

August 17, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

1:15 p.m. Robert Baker, President of HARCATUS Board – HARCATUS Update
1:30 p.m. Jodi Salvo, Director of Substance Use Prevention Services, OhioGuidestone – National Recovery Month and International Overdose Awareness Day
1:45 p.m. Mike Jones, Sanitary Engineer – Authorize Letter to ADR & Associates for Updated Statement of Qualifications

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Agreement – American Rescue Plan Act – Newcomerstown Historical Society
Agreement – American Rescue Plan Act – Village of Baltic, Ohio
Agreement – American Rescue Plan Act – Village of Tuscarawas

Approve Change Order #1 – Port Washington Sanitary Sewer Rehabilitation Project

Approve change Order #1 (Final) – Project #3-2022 – CR 71 (Smokey Lane Rd & TR 350 – Yoder Rd)

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 17th DAY OF AUGUST, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Landis was absent.

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

RESOLUTION (675-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes from the August 15, 2022 meeting as written.

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

RESOLUTION (676-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Amazon	JFS	\$307.69

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

RESOLUTION (677-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Hazardous Materials Equipment	1060-B050-B10	1060-B050-B04	\$10,343.37	Work being done on hazmat truck that includes updated lighting, as well as installation of various tool compartments for east of supply/equipment storage

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

RESOLUTION (678-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – NEWCOMERSTOWN HISTORICAL SOCIETY

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Newcomerstown Historical Society in the amount of \$78,000.00:

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 **NEWCOMERSTOWN HISTORICAL SOCIETY** ("Recipient").

WITNESSETH THAT:

WHEREAS, The County is the recipient of approximately 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 seventy-eight thousand dollars (\$78,000); 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.

Newcomerstown Historical Society.

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 seventy-eight thousand dollars (\$78,000) ("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 shall provide such documentation within seven (7) days. If Recipient 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 UFI 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 City.
- 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 City. 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 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
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For Recipient:	Newcomerstown Historical Society P.O. Box 443 Newcomerstown, OH 43832
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- 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.

NEWCOMERSTOWN HISTORICAL SOCIETY

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

August 17, 2022, 2022

By:

Journal 85 Pg. 297

Harley P Dakin
Print Name: Harley P Dakin

Commissioner of Tuscarawas County
8/17/2022
Date

Vice President
Its:

Commissioner of Tuscarawas County
8/17/2022
Date

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFC
County Consultant
08/11/2022
Date

Commissioner Landis, absent;
Commissioner of Tuscarawas County
8/17/2022
Date

APPROVED AS TO FORM AND CORRECTNESS

Robert Stephenson II, Assistant Prosecuting Attorney

EXHIBIT A

PROJECT ACTIVITIES

The Lenape Diaspora Memorial site will be located where the Lenape village of Gekelmukpechunk once stood (now Newcomerstown). This village was established c.1759 by one of the figures represented in the monument, Chief Netawatwees, "Skilled Advisor", who the early English and French traders called "The Newcomer". During the American Revolution this Lenape village was home to 800 people. The site of the monument will be set on a 58' wide by 40' deep tract adjacent to the Temperance Tavern Museum and the Olde Main St. Museum on West Canal St. in Newcomerstown, Ohio. The installation will feature six, 7 ft tall bronze sculptures of historic and successive generations of a Lenape family from 1625 to 1850. Each figure will be set in a pose that reflects an important historical moment during their lifetime.

An 8' handicapped accessible brick walkway leading from the sidewalk and around this monument will include twenty historic narrative plaques, 20" x 12", each mounted on a shin high 260-pound gray granite base. The back side of the site will be planted with tall evergreen shrubs that will provide a nice backdrop while viewing the monument and provide a visual separation from the parking area.

There are a number of phases to achieve the full completion of this project including:

- 1. Site preparation: To be completed by October 2022
2. Development of informational Plaque content: To be completed by Jan 2023
3. Bronze sculpture creation: Chief Netawatwees will be ready to create by August 1, 2022 using existing secured funding.

EXHIBIT B

PROCUREMENT REQUIREMENTS

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

Spend Procurement Policy Action Threshold

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
\$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 cor
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:

- Design, Site Preparation, Creation and Placement of Lenape Indian Statue

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.

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.

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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 City.
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 City. 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

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 Village of Baltic 1021 West Main Baltic, OH 43804

- 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 Village of Baltic is looking to increase the size of waterpipes on Maple St from 6-inch pipe to the state standard of 10 inches. This will improve the water flow to the area which is being annex for future growth and housing development. They outcomes of this project are:

- Better fire protection
- 2400F of waterline improved
- Construction related job created
- 20 houses; approximately 65 beneficiaries directly impacted, which does not include the future development due to improved waterlines

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

VILLAGE OF TUSCARAWAS

By: *Dana L Moore*

Print Name: Dana L Moore

Its: Village Mayor

TUSCARAWAS COUNTY, OHIO

Maghan Needham, CPA, CFC

County Consultant

08/11/2022

Date

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Robert Stephenson II, Assistant Prosecuting Attorney

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

August 17, 2022, 2022

Journal 85 Pg. 309

[Signature]
Commissioner of Tuscarawas County

8/17/2022

Date

[Signature]
Commissioner of Tuscarawas County

8/17/2022

Date

Commissioner Landis, absent;
Commissioner of Tuscarawas County

8/17/2022

Date

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:

- Construction, maintenance and repair expenses related to the replacement of the Maple Street Water Line

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.

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 shall provide such documentation within seven (7) days. 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 expensed, 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 City.
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 City. 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

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: Village of Tuscarawas
522 East Cherry Street
Tuscarawas, Ohio 44682

- 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.

VILLAGE OF TUSCARAWAS

By: Dana L Moore

Print Name: Dana L Moore

Its: Village Mayor

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFC
County Consultant

08/11/2022
Date

APPROVED AS TO FORM AND CORRECTNESS:

Robert Stephenson II, Assistant Prosecuting Attorney

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

August 17, 2022, 2022

Journal 85 Pg. 309

[Signature]
Commissioner of Tuscarawas County

8/17/2022
Date

[Signature]
Commissioner of Tuscarawas County

8/17/2022
Date

Commissioner Landis, absent;
Commissioner of Tuscarawas County

8/17/2022
Date

EXHIBIT A

PROJECT ACTIVITIES

The service area for this project is the Tuscarawas Public Water Utility which provides drinking water to the Village of Tuscarawas and the Wainwright Subdivision for Tuscarawas County. The Tuscarawas Public Water Utility provides drinking water to 414 residential customers and 5 commercial/industrial customers (Not including the Wainwright Subdivision). The estimated Equivalent Population of the service area is 1,056 people from the 2010 Census. This Tuscarawas Public Water Utility receives its source water from two existing ground water wells located near Cherry St. at Village Park. The Village of Tuscarawas has a current, unconditioned license to operate this water system. The Village of Tuscarawas evaluated the idea of optimizing existing sequestration operations versus renovation/expansion of existing facility to remove manganese and iron from the source water. The proposed improvements will allow the water treatment plant to provide the necessary water to the system and operate the plant within the permitted limits while maintaining Iron and Manganese levels below the EPA's Secondary Maximum Containment Levels. Connecting the water lines from Park Dr. to School St. for looping purposes and increasing storage capacity was also evaluated as a part of the Village of Tuscarawas water system improvements. The current electrical control panel has signs of old water damage. This could have cause unseen damage in wiring and a section of the control panel stays hot even when the electrical disconnect switch is turned off. Therefore, the Village is making an electrical upgrade in the building to prevent any unnecessary safety issues. The existing capacity of the plant is close to a 24-hour supply and is recommended to implement additional storage volume. A 200,000-gallon tank, above ground at the location of existing storage would double the capacity and satisfy requirements of average daily flow plus flow for fire protection.

The water treatment plant additions will allow the current standard for health and safety to be improved throughout the Village. Sequestering the iron and manganese within the drinking water is the current method of treatment for the Tuscarawas Water Plant. This method treats the iron and manganese with a chemical agent. Currently, without any system expansion, filtration is a better solution for the Tuscarawas Water Plant. Water filtration is recommended because it is efficient and results in high-quality water. Looping from Park Dr. to School St. will create security within the system by improving reliability and will remove a dead-end water line, improving water quality to the system. Having water fed from two directions rather than one allows some service to continue even after a main break. Additionally, the construction of a new water storage tank will provide the security needed to adequately distribute future demand growth as well as provide additional storage for fire and general emergencies. The existing water reservoir has reached its life expectancy and should be replaced. Additional storage will provide the security needed to adequately distribute future demand growth as well storage for fire and general emergencies.

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:

- Replace Wiring for Electrical Control Panel

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		Supporting documents must be submitted electronically through Charif's website, provided by the County. Supporting documents does not include: Copies of supporting documentation (proof of payment and invoices) of eligible expenditures must be submitted. No payments will be made without adequate supporting documentation.
Street Address		
City/State/Zip		
Project ID		

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

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

CERTIFICATION: As a representative of the organization listed above, I certify, to the best of my knowledge that this report is true in all respects, the reported amounts agree with the official accounting records and all disbursements have been made for the purposes and conditions as detailed in the Project Agreement for this grant.

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

RESOLUTION (681-2022) CHANGE ORDER #1 – PORT WASHINGTON SANITARY SEWER REHABILITATION PROJECT

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following change order #1 for the Port Washington Sanitary Sewer Rehabilitation Project, in the total amount of \$18,901.95, changing the original contract amount of \$226,722.60 to \$207,820.65, as requested by Mike Jones, Sanitary Engineer.

CHANGE ORDER #1

Project No: PW-21-01 Owner: Tuscarawas County
 Contract: General Contractor: _____
 Project Name: Port Washington Sanitary Sewer Rehabilitation Project
 Date: _____

Description of Change:

This work includes an interim adjustment in quantities for work completed, as well as additional work requested by the Owner. The proposed changes are detailed on the attached summary.
 This change also amends the substantial completion date to October 28, 2022.

RECOMMENDED FOR APPROVAL BY: Michael Jones, PE, Director/Sanitary Engineer Date: 8/12/2022
 Original Contract Amt 226,722.60 APPROVED BY: Chris M. Miller
 Previous Changes (+ or -) 0.00 DATE: 8/17/2022
 This Change (+ or -) (18,901.95) SUBMITTED BY: [Signature]
 Adjusted Contract Amt 207,820.65 DATE: 8-12-22
 Contractor

00 94 10

CHANGE ORDER #1 - SUMMARY OF CHANGES

BID ITEM NO.	DESCRIPTION OF WORK	ADD/DEDUCT QUANTITY	UNIT PRICE	CONTRACT AMOUNT ADD/DEDUCT
A-1	Mobilization/Bond	0	3,500.00	\$0.00
A-2	Sewage Bypass	0	250.00	\$0.00
A-3	Pre-Rehabilitation Sewer Line Cleaning	28	2.25	\$63.00
A-4	Pre-Rehabilitation CCTV Inspection	28	2.00	\$56.00
A-5	8" Pipe Joint Testing	(2)	42.25	(\$84.50)
A-6	Lateral T-Liner		3,000.00	\$0.00
A-7	Packer Injection Grouting Pipe Joints ML Sewer 8"	(168)	0.10	(\$16.80)
A-8	Chemical Grout	(200.10)	10.00	(\$2,001.00)
A-9	Warranty Testing of Pipe Joints		70.00	\$0.00
A-10	Excavate/Point Repair (10'15') Inc. Dewatering		12,000.00	\$0.00
	<u>Additional Work: Negotiated Price</u>			
	Lateral CCTV for 1 day (2 laterals between MH 44 & MH 43)	1	2,400.00	\$2,400.00
Total Change - Contract "A"				\$416.70
B-1	Mobilization/Bond		4,000.00	\$0.00
B-2	Sewage Bypass		250.00	\$0.00
B-3	Pre-Rehabilitation Sewer Line Cleaning	48	2.25	\$108.00
B-4	Pre-Rehabilitation CCTV Inspection	48	2.00	\$96.00
B-5	Lateral T-Liner		3,000.00	\$0.00
B-6	8" Pipe Joint Testing	6	42.25	\$253.50
B-7	Packer Injection Grouting Pipe Joints ML Sewer 8"	(125)	0.10	(\$12.50)
B-8	Chemical Grout	(276.30)	10.00	(\$2,763.00)
B-9	Warranty Testing of Pipe Joints		70.00	\$0.00
B-10	Seal Open Pipe in Manhole with Waterstop		350.00	\$0.00
B-11	Excavate/Point Repair (10'15') Inc. Dewatering		12,000.00	\$0.00
	<u>Additional Work: Negotiated Price</u>			
	8" Part Liner MH 51A-51 @ 89.9'	1.00	3,415.00	\$3,415.00
	2 hours of CCTV ductile iron pipe in lieu of grouting	1.00	325.00	\$325.00

CHANGE ORDER #1 - SUMMARY OF CHANGES

BID ITEM NO.	DESCRIPTION OF WORK	ADD/DEDUCT QUANTITY	UNIT PRICE	CONTRACT AMOUNT ADD/DEDUCT
Total Change - Contract "B"				\$1,422.00
C-1	Mobilization/Bond		4,000.00	\$0.00
C-2	Sewage Bypass		250.00	\$0.00
C-3	Pre-Rehabilitation Sewer Line Cleaning	31	2.25	\$69.75
C-4	Pre-Rehabilitation CCTV Inspection	31	2.00	\$62.00
C-5	Lateral T-Liner		3,000.00	\$0.00
C-6	8" Part Liner (10 LF)	2	3,415.00	\$6,830.00
C-7	8" Pipe Joint Testing	(36)	42.25	(\$1,521.00)
C-8	Packer Injection Grouting Pipe Joints ML Sewer 8"	(69)	0.10	(\$6.90)
C-9	Chemical Grout	(217.45)	10.00	(\$2,174.50)
C-10	Warranty Testing of Pipe Joints		70.00	\$0.00
C-11	Excavate/Point Repair (10'15') Inc. Dewatering	(2)	12,000.00	(\$24,000.00)
Total Change - Contract "B"				(\$20,740.65)
GRAND TOTAL				(\$18,901.95)

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

RESOLUTION (682-2022) CHANGE ORDER #1 FINAL – PROJECT #3-2022 – CR 71 (SMOKEY LANE RD & TR 350 – YODER RD)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following change order #1 final for Project #3-2022 – CR 71 (Smokey Lane Rd & TR 350 – Yoder Rd), in the total amount of \$21,217.00, changing the original contract amount of \$125,297.00 to \$104,080.00, as requested by Joseph Bachman, Engineer.

ADG 1 3 2022

Tuscarawas County
 Project # 3-2022
 Roadway Reprofiting / Resurfacing
 CHANGE ORDER NO. 1 (Final)
 Part 4 – CR 71 – Smokey Lane Road & TR 350 – Yoder Road
 August 5, 2022

1. Adjust contract to reflect as-built quantities versus estimated plan quantities.

Ref. No.	Item No.	Plan Quantity	As Built Quantity	Description	Unit Price	Total Add Or (Deduct)
3	301	307 cy	301.85 cy	Asphalt Base Concrete	200.00	(1,030.00)
4	404	122 cy	118 cy	Asphalt Concrete	270.00	(1,080.00)
5	407	131 gal	0 gal	Tack coat	3.00	(393.00)
6	408	738 gal	0 gal	Prime coat	3.00	(2,214.00)
8	614.10	1.2 mi	0 mi	Temporary centerline striping	500.00	(600.00)
11	Special	190 cy	31 cy	Asphalt grindings -- to include Surface treatment of asphalt Grindings with MC 30 at a rate of 0.50 gal/sy	100.00	(15,900.00)

Total Add \$ 0.00
 Total Deduct \$ (21,217.00)
 Net Total Deduct \$ (21,217.00)

2. Contract Recapitulation

- a. Original Contract Amount \$ 125,297.00
- b. Change Order #1 - As-Built Quantities – Deduct \$ (21,217.00)
- c. Revised Contract Amount \$ 104,080.00

3. Change Order Request / Approval

Change Order Requested by: Jeff Glesner 8-16-22
 Jeff Glesner, Vice President
 Newton Asphalt Paving, Inc. Date

Recommended by: Joseph S. Bachman 8/5/22
 Joseph S. Bachman, PE, PS
 Tuscarawas County Engineer Date

Approved by: Tuscarawas County Commissioners

Chris Abbuhl 8/17/2022
 Chris Abbuhl, Chairman Date

Kerry Metzger 8/17/2022
 Kerry Metzger Date

Absent 8/17/2022
 Al Landis Date

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

RESOLUTION (683-2022)

PAY BILLS

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

Clerk of Courts		
Xerox	Service	\$59.28
Proforma	Supplies	\$460.00
Proforma	Supplies	\$150.00
		\$669.28
Commissioners		
American Electric Power	Service	\$23.34
Menards	Supplies	\$22.77
Blasenhauer Plumbing	HVAC Project/203 Fair	\$10,933.00
American Electric Power	Service	\$2,427.82
Beavercreek Landscaping	Mowing/County Cemetery	\$240.00
First Communications	Long Distance	\$19.75
First Communications	Long Distance	\$88.32
Hanhart Agency	Bond	\$100.00
		\$13,855.00
Common Pleas		
Copley Ohio Newspapers	Annual Jury Draw Notice	\$139.68
Thomson Reuters West	Library Plan Charges	\$156.32
		\$296.00
Dog Pound		
Humble Creatures	Medical Care	\$333.80
Action Now	Pest Control	\$37.00
		\$370.80
Engineer		
MNJ Technologies	Replace Battery Backup	\$390.00
Dover Brake	Repairs/Parts	\$94.54
Buckeye Power Sales	Generator Maintenance Agreement	\$880.00
Kyle Weygandt	Safety Training	\$500.00
A & M Service Center	Repairs	\$1,119.26
Staples Credit Plan	Supplies	\$69.99
Stocker Sand & Gravel	Mat'l per bid	\$10,090.63
Triple R Trailer Sales	Repairs/Parts	\$261.87
Ohio LTAP	Registration	\$360.00
Western Branch Diesel	Repairs/Parts	\$1,312.39
Summers Rubber	Repairs/Parts	\$163.91
Snyder Brothers Sales & Service	Repairs/Parts	\$276.20
Highway Equipment Company/OH	Equipment Rental & Delivery	\$6,664.00
Heritage Land Services	CR 37 Property Acquisition	\$1,116.00
		\$23,298.79
Job & Family Services		
Luke & Megan Kneuss	FP Training Stipend Reimb	\$330.00
		\$330.00
Juvenile/Probate		
Times Reporter	Legal Ad	\$496.85
Majority Strategies	Printing/Mailing "Good Deeds" Booklet	\$16,115.46
Theresa Wolf	Guardianship Investigation Mileage	\$3.04
Theresa Wolf	Guardianship Investigation Fee	\$125.00
K & M Coffee Service	Coffee	\$36.56
Theresa Wolf	Guardianship Investigation Fee	\$125.00
Theresa Wolf	Guardianship Investigation Mileage	\$4.91
		\$16,906.82
	GRAND TOTAL	\$55,726.69

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

Discussion: Robert Baker, President, HARCATUS, was present to give an update on the annual meeting from June, 2022. The new budget was approved and officers were re-elected. Robert Baker, President, Chris Modranski, Vice-President, Bryan Bartimus, Secretary, and Elmer Leeper, Treasurer. The Board consists of two representatives from the public, private and low-income sectors for each council for an 18-member Board. The annual board report lists everything HARCATUS is doing.

Commissioner Abbuhl thanked Robert for his longevity as President and being on the board for ten years and Six of those as President.

Discussion: Mike Jones, Sanitary Engineer, stated the Regional Sewer Facility Plan for the Midvale/Barnhill, and Roswell area had completed a consultant selection process and selected and awarded the contract to ADR & Associates based primarily on their Project Manager, Jeff Carr, who had been working with Roswell on their preliminary engineering report and was very familiar with the project and area. In the course of working with him when this was still just a Roswell project, Mr. Jones formed a working relationship with Mr. Carr and had a high level of comfort in his qualifications. Mr. Carr is now leaving ADR & Associates and moving on to an engineering and design group. Mr. Jones has concerns as to whether ADR has someone on staff that is really qualified to do this work. Mr. Jones consulted with Attorney Steve Anderson and the best course of action is to send ADR a letter and give them a fair opportunity to respond and provide an updated Statement of Qualifications with the person being assigned to this project so Mr. Jones and Mr. Anderson can review this and determine if ADR is still the best company to have do the project.

RESOLUTION (684-2022) AMEND REQUEST – UPDATED STATEMENT OF QUALIFICATIONS – ADR & ASSOCIATES – ROSWELL/BARNHILL SEWER FACILITIES PLAN - CORRECTED TYPOS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to amend the Updated Statement of Qualification for ADR & Associates for the Roswell/Barnhill Sewer Facilities Plan. There were typos in the resolution:

And needed to be changed to an

State needed to be changed to statement

Qualification needed to be changed to qualifications

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

RESOLUTION (685-2022) AUTHORIZE REQUEST – UPDATED STATEMENT OF QUALIFICATIONS - ADR & ASSOCIATES – ROSWELL/BARNHILL SEWER FACILITIES PLAN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to authorize Michael Jones, Sanitary Engineer of the Tuscarawas County Metropolitan Sewer District to request an updated Statement of Qualifications from ADR & Associates for the Roswell/Barnhill Sewer Facilities Plan due to the Project Manager, resigning from the company.

Nicholas Mill, P.E.
ADR & Associates, Ltd.
88 West Church St.
Newark, OH 43055

Re: Tuscarawas County MSD – Capital Improvement and Facility Plan for Midvale, Barnhill, Roswell, Kerr, Brightwood and Mill Township

Dear Mr. Mill:

ADR & Associates, Ltd. (“ADR”) was selected as the most qualified firm to provide the planning phase engineering for the above referenced project. This selection was based primarily upon the confidence we had in Jeffrey P. Carr to provide the necessary oversight and leadership for the project.

We developed a working relationship with Mr. Carr during his time performing engineering services for the Village of Roswell, which has now been incorporated into the County's regional facility planning with this project. Mr. Carr's background and knowledge of the Roswell area, as well as the sewer facility needs required to provide service to the area, was a significant factor in our selection.

We have recently learned that Mr. Carr will no longer be with ADR, and we have significant concerns about the fate of our project. It is critical that we ensure this project is performed by qualified personnel with the necessary background and qualifications needed for a significant planning project such as this.

For this reason, we are requesting an updated Statement of Qualifications including the resumes of the personnel who will be assigned to this project within seven (7) days of the receipt of this letter. Please be advised, unless we have ultimate confidence in your firm's ability to provide the required services, we will have no alternative but to resolicit qualifications and start over the consultant selection process over.

Thank you for your prompt attention to this critical matter. If you have any questions, please contact me at (330) 874-3262 or via email at mjones@tcmsd.org.

Regards,

Michael Jones, P.E.
Director/Sanitary Engineer

Michael Jones, P.E.
Director/Sanitary Engineer
Tuscarawas County Metropolitan Sewer District
9944 Wilkshire Blvd NE, Bolivar, OH 44612
P 330.874.3262
Website: www.tcmsd.org

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

Discussion: *Mike Jones, Sanitary Engineer, stated the Board recently authorized DynoTech to prepare a feasibility study in connection with the potential transfer of water & sewer facilities from the Village of Baltic to the County. Negotiations have been concluded with a proposed fee from the consultant for preparing the feasibility study. The fee they are proposing is \$56,000. Mr. Jones reviewed this with the Village because the consultant would be doing the work on behalf of the county, but the study was requested by the Village. The Village is going to enter into an agreement with the county to reimburse the county for the cost of the study. The Village has reviewed this with their Board of Public Affairs and they feel the most they can afford this calendar year for the study is \$30,000. The Village will be able to afford the remainder of the amount in 2023 once they build their funds back up.*

Commissioner Metzger stated he is all right with this plan of action because the small villages do not have the extra money. Mr. Abbuhl agreed with this course of action as well.

Discussion: *Jodi Salvo, Empower Tusc, was here to talk about Overdose Awareness. In 2020 the county was really impacted with drug overdoses and overdose deaths. This was an escalation from the pandemic, but at the height of the opioid epidemic around 2017-2018, the county mobilized really well to help people get the resources and services they really needed. Project Hope was introduced to the county at this time with the Silhouette Project in 2020-2021. The reason behind Project Hope is to be a very visual campaign and help people understand the loss of life to addiction and the impact of addiction in our county. It also helps reduce stigma, because every time the campaign is talked about, it helps people understand that people struggling with addiction could be any one of us and can happen so quickly. People also learn about the Hope line and they can call, get help and someone to talk too.*

Nichole Bache, Tusc Addiction Task Force, added this is an excellent program that really helps bring conversation to families. The silhouettes help families start the conversations that need to be happening in the home. It is important to get the Hope Line number out in the community so people know where to call to get help. Connie Limbacher, Empower Tusc, also added the silhouettes being out there make it

more visible and people realize it really does happen in Tuscarawas County. People know that it can happen to them at any time.

Commissioner Metzger, thinks this is a great program and is bringing awareness and education. There has been success with this program. There were some pretty high numbers with overdose deaths in the county. People are now being made aware, and the numbers have gone down. There is still work to be done.

Tana Ely, Vertava Health, stated employees and employers struggle because they do not know what to do or where to turn. It is important to get education out there and training to the employers and HR. Commissioner Abbuhl stated he was at a National Conference for the County Commissioners and one of the things they were supporting was the Mental Health First Aid Kit. Commissioner Abbuhl was in a conversation with HR recently and they stated they had gone through a program that was through the Mental Health First Aid Kit. This is probably something that will be looked at in the near future to assist your co-workers.

Commissioner Abbuhl read the Proclamation onto the record.

RESOLUTION (686-2022) PROCLAMATION – INTERNATIONAL OVERDOSE AWARENESS DAY – AUGUST 31, 2022

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following resolution proclaiming August 31, 2022 as International Overdose Awareness Day.

PROCLAMATION

INTERNATIONAL OVERDOSE AWARENESS DAY IN TUSCARAWAS COUNTY

WHEREAS: International Overdose Awareness Day is a global event that is held on August 31st of each year to remember those gone too soon from overdose deaths; and

WHEREAS: International Overdose Awareness Day aims to publicly challenge the stigma associated with substance use disorders and overdosing; and

WHEREAS: International Overdose Awareness Day allows us to honor the individuals whose lives have been lost from overdosing and acknowledges the grief felt by families, friends, and communities; and

WHEREAS: data released from the National Center for Health Statistics reported that deaths from drug overdoses in the United States soared to more than 107,622 in 2021, a nearly 15 percent increase from 2020; and

WHEREAS: in 2021, drug overdose data from Ohio Department of Health Bureau of Vital Statistics reported 5,585 Ohioans died of drug overdose between May 2020 and April 2021;

WHEREAS: in 2021, Tuscarawas County lost 25 residents to drug overdose death, and experienced 236 recorded overdoses that did not result in death; and

WHEREAS: in the first six months of 2022 Tuscarawas County has lost 9 residents to overdose deaths and had 96 recorded overdoses that did not result in death; and

WHEREAS: Every person deserves our best efforts to prevent death from overdose, and it is imperative to support overdose prevention policies and projects and to help make sure everyone understands overdose is an issue that impacts the person struggling with addiction, as well as families, friends, and communities,

WHEREAS, Tuscarawas County Commissioners encourage communities to support local prevention, treatment, and recovery efforts to include Project Hope, Project Dawn, Empower Tusc, and Tuscarawas County Addiction Task Force efforts to reduce stigma, prevent substance use, and make treatment and recovery services available to all; and

NOW, therefore, be it Resolved, that the Tuscarawas County Board of Commissioners, does hereby proclaim **August 31, 2022, as INTERNATIONAL OVERDOSE AWARENESS DAY.**

TUSCARAWAS COUNTY COMMISSIONERS

Chris Abbuhl
Chris Abbuhl
Kerry Metzger
Kerry Metzger
Al Landis
Al Landis



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

Discussion: Jodi stated for National Recovery Month, we want people to know there is hope. When someone is struggling with addiction, we say here is the hope line, call this, and we will get you connected. People struggling with addiction also need to know treatment works and recovery happens. This does not just mean you are not using substances, it means you can thrive in a life of recovery. People need to know help is out there, the recovery community is growing daily. Commissioner Abbuhl asked if people that have gone through treatment and recovery successfully help others who might be struggling? Nichole stated that a lot of people in recovery want to give back once they reach that point. Once you reach long-term recovery, you want to give back to others. Tana stated there is an alumni program and this is great for people to stay connected and hold each other accountable. There are events for people in recovery to be around other people in situations that might trigger use. After a person reaches a certain point in their recovery, they are invited back to the treatment facility to volunteer, sponsor or even work there to help others.

Commissioner Metzger stated this proclamation is very important because there are people addicted to different substances. Unfortunately, our legislatures and the like seem to funnel most of the attention and money to the addiction side of treatment, which is needed, but prevention and recovery always seem to be neglected. Recovery is so important. It does not make sense to spend all of that money on addiction treatment services and then just let them out and not have any follow up support for the people trying to better themselves. There needs to be more money places into the recovery aspect of treatment.

RESOLUTION (687-2022) PROCLAMATION – NATIONAL RECOVERY MONTH – SEPTEMBER 2022

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following resolution proclaiming September, 2022 as National Recovery Month.



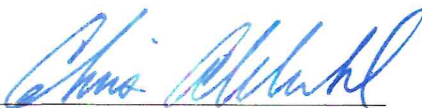
VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, absent;

RESOLUTION (688-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 1:53 p.m. to meet in Regular session Monday, the 22nd day of August, 2022.

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

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


Chris Abbuhl


Kerry Metzger

Al Landis, absent

Attest: 
Clerk