

**BAZETTA TOWNSHIP TRUSTEES
REGULAR MEETING MINUTES**

Date: February 17, 2015 at 7:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:
Vice Chairman Trustee Paul Hovis
Trustee Frank Parke
Officer Rita K. Drew

- Trustee Hovis reminded the assemblage of the Public Comment procedures

060-15 To accept the minutes from the February 2 Regular Meeting.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

061-15 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

062-15 To adopt the attached *IT Services Cooperative Agreement* with Southington Township.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

063-15 To adopt the attached *IT Services Cooperative Agreement* with Mecca Township.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

064-15 To change the title of Appropriation Code 10-A-01D from Fire: Salaries FT to Fire: Salaries OT.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

065-15 To authorize the Fiscal Officer do a Temporary Supplemental Appropriation of \$79,000.00 to 10-A-01D (Fire: Salaries OT).

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

066-15 To approve May 2nd as the date for Spring Clean-Up for Bazetta Township residents in 2015.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

067-15 To approve the attached *Resolution Authorizing the Township's Participation as a Member in the Class Action Lawsuit known as Parma, Ohio vs. Ohio Bureau of Workers Compensation Cuyahoga County Common Pleas Case No. CV 13814017.*

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

Correspondence (Copies available upon request):

- Renewal and Amendment to Agreement Fowler-Bazetta Water Service Agreement from the Office of the Mayor, City of Warren

Administration:

- Easter Egg Hunt will be held at the end of March for Lakeview School District residents only
 - Bazetta Township will contribute the usual amount for the event
- Fiscal Officer Drew reported the following
 - 2014 Annual Financial Report has been submitted to the Ohio Auditor of State
 - Copies are available from her office per the Township Public Document Request Policy
- Trustee Hovis stated the cemetery clean up would occur during the month of March, weather permitting

Fire Department:

- See Attached Agenda & Report

068-15 To approve an expenditure of \$116,800.00 with CDW-G for the purchase of 54 computers for the Regional FEMA Grant, to be paid from the Fire Fighters Assistance Grant and by the other Fire Departments participating in this regional grant.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

069-15 To approve an expenditure of \$5,400.00 with CDW-G for the purchase of 54 vehicle chargers for the Regional FEMA Grant, to be paid from the Fire Fighters Assistance Grant and by the other Fire Departments participating in this regional grant.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

Police Department:

- See Attached Agenda & Report
- Chief Hovis thanked all the police officers and firemen present

070-15 To hire PT Patrolman Jacob Abbott as a Full-Time Officer. at the contracted rate, effective March 1, 2015.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

071-15 To authorize Chief Hovis to sell the following obsolete Police Department vehicles at a public auction, either at Adesa Mercer Auto Auction or Akron Auction Auction.

2004 Ford Crown Victoria (VIN 7603)
2008 Ford Crown Victoria (VIN 7464)

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

072-15 To authorize Chief Hovis to sell the following vehicles obtained via the Police Department Impound Lot, at a sale price not to exceed \$2,500 per ORC §4513.61.

2004 Chevy Malibu (VIN 3342)
1996 Cadillac (VIN 8047)

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent

Road Department:

- Superintendent Parke reiterated the salt reduction plan, i.e. only salting intersections and using Beet Heet and Aquasalina
- Trustee Parke said the department was doing a good job

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Inspector Mills said the following
 - Working on meeting with the Trumbull County Fairgrounds regarding water and sewer
 - Otherwise, it has been pretty quiet

Zoning Commission & Zoning Board of Appeals:

- Inspector Mills stated the following
 - Zoning Board of Appeals agreed to act as an appeals board for the property maintenance code
 - He will draft a resolution for approval at the next meeting
- Trustee Parke asked if the training session with Atty. Finamore had happened yet
 - Inspector Mills said it had happened in October

Parks & Recreation Board:

- Fiscal Officer Drew noted that a resident involved with Crimewatch Bazetta had contacted Chairman Belcher regarding doing a luau community event in the park this summer

Safety Committee:

- Nothing to report

Health Insurance Committee:

- Chief Hovis noted that the township is still saving 2.5% on insurance

Asked to be placed on the Agenda:

- None

Public Comment:

- Doug Preston of Knapp Drive

- Concern with snow plowing on his street, i.e. the pile at the end of this street is blocking the road and his driveway and that the weight of the snow is crushing his approach
- Superintendent Parke said he will do something about the snow pile by the end of the week, but that he cannot do anything about the approach


- Fiscal Officer Drew swore in Ptl. Jacob Abbott

073-15 To adjourn the meeting at 7:15pm.

Motion: Trustee Parke

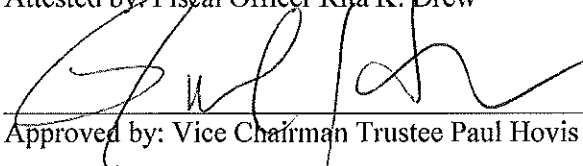
Second: Trustee Hovis

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Absent



Attested by: Fiscal Officer Rita K. Drew

Dated: 02-18-15



Approved by: Vice Chairman Trustee Paul Hovis

Dated: 02-18-15

PENDING WARRANT REPORT
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	237.81	VW 1	The Huntington National Bank	Service Charges
24317	276.00	VW24317	Accord Occupational Health Services	Service
24318	5023.83	VW24318	Ainsley Oil Company	Gas & Diesel
24319	2150.00	VW24319	Attorney Mark S. Finamore	Service
24320	22.00	VW24320	Advance Auto Parts	Supplies
24321	96.67	VW24321	Automotive Distributors Warehouse	Supplies
24322	2265.04	VW24322	BE Solutions	Claims Runs
24323	500.00	VW24323	Bud's Towing & Recovery	Towing
24324	225.00	VW24324	City of Warren, Utility Services	2015 Fire Hydrant Consumptio
24325	1212.93	VW24325	Dominion East Ohio	Service
24326	92.80	VW24326	Finger Lake System Chemistry	Supplies
24327	212.70	VW24327	Gary W. Walters	Reimbursement - OP&F
24328	215.17	VW24328	Handyman Supply Inc.	Supplies
24329	210.68	VW24329	Lowe's Business Account	Supplies
24330	66.94	VW24330	Ohio Utilities Protection Service	2015 Assessment
24331	989.90	VW24331	Orwell Natural Gas	Service
24332	219.70	VW24332	Purchase Power	Postage
24333	125.00	VW24333	Penn Care Medical Products	Supplies
24334	9350.00	VW24334	Qualified Builders LLC	Supplies/Wk at Admin Bldg
24335	242.92	VW24335	Quality Truck Body & Equipment Co., Inc.	Supplies
24336	200.00	VW24336	Schultz Towing, Inc.	Tows
24337	594.29	VW24337	Thomas S. Rink	Refund - OP&F
24338	100.00	VW24338	Trumbull Township Association	Hospitality Suite
24339	44.75	VW24339	Thas Wajda	CDL Reimbursement
24340	10089.44	VW24340	Trumbull County Treasurer	Cold Patch/Beet/Heet/Road S
24341	195.45	VW24341	Time Warner Cable-Northeast	Service
24342	50.00	VW24342	Treasurer State of Ohio	Service
24343	381.90	VW24343	Verizon Wireless	Service
24344	76.66	VW24344	Walmart Business/SYNCB	Supplies
24345	20.00	VW24345	Youngstown/Warren Regional Chamber	Member Registration
24346	2000.00	VW24346	Mahoning Walley Crisis Response Team	Annual Contribution
24347	25562.94	VW24347	Mark Thomas Ford	2015 Ford Interceptor-Utiliti
24348	1155.00	VW24348	Ohio Billing, Inc.	EMS Contracts
24349	13.52	VW24349	Cerni Motor Sales, Inc	Supplies
24350	324.80	VW24350	Standard Life Insurance Company RD	Life Ins
24351	47.00	VW24351	Pitney Bowes	Postage Meter
=====				
	64590.84		Total Amount of Pending Warrants	

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 01st day of February, 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Southington Cortland, Ohio 44410 and Township Township, (hereinafter "Cooperative Agency User") whose address is 4165 St. Rt. 305, Southington, Ohio, 44470

I. RECITALS

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. Terms of Agreement:

- A) The term of this is agreement shall be for a period of one (1) year, commencing on the 01 day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 31 day of January, 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to: planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

3. Time Requirements:

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

6. Confidentiality:

All LEADS (law enforcement assistance data system) and law enforcement records, data and information are **STRICTLY CONFIDENTIAL**, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information not first produced or

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

12. LEADS (Law Enforcement Assistance Data System) Requirements: *(if applicable)*

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

14. Severability:

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. Governing Law:

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 07th day of March 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Mecca Township, (hereinafter "Cooperative Agency User") whose address is P.O. Box 567 Cortland, Ohio, 44410

I. RECITALS

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 07 day of March, 2015 and continuing thereafter for a period of one year terminating at the close of business the 6th day of March 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to; planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

3. Time Requirements:

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

6. Confidentiality:

ALLLEADS (law enforcement assistance data system) and law enforcement records, data and information are **STRICTLY CONFIDENTIAL**, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information not first produced or

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (e) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

12. LEADS (Law Enforcement Assistance Data System) Requirements: (if applicable)

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

14. Severability:

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. Governing Law:

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

RESOLUTION NO. _____

**A RESOLUTION OF BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO,
AUTHORIZING THE TOWNSHIP'S PARTICIPATION AS A CLASS MEMBER IN THE CLASS ACTION LAW
SUIT KNOWN AS CITY OF PARMA, OHIO, VS. OHIO BUREAU OF WORKERS COMPENSATION
CUYAHOGA COUNTY COMMON PLEAS CASE NO. CV 13814017**

The Board of Trustees of Bazetta Township, Trumbull County, Ohio, met in a regular meeting session at _____ AM/PM on the _____ day of _____, 2015, at the Bazetta Township Administration Building, 3372 State Route 5, Cortland, Ohio, 44410, with the following members present:

_____ Introduced the following resolution and moved its adoption:

Resolution No. _____

WHEREAS, the Law Offices of Bashein & Bashein Company, LPA, represents the City of Parma, Ohio, and other Named Plaintiff public employers throughout the State of Ohio who are seeking a refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation in the class action law suit known as: City of Parma, Ohio, vs. Ohio Bureau of Workers Compensation, Cuyahoga County Common Pleas Case No. CV 13814017;

WHEREAS, in researching eligible plaintiffs for participation in the above referenced class action lawsuit, the Law Offices of Bashein & Bashein Company, LPA, determined that Bazetta Township is a potential member of the putative class of public employers seeking a refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation who are listed as Named Plaintiffs with the City of Parma, Ohio, in the above referenced class action lawsuit, Cuyahoga County Common Pleas Case No. CV 13814017;

WHEREAS, following that determination, the Law Offices of Bashein & Bashein Company, LPA contacted the Bazetta Township Road Superintendent in October, 2014, regarding participation in the above referenced class action lawsuit, Cuyahoga County Common Pleas Case No. CV 13814017;

WHEREAS, the Bazetta Township Board of Trustees has determined that it is in the best interest of the township to participate as a member of the putative class of public employers seeking refund of Workers Compensation premium overcharges, charged by the Ohio Department of Workers Compensation in the above referenced class action lawsuit as a Named Plaintiff;

WHEREAS, the Law Offices of Bashein & Bashein Company, LPA, has requested that the Township enter into an Attorney Client Agreement for its participation in the above referenced class action lawsuit;

WHEREAS, the Attorney Client Agreement provided by Law Offices of Bashein & Bashein Company, LPA, is a standard form contingency fee agreement that outlines the terms of the representation provided to the township as a member of the class action lawsuit, including: the amount the attorneys are entitled to from the gross recovery resulting from the class action lawsuit, that fees paid to the attorneys must be approved by the court upon settlement or successful litigation of the matter, and how the attorneys involved are splitting the percentage between them based upon the amount of work they will perform.

WHEREAS, as a result of participation in the class action lawsuit, and entering into the Attorney Client Agreement with the Law Offices of Bashein & Bashein Company, LPA, the Township will not be responsible for the payment of any expenses advanced for the prosecution of the claim and these expenses will be reimbursed to the attorneys handling the class action out of settlement proceeds, if any, the class action members are paid their settlement portion, with the expenses prorated among all of the named plaintiffs.

THEREFORE BE IT RESOLVED THAT, the Board of Trustees of Bazetta Township, be and hereby is duly authorized to participate as a member of the putative class of public employers represented in the above referenced class action lawsuit as a Named Plaintiff seeking refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation;

THEREFORE BE IT FURTHER RESOLVED that the Board of Trustees be and hereby is authorized to enter into and execute the Attorney Client Agreement provided by Law Offices of Bashein & Bashein Company, LPA

THEREFORE BE IT FURTHER RESOLVED that the Board of Trustees and its designees, agents and/or representatives be and hereby are duly authorized to prepare, execute, and submit any and all necessary documentation to participate as members of the putative class of public employer named plaintiffs in the above referenced class action lawsuit.

_____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Roll call vote:

Mr. Paul Hovis _____

Mr. Frank Parke _____

Mr. Ted Webb _____

ADOPTED this _____ day of _____, 2015.

Attest:

Board of Trustees
Bazetta Township
Trumbull County, Ohio

Fiscal Officer

Paul Hovis, Trustee

Frank W. Parke, Trustee

Ted Webb, Trustee

AUTHENTICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution duly passed by this Board of Trustees in session this _____ day of _____, 2015 and filed with the Bazetta Township Fiscal Officer.

Rita Drew
Bazetta Township Fiscal Officer

Agenda Item Fire Department

Fri 2/13/2015 11:31 AM

From: Dennis Lewis, OFE, OFC

To: Trustee, Rita K. Drew

Cc: Joel Davis



Trustees and Fiscal Officer Drew,

I am requesting an expenditure of \$105,120 to CDW to purchase 54 computers for the regional fema grant that was awarded.

I am also requesting \$4,800 to purchase 54 vehicle charges from CDW for the regional fema grant that was awarded.

The total cost of the for the computers is \$116,800.00 the fire departments participating in the grant pay 10% of this bill and will be directly billed to them.

The total cost of the vehicle charges is \$5,400 the fire departments participating in the grant pay 10% of this bill and will be directly billed to them.

I will request the money from FEMA prior to us paying the bill of \$105,120.00 and \$4,800 dollars. We will not pay the bill until we have recieved the money from FEMA.

Joel, if you could give Rita the exact company name that would be great. Thanks

Professionally,

Dennis K. Lewis, OFE, OFC
Fire Chief

Bazetta Township
773 Everett-Huil Road
Cortland, OH 44410
330-637-4136 (phone)
330-638-5382 (phone)
330-638-4193 (fax)
dlewis@bazettatwp.org

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
112 Fires in structure other than in a building	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	62	68.88%	\$0	0.00%
322 Motor vehicle accident with injuries	4	4.44%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	9	10.00%	\$0	0.00%
	<u>75</u>	<u>83.33%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	3	3.33%	\$0	0.00%
554 Assist invalid	1	1.11%	\$0	0.00%
	<u>4</u>	<u>4.44%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	4	4.44%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	3.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.11%	\$0	0.00%
	<u>8</u>	<u>8.88%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
745 Alarm system activation, no fire -	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 90

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
 and District = "13 " and Alarm Time Between
 "12:00:00 and" And "20:00:00 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	19	90.47%	\$0	0.00%
	<u>19</u>	<u>90.47%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	1	4.76%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	4.76%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 21

Total Est Loss:

\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
 and District = "13 " and Alarm Time Not
 Between "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	18	60.00%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.33%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	13.33%	\$0	0.00%
	<u>23</u>	<u>76.66%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	2	6.66%	\$0	0.00%
554 Assist invalid	1	3.33%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	1	3.33%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	3.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	3.33%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
745 Alarm system activation, no fire -	1	3.33%	\$0	0.00%
	<u>1</u>	<u>3.33%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	30		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
 and District = "11 " and Alarm Time Between
 "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	9	64.28%	\$0	0.00%
322 Motor vehicle accident with injuries	1	7.14%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	7.14%	\$0	0.00%
	<u>11</u>	<u>78.57%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	14		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
 and District = "11 " and Alarm Time Not
 Between "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	13	72.22%	\$0	0.00%
322 Motor vehicle accident with injuries	1	5.55%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	16.66%	\$0	0.00%
	<u>17</u>	<u>94.44%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	1	5.55%	\$0	0.00%
	<u>1</u>	<u>5.55%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	18		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
and District = "11 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	22	68.75%	\$0	0.00%
322 Motor vehicle accident with injuries	2	6.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	12.50%	\$0	0.00%
	<u>28</u>	<u>87.50%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	2	6.25%	\$0	0.00%
	<u>2</u>	<u>6.25%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	32		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}
and District = "13 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	37	72.54%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.96%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	7.84%	\$0	0.00%
	<u>42</u>	<u>82.35%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	2	3.92%	\$0	0.00%
554 Assist invalid	1	1.96%	\$0	0.00%
	<u>3</u>	<u>5.88%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	2	3.92%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	2	3.92%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.96%	\$0	0.00%
	<u>5</u>	<u>9.80%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
745 Alarm system activation, no fire -	1	1.96%	\$0	0.00%
	<u>1</u>	<u>1.96%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	51		Total Est Loss:	\$0

BAZETTA

Inspections by Type

Date Completed Between {01/01/2015} And
{01/31/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
01/08/2015	10:08	ANOT01 Bradley's Professional Pressure Wash 2332 CADWALLADER SONK RD NE	0.25	
01/08/2015	10:33	MARK01 MARK THOMAS FORD 3098 ELM RD NE	0.16	
Total Activities for Type: 2			0.41	

Grand Total Activities: 2 Grand Totals: 0.41 0.00

BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}

Type of Aid	Count
STA. 12 CORTLAND FIRE DEPARTMENT	
Automatic aid received	1
Mutual aid given	1
	<hr/>
	2
STA. 30 HOWLAND	
Mutual aid given	1
	<hr/>
	1
STA. 77 TRUMBULL COUNTY HAZ MAT TEAM	
Mutual aid received	1
	<hr/>
	1

Police Agenda Tuesday February 17, 2015

Fri: 2/13/2015 1:42 PM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

Attached is the agenda for the police department

1. To hire Officer Jake Abbott effective March 1, 2015 as a full-time officer.
2. To sell 2 no longer needed police vehicles from police department fleet at either Odessa Mercer Auto Auction or Akron Auto Auction
 - A) 2004 Ford Crown Victoria Vin#2FAFP71W34X157603
 - B) 2008 Ford Crown Victoria Vin#2FAFP71V08X107464
3. To sell the listed vehicles from the impound lot as listed that the township has no use for
 - A) 2004 Chevy Malibu Vin#1G1ZT5284F123342
 - B) 1996 Cadillac Vin#1G6KD52Y1TU308047

P.S. DON'T FORGET ABOUT SWEARING IN NEW OFFICER AT MEETING!!! Thank you!!!

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Rita

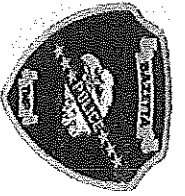


January 2015 Bazetta Police Department Activity

Published Date: February 4, 2015

Activity	Total
Calls for Service	423
Incident Reports Filed	100
Traffic Crash Investigations	18
Number of Persons Arrested	42
Traffic Offenses	58
Traffic Citations Issued	48
Vehicle Miles Traveled	11,116.10
Office Contacts	189

Numbers are subject to change due to report status and other circumstances



Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423												423
Incidents Filed	100												100
Traffic Crash Investigations	18												18
Number of Persons Arrested	42												42
Traffic Offenses	58												58
Miles Travel	11,116.1												11,116.1

*Some Statistics may have been updated

** Numbers published as of February 4, 2015 subject to change

**COS Stats provided by the 911 center may not reflect actual #'s

**Numbers updated on February 4, 2015

Bazetta Township Police Department

Year to Date Analysis January 2014 Comparison to January 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



↑↓Percentage Difference
from 2014 to 2015

	January 2014	January 2015	
Calls for Service	476	423	-11.13%
Incidents Filed	119	100	-15.97%
Traffic Crash Investigations	12	18	50%
Number of Persons Arrested	48	42	-12.5%
Traffic Offenses	74	58	-21.62%
Miles Traveled	13053.8	11116.1	-14.84%

Numbers published as of February 4 2015 – subject to change. Numbers updated on 2/5/2015