

June 21, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. John Farragonio – ABM Infrastructure Solutions

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (5)

Approve Transfer of Funds (2)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel – EMA

Declare Obsolete – Equipment – Park Department

Approve Stipend – Veterans Service Commission

Authorize Partnership Agreement – City of Dover – CHIP 2023

Approve Service Contract – Sheriff's Department

Approve Cancellation of July 5, 2023 Meeting

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 21st DAY OF JUNE, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (508-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the June 14, 2023 meeting as written.

VOTE: Chris Abbuhl, abstained;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (509-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Ohio AMS	Community Corrections	\$24,142.93

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (510-2023) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Court	E-1700-T022-T20	E-1700-T022-T05	\$175.33	Cover Workers Comp charges
Water & Sewer Dept	E-1310-P000-P34	E-1310-P000-P24	\$66,400.00	Dundee Water Extension Project ID# XR-21-04 (Engineering Assoc)
Community Corrections	E-1690-T013-T15	E-1690-T013-T09	\$539.00	Cover the cost for replacement of computers/printers
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$15,520.00	Women's restroom project/change order #1 – mold mitigation
Sheriff's Office	E-1607-S082-S99	E-1607-S082-S07	\$26,000.00	Needed to purchase radios for each of the 6 courtrooms to communicate with deputies

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (511-2023) TRANSFER OF FUNDS

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Veterans Services	E-0330-A009-D14	E-0330-A209-D02	\$4,638.00	Longevity pay
Community Corrections	E-1690-T013-T01	E-1690-T013-T09	\$700.00	Cover the cost to replace computers/printers
Community Corrections	E-1690-T013-T12	E-1690-T013-T09	\$1,033.00	Cover the cost to replace computers/printers

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (512-2023) INTER-FUND TRANSFER/ADVANCE

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

From: Co. General to Child Services Fund \$200,000.00
 Estimated July Expenditures

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following travel request as submitted by Noah Porter, EMA Director:

DATE: June 27, 2023
LOCATION: Elyria, OH
ATTENDEES: Noah Porter and Jenn James
USING COUNTY VEHICLE: Yes
EXPENSE: \$0.00

REASON: Lorain county EMA has requested Noah & Jenn travel to their county to evaluate their annual LEPC Exercise.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (514-2023) OBSOLETE PROPERTY – EQUIPMENT – PARK DEPARTMENT

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

DISPOSAL OF OBSOLETE ITEMS

OFFICE/DEPARTMENT	Park Department
PERSON REQUESTING	Jesse Rothacher
DATE	06-20-2023

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

Quantity	ID #	Description	Reason	Offered Inter-Office	Gov Deals	Proposed Disposal Method
1		Sickle bar (tractor attachment)	Obsolete/replaced	No	Yes	GovDeals, scrap
1		2004 Kawasaki MULE	Engine oil leak, cost/time	No	Yes	GovDeals, scrap
1		John Deere mower deck	Obsolete/harvested parts	No	Yes	GovDeals, scrap
1		Brush hog (tractor attachment)	Obsolete/harvested parts	No	No	Scrap
1		Gravely walk behind brush hog	Not needed	No	Yes	GovDeals, scrap
1		Country Line Sprayer	Not needed	No	Yes	GovDeals, scrap
1		Hustler Sport ZT Mower	Obsolete/not working	No	Yes	GovDeals, scrap

For Commissioners' Office Use

Date Received: JUN 20 2023	Date of Action:
Commissioner Abbuhl	Approved/Denied
Commissioner Ress	Approved/Denied
Commissioner Zemis	Approved/Denied

The items will be disposed of in accordance to ORC.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (515-2023) STIPEND FOR VETERANS SERVICE COMMISSION

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following:

RESOLUTION

**APPROVING STIPENDS FOR THE
NEWLY APPOINTED OR RE-APPOINTED COMMISSION MEMBERS OF THE
TUSCARAWAS COUNTY VETERANS SERVICE COMMISSION**

The Board of Tuscarawas County Commissioners, Tuscarawas County, Ohio met in regular session on June 21, 2023m with the following members present: Chris Abbuhl, Kristin Zemis and Greg Ress.

Commissioner Ress, moved for the adoption of the following resolution:

WHEREAS, under R.C. 5901.04 the Board of Commissioners is required to approve compensation for the members of the Veterans Service Commission.

WHEREAS, upon the request dated April 26, 2023, the Veterans Service Commission requested that the Board of Commissioners approve an increase in the stipends from the current amount of \$75.00 to \$125.00 per month for the newly appointed or re-appointed Commission members January 2024, January 2025, January 2026, January 2027 and January 2028; being an increase to such amounts for each commission seat beginning with each appointment or re-appointment over the ensuing five (5) years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Tuscarawas County Commissioners, with at least two-thirds of its members concurring as follows:

1. Effective with the calendar year 2023 the stipend for service as the position of newly appointed or re-appointed Commission members of the Tuscarawas County Veterans Service Commission shall be increased from \$75.00 to \$125.00 per month; provided, however, that the increase in compensation does not constitute and "in-term" increase in compensation to any such member as prohibited by Ohio Constitution article II, §20.

The Board of Tuscarawas County Commissioners finds and determines that all formal action relative to the passage of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board and its committees, if any, which resulted in this formal action, were taken in meetings open to the public and in full compliance with all applicable requirements including R.C. 121.22.

Commissioner Zemis, seconded the motion and on roll call the vote resulted as follows:

Chris Abbuhl	(X) Yes	() No
Kristin Zemis	(X) Yes	() No
Greg Ress	(X) Yes	() No

DISCUSSION: VETERANS INCREASE: *Commissioner Abbuhl clarified that Commissioned Officers through Veterans Services are like anyone that is elected or appointed to those position and can only get an increase when they go into the next term. The commission cannot get increases interim just like an elected official.*

DISCUSSION: CHIP PARTNERSHIP AGREEMENT : *Commissioner Abbuhl stated next on the Agenda was a Partnership Agreement between CHIP and the City of Dover, but we do not have the correspondence back from the Prosecutor's Office. The Commissioner's decided to Table this agreement until the documents come back from the Prosecutor's Office.*

RESOLUTION (516-2023) TABLE RESOLUTION AUTHORIZING COMMISSIONERS TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF DOVER FOR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

It was moved by Commissioner Zemis, seconded by commissioner Ress, to TABLE RESOLUTION AUTHORIZING COMMISSIONERS TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF DOVER FOR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM until Prosecuting Attorney signs agreement.

VOTE.

Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (517-2023) SERVICE CONTRACT – CONTRACT LAW FIRM – SHERIFF OFFICE

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following service contract, approved as to form by Kristine Beard, Assistant Prosecuting Attorney.

SERVICE CONTRACT

This Contract is entered into on June 21, 2023 by and between the Tuscarawas County Commissioners and the Tuscarawas County Sheriff's Office, herein referred to as Contractor, and Blackwell Law Office, hereinafter referred to as Contractee.

PURPOSE

The purpose of this contract is to hire Contractee law firm to provide legal services to jail inmates at the Tuscarawas County Justice Center, to assist them in the area of legal research and to aid in meeting their legal needs in a practical manner; provided, however, that said Contractee law firm shall not handle, file or otherwise be retained as the inmates' private counsel as to any lawsuits, civil or criminal, if said inmate(s) initial contact with Contractee law firm is pursuant to this Service Contract.

DEFINITION

Contractee law firm employees shall at no times be considered Contractor's employees.

CONTRACT LENGTH

This Contract shall be for a one year period, subject to renewal by the written agreement of Contractor and Contractee law firm, commencing June 15, 2023 and expiring June 14, 2024. Either party may cancel the agreement upon thirty (30) days written notice.

PAYMENT

Contractor shall pay Contractee law firm \$ 5000.00 per year, with payments to be made in two \$ 2500.00 installments. Contractee law firm will provide a proper invoice for payment after rendering services.


WORK SCHEDULE

Contractee law firm shall provide services to inmates a minimum of one (1) day per week at the Tuscarawas County Justice Center and be available to any and all inmates who have requested assistance from the Contractee law firm. Contractee law firm shall assist the inmates in as prompt a manner as possible. Contractee law firm shall give its best efforts to maintain a regular schedule, subject to court scheduling and other needs, so that inmates may anticipate a predictable time to meet with an appropriate Contractee law firm employee. Contractee law firm may schedule inmate meetings in a practical manner that serves the interests of fairness and efficiency.

Contractee law firm reserves the right to refer legal assistance from other competent sources to any particular inmate due to conflicts of interest with that inmate.

IN WITNESS WHEREOF, the Contractor and Contractee hereunto subscribe their names on the date aforesaid.

CONTRACTOR:



Greg Ress
Tuscarawas County Commissioner


Chris Abbuhl
Tuscarawas County Commissioner


Kristin Zemis
Tuscarawas County Commissioner


Orvis Campbell
Tuscarawas County Sheriff

CONTRACTEE:

Blackwell Law Office
by 

David Blackwell for Contractee

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (518-2023) CANCEL MEETING – JULY 5, 2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis to cancel the meeting to be held Wednesday, July 5, 2023 due to being day after holiday and no time to prepare for meeting.

DISCUSSION: *Commissioner Zemis stated there was no time to prepare for the meeting because there is a late afternoon meeting on Monday, we are off on Tuesday and have a morning meeting on Wednesday.*

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (519-2023) PAY BILLS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve payment for the following bills:

American Rescue Plan Act

Copley Ohio Newspapers	Legal Ad/Multi Purpose Bldg	\$361.56	
Uhrichsville Clay Museum	Kitchen Equip/Proj #110	\$4,000.00	
United Way Of Tusc Co	Food Purch/Tuff Bags Proj#203	\$6,379.21	
			\$10,740.77

Auditor

Harris Computer Systems	Services	\$3,044.50	
Tusc Co Treasurer	Auction Distribution	\$6,281.90	
Tusc Co Treasurer	Auction Distribution	\$4,801.91	
			\$14,128.31

Child Support

AEP	Electric Utility	\$1,430.68	
Melanie Miller	Notary Reimbursement	\$47.00	
Tusc Co Clerk of Courts	IV-D Contract	\$719.04	
VEIT	Copier Contract	\$128.70	
			\$2,325.42

Commissioners

AEP	Electric Utility	\$6,948.88	
AEP	Electric Utility	\$57.36	
AEP	Electric Utility	\$22.88	
AEP	Electric Utility	\$2,182.67	
Blasenhauer Plumbing	Repair	\$27,500.00	
Blasenhauer Plumbing	Repair	\$168.30	
Chris Abbuhl	Travel Reimbursement	\$341.19	
Dakota's Tree Service	Services	\$2,200.00	
First Communication	Service	\$95.15	
First Communication	Service	\$18.89	
Frontier	Service	\$598.00	
G & L Supply	Supplies	\$206.98	
GovDeals	Fees	\$920.19	
Mancan	Services	\$999.20	
MNJ Technologies	Equipment	\$48.45	
Morrow Control	Supplies	\$259.75	
OMEGA	Registration Fee	\$60.00	
			\$42,627.89

Common Fees

NACM	Membership Fee	\$150.00	
Verizon	Service	\$60.18	
			\$210.18

Community & Economic Development

Gannet Holdings - Ohio	Yrly Subscription	\$307.60	
			\$307.60

Community Corrections

Subway #4500	Incentives	\$1,700.00	
			\$1,700.00

Coroner

Axis Forensic Toxicology Inc	Services	\$1,109.00	
Catherine S Clark	Travel Reimbursement	\$88.20	
Cuyahoga Co Medical Examiners	Services	\$2,000.00	
Cuyahoga Co Medical Examiners	Services	\$2,000.00	
Smith Livery Service	Services	\$3,100.00	
Verizon Wireless	Service	\$123.35	
			\$8,420.55

Dog & Kennel

Humble Creatures Vet Clinic	Services	\$275.00	
Humble Creatures Vet Clinic	Services	\$395.00	
Staples Business Advantage	Supplies	\$38.65	
			\$708.65

EMA

Tusc Co Commissioners	Salary Reimbursement	\$19,725.15	
			\$19,725.15

Engineer

Asphalt Materials Inc	Materials	\$44,398.56	
Black McCuskey Souers & Arbaugh			
LPS	Services	\$2,835.00	
First Communication	Service	\$27.49	
OMCTC	Services	\$55.00	
Piedmont Gas	Services	\$27.21	
Sidwell Materials Inc	Materials	\$819.65	
Southeastern Equip Co	Parts	\$2,543.48	
Triple R Trailer Sales	Parts	\$77.04	
Tusc Co Recorder	Fee	\$90.00	
Tusc Co W & S Dept	Services	\$43.36	
VOTO Mfg Sales Co	Parts	\$336.34	
Ziegler Bolt & Nut House	Supplies	\$60.00	
			\$51,313.13

Information Technology

OARnet	Service	\$145.00	
			\$145.00

JFS

Cheryl McMasters Et/Al	Net Mileage	\$9,938.40	
Huntington Nat'l Bank	Subscription Fees	\$595.15	
			\$10,533.55

Juvenile/Probate

Interpreters XP LLC	Services	\$1,265.00	
Supreme Court of Ohio	Training	\$150.00	
			\$1,415.00

Park

Colored Sand	Supplies	\$391.90	
Kimble Recycling & Disposal Inc	Services	\$55.18	
Menards - NP	Supplies	\$78.68	
Tusc Co Sheriff's Office	Fuel	\$230.08	
US Bank Equipment Finance	Copier Contract	\$158.64	
			\$914.48

Prosecutor

Carrie Schnirring MA	Testimony	\$1,862.50	\$1,862.50
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Public Defender

AEP	Electric Utility	\$704.71	
Charter Communications	Service	\$307.99	
City of New Philadephia	Services	\$55.45	
Frontier Communications	Service	\$407.50	
Pitney Bowes	Rental Fee	\$159.06	
Starlight Enterprises	Services	\$500.00	
Wells Fargo Financial Leasing Inc	Copier Contract	\$383.10	
			\$2,517.81

Recorder

Crystal Springs	Service	\$33.00	\$33.00
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Sheriff

Blooms Printing & Design	Supplies	\$260.00	
DanCo Lettering	Supplies	\$39.00	
Diamond Drugs Inc	Supplies	\$5,111.66	
Diamond Medical Supply	Supplies	\$212.91	
HC Lobalzo & Sons Inc	Repairs	\$790.58	
Jones Family Dentistry	Services	\$215.00	
Kimble Co	Services	\$133.01	
Lite Tactical	Equipment	\$9,800.00	
Model Uniforms	Services	\$100.00	
Radiology Assoc of Canton Inc	Services	\$100.97	
Staley Technologies	Supplies	\$17.40	
Union Hospital	Services	\$114.00	
			\$16,894.53

Southern District

Johnson's Printing	Supplies	\$190.00	
Pitney Bowes Reserve	Postage	\$11,000.00	
			\$11,190.00

Treasurer

SmartBill	Service	\$3,945.00	\$3,945.00
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Water & Sewer

AEP	Electric Utility	\$5,178.39	
AEP	Electric Utility	\$2,499.01	
AEP	Electric Utility	\$7,050.41	
Cintas LOC 316	Services	\$1,230.50	
Environmental Products & Access LLC	Supplies	\$3,646.00	
Fitzpatrick Zimmerman Rose	Services	\$42.50	
Fitzpatrick Zimmerman Rose	Services	\$85.00	
Fitzpatrick Zimmerman Rose	Services	\$42.50	
Fitzpatrick Zimmerman Rose	Services	\$318.75	
Go Shred	Services	\$144.00	
JA's Auto Service	Repair	\$275.96	
JA's Auto Service	Repair	\$146.46	

John Deere Financial	Supplies	\$127.80
New Cool Co	Equipment	\$4,300.00
Oster Sand & Gravel	Material	\$109.01
Ream & Haager Lab	Services	\$3,123.00
Ream & Haager Lab	Services	\$846.00
RJ Wright & Sons	Fuel	\$4,243.16
RJ Wright & Sons	Fuel	\$344.86
Staples	Supplies	\$225.89
Staufer Mfg Co	Material	\$103.40
Staufer Mfg Co	Materials	\$65.80
Troy Pantilis	Services	\$320.00
Tuscarawas Utilities	Services	\$3,625.02
Tuscarawas Utilities	Services	\$2,717.41
US Bank Equipment Finance	Copier Contract	\$166.64
USA BlueBook	Materials	\$254.00
Virtual DataWorks	License Fee	\$182.00
WM Commercial Roofing LLC	Repair	\$2,037.64
WM Commercial Roofing LLC	Repair	\$4,445.00
WM Commercial Roofing LLC	Repair	\$2,407.36
		\$50,303.47
	GRAND	
	TOTAL	\$251,961.99

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

DISCUSSION: *John Farragonio from ABM Infrastructure Solutions was present to talk about infrastructure and some of the financial solutions ABM creates to do projects within a public entity. ABM works under House Bill Legislation to guarantee construction projects to public entities. ABM can not offer change orders, it is a design build collaborative process. ABM supplies the data for return on investments and different measures. This is also called performance contracting.*

Most clients have a funding gap when it comes to all of the projects that need to be done. ABM reallocates resources within the existing budget. ABM will start by looking at utility information from all county owned buildings. Commissioner Abbuhl stated the county is working with ARPA Funds right now and we have a new construction project for Board of Elections. We have no other major projects going on other than routine maintenance to maintain our buildings. John stated his company only does renovations and improvements. They do not get into new construction. ABM really tries to bring financial solutions to the table. Ask yourself, if you do this project now, what is the payback in five to fifteen years down the road vs moving it to the following years budget. The utility benchmark study is done first and usually ABM can get \$.25 to \$.50 on the dollar. Example, if a roof cost \$1 million, ABM can usually generate \$500,000 in savings to help pay for Capital Intensive Construction Projects. Mr. Abbuhl asked what counties John has worked with? John stated ABM has worked with Monroe, Lawrence, Hocking, Wyandot and Coshocton Counties. Mr. Abbuhl wanted John to explain about the Federal part of the program and whether there has to be a bidding phase. John stated there is not a bidding phase because ABM works under GSA Procurement and their Federal License is audited annually. ABM bids the work out for the client. The Commissioners stated they would have to have a discussion on anything they were considering, have any paperwork go to legal for any approvals and then go before an open meeting. Commissioner Ress stated this is an intriguing concept. Especially with some of the requests we have had to take care of. ABM does a lot of the leg work.

The Commissioners all thanked John for coming.

RESOLUTION (520-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 9:42 a.m., for the purpose of getting the Assistant Prosecutor, Kristine Beard's signature approving the Authorization for the CHIP Program partnership with the City of Dover.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

Commissioner Abbuhl called the meeting out of recess at 11:07 a.m. and back into Regular Session for the purpose of getting the Assistant Prosecutor, Kristine Beard's signature approving the Authorization for the CHIP Program partnership with the City of Dover.

RESOLUTION (521-2023) REMOVE FROM TABLE – RESOLUTION AUTHORIZING COMMISSIONERS TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF DOVER FOR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to remove from table the resolution authorizing Commissioners to enter into a partnership agreement with the City of Dover for 2023 Community Housing Impact and Preservation (CHIP) Program. Kristine Beard, Assistant Prosecuting Attorney has approved as to form.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (522-2023) AUTHORIZE PARTNERSHIP AGREEMENT – CITY OF DOVER – CHIP 2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis to authorize the following agreement:

RESOLUTION # 522-2023

AUTHORIZING THE COMMISSIONERS TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF DOVER FOR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

WHEREAS, the Grantee, in conjunction with the Partner, is applying for PY 2023 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, the City of Dover will be the Partner and Tuscarawas County will be the Grantee of the Partnership. As Grantee, Tuscarawas County accepts responsibility for and authority over the entire PY2023 CHIP Grant Program.;

WHEREAS, Grantee and Partner wish to set forth the responsibilities and obligations of each in administering the grant, if funded, utilizing the State's CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds;

WHEREAS, Tuscarawas County, as the Grantee of the CHIP Application understands their authority for the entire CHIP Grant, as well as, sole responsibility for regulatory compliance and the terms of the grant agreement, if funded.

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, the Grantee will hire an administrative consultant on behalf of the partnership and those services are detailed in an administrative services agreement;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out. The Grantee nor the Partner cannot terminate or withdraw from the partnership agreement while it remains in effect;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, Tuscarawas County, Ohio:

Section 1: The Tuscarawas County Commissioners authorize the Partnership with the City of Dover.

Section 2: Tuscarawas County Commissioners accepts the role, responsibility and authority of being Grantee of the CHIP Application.

Section 3: The Tuscarawas County Commissioners authorize participation, partnership, and submission of the PY 2023 Community Housing Impact and Preservation (CHIP) Program Application with the State of Ohio, Development Services Agency, and to provide all information and documentation required in said Application submission.

Section 4: That Tuscarawas County Commissioners hereby understands and agrees that participation in said Program will require compliance with program guidelines and assurances.

Section 5: That Tuscarawas County Commissioners hereby commits itself to provide any local share of funding, described in the Application, if necessary

Section 6: This Resolution must accompany said Application, which must be filed with the Ohio Development Services Agency before 11:59 PM on June 21, 2023.

Section 7: This resolution also authorizes the president and/or vice president of the board of commissioners to sign any and all documentation related to the execution of said partnership agreement and CHIP Application.

PASSED:

Greg Ress

6/21/2023

Chris Abbuhl

6/21/2023

Kristin Zemis

6/21/2023

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (523-2023) AGREEMENT – PY 2023 CHIP PARTNERSHIP AGREEMENT – TUSCARAWAS COUNTY AND CITY OF DOVER

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following agreement:

PY 2023 CHIP Partnership Agreement

Between

Tuscarawas County and City of Dover

for the Application and Administration of the PY 2023 Community Housing Impact and Preservation Program.
(CHIP)

THIS AGREEMENT is entered into effective the 21st day of June, 2023 by and between Tuscarawas County (herein called the “Grantee”) and the City of Dover (herein called “Partner”) to undertake the Community Housing Impact and Preservation (CHIP) Program as approved by the State of Ohio, Development Services Agency, Office of Community Development (OCD).

WHEREAS, Grantee, in conjunction with the Partner, is applying for Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development(OCD) and

WHEREAS, Grantee and Partner wish to set forth the responsibilities and obligations of each in administering the grant, if funded, utilizing the State's CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds;

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, the Grantee has hired an administrative consultant and those services are detailed in an administrative services agreement;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out. The Grantee nor the Partner cannot terminate or withdraw from the partnership agreement while it remains in effect;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECT.

A. Activities.

The Grantee, Partner, and the administrative consultant(s) shall undertake and complete the activities as set forth in CHIP Application and the Attachment A of the CHIP Grant Agreement from OCD (herein called "Attachment A"), provided when funded by OCD. Both the Application and Attachment A provides a description of each activity including the amounts to be provided and the services to be performed. The location of the activities, and any particular identifying attributes of the activities.

PY 2023 Eligible Activities are limited to:

Rehabilitation Assistance

- Owner Rehabilitation
- Rental Rehabilitation

Repair Assistance (capped at 30% of the total grant request)

- Owner Home Repair
- Rental Home Repair (*New activity – an activity description must be submitted with application for funding*)

Accommodations will be made in the application to fund more expensive septic systems without jeopardizing the cost effectiveness score.

Homeownership Assistance

- Homeownership (Down Payment Assistance/Rehabilitation or Down Payment Assistance only)

Tenant-Based Rental Assistance

Administration

Fair Housing (*a required activity for all grants*)

B. National Objectives.

All activities funded with CHIP funds must meet the CHIP income eligibility requirement to benefit the low- and moderate-income persons.

The Grantee, Partner, and the administrative consultant certifies that the activity(ies) carried out under this Agreement will meet the CHIP income eligibility requirements. All client households will be certified to meet the HUD approved method 24 CFR Part 5 Annual Income (aka Section 8 Method).

II. SCOPE OF SERVICES.

A. General Administration.

The Administrative Consultant for the Grantee and Partner will be responsible for the general administration of the CHIP Program activities set forth in the CHIP Application and OCD grant agreement in a manner satisfactory to Grantee and Partner and consistent with the standards set forth in the Grantee's Policy and Procedure Manual that has been reviewed and approved by OCD.

B. Levels of Accomplishment – Goals and Performance Measures.

The Grantee and the Partner shall be responsible to accomplish the levels of performance as set forth in the CHIP Application and Attachment A and report such measures as units completed and persons or households assisted. Partner shall also include time frames for performance to the Grantee and other information as requested.

C. Staffing.

The Grantee and the Partner shall ensure adequate and appropriate staffing to complete the budgeted activities in the CHIP Application. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Partner shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Partner and

the Administrative Consultant are an independent contractor, and will only be paid for services rendered per a contract.

Any changes in the Key Personnel assigned, or administering agency, or their general responsibilities under this project are subject to the prior approval of Grantee.

- D. Duties of the Grantee.
- Oversight of the Partner and Administering Consultant
 - Approve Policy and Procedure Manual Updates
 - Approve and submit Program amendments
 - Public Relations/Marketing
 - Monitor Financial Reports
 - Monitor Performance Reports
 - Oversight of Financial Management
 - Oversight of overall grant finances
 - Responsible for preparation and submission of drawdown requests.
 - Preparation and processing of purchase orders & contractor pay requests
 - Fair Housing Coordination & Trainings
 - Responsible for receiving and referring fair housing complaints/questions
 - Responsible for providing tenant/landlord information

Duties of the Grantee's Administering Consultant

- Grant Preparation
- Policy and Procedure Manual Updates
- Prepare program amendments, as needed
- Conduct Environmental Review-Tier 1 and Release of Funds
- Conduct Environmental Review Record Tier 2 – OHPO Coordination, Floodplain Management, etc. for Projects in the County
- Public Relations/Marketing
- Perform Quality Control
- Coordinate with Local Agencies (Habitat, Metropolitan Housing Authority, Community Action, etc)
- Responsible for Contractor Certification
- Contract Management for Consultant/Subcontractors
 - Daily Project Management for Project in the County
 - Client intake/determine eligibility
 - Maintain files
 - Conduct pre-construction conferences
 - Determine appropriate client assistance level
 - Document preparation
 - Serve as liaison between contractor and homeowner
 - Perform clerical duties
 - Maintains priority ranking & waiting lists
 - Oversees contractor procurement
- Overall Financial Management
 - Responsible for overall grant finances
 - Responsible for providing necessary information for preparation of drawdown requests.
 - Responsible for providing necessary information for preparation of purchase orders & contractor pay requests
 - Responsible for preparation of performance reports
- Homebuyer Education for Homeownership Projects
- Inspections and Field Construction Management
 - Verifies required RRS tests
 - Assignment/completion of duties for inspection/construction management staff
 - Perform initial inspections
 - Perform interim inspections
 - Perform final inspections
 - Prepares scope of work/specifications for bidding
 - Oversees contractor procurement
 - Conduct contractor pre-bid meeting
 - Conduct contractor negotiations for single bidders
 - Provide cost estimates
 - Prepare necessary punch lists
 - Approves change orders
 - Approves contractor payments
 - Perform lead risk assessments, or sub-contractor the risk assessments

- Prepare lead related specifications
- Perform lead clearance testing
- Post-Grant Management
 - Maintain records/prepare mortgage releases
 - Conflict resolution
 - Manage Program Income

E. Duties of the Partner

- Monitor Financial Reports
- Monitor Performance Reports

F. Performance Monitoring.

Grantee will monitor the performance of the Partner against goals and performance standards as stated above. Partner shall provide Grantee all necessary reporting information as required by OCD in the administration and review of the grant. Furthermore, the administrating agencies shall complete and submit to the Grantee and Partner detailed, monthly finance reports that show current financial status and commitments of the CHIP.

III. TIME OF PERFORMANCE

The Grantee and Partner will work together to assist in the planning process for the CHIP Application. Furthermore, work together to develop the CHIP Application. The Application shall be submitted by the Administrative Consultant and/or the Grantee by the application deadline on June 21, 2023.

Activities of the Partner shall start when a grant agreement is issued by OCD to the Grantee, and the Grantee issues a notice to proceed to the Partner.

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts, also outlined in the next section IV. Budget. However, regular reviews of the Grantee and Partner's performance will be made. If the Grantee or Partner are not successful in expending the funds Budgeted for their Community in a timely manner, a revised budget will be presented to the Grantee and the Partner for review and approval. If 80% of the partner's funds are not committed by September 2024, a revised plan for immediate commitment and expenditure shall be put in place by the Grantee and the Partner in order to successfully meet the State of Ohio's Milestones.

Given the competitive nature of the grant, all Projects must be completed within the Project Period. Any Projects not completed as described may be subject to immediate recapture or reallocation.

IV. BUDGET

CHIP shall be used solely for the stated purposes set forth in this Agreement, the CHIP Application and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by OCD, evidencing the costs incurred. No interest shall be earned on any money from OCD or the Grantee. If the CHIP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CHIP Funds exceeds the eligible costs of the Project(s). Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment A. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Partner and be in accordance with Grantee's Agreement with OCD.

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts:

GRANT CEILING

Through a competitive application process, jurisdictions may apply for a maximum award as follows:

	MAXIMUM AWARD	
	<u>OPTION 1</u>	<u>OPTION 2</u>
County	\$ 300,000	\$ 400,000
City with a population of at least 15,000	\$ 250,000	\$ 350,000
City with a population between 5,000 and 14,999	\$ 200,000	\$ 300,000

Regardless of the number of communities in the partnership, the maximum grant request cannot exceed \$1.6 million

This is a budget and projection of funding. It is NOT a guarantee of funding to the partner's eligible jurisdiction. Upon completion of the planning process, an activity budget will be approved by each partner and become an addendum to this partnership agreement.

In September 2024, if each of the partner's budgeted funds has not been committed, a "re-organization" of the uncommitted funds will take place. The uncommitted funds will be committed immediately by whichever partner can utilize them immediately to allow for completion of the work by the PY 2023 grant milestone deadlines.

See Time of Performance for adjustments from this Budget.

V. PAYMENT

Grantee shall provide CHIP Funds in an amount not to exceed Budgeted amounts set forth by OCD for the sole and express purpose of undertaking the Projects specified in Attachment A for the Partner community. This could include an addendum with the partner once final funding is allocated by OCD and will reflect the amount of work that will actually be done by the Partner. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP Funds allocated to the Partner or as amended. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified Attachment A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section Attachment A and in accordance with performance.

CHIP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee only. All invoices will be paid from the Grantee directly, and all financial record keeping, set-ups, and draws will be completed by the Grantee.

Payment of the CHIP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Partner fail to provide required reports in a timely and adequate fashion or if Partner fails to meet other terms and conditions of this Agreement.

The Partner shall keep all records required for the performance of the grant it is operating, in accordance with the CHIP guidelines. (such as CHIP inspections, write ups, client information) .

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Tuscarawas County Commissioners
Grantee
 125 E High Street
 New Philadelphia, OH 44663
 Phone# (330) 365-3240
 Fax# (330) 602-7483
 Commissioners@co.tuscarawas.oh.us

Partner

The City of Dover
Partner
 110 East Third St
 Dover, OH 44622
 Phone# (330) 343-6726
 Fax# (330) 343-7336
 ddouglas@doverohio.com

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Partner shall submit to Grantee the reports as required by the OCD. All records of Partner pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. All activities funded with HOME funds and undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 92. Additionally, all activities funded with Ohio Housing Trust Funds (OHTF) and undertaken as part of this agreement shall be maintained in accordance with ORC 174.02

B. Records, Access and Maintenance

Partner shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantee with respect to any questioned costs, audit disallowance's, litigation or dispute between OCD and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Project(s), Partner shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Inspections

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Partners shall make available to Grantee, for examination, and to OCD, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. Audits

CHIP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Partner must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee and or Partner shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

Partner acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to OCD for the purposes of performing the work and activities as listed in Attachment A. Partner shall fully reimburse Grantee for any cost of the Partner which is disallowed by any federal agency and which must be refunded thereto by Grantee and OCD.

VIII. SPECIAL CONDITIONS

PROGRAM INCOME: The Program Income shall be retained by the Grantee, however will be eligible to be spent in the Partner's jurisdiction, just as with this grant. Any portion recaptured from a project within the City Limits will be tracked separately as a separate line item in the County's recording keeping system. Therefore, the Partner will be eligible to utilize these funds for future projects.

IX. GENERAL CONDITIONS

A. General Compliance.

Partner agrees to comply with the requirements of Housing and Economic recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations, except that Partner does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Partner also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

Ethics In accordance with Executive Order 2007-01S, Partner, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Partner understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Partner represents and warrants that it does not owe: (1) any delinquent taxes to the Grantee, the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Partner represents and warrants that it has made no false statements to the Grantee in the process of obtaining this award of the CHIP Funds.

F. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

If applicable, the Partner must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>

G. Equal Employment Opportunity

Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

H. Prevailing Wage Rates and Labor Standards

Not applicable.

I. Procurement

- (1) Compliance Partner shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
- (2) OMB Standards Unless specified otherwise within this Agreement, the Partner shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.
- (3) Travel Partner shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP Funds are provided under this Agreement. All travel costs reimbursed with CHIP Funds shall be at the rates allowed under Partner's HUD-approved travel rules.

(4) Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts Partner will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Partner will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

(6) Conflict of Interest No personnel of Partner, any subcontractor of Partner, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

J. Environmental Requirements

Partner agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. Partner also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

K. Relocation

Partner agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] Partner shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Partner also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

Partner shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Partner, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

M. Source and Availability of CHIP Funds

Partner acknowledges that the source of the CHIP Funds is the State of Ohio, CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds managed by a Grant Agreement between the Grantee and OCD. Grantee shall have the responsibility to pay all invoices. The Grantee shall not advance any funds to the Partner. Furthermore, the Grantee shall not pay the Partner with any funds, other than administration, for the CHIP projects.

Partner shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Partner shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

O. Grantee Recognition

Partner shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Partner will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

P. Termination Procedure

The Grantee, nor the Partner, may terminate or withdraw the partnership agreement while it remains in effect.

X. MISCELLANEOUS

A. Governing Law: This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue: All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Tuscarawas County or Franklin County, Ohio., and the parties agree that venue in such courts is appropriate.

C. Entire Agreement: This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications: Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns: The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings: Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment : Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Partner without the prior express written consent of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

PARTNER:

City of Dover

Name: _____
Shane Gunnoe, Mayor

GRANTEE:

Tuscarawas County Commissioners

Name: Greg Ress
Greg Ress, Commissioner

Name: Chris Abbuhl
Chris Abbuhl, President

Name: Kristin Zemis
Kristin Zemis, Commissioner

Date: _____

Date: June 21, 2023

Approved to Form:

City of Dover Law Director:

Tuscarawas County Prosecutor:

Name: _____

Name: Kristina St. Paul

Date: _____

Date: June 21, 2023

PY2023 CHIP
Partnership Agreement

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VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (524-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 11:08 a.m. to meet in Regular session Monday, the 26th day of June, 2023.


VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

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


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk