

# BAZETTA TOWNSHIP TRUSTEES

## SPECIAL MEETING MINUTES

Date: FEBRUARY 7, 2018 at 4:00 pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:

Vice Chairman Trustee Paul Hovis  
Trustee Frank Parke  
Chairman Trustee Ted Webb  
Administrative Secretary Robyn Metheny

**043-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and Liberty Township effective February 10, 2018*

**Motion:** Trustee Parke

**Second** Trustee Hovis

**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**044-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and Mecca Township effective February 10, 2018*

**Motion:** Trustee Hovis

**Second** Trustee Parke

**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**045-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and Newton Falls Joint Fire District effective February 10, 2018*

**Motion:** Trustee Parke

**Second** Trustee Hovis

**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**046-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and the Village of Lordstown effective February 10, 2018*

**Motion:** Trustee Hovis

**Second** Trustee Parke

**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**047-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and Milton Township effective February 10, 2018*

**Motion:** Trustee Parke  
**Second** Trustee Hovis  
**Vote:** Trustee Hovis - Yes    Trustee Parke - Yes    Trustee Webb - Yes

**048-18** To approve the attached *Resolution to Terminate the IT Services Cooperative Agency Use Agreement entered into by Bazetta Township and Weathersfield Township effective February 10, 2018*

**Motion:** Trustee Hovis  
**Second** Trustee Parke  
**Vote:** Trustee Hovis - Yes    Trustee Parke - Yes    Trustee Webb - Yes

**049-18** To accept the resignation of IT Specialist Joel Davis dated Monday, January 29, 2018 with the effective date of Friday, February 9, 2018

**Motion:** Trustee Parke  
**Second** Trustee Hovis  
**Vote:** Trustee Hovis - Yes    Trustee Parke - Yes    Trustee Webb - Yes

**050-18** To accept the *Attached IT Service Agreement between Bazetta Township and Joel E. Davis with the effective date of February 11, 2018*

**Motion:** Trustee Hovis  
**Second** Trustee Parke  
**Vote:** Trustee Hovis - Yes    Trustee Parke - Yes    Trustee Webb - Yes

**051-18** To adjourn the meeting at 4:05pm .

**Motion:** Trustee Parke  
**Second** Trustee Hovis  
**Vote:** Trustee Hovis - Yes    Trustee Parke - Yes    Trustee Webb - Yes

Frank W. Parke  
Attested by:

Date 2-13-18

Ted Webb  
Approved by: Chairman Trustee Ted Webb

Date: 2/13/18

**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township ("Bazetta"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, Mecca Township ("Mecca"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Mecca previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 7th day of March 2017 and terminating on the 6th day of March 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Mecca pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Mecca is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Mecca had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement, that the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.
2. That each party's obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All obligations of the parties up to and through the date of termination shall remain in effect.

Trustee HOVIS moved for the adoption of the Resolution.

Trustee PARKE seconded the motion.

Paul Hovis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Frank Parke	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Theodore Webb	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

BAZETTA TOWNSHIP

Frank W. Parke  
Trustee

Paul Hovis  
Trustee

Theodore Webb  
Trustee

MECCA TOWNSHIP

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Trustee

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Trustee

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Trustee

**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township ("Bazetta"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, Liberty Township ("Liberty"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Liberty previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 21st day of March 2017 and terminating on the 20th day of February 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Liberty pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Liberty is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Liberty had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement, that the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.
2. That each party's obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All

obligations of the parties up to and through the date of termination shall remain in effect.

Trustee PARKE moved for the adoption of the Resolution.

Trustee Hovis seconded the motion.

Paul Hovis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Frank Parke	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Theodore Webb	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

BAZETTA TOWNSHIP

Frank W. Parke  
Trustee

Paul Hovis  
Trustee

Theodore Webb  
Trustee

LIBERTY TOWNSHIP

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Trustee

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Trustee

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Trustee



**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township ("Bazetta"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, the Newton Falls (NF) Joint Fire District ("the District"), Trumbull County, Ohio, is a joint fire district created and operating pursuant to R.C. §505.371 of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Newton Falls Joint Fire District previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 16th day of March 2017 and terminating on the 15th day of March 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Newton Falls Joint Fire District pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Newton Falls Joint Fire District is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Newton Falls Joint Fire District had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement, that the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

2. That each party's obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All obligations of the parties up to and through the date of termination shall remain in effect.

Trustee PARKE moved for the adoption of the Resolution.

Trustee HOVIS seconded the motion.

Paul Hovis	<u>X</u>	Yes	<u>      </u>	No
Frank Parke	<u>X</u>	Yes	<u>      </u>	No
Theodore Webb	<u>X</u>	Yes	<u>      </u>	No

BAZETTA TOWNSHIP

Frank W. Parke  
Trustee

Paul Hovis  
Trustee

Theodore Webb  
Trustee

NF JOINT FIRE DISTRICT

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Trustee

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Trustee

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Trustee

NOTE: This Joint Resolution was prepared by David C. Comstock, Jr., who serves as legal counsel for both parties. By signing this resolution, each party has agreed to waive any conflict of interest that it might have. In addition, each party has been advised to seek an independent review of the document by additional legal counsel.

**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township ("Bazetta"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, Milton Township ("Milton"), Mahoning County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Milton previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 1st day of April 2017 and terminating on the 31st day of March 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Milton pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Milton is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Milton had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.
2. That each party's obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All obligations of the parties up to and through the date of termination shall remain in effect.

Trustee PARKE moved for the adoption of the Resolution.

Trustee Hovis seconded the motion.

Paul Hovis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Frank Parke	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Theodore Webb	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

BAZETTA TOWNSHIP

Frank W Parke  
Trustee

Paul Hovis  
Trustee

Theodore Webb  
Trustee

MILTON TOWNSHIP

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Trustee

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Trustee

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Trustee

**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township (“Bazetta”), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, Weathersfield Township (“Weathersfield”), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Weathersfield previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 2nd day of June 2017 and terminating on the 1st day of June 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Weathersfield pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Weathersfield is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Weathersfield had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement, that the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.
2. That each party’s obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All

obligations of the parties up to and through the date of termination shall remain in effect.

Trustee HOVIS moved for the adoption of the Resolution.

Trustee PARKE seconded the motion.

Paul Hovis	<u>X</u>	Yes	<u>    </u>	No
Frank Parke	<u>X</u>	Yes	<u>    </u>	No
Theodore Webb	<u>X</u>	Yes	<u>    </u>	No

BAZETTA TOWNSHIP

Frank W Parke  
Trustee

Paul Hovis  
Trustee

Theodore Webb  
Trustee



WEATHERSFIELD TOWNSHIP

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Trustee

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Trustee

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Trustee

**JOINT RESOLUTION TERMINATING IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

WHEREAS, Bazetta Township ("Bazetta"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, the Village of Lordstown ("Lordstown"), Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title VII of the Ohio Revised Code;

WHEREAS, political subdivisions have a right to contract with each other for the provision of goods and services;

WHEREAS, Bazetta and Lordstown previously entered into an agreement for an IT Services Cooperative Agency Use Agreement for the provision and use of IT related services and products;

WHEREAS, the term of the agreement was for a period of one year, commencing on the 3rd day of March 2017 and terminating on the 2nd day of March 2018;

WHEREAS, the individual primarily responsible for the provision of the services on behalf of Bazetta is Joel Davis;

WHEREAS, Mr. Davis has expressed his desire to terminate his employer/employee relationship with Bazetta and wishes to continue services as an independent contractor to Bazetta;

WHEREAS, the Bazetta is no longer able to provide IT services to Lordstown pursuant to the agreement, and is requesting that the agreement be terminated February 10, 2018;

WHEREAS, Lordstown is willing to terminate the agreement on the basis that it will enter into a service agreement with Mr. Davis and will receive the same or similar services for the same price to which Lordstown had paid for services to Bazetta.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement, that the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

THEREFORE, BE IT RESOLVED by the parties, by mutual agreement:

1. That the IT Services Cooperative Agency Use Agreement entered into by the parties as referenced above shall be terminated effective February 10, 2018.

2. That each party's obligations to the other shall cease as of that date and no further contractual obligations shall be incurred by either party thereafter. All obligations of the parties up to and through the date of termination shall remain in effect.

Trustee   Hovis   moved for the adoption of the Resolution.

Trustee   Parke   seconded the motion.

Paul Hovis	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Frank Parke	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Theodore Webb	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

BAZETTA TOWNSHIP

<u>Frank W. Parke</u>	Trustee
<u>Paul Hovis</u>	Trustee
<u>Theodore Webb</u>	Trustee

VILLAGE OF LORDSTOWN

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Mayor

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Council President

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Legal Counsel

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**BAZETTA TOWNSHIP  
TRUMBULL COUNTY, OHIO**

**IT SERVICES AGREEMENT**

This agreement is made this 7 day of February 2018, by and between Bazetta Township (hereinafter "Township"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Joel E. Davis ("JED"), whose address is 3031 Fallehn Drive, Cortland, Ohio 44410.

**I. RECITALS**

WHEREAS, Bazetta Township, Trumbull County, Ohio, is a political subdivision created and operating pursuant to Title V of the Ohio Revised Code;

WHEREAS, Joel E. Davis is an individual who is a resident of Trumbull County, Ohio.;

WHEREAS, the parties wish to enter into an agreement for the provision and use of IT and other related services within and to Bazetta Township by JED for 2018.

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

**1. Term**

This Agreement shall commence on February 11, 2018 and shall continue until it terminates at 11:59 p.m. on December 31, 2018. 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:**

JED shall provide the following services to the Township, including but not limited to: planning, managing, maintenance and operation of the Township's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and

repair of all of the Township's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for the Township's needs and requirements; integration of such products with the Township's organizational needs and infrastructure; reasonable repair and maintenance of the Township's printers; provision of a secure and effective environment that supports the activities of the Township's computer users; programming as needed to connect existing components (scripting) of the Township's server and system, data storage and any and all other applicable Information Technology requirements of the Township.

A more detailed listing of the scope of JED's service to the Township is attached to this agreement as Exhibit A.

**3. Time Requirements:**

JED agrees to furnish the Township with consulting services as required and as mutually agreed upon in advance by the parties. Time Requirements will include emergency call outs to provide services to the Township that may require an immediate response. JED shall be reasonably available for emergency call outs as soon thereafter as is practicable. In addition, JED shall make arrangements for a substitute IT professional to cover the services and any emergency call outs that may occur when JED is unavailable.

Provided, however, that although JED will do his best to provide and schedule IT Services under this agreement at the times requested and convenient to the Township, due to the fact that such services may be utilized by two or more clients, JED reserves the right, at his sole discretion, to prioritize and schedule services to the Township, in a manner which maximizes and best meets the needs of all of JED's clients.

**4. Compensation and Terms:**

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00 A.M. to 4:00 P.M. (Holidays excluded), JED will charge the Township an hourly rate of \$60.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$80.00, per hour.

JED shall present an invoice to the Township each month for all services performed and expenses advanced by JED pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice. In the event that the invoice is not timely paid, the Township agrees to pay a service fee equal to 10% of the outstanding amount each month which will be added to the bill.

**5. Expenses**

The Township shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of JED, and approved in advance by the Township.

The Township shall pay all expenses reasonably incurred and/or advanced by JED 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 Township's infrastructure system. JED 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. JED shall treat as confidential and shall not disclose or use for the benefit of JED, or any person or entity other than the

Township, any and all information made available or disclosed to JED as a result of or related to this Agreement. Provided however, that JED 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 Township, but otherwise JED shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all the Township's records, information and data.

**7. Rights and Licenses.**

- A. JED hereby grants to the Township and the Township hereby accepts all proprietary right, title, and interest of JED in and to any software, documentation, and information produced or created by or for JED in the performance of the work or the rendition of services under this Agreement.
- B. JED hereby grants to the Township, and the Township 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 for JED as a result of the performance of work or this rendition of services under this Agreement, but included in said work or services, provided JED holds copyright to said software, documentation or information.
- C. JED may utilize publicly distributed software, documentation, and information within the solutions provided to the Township 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:**

JED is retained by the Township solely for the purposes and to the extent set forth in this Agreement, and JED's relationship to the Township shall during the term of this Agreement be that of an Independent Contractor. JED is not entitled to collect employee benefits, including,



but not limited to, workers' compensation, unemployment, or any other fringe benefits provided to employees of the Township.

**9. Liability Insurance**

JED shall provide proof of liability insurance that will provide coverage for damages to person or property, including electronic damage, as a result of any acts or omissions by him. The liability coverage shall be in an amount satisfactory to the Township and as agreed to by the parties.

**10. Workers' Compensation**

JED shall procure workers' compensation coverage which would provide coverage to him or any of his employees that provide services to the Township. Proof of such coverage shall be presented to the Township upon request.

**11. Waiver, Modification, or Cancellation:**

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

**12. Assignment:**

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Notwithstanding this limitation, the parties agree that JED may assign his duties and obligations under this agreement to JED Services, LLC upon notice to the Township. Any other attempt to assign or transfer any rights, duties, or obligations of this Agreement shall render such attempted assignment or transfer null and void.

**13. Hold Harmless Agreement**

JED, his representatives, employees, subcontractors, and/or agents hereby agree to indemnify and hold harmless the Township from any and all claims, causes of action, and/or

damages arising from JED's negligent acts and/or omissions in the performance of his duties under this agreement.

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

If JED will have access to and will be required to provide service to LEADS equipment, JED and any of his employees consent to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). JED must be approved by LEADS and be LEADS certified prior to his exposure to the agency equipment and/or data.

JED shall complete and execute all necessary forms and documentation to allow the Township to access the background information of his employee(s) performing the IT work for the Township and application for LEADS certification. JED's signature below hereby acknowledges his consent to said background checks.

**15. Township's Requirements:**

Representatives, employees, subcontractor, and/or agents of JED, 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 pre-employment drug screening test. JED shall make himself, and any of his employees, subcontractors or agents available for testing prior to the commencement of any work for the Township.

**16. 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 affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**17. Non-Hiring:**

The Township hereby agrees not to hire, during the time period of this agreement and for a period of at least one year thereafter, any employee, agent, representative, or subcontractor of JED that performs any services to the Township as part of this Agreement. The Township shall not hire said employee, agent, representative or subcontractor as either an employee, agent, representative or subcontractor. In the event the Township violates this provision, JED may seek injunctive relief and damages against the Township.

**18. Inability to Provide Services:**

The Township or JED may terminate this Agreement at any time should JED not be able to fulfill his obligations under the Agreement due to his death, disability, or such other circumstances beyond his control which prohibit him from fulfilling his contractual obligations. In the event that such a condition occurs, the parties seeking to terminate services shall give notice to the other and the parties shall attempt to meet to determine whether the Agreement shall be terminated. If the parties cannot agree, the Court of Common Pleas of Trumbull County, Ohio shall be asked to judicially determine whether or not JED is able to fulfill his contractual obligations.


**19. Governing Law:**

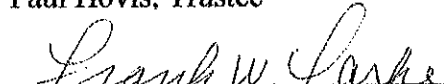
This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

**20. Right to Review:**

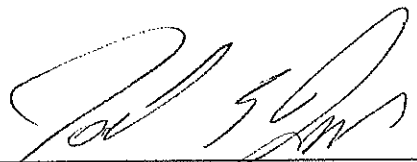
Joel Davis acknowledges that this agreement was prepared by David C. Comstock, Jr., legal counsel for Bazetta Township. By signing this agreement, Joel Davis acknowledges that he has had the opportunity to review this document with legal counsel of his own choosing.

**BAZETTA TOWNSHIP**

  
\_\_\_\_\_  
Paul Hovis, Trustee

  
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Frank W. Parké, Trustee

  
\_\_\_\_\_  
Theodore J. Webb, Trustee

  
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Joel Davis