

October 31, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (1)

Approve Out of County Travel - EMA
Approve Out of County Travel – Water & Sewer

Rescind Resolution (866-2022) – ARPA Grant – County Auditor’s Department

Approve Agreement – ARPA Grant – Engineer’s Office
Approve Agreement – ARPA – Tuscarawas County Pony League, Inc
Approve Agreement – ARPA Grant - CSEA

Approve Allocations – Local Fiscal Recovery Fund

Establish Fund – Local Assistance & Tribal Consistency Fund – Auditor

Re-Appointment – Revolving Loan Fund Program – Wolf

Approve Construction Contract – Mineral City South High Ext. – Palmer & Son Excavating, Ltd.

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 31ST DAY OF OCTOBER, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Al Landis

Commissioner Kerry Metzger presiding.

NOTE: Chris Abbuhl was absent.

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

RESOLUTION (922-2022) APPROVE MINUTES

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the minutes from the October 26, 2022 meeting as written.

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

RESOLUTION (923-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Supreme Court Technology Grant	E-1810-T035-T20	E-1811-T035-T32	\$150,000.00	Supreme Court Technology Grant for upgrade to case management system
JFS	E-0440-1018-100	E-0310-1000-1006	\$300,000.00	Pay for estimated foster care services costs for the month of November

Issue Two Grants	E-1380-Q099-Q20	E-1380-Q099-Q01	\$92,645.64	Record budgetary activity for OPWC CU29Y (Waterworks Hill road slip repair) to Beaver Excavating in amount of \$92,645.64 paid 10-6-22 Disbursements are made directly by Ohio Public Works Commission to Vendors – County is required to budget for this activity and reflect it on the financial records
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VOTE: Chris Abbuhl, absent;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: Commissioner Metzger announced Commissioner Abbuhl was absent from meeting due to attending a mediation with the legal team concerning the Waterworks Hill Road slippage.

RESOLUTION (924-2022) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-0210-A004-B18	E-0210-A004-B11	\$5,000.00	Needed to finish out the year 2022 for maintenance supplies

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

RESOLUTION (925-2022) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following travel request as submitted by Alex McCarthy, EMA Director:

DATE: November 3, 2022
LOCATION: Salt Fork State Park Lodge
ATTENDEES: Alex McCarthy, Noah Porter & Jennifer James
USING COUNTY VEHICLE: Yes (90 miles round trip)
EXPENSE: \$0.00

REASON: The Army Corps is doing an exercise involving the dams along the lower Tuscarawas River and have asked us to participate, as emergencies at these dams would impact several communities in Southern Tuscarawas County.

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

RESOLUTION (926-2022) OUT OF COUNTY TRAVEL – WATER & SEWER

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following travel request as submitted by Michael Jones, Sanitary Engineer:

DATE: December 8-9, 2022
LOCATION: Columbus, OH
ATTENDEES: Michael Jones
USING COUNTY VEHICLE: No
EXPENSE: Approximately \$412.00
Registration = \$100
Hotel = \$292
Parking = \$20

REASON: CSEAO Winter Conference

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

RESOLUTION (927-2022) RESCIND RESOLUTION (866-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – COUNTY AUDITOR’S DEPARTMENT

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to rescind RESOLUTION (866-2022) Agreement – American Rescue Plan Act Grant – Auditor’s Department due to typo in resolution. The resolution should have read Engineer’s Office, not County Auditor’s Department. A new resolution will follow.

**COMMISSIONER’S JOURNAL 85
OCTOBER 12, 2022**

RESOLUTION (866-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – COUNTY AUDITOR’S DEPARTMENT

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the County Auditor’s Department in the amount of \$1,241,713.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

(“Agreement”) is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio (“County”), and the **COUNTY AUDITOR’S DEPARTMENT**, a department of the County (“Grantee Department”) and the **TUSCARAWAS COUNTY ENGINEER’S DEPARTMENT**, a department of the County (“Recipient Department”). Grantee Department and Recipient Department are sometimes individually referred to as “Party” and collectively as “Parties.”

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 (“ARPA”); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding, through the Grantee Department to the Recipient Department to assist with remediating the implications of COVID-19 on Tuscarawas County; and,

WHEREAS, Department Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant (“County Grant”) in the amount of One Million Two Hundred Forty-one Thousand, Seven Hundred Thirteen Dollars and Zero Cents (\$1,241,713); and,

WHEREAS, The County believes it is in its best interest to award Recipient Department a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Department Recipient agree as follows:

ARTICLE 1. RECIPIENT DEPARTMENT.

Tuscarawas County Engineer’s Department.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the “Project Consultant”) to Department Recipient. The Project Consultant shall act as Recipient Department’s contact at the County and Department Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement.

The Project Consultant will coordinate with the County's internal team to resolve Recipient Departments questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient Department a County Grant in an amount not to exceed one million two hundred forty-one thousand, seven hundred thirteen dollars (\$1,241,713) ("Grant Amount"). Recipient Department shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall distribute to vendors directly as they are incurred for expenditures in a reasonable timeframe.

Recipient Department hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by the Recipient Department in an amount which exceeds the Grant Amount, shall be the sole responsibility of Recipient Department to use other funding sources.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Department's application for the County Grant, Recipient Department has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient Department shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 9.

If Recipient Department needs to procure materials or services, Recipient Department shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient Department has any questions regarding the procurement requirements, Recipient Department shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Department acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient Department is not permitted to use the County Grant on, and if Recipient Department expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Department shall affirmatively reach out to the County Auditor's Office and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Department understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient Department shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County Auditor's Office and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the

"Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County Auditor's Office and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient Department shall provide such documentation within seven (7) days. If Recipient Department's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. SPECIFIC CONDITIONS.

- A. Recipient Department shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient Department shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

- B. If it becomes necessary for review, audit, or verification purposes, Recipient Department shall allow County to inspect applicable, confidential records.
- C. Recipient Department agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 9. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient Department's assets is appointed by a court of competent jurisdiction.
2. Recipient Department is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Department's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient Department to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Department's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient Department desires to terminate this Agreement.
6. If Recipient Department defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Department hereunder, Recipient Department shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Department shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 10. INDEMNIFICATION.

Recipient Department shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient Department, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient Department's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Department shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 12. POLITICAL CONTRIBUTIONS.

Recipient Department affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 13. RECORDS AND RETENTION.

Recipient Department shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient Department will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient Department shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient Department shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient Department and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient Department concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient Department shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 14. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient Department represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient Department further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent via email.
- H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY
ENGINEER'S DEPARTMENT

By: Joseph Bachman

Print Name: Joseph Bachman

Its: County Engineer

TUSCARAWAS COUNTY, OHIO
COUNTY AUDITOR'S DEPARTMENT

By: Larry Lindquist

Print Name: Larry Lindquist

Its: Auditor

TUSCARAWAS COUNTY, OHIO

Meghan J. Judd CFA
County Consultant

Date 10/10/2022

APPROVED AS TO FORM AND
CORRECTNESS:

Robert Stephenson II
Robert Stephenson II, Assistant Prosecuting
Attorney

APPROVED BY THE BOARD OF
COMMISSIONERS OF TUSCARAWAS
COUNTY, OHIO:

October 12, 2022

Journal 85 Pg. 649

Chris Alford
Commissioner of Tuscarawas County

Date 10/12/2022

Kenny Metzger
Commissioner of Tuscarawas County

Date 10/12/2022

Al Lardis
Commissioner of Tuscarawas County

Date 10/12/2022

EXHIBIT A

PROJECT ACTIVITIES

This project is for the reprofiling of approximately 15.3 miles of roadway in Tuscarawas County. These roadways are "out of profile" due to years of heavy truck traffic and Amish buggies. Upon heavy use, the roadways sustain damage due to settlement and surface stripping. As roadways are patched repeatedly, the surface becomes uneven, creating high and low profile areas. This results in hazardous conditions for the traveling public. It has been 17 to 18 years since these roads have been paved.

EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from Identified vendor	<ul style="list-style-type: none"> Select the vendor of your choice SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> Contact three qualified vendors to provide quotes Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> Prepare RFP or RFQ documents Must receive at least three responses from qualified vendors Select the "lowest and best" bid - work with your consultant, if you are unsure Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding. For additional procurement specifications, see the County's Procurement Policy for further information.

**EXHIBIT C
ELIGIBLE EXPENDITURE**

ELIGIBLE EXPENDITURES:
Per the US Treasury Guidelines and Recipient Department's application, the County Grant may only be used for the following purposes:

- Construction costs for the reprofiling of approximately 15.3 miles of roadway in Tuscarawas County

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

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

RESOLUTION (928-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – ENGINEER'S OFFICE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Engineer's Office in the amount of \$1,241,713.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio ("County"), and the **COUNTY AUDITOR'S DEPARTMENT**, a department of the County ("Grantee Department") and the **TUSCARAWAS COUNTY ENGINEER'S DEPARTMENT**, a department of the County ("Recipient Department"). Grantee Department and Recipient Department are sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding, through the Grantee Department to the Recipient Department to assist with remediating the implications of COVID-19 on Tuscarawas County; and,

WHEREAS, Department Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of One Million Two Hundred Forty-one Thousand, Seven Hundred Thirteen Dollars and Zero Cents (\$1,241,713); and,

WHEREAS, The County believes it is in its best interest to award Recipient Department a County Grant.

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ARTICLE 1. RECIPIENT DEPARTMENT.

Tuscarawas County Engineer's Department.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Department Recipient. The Project Consultant shall act as Recipient Department's contact at the County and Department Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement.

The Project Consultant will coordinate with the County's internal team to resolve Recipient Departments questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

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ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Department's application for the County Grant, Recipient Department has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient Department shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 9.

If Recipient Department needs to procure materials or services, Recipient Department shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient Department has any questions regarding the procurement requirements, Recipient Department shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Department acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient Department is not permitted to use the County Grant on, and if Recipient Department expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Department shall affirmatively reach out to the County Auditor's Office and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Department understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient Department shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County Auditor's Office and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the

"Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County Auditor's Office and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient Department shall provide such documentation within seven (7) days. If Recipient Department's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. SPECIFIC CONDITIONS.

A. Recipient Department shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient Department shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

- B. If it becomes necessary for review, audit, or verification purposes, Recipient Department shall allow County to inspect applicable, confidential records.
- C. Recipient Department agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 9. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient Department's assets is appointed by a court of competent jurisdiction.
2. Recipient Department is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Department's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient Department to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Department's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient Department desires to terminate this Agreement.
6. If Recipient Department defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Department hereunder, Recipient Department shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Department shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 10. INDEMNIFICATION.

Recipient Department shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient Department, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient Department's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Department shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 12. POLITICAL CONTRIBUTIONS.

Recipient Department affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 13. RECORDS AND RETENTION.

Recipient Department shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient Department will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient Department shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient Department shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient Department and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient Department concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient Department shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 14. GENERAL PROVISIONS.

- A. Conflict of Interest. Recipient Department represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient Department further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. Waiver. A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent via email.
- H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY
ENGINEER'S DEPARTMENT

By: Joseph Bachman

Print Name: Joseph Bachman

Its: County Engineer

TUSCARAWAS COUNTY, OHIO
COUNTY AUDITOR'S DEPARTMENT

By: Larry Linn

Print Name: Larry Linn

Its: Auditor

TUSCARAWAS COUNTY, OHIO

Meghan Juddie CAA
County Consultant

Date 10/10/2022

APPROVED AS TO FORM AND
CORRECTNESS:

Robert Stephenson II
Robert Stephenson II, Assistant Prosecuting
Attorney

APPROVED BY THE BOARD OF
COMMISSIONERS OF TUSCARAWAS
COUNTY, OHIO:

October 31, 2022
Journal 85 Pg. 765

Kerry Metzger
Commissioner of Tuscarawas County

Date Oct 31, 2022

Chris Abuhl - Absent
Commissioner of Tuscarawas County

Date 10/31/2022

Al Landis
Commissioner of Tuscarawas County

Date 10/31/22

EXHIBIT A

PROJECT ACTIVITIES

This project is for the reprofiling of approximately 15.3 miles of roadway in Tuscarawas County. These roadways are "out of profile" due to years of heavy truck traffic and Amish buggies. Upon heavy use, the roadways sustain damage due to settlement and surface stripping. As roadways are patched repeatedly, the surface becomes uneven, creating high and low profile areas. This results in hazardous conditions for the traveling public. It has been 17 to 18 years since these roads have been paved.

EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from Identified vendor	<ul style="list-style-type: none"> Select the vendor of your choice SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> Contact three qualified vendors to provide quotes Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> Prepare RFP or RFQ documents Must receive at least three responses from qualified vendors Select the "lowest and best" bid - work with your consultant, if you are unsure Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding. For additional procurement specifications, see the County's Procurement Policy for further information.

EXHIBIT C

ELIGIBLE EXPENDITURE

ELIGIBLE EXPENDITURES:

Per the US Treasury Guidelines and Recipient Department's application, the County Grant may only be used for the following purposes:

- Construction costs for the reprofiling of approximately 15.3 miles of roadway in Tuscarawas County

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

EXHIBIT D

MONTHLY REPORT FORM

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

RESOLUTION (929-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PONY LEAGUE, INC

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Pony League, Inc in the amount of \$25,000.00:

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT

THIS TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio ("County"), and **TUSCARAWAS COUNTY PONY LEAGUE INC.** ("Recipient").

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding to local non-profit organizations to assist with remediating the implications of COVID-19 on Tuscarawas County and its residents; and,

WHEREAS, Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

The Tuscarawas County Pony League Inc.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Recipient. The Project Consultant shall act as Recipient's contact at the County and Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Recipients questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient a County Grant in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000) ("Grant Amount"). The Grant Amount shall be distributed to on a monthly reimbursement basis. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Recipient for expenditures in a reasonable timeframe.

Recipient hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the County.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient's application for the County Grant, Recipient has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 10.

If Recipient needs to procure materials or services, Recipient shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient has any questions regarding the procurement requirements, Recipient shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient is not permitted to use the County Grant on, and if Recipient expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 10. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING

Recipient understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient or the Recipient's designee shall provide such documentation within seven (7) days. If Recipient or Recipient's designee

fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

- 1) Recipient is duly organized, and validly existing under the laws of the State of Ohio;
- 2) Recipient is properly registered with Tuscarawas County as a vendor;
- 3) Recipient is properly registered at SAM.gov and has an active UEI number;
- 4) Recipient is not disbarred from receiving federal funding;
- 5) Recipient is required to provide their W-9

In the event Recipient's representations under this Article 7 are discovered to be untrue, Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 9. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

B. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow County to inspect applicable, confidential records.

C. Recipient agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 10. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient's assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.
6. If Recipient defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient hereunder, Recipient shall repay to County within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 11. INDEMNIFICATION.

Recipient shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 13. POLITICAL CONTRIBUTIONS.

Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 14. RECORDS AND RETENTION.

Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 15. TAX REPRESENTATION.

Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to Tuscarawas County and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 16. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY PONY LEAGUE INC.

By: Mitch Pace

Print Name: Mitch Pace

Its: President

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFC
County Consultant

10/25/2022
Date

APPROVED AS TO FORM AND CORRECTNESS:

Robert Stephenson II, Assistant Prosecuting Attorney

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

October 31, 2022
Journal 85 Pg. 771

Kerry Metzger
Commissioner of Tuscarawas County
Oct 31, 2022
Date

Chris Abbuhl - Absent
Commissioner of Tuscarawas County
10/31/2022
Date

Al Landis
Commissioner of Tuscarawas County
10/31/22
Date

certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For County: Tuscarawas County Commissioners Office
Tuscarawas County
125 E High Ave,
New Philadelphia, OH 44663

For Recipient: The Tuscarawas County Pony League Inc.
747 Oak St NW
New Philadelphia, OH 44663

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT A

PROJECT ACTIVITIES

The Turf Tuscora Diamond project will consist of three phases. The first phase the ARPA funds will assist project with ARPA related recreation field improvements. The community of New Philadelphia and surrounding communities will benefit from having these field improvements because this is the premier playing location for all of the local area athletes. The project being placed at Tuscora Park will be a staple and will bring visitors from all over to play or watch a baseball game. This will also greatly benefit the players from ages 8U to 18 years of age, local school districts, and local businesses. With a great complex comes big tournaments that will drive business into our county. The weekend tournaments will increase hotel stays, food purchases and other local retail spending.

EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from identified vendor	<ul style="list-style-type: none"> Select the vendor of your choice SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> Contact three qualified vendors to provide quotes Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> Prepare RFP or RFQ documents Must receive at least three responses from qualified vendors Select the "lowest and best" bid - work with your consultant, if you are unsure Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding.

EXHIBIT C

ELIGIBLE EXPENDITURE

ELIGIBLE EXPENDITURES:

Per the US Treasury Guidelines and Recipient's application, the County Grant may only be used for the following purposes:

- ARPA related recreation field improvements

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

EXHIBIT D

MONTHLY REPORT FORM

**TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT OF 2021
ELIGIBLE PROJECT EXPENSES REIMBURSEMENT FORM**

Organization Name: _____
 Street Address: _____
 City/State/Zip: _____
 Project ID: _____

Spreadsheets must be submitted electronically through Sharefile website provided by the County. Spreadsheets alone are not sufficient. Copies of supporting documentation (proof of payment and invoices) of eligible expenditures must be submitted. No payments will be made without adequate supporting documentation.

PROJECT REIMBURSEMENTS								
	Amount	Payment ID/Check Number	Payment/Check Date (MM/DD/YYYY)	Invoice Date (MM/DD/YYYY)	Invoice Number	Vendor Name	Payment Method	Total Disb. for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total								

Page 1

Is this the final project payment? Yes	Project Award Amount
Are all expenses requested for reimbursement in accordance with approved Project Agreement? Yes	Amount Already Received
Date Project Completed (if applicable)	Amount Requested from Above 0.00
	Award Amount Remaining 0.00

VOTE: Chris Abbuhl, absent;
 Kerry Metzger, yes;
 ALL... ..

RESOLUTION (930-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Child Support Enforcement Agency in the amount of \$29,000.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio ("County"), and the **COUNTY COMMISSIONERS**, a department of the County ("Grantee Department") and the **TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY (CSEA) DEPARTMENT**, a department of the County ("Recipient Department"). Grantee Department and Recipient Department are sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding, through the Grantee Department to the Recipient Department to assist with remediating the implications of COVID-19 on Tuscarawas County; and,

WHEREAS, Department Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Twenty-nine Thousand Dollars and Zero Cents (\$29,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient Department a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Department Recipient agree as follows:

ARTICLE 1. RECIPIENT DEPARTMENT.

Tuscarawas County Child Enforcement Agency (CSEA).

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Department Recipient. The Project Consultant shall act as Recipient Department's contact at the County and Department Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement.

The Project Consultant will coordinate with the County's internal team to resolve Recipient Departments questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient Department a County Grant in an amount not to exceed twenty-nine thousand dollars (\$29,000) ("Grant Amount"). Recipient Department shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall distribute to vendors directly as they are incurred for expenditures in a reasonable timeframe.

Recipient Department hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by the Recipient Department in an amount which exceeds the Grant Amount, shall be the sole responsibility of Recipient Department to use other funding sources.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Department's application for the County Grant, Recipient Department has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient Department shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 9.

If Recipient Department needs to procure materials or services, Recipient Department shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient Department has any questions regarding the procurement requirements, Recipient Department shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Department acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient Department is not permitted to use the County Grant on, and if Recipient Department expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Department shall affirmatively reach out to the County Auditor's Office and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Department understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient Department shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County Auditor's Office and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than

August 15th. The Monthly Reports shall be submitted to the County Auditor's Office and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient Department shall provide such documentation within seven (7) days. If Recipient Department's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. SPECIFIC CONDITIONS.

- A. Recipient Department shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient Department shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.
- B. If it becomes necessary for review, audit, or verification purposes, Recipient Department shall allow County to inspect applicable, confidential records.

C. Recipient Department agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 9. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient Department's assets is appointed by a court of competent jurisdiction.
2. Recipient Department is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Department's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient Department to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Department's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient Department desires to terminate this Agreement.
6. If Recipient Department defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Department hereunder, Recipient Department shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Department shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 10. INDEMNIFICATION.

Recipient Department shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient Department, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient Department's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

RS

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Department shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 12. POLITICAL CONTRIBUTIONS.

Recipient Department affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 13. RECORDS AND RETENTION.

Recipient Department shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient Department will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient Department shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient Department shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient Department and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient Department concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient Department shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 14. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient Department represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient Department further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent via email.
- H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

By: [Signature]

Print Name: TRACIA A. PERLY

Its: B

TUSCARAWAS COUNTY, OHIO

[Signature]
County Consultant

Date 10/27/2022

APPROVED AS TO FORM AND CORRECTNESS:

[Signature] 10/31/22
Prosecutors Office

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

October 31, 2022

Journal 85 Pg. 777

[Signature]
Commissioner of Tuscarawas County

Date Oct. 31, 2022

Chris Abuhhl - Absent
Commissioner of Tuscarawas County

Date 10/31/2022

[Signature]
Commissioner of Tuscarawas County

Date 10/31/22

EXHIBIT A

PROJECT ACTIVITIES

This project is for the purchase and installation of touchless front doors and a walk-up payment drop box for the Tuscarawas County Child Support Enforcement Agency building located at 154 2nd Street NE, New Philadelphia, OH 44663.

EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from identified vendor	<ul style="list-style-type: none"> Select the vendor of your choice SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> Contact three qualified vendors to provide quotes Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> Prepare RFP or RFQ documents Must receive at least three responses from qualified vendors Select the "lowest and best" bid - work with your consultant, if you are unsure Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding. For additional procurement specifications, see the County's Procurement Policy for further information.

EXHIBIT C

ELIGIBLE EXPENDITURE

ELIGIBLE EXPENDITURES:

Per the US Treasury Guidelines and Recipient Department's application, the County Grant may only be used for the following purposes:

- The purchase and installation of touchless front doors and a walk-up payment drop box for the Tuscarawas County Child Support Enforcement Agency building located at 154 2nd Street NE, New Philadelphia, OH 44663

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

EXHIBIT D

MONTHLY REPORT FORM

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

RESOLUTION (931-2022) APPROVE ALLOCATIONS – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following allocations from the Local Fiscal Recovery Fund:

Public Health– This expense is an eligible expenditure that fall under the category Section 1 specifically 1.13 (Substance Use Services)

- 1. ADAMHS Board of Tuscarawas and Carroll Counties
 - a. Men’s Residential Treatment Center - \$1,000,000

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

Discussion: *Commissioner Landis stated he feels good about this resolution because it is an important step in Tuscarawas County.*

RESOLUTION (932-2022) ESTABLISH FUND – LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND – AUDITOR

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to establish a fund for the Local Assistance & Tribal Consistency Fund. The purpose of the fund provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdiction’s needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.



To: Tuscarawas County Commissioners
From: Joan Gladman
cc: Larry Lindberg
Date: 10/27/22
Re: New Fund Request

Our office is respectfully requesting to establish a new fund for the Local Assistance & Tribal Consistency Fund.

The purpose of the fund, as well as the sources of revenue and anticipated expenditures associated with the release of Federal Grant monies.

Attached is information retaining to the revenues.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Specifically, the American Rescue Plan reserves \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, and reserves \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023. Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own revenue sources.

For Eligible Revenue Sharing County Governments:

The Local Assistance and Tribal Consistency Fund defines eligible revenue sharing counties to include any county, parish, or borough

- i. that is independent of any other unit of local government; and
- ii. that is the principal provider of government services for the area within its jurisdiction; and
- iii. for which there is a negative revenue impact due to implementation of a Federal program or changes to such program.

The statute also specifically enumerates the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands as eligible revenue sharing counties.

ELIGIBLE USE OF FUNDS

The Local Assistance and Tribal Consistency Fund provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdiction's needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. Recipients should refer to the [Local Assistance and Tribal Consistency Fund guidance](#) for more information on eligible and ineligible uses.

All funds are available to recipients until expended or returned to Treasury.

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

RESOLUTION (933-2022) RE-APPOINTMENT – REVOLVING LOAN FUND (RLF) PROGRAM – WOLF

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the re-appointment of Robert Wolf to the RLF Committee. The term will begin September 1, 2022 and end on August 31, 2025.



October 24, 2022

Tuscarawas County Commissioners
125 E. High Avenue, Room 205
New Philadelphia, OH 44663

RE: Revolving Loan Fund Committee Appointment

Dear Commissioners:

As Administrator of the Revolving Loan Fund (RLF) program, I would like to express my sincere appreciation to the Commission for its participation with our program. To date, the RLF committee has approved 101 projects resulting in the allocation of over \$7.9 million in funding while creating or retaining more than 1,699 full-time equivalent jobs in the OMEGA region. Many of these projects have directly benefited businesses and citizens within Tuscarawas County including the first tenant in the Tuscarawas Regional Technology Park, Gemini Industrial Machine Group.

As a new committee term approaches, it is necessary to reaffirm your present RLF committee member or designate a new representative for the term beginning 09/01/22 and ending 08/31/25. Your current county representative is Mr. Robert Wolf, First National Bank, 330-364-8671. Mr. Wolf has been an active member and a positive asset to the RLF program.

Please note when selecting your representative, the federal guidelines require a majority of the loan committee possess commercial lending experience and represent the private sector. Designation of your representative must be in writing and received by 11/21/22.

Your quick response to this request will allow us to begin the new term with full representation from all our member governments. If you have any questions, please contact me at (740) 439-4471 ext. 203 or via email at gdolney@omegadistrict.org.

Respectfully,

George Dolney
RLF Administrator

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

Discussion: Commissioner Metzger thanked Mr. Wolf for agreeing to serve on the RLF Committee. He has been a very active member of the Revolving Loan Program with OMEGA.

RESOLUTION (934-2022) APPROVE CONSTRUCTION CONTRACT – MINERAL CITY SOUTH HIGH EXT. SANITARY SEWER IMPROVEMENT PROJECT – PALMER & SON EXCAVATING, LTD

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to approve the attached construction contract for Palmer & Son Excavating, Ltd. to proceed with the Mineral City South High Ext. Sanitary Sewer Improvement Project for a total amount of \$315,725.00. The contract has been approved to form by Stephen A. Anderson, Special Council.

**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Board of Tuscarawas County Commissioners ("Owner") and Palmer & Son Excavating, Ltd. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Mineral City South High Extension Sanitary Sewer Improvement

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Diversified Engineering, Inc.
- 3.02 The Owner has retained Diversified Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
 - A. The work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

ECDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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 and American Society of Civil Engineers. All rights reserved. Page 1 of 7

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work: \$ 315,725.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. See Exhibit A.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 315,725.00.

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0.00 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

- 1. This Agreement (7 pages).
- 2. Performance bond (pages to , inclusive).
- 3. Other bonds.
 - a. (pages to , inclusive).
- 4. Instruction to Bidders

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- 5. General Conditions (70 pages).
- 6. Supplementary Conditions (6 pages).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: Mineral City South High Ext. Sanitary Sewer Improvement Project Addenda (None).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 31, inclusive).
 - b. Bid Guaranty and Contract Bond Bid (pages 1 to 3, inclusive).
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10-31-2022 (which is the Effective Date of the Contract).

OWNER:

Tuscarawas County Board of Commissioners

By: Kerry Metzger

Title: Vice-President of the Board

Attest: Rhonda Jordan

Title: clerk

Address for giving notices:

9944 Wilkshire Blvd NE

Bolivar, OH 44612

CONTRACTOR:

Palmer & Son Excavating, Ltd.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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VOTE:

- Chris Abbuhl, absent;
- Kerry Metzger, yes;
- Al Landis, yes;

RESOLUTION (935-2022)

PAY BILLS

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

Meeting Date 10/31/2022

Auditor			
Harris Computer Systems	Software Support	\$2,832.10	
			\$2,832.10
Child Support			
Traci Berry	Travel	\$186.69	
Tusc Co Treasurer	Contract	\$13,883.84	
First-Citizens Bank & Trust Co	Services	\$347.50	
COMDOC	Supplies	\$189.62	
			\$14,607.65
Clerk of Courts			
Frontier	Services	\$54.43	
Xerox	Service	\$59.28	
Tusc Co Treasurer	Audit Fees	\$93.11	
			\$206.82
Commissioners			
Holland & Muirden	Services	\$100.00	
COPECO-VEIT	Supplies	\$95.30	
COPECO-VEIT	Supplies	\$684.55	
Graphic Enterprises	Service	\$24.90	
Frontier	Service	\$224.22	
Frontier	Service	\$1,127.45	
Frontier	Service	\$60.93	
Dominion	Service	\$1,562.35	
Dominion	Service	\$260.28	
Dominion	Service	\$508.38	
Montrose Ford	Cruisers	\$166,610.90	
			\$171,259.26
Common Pleas			
OH Assoc Magistrates	Fee	\$125.00	
			\$125.00
Community Corrections			
First Communications	Service	\$17.68	
Ohio AMS	Service	\$11,795.00	
Staples	Supplies	\$1,114.64	
Verizon Wireless	Service	\$325.44	
			\$13,252.76
Dog Pound			
SmartBill	Supplies	\$776.00	
Frontier	Service	\$86.20	
			\$862.20
EMA			
Graphic Enterprises	Service	\$66.32	
Tusc Co Sheriff	Fuel	\$262.87	
Tusc Co Sheriff	Training	\$100.00	
US Bank Equipment Finance	Copier Lease	\$98.59	
Emergency Mgmt. Assoc	Registration	\$975.00	
			\$1,502.78

Engineer

Dover Brake	Repairs	\$5,721.64	
Holmes Oil Dist	Supplies	\$192.60	
Ace Truck	Repairs	\$4,488.34	
Truck Sales & Service	Repairs	\$1,545.00	
Truck Sales & Service	Supplies	\$181.31	
Toms Custom Painting	Services	\$5,000.00	
Triple R Trailer Sales	Repairs	\$1,270.80	
Palmer Engineering	Services	\$24,400.00	
Circle L Fence	Fencing	\$33,671.00	
Walton's Auto Parts	Repairs	\$1,496.00	
Dover Brake	Repairs	\$511.30	
Dominion Energy	Gas Utility	\$203.35	
Ohio Machinery	Repairs/Parts	\$2,872.56	
Gemstone Gas & Welding Supplies	Supplies	\$125.95	
Fastenal	Supplies	\$425.89	
John W Cookson	Repairs/Parts	\$24.97	
Young Truck Sales	Repairs/Parts	\$946.23	
Southeastern Equip	Repairs/Parts	\$598.00	
Snyder Brothers Sales/Services	Repairs/Parts	\$708.89	
Summers Rubber Co	Repairs/Parts	\$264.86	
Flynn's Tire	Tires/Repairs	\$3,117.52	
GVM	Repairs/Parts	\$412.28	
			\$88,178.49

INFORMATION TECHNOLOGY

MNJ Technologies	Authentication	\$4,740.00	
MNJ Technologies	Authentication	\$9,410.00	
Pioneer 360	Support	\$75.00	
			\$14,225.00

Juvenile/Probate

OH Assoc Juvenile Judges	Registration Fee	\$125.00	
			\$125.00

Law Library

Tusc Co Treasurer	Audit Fees	\$98.66	
Stark Co Law Library	Subscriber Fees	\$140.00	
			\$238.66

Park

Blasenhauer Plmbing & Htg	Repair	\$35.64	
Warther Woodworking	Supplies	\$31.14	
MS Consultants, Inc	Funding Obligations	\$18,648.00	
Menards	Supplies	\$64.32	
Menards	Supplies	\$35.88	
Menards	Supplies	\$31.88	
CLP Services	Rental	\$85.00	
CHAMP Racing	Supplies	\$500.00	
Sweetwater Farm	Supplies	\$300.00	
Holmes Rental Station	Rental	\$135.00	
AEP	Electric Utility	\$74.23	
AEP	Electric Utility	\$42.05	
AEP	Electric Utility	\$130.99	
Graphic Enterprises	Supplies	\$0.85	
Jesse Rothacher	Supply Reimbursement	\$93.91	
			\$20,208.89

Probate		
Christina Romell	Travel	\$156.49
Renee Parker	Travel	\$18.28
Susan Kopp	Travel	\$504.91
OAJCJ	Registration	\$125.00
Staples	Supplies	\$40.94
Staples	Supplies	\$31.86
ComDoc	Agreement	\$87.41
ComDoc	Agreement	\$109.19
		\$1,074.08
Public Defenders Office		
Tusc Co Commissioners	Rent	\$1,381.45
Tusc Co Treasurer	Cost Allocation	\$1,768.75
Interpreters XP LLC	Services	\$468.75
Zachin & Rich Co LPA	Legal Fees	\$1,678.30
Wells Fargo Financial Leasing	Agreement	\$45.00
Frontier	Service	\$407.50
TIAA Commercial Finance	Copier Contract	\$241.94
AEP	Electric Utility	\$431.04
Staples	Supplies	\$680.84
Reserve Account	Postage	\$2,000.00
		\$9,103.57
Recorder		
Hilton Columbus Polaris	Travel/Lodging	\$345.00
		\$345.00
Sheriff		
Verizon Wireless	Data Cards	\$1,581.46
Frontier	Service	\$208.78
Frontier	Service	\$45.80
Frontier	Service	\$221.13
New Philadelphia Fire Dept	Service	\$306.00
Union Hospital	Service	\$93.11
Zashin & Rich Co LPA	Service	\$100.00
AEP	Electric Service	\$10,826.80
AEP	Electric Service	\$37.79
Rosenberry Towing	Service	\$350.00
PowerDMS, Inc	Subscription	\$4,960.00
Staples	Supplies	\$69.97
TimeClock Plus, LLC	License	\$1,207.50
APCO International	Recertifications	\$90.00
G & L Supply	Supplies	\$676.39
Tusc Co Treasurer	Audit Fees	\$225.37
Graphic Enterprises	Service	\$1,304.61
Frontier	Service	\$2,358.21
Rosenberry Towing	Service	\$245.00
		\$24,907.92
Southern Court		
Quill Corporation	Equipment	\$290.02
Quill Corporation	Supplies	\$178.95
Quill Corporation	Supplies	\$635.40
Verizon	Service	\$156.25
		\$1,260.62
Treasurer		
Copley OH Newspapers, Inc	Service	\$419.53
Harris Computer Systems	Software Support	\$620.90
		\$1,040.43

Veterans Office

Embassy Suites Hotels	Travel/Lodging	\$665.00	
Buckeye Career Center	Supplies	\$1,452.00	
Martin's Mobile Glass	Repair	\$105.00	
Staples Credit Plan	Supplies	\$626.00	
Crystal Springs Water	Supplies	\$79.00	
AloNovus Corp	Advertisement	\$238.00	
			\$3,165.00

Water & Sewer

Treasurer, State of Ohio	Plan Review	\$380.00	
Mike Jones	Training	\$64.00	
Graphic Enterprises	Supplies	\$105.99	
			\$549.99

GRAND TOTAL \$369,071.22

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

RESOLUTION (936-2022) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:16 a.m. to meet in Regular session Wednesday, the 2nd day of November, 2022.

VOTE: Chris Abbuhl, absent;
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.

 Kerry Metzger	 Al Landis
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Attest: 
Clerk