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
3. Delays caused by Customer host environment or configuration issues may require rescheduling and/or a change order for additional services and related travel costs.
4. If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
5. Travel expenses are estimated, equivalent will invoice for actual expenses. For on-site work of less than four consecutive days travel time will be invoiced at \$75 per hour not to exceed four hours per round trip.
6. equivalent will invoice for travel costs at the end of the month in which the travel cost is incurred.
7. Project Management, Software Installation, and Data Conversion Services will be provided remotely. Training and Go-Live Services will be on-site work. Software Configuration and Analysis Services may be provided through a combination of remote and on-site work. Post Go-Live Support Services may be provided remotely or on-site as requested by the Customer.
8. Customer will make available all resources requested by equivalent for assistance with and approval of all project milestones and deliverables.
9. Customer is responsible for the local environment including all required licenses, SSL certificates, hardware and third party software components and
10. The local environment and any peripheral equipment must meet minimum requirements as specified by equivalent.
11. equivalent will install CourtView in one test and one production environment.
12. For the purposes of this Quote, CourtView3 licenses consist of the baseline case management system application and dues include any add on modules or plug-ins. equivalent assumes that the current CourtView2 code configuration, including codes and forms, will be migrated as is to CourtView3.
13. A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
14. Training sessions are limited to a maximum of ten (10) students per training session.
15. Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
16. The scope of work does not include any work related to the establishment, migration or maintenance of any replicated database.
17. CourtView CMS includes the Case Management, Judicial Management, Financial Management, Probation, and Accounts Receivable.
18. For purposes of this Quote, CourtView3 licenses consist of the baseline case management system application and dues include any add on modules or plug-ins.
19. equivalent assumes that the current CourtView2 code configuration, including codes and forms, will be migrated as is to CourtView3.
20. equivalent assumes Customer will utilize the Edge browser.
21. The Customer is responsible for non-site specific codes being unique.
22. The scope of work does not include any work related to the establishment, migration or rehosting of JurView.
23. The scope of work does not include any work related to the establishment or migration Juvenile Detention Center functionality.

Future Services Rates

The Rates noted above in this Agreement are discounted to reflect a total project cost. Future rates for services beyond the current term will be at equivalent then current rate, unless otherwise agreed by the parties. equivalent reserves the right to adjust these rates without prior notification to the CUSTOMER. All rates quoted do not include travel expenses. The CUSTOMER will be responsible for all travel expenses.



EXHIBIT C

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement ("NDA") is entered into as of the 1st day of August 2022 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivalent, a Delaware corporation, with offices at 4825 Higbee Ave NW, Canton, OH 44718 ("equivalent"), and the Tuscarawas County Clerk of Courts and Common Pleas, Juvenile, and Probate Courts with offices at 101 East High Avenue, New Philadelphia OH 44663-2636 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivalent and CUSTOMER will share confidential information.

WHEREAS, the parties have entered into a Professional Services Agreement and each party (the "Disclosing Party") desires to disclose certain confidential and proprietary information to the other party (the "Receiving Party") in connection therewith.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Confidential Information. For purposes of this NDA, "Confidential Information" means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, or (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information. Disclosing Party shall designate Confidential Information as such prior to, during or immediately after disclosure. Disclosing Party shall mark any physical materials as Confidential Information and shall identify any oral information as Confidential Information at the time of disclosure. The foregoing notwithstanding, the terms of this NDA also pertain to information not otherwise identified as Confidential Information if Receiving Party otherwise knows or should reasonably be expected to know of its confidential nature.

2. Restrictions on Use and Disclosure. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, "Representatives"), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the date hereof, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with the Proposed Transaction. Without limitation of the foregoing, each party agrees that it will not use the Confidential Information independently or with third parties, directly or indirectly, to solicit the business of any person or entity, to provide services to any person or entity, or otherwise to



compete with the Disclosing Party. The obligations of this paragraph shall survive for five (5) years from date that Disclosing Party first discloses such Confidential Information to the Receiving Party.

3. Standard of Care. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of the Proposed Transaction, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this NDA. The Receiving Party shall be responsible for any breach of this NDA by its Representatives. Each party agrees to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure to any person or entity other than its Representatives. The parties agree that no disclosure of Confidential Information under this NDA shall constitute a waiver of any applicable privilege, including but not limited to the privileges pertaining to attorney-client communications and attorney work product. Each party also agrees not to use or disclose any Confidential Information in violation of securities or insider trading laws and to take reasonable steps to ensure compliance by its employees and agents. The Receiving Party shall be responsible for compliance with laws pertaining to the export of the Confidential Information.

4. Term. This NDA shall be effective as of the date written in the introductory paragraph hereof and shall continue until the earliest of (a) the termination of the Proposed Transaction, (b) notice of termination by one party to the other, or (c) the one-year anniversary hereof. Any termination or expiration of this NDA shall be subject to the survival provision below.

5. Records. Each party to this NDA shall keep a written record of Confidential Information furnished to it by the Disclosing Party and of the location of such Confidential Information. All copies of the Confidential Information shall be returned to the Disclosing Party immediately (a) in the event the Proposed Transaction is not consummated, (b) upon the termination of this NDA, or (c) at any other time upon the Disclosing Party's request.

6. No Ownership or Warranty. Nothing contained in this NDA shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by a party. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party shall have no liability hereunder with respect to the Confidential Information, or errors or omissions therein. The Receiving Party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and shall be entitled to rely solely on the representations and warranties, if any, made to it by the Disclosing Party in any final written agreement regarding the Proposed Transaction.

7. Compelled Disclosure. Each Party to this NDA acknowledges the competitive value and confidential nature of the Confidential Information and that use of such Confidential Information by Receiving Party or disclosure thereof to any third party could be competitively harmful to the Disclosing Party. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this NDA becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.



8. Remedies. Each party to this NDA acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result if the Confidential Information is used by the Receiving Party other than as is provided for herein or disclosed to any third party, money damages would not be a sufficient remedy for any breach of this NDA, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

9. Miscellaneous.

- 9.1. The obligations assumed by the parties pursuant to paragraphs 2, 3, 6, 7, 8, 9.4, 9.8 and 9.9 hereof shall survive the expiration or earlier termination of this NDA.
- 9.2. In the event suit is brought to enforce or interpret any part of this NDA, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.
- 9.3. No provision of this NDA may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this NDA shall not be deemed to be a continuing waiver or a waiver of any other provision. This NDA may be modified or amended only by a written agreement executed by all of the parties hereto.
- 9.4. This NDA shall be governed and construed in accordance with the laws of the State of Ohio, without regard to choice of law principles.
- 9.5. Neither this NDA nor any duties or obligations hereunder shall be assigned or transferred by a party without the prior written approval of the other party, which approval shall not be unreasonably conditioned, withheld, or denied.
- 9.6. All notices under this NDA will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this NDA. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.
- 9.7. If any provision of this NDA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- 9.8. Neither party shall make any public announcement concerning this NDA or any Agreement between the parties without the advance approval of the other party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.
- 9.9. Each party represents and warrants that the person signing on its behalf has the requisite authority to bind the respective party to the terms and conditions contained herein.



9.10. This NDA contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this NDA to be duly executed and delivered as of the day and year set forth above.

Equivant

By: _____
Name: Becky Kelderhouse
Title: General Manager
Date: _____

CUSTOMER

Tuscarawas County Board of Commissioners

By: Chris Abbuhl
Chris Abbuhl
Date: AUG 24 2022

By: Al Landis
Al Landis
Date: AUG 24 2022

By: Kerry Metzger
Kerry Metzger
Date: AUG 24 2022

Tuscarawas County Clerk of Courts

By: _____
Jeanne Stephen
Date: _____

Rev. 06022016

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Tuscarawas County Court of Common Pleas

By: _____
Judge Elizabeth Lehigh Thomakos
Date: _____

By: _____
Judge Michael J. Ernest
Date: _____

By: _____
Judge Adam W. Wilgus
Date: _____

Rev. 06022016

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VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (720-2022) HOSTING SERVICES AGREEMENT – EQUIVANT – CourtView

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following hosting services agreement with CourtView Justice Solutions Inc. dba Equivant as recommended by Common Pleas Court Judges and approved as to form by Bob Stephenson II, Assistant Prosecuting Attorney:

Hosting Services Agreement

This Services Agreement ("Agreement") is for Hosting Services. It is effective as of the 1st day of August 2022 ("Effective Date"), by and between CourtView Justice Solutions Inc. d/b/a Equivant ("Equivant"), with offices located at 4825 Higbee AVE NW, Suite 101, Canton, OH 44718 and the Tuscarawas County Clerk of Courts and Common Pleas, Juvenile, and Probate Courts with offices at 101 East High Avenue, New Philadelphia OH 44663-2636 (CUSTOMER) on the following terms and conditions:

1. AGREEMENT OVERVIEW

Equivant provides hosting through the use of Amazon Web Services GovCloud (a FedRamp compliant host environment), and provides associated services to support customers that wish to outsource the operation of computer applications listed in the Scope of Services as referenced in Attachment 1.

This Agreement describes the hosting services to be provided by Equivant ("Services") the respective responsibilities of the parties, the service level objectives, and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

- Attachment 1 Scope of Services
- Attachment 2 Service Level Objectives
- Attachment 3 Fee Schedule

2. SERVICES

Equivant will perform the Services as described in the Scope of Services, set forth in Attachment 1.

The general scope of Services addressed by this Agreement includes the operation, maintenance, and support of the host environment, including the necessary hardware, and software necessary to support the operation of the Licensed Software pursuant to a separate license agreement which software may include Third Party Software.

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, workstations, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services;
- Customer Local Area Networks ("LAN"); and
- Customer network infrastructure for connecting to the Internet and to the Equivant provided Services

The Services shall be provided subject to the Terms and Conditions, which follow.

3. TERM

The Term of the Agreement shall commence as of the 1st day of the month the hosting environment is setup and shall continue for 60 months ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year subsequent terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

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4. FEES AND PAYMENT

Customer shall pay Equivant the applicable fees as set forth in the Fee Schedule, Attachment 3. Equivant shall invoice Customer upon the Effective Date of this Agreement for the Initial Term and annually, in advance of any Subsequent Terms, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. Invoices shall include charges defined in Attachment 3. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the due date of the, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by Equivant. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. Equivant reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle Equivant to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Equivant initiate termination under any provision of the Agreement, Customer will be obligated to pay the balance due on their account computed in accordance with the Fee Schedule in Attachment 3. Customer agrees that it may be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Equivant in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

5. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to Equivant Services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the any site(s) used to provide the Equivant Services and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software and Customer's LAN, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. Equivant network and network responsibility only extends from the Equivant edge network device at the boundary of the site(s) used to provide the Equivant Services to all connected equipment within and between the sites(s) used to provide the Equivant Services.
- Testing updates and fixes applied by Equivant to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the Equivant at the end of the Customer testing period unless specific problems are documented in writing to Equivant.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the Equivant for assistance. Notwithstanding this diligence

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requirement, Customer is responsible for informing equivalent of any problems encountered in a timely manner.

6. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by equivalent in providing Services under the Agreement. equivalent shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, equivalent agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. After inspection of the returned data by Customer, and the earlier of the receipt by equivalent of written authorization from the Customer or forty-five days after providing the data to the Customer, equivalent will make commercially reasonable efforts to destroy any Customer data under equivalent control, including Customer data stored at any off site back-up facility. Nothing contained herein is intended to modify the Customer's rights under any separate license agreement between Customer and equivalent.

7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY

Except as expressly set forth herein, provider disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. Provider shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if provider has been advised of the possibility of such damages. equivalent's liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to provider during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against equivalent relating to this agreement must be made in writing and presented to equivalent within six (6) months after the date on which this Agreement expires or is otherwise terminated.

8. TERMINATION FOR DEFAULT

A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

9. GOVERNING LAW; VENUE

The Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to choice of law principles. Subject to Section 20 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Ohio. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

10. ASSIGNMENT

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of equivalent, which approval may be withheld in the reasonable judgment of the equivalent. Customer agrees that equivalent may assign its obligations to a third party subject to Customer's written approval of such change, but equivalent shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in Attachment 3.

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11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

12. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

13. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

14. WAIVER

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

16. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

17. NOTICES

Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

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Customer
 Elizabeth Stephenson, Court Administrator
 Tuscarawas County Common Pleas Court
 101 East High Avenue
 Suite 305
 New Philadelphia, Ohio 44663
 Tel. No. (330) 365-3299
 Email: stephenson@co.tuscarawas.oh.us

equivant
 General Manager
 equivalent
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718
 Tel. No. 330.470.4280
 Email: generalmanager@equivant.com

Copy to:
 Jeanne Stephen, Clerk of Courts
 Tuscarawas County
 125 East High Avenue

 Tel. No. (330) 365-3260
 Email: stephen@co.tuscarawas.oh.us

Copy to:
 Contract Manager
 equivalent
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718
 Tel. 330.470.4280
 No.
 Email: contractmanager@equivant.com

18. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

19. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

20. DISPUTE RESOLUTION

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute (Dispute). If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the State of Ohio. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivalent concludes performance under this Agreement.

21. RELATIONSHIP OF PARTIES

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

22. CONFLICTING PROVISIONS

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any

attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein

23. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. COUNSEL

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

25. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

Equivant

By: _____
Name: Becky Kelderhouse
Title: General Manager
Date: _____

CUSTOMER

Tuscarawas County Board of Commissioners

By: Chris Abbuhl
Chris Abbuhl
Date: AUG 24 2022

By: Al Landis
Al Landis
Date: AUG 24 2022

By: Kerry Metzger
Kerry Metzger
Date: AUG 24 2022

Tuscarawas County Clerk of Courts

By: Jeanne Stephen
Jeanne Stephen
Date: Aug 19 2022

Tuscarawas County Court of Common Pleas

By: Judge Elizabeth Lehigh Thomakos
Judge Elizabeth Lehigh Thomakos
Date: August 3, 2022

By: Judge Michael J. Ernest
Judge Michael J. Ernest
Date: 8-8-22

By: Judge Adam W. Wilgus
Judge Adam W. Wilgus
Date: 8/10/22

Attachment 1 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by equivalent to and for the Customer's benefit in a manner that will meet the objectives outlined in Attachment 2.

Application

Application refers to the Customer's software licensed from equivalent pursuant to a separate license agreement which software may include Third Party Software. The Application is hosted by equivalent pursuant to this Agreement.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by equivalent as part of the Services.

Hardware

Server and network infrastructure required to operate the Application and provided by equivalent as part of the Services.

Databases

equivalent will maintain a single Production Database and a single Non Production Database. The Production Database will provide the daily, real-time transaction data to the Application users. Equivalent will copy the production database to the Non Production database up to two times in any 12 month period upon request by the Customer.

Backups

Application back-ups occur nightly. Database back-ups occur on 15 minute increments. Backup data is retained for fourteen (14) days.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions twenty-four (24) hours a day, seven (7) days a week except for periods of Scheduled Maintenance and previously approved outages. equivalent will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the equivalent edge network device at the boundary of the site(s) used to provide the equivalent Services nor will these hours of unavailability be counted as unavailable.

Service Maintenance

equivalent will complete routine maintenance on the Application according to the published schedule. equivalent will publish schedules for routine maintenance on its Customer Support website.

If equivalent is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the equivalent will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Application Software Maintenance

Application Software Maintenance is provided under a separate agreement and associated fee.

Attachment 2 - Service Level Objectives

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the equivalent for the Services specified in Attachment 1. The service levels set forth below apply to the Services provided by equivalent under the Agreement.

AVAILABILITY

equivalent will use commercially reasonable efforts to provide Services with an average of ninety-nine percent (99%) Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by equivalent in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by equivalent for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by equivalent).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that equivalent has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

Attachment 3 – Fee Schedule

This section provides the fees payable to equivalent. A separate Software License Agreement between the parties governs license fees. A separate Software Maintenance Agreement between the parties governs software maintenance fees.

Service Fees Structure

equivalent will invoice and hosting will begin the 1st day of the month the hosting environment is setup for the Initial Term and in advance on an annual basis for any subsequent term.

The Fee for Services described on Attachment 1, excluding applicable taxes, for the Initial Term is: \$62,166.00.

For the first Subsequent Term following the Initial Term the annual Services fee is:

- Year 1: \$11,250.00
- Year 2: \$11,813.00
- Year 3: \$12,404.00
- Year 4: \$13,024.00
- Year 5: \$13,675.00

Hosting Services Term

equivalent will provide hosting services for the Initial Term from the Effective Date and shall continue for 60 months, SAME AS SECTION 3j.

Service Termination - Fees

The hosting fees for the initial term, and any subsequent terms, are paid in advance and are not refundable regardless of reason for termination other than pursuant to Section 8, "Termination for Default" of the Agreement.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (721-2022)

PAY BILLS

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

American Rescue Plan Act

Tusc Co Convention & Visitors Bureau

Sewer Line Project Reimbursement \$14,599.00

\$14,599.00

Auditor

NP City Income Tax
Asset Works USA

Withholding Errors \$83.99
Annual Fee Fixed Assets Application \$1,760.00

\$1,843.99

Child Support

Embassy Suites Columbus
CBTS
Language Line Services
First Communications

Lodging \$128.70
Phone Charges \$655.58
Interpreter \$172.50
Long Distance Fax Service \$13.07

\$969.85

Clerk of Courts		
Blooms	Supplies	\$650.00
AT & T	Service	\$99.06
		\$749.06
Commissioners		
Frontier	Service	\$524.83
American Electric Power	Service	\$6,814.90
American Electric Power	Service	\$196.58
American Electric Power	Service	\$2,666.45
American Electric Power	Service	\$70.06
MNJ Technologies	(2) Laptop Computers/EMA	\$1,998.00
Illumant LLC	Vulnerability Scan/IT	\$12,240.00
Tusc Co Chamber of Commerce	Registration	\$30.00
Kayline	Supplies	\$161.94
Menards	Supplies	\$15.15
Lehigh Endsley Insurance	Bond	\$50.00
Miller Custom Exteriors	Map Office Flooring	\$11,055.00
Comdoc	Copier Contract/Print Charges	\$49.53
		\$35,872.44
Dog Pound		
American Electric Power	Service	\$426.09
		\$426.09
Engineer		
Palmer Engineering	Design Service	\$19,339.14
Ziegler Tire	Repairs/Parts	\$426.00
Dominion Energy	Service	\$242.31
Southeastern Equipment Co	Repairs/Parts	\$1,605.00
Triple R Trailer Sales	Repairs/Parts	\$85.84
Ace Truck Equipment	Repairs/Parts	\$160.01
Advance Auto Parts	Repairs/Parts	\$6.14
Young Truck Sales	Repairs/Parts	\$274.27
Truck Sales & Service	Repairs/Parts	\$369.66
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$21.05
Snyder Brothers Sales	Repairs/Parts	\$349.91
Wicker Services	Repairs/Parts	\$575.00
		\$23,454.33
Job & Family Services		
Horizons of Tusc & Carroll	NET Transportation	\$12,937.49
Guidestone	Ohio Start	\$1,299.58
		\$14,237.07
Park Department		
CLP Services	Accessible Restroom @ NJC	\$100.00
United Rentals	Accessible Restroom @ CLP	\$90.00
Staples	Supplies	\$77.22
Menards	Supplies	\$13.39
Menards	Supplies	\$30.59
Blasenhauer Plumbing	Gas Line Repairs/Brandywine Ctr	\$723.70
		\$1,034.90
Sheriff		
New Philadelphia Fire Dept	Quick Response Team	\$1,364.40
American Electric Power	Service	\$37.44
First Communications	Long Distance	\$100.66
HC Lobalzo & Sons	Repairs	\$327.00
Ohio State Highway Patrol	Drug Toxicology	\$37.00
Fedex	Express Shipping	\$40.82
Rosenberrv Towing	Towing Services	\$131.50

Fisher Auto Parts	Cruiser Supplies	\$167.84	
Danco Lettering	Cruiser Supplies	\$63.00	
Johnson Printing	Supplies	\$1,122.00	
American Electric Power	Service	\$13,654.57	
Community Mental Health	Quick Response Team	\$266.48	
Ohio Guidestone	Quick Response Team	\$532.96	
			\$17,845.67
Southern Court			
Charter Communications	Service	\$571.19	
Twin City Water & Sewer	Service	\$73.00	
Quill	Supplies	\$79.99	
			\$724.18
Treasurer			
Alban Title	Pre-Judicial Report	\$275.00	
Alban Title	Pre-Judicial Report	\$275.00	
Alban Title	Pre-Judicial Report	\$275.00	
Alban Title	Pre-Judicial Report	\$275.00	
Alban Title	Pre-Judicial Report	\$275.00	
			\$1,375.00
Veterans			
Synergy Sign & Graphics	Wrap for Van #3	\$1,400.00	
Ray Miles	Reimb/Van Supplies	\$19.99	
Ohio Monument Foundations	Setting of Gov't Markers	\$378.00	
The Flagpole	Flag Poles	\$13,037.60	
Veterans Information Service	Subscription	\$65.00	
Pearl Coffee	Office Coffee	\$55.45	
Crystal Springs	Office Water	\$48.00	
NACVSO	Membership	\$150.00	
Advance Auto Parts	Cleaning Supplies	\$16.99	
			\$15,171.03
Water & Sewer			
Occupational Medicine Center	Employee Vaccine	\$180.00	
JA's Auto Service	Maint/Repairs	\$30.00	
Core & Main	Materials	\$390.95	
ADR & Associates	Dundee Water Plant Imp	\$3,664.00	
American Electric Power	Service	\$87.03	
Ohio Light Truck Parts	Equipment	\$149.95	
Hawkins Water Treatment Group	Materials & Supplies	\$30.00	
Frontier	Service	\$50.81	
American Electric Power	Service	\$1,081.32	
First Communications	Long Distance	\$202.88	
Verizon Wireless	Cell Phone Service	\$425.80	
Hawkins Water Treatment Group	Materials & Supplies	\$50.00	
Harris Battery	Materials & Supplies	\$99.36	
			\$6,442.10
	GRAND TOTAL		\$134,744.71

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (722-2022) RECESS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to recess at 9:07 a.m., until 9:15 a.m. for the purpose of Flood Plain Permit for Dominion Energy.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Commissioner Abbuhl called the meeting out of recess at 9:15a.m. and back into Regular Session, for the purpose of the Flood Plain Permit for Dominion Energy.

Discussion: Lee Finley, Flood Plain Coordinator, was present and asked the Commissioners to approve a flood plain permit for a gas line. Dominion Energy is going to finish the loop from Yoder Road at the Township Line with Sugarcreek Township to the railroad tracks out west to Smokey Lane and hook into the gas line there. Dominion Energy has surveyed the area and it will not interfere with the floodplain.

RESOLUTION (723-2022) FLOOD PLAIN DEVELOPMENT PERMIT – DOMINION ENERGY – YODER ROAD IMPROVEMENT PROJECT

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Floodplain Development Permit for Dominion Energy – Yoder at the intersection with the Ohio Central Railroad Crossing as submitted by Lee Carl Finley, Floodplain Coordinator.

**National Flood Insurance Program (NFIP)
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio**

Date: 08/26/2022 # 2022-007

\$25 FEE per RESOLUTION #502-2010 In addition, administrative fees of twenty-five dollars (\$25) per. hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. Payable to Tuscarawas County Commissioners.

Permission is hereby granted to Dominion Energy -- Name --
for Yoder Rd Improvement Project in Auburn Twp
-- Purpose --
located at Yoder at the intersection with the Ohio Central Railroad crossing
-- Mailing Address --

The Development Permit application submitted by Frank Martin, Project Manager, Dominion Energy Ohio is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS which were adopted by the Tuscarawas County Commissioners, Resolution #502-2010 (Tuscarawas County Flood Damage Prevention Regulations).

Estimated Cost \$ N/A Elevation of Property 988 (approx.) Ft. (msl)

This information contained in Permit Application Number 2022-007 as well any drawings and plans for development that were submitted to this office are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance Program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #502-2010.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by:	<u>Lee Carl Finley</u> Tuscarawas SWCD (Floodplain Coordinator)	<u>8.26.2022</u> Date
Approved by:	<u>Chris Abbuhl</u> Commissioner	<u>8/29/2022</u> Date
	<u>Kerry Metzger</u> Commissioner	<u>8/29/2022</u> Date
	<u>Al Landis</u> Commissioner	<u>8/29/2022</u> Date

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder. The property Owner/Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan

COMMENTS:
Project is installing new gas line to close a loop in the present gas system. "Post-construction grade of the project will be at or below the existing pre-construction grade," as per engineering "no-impact" floodway certification in applic.


VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (724-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:17 a.m. to meet in Regular session Wednesday, the 31st day of August, 2022.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

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


Chris Abbuhl


Kerry Metzger


Al Landis

Attest: 
Clerk