

RESOLUTION AUTHORIZING AND APPROVING A PARTICIPATING ADDENDUM BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS AND BUCKEYE POWER SALES

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021, to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals and businesses; and

WHEREAS, The Ashtabula County Board of Commissioners created a separate Local Fiscal Recovery Fund per Resolution 2021-35FINA adopted on June 1, 2021, for the purpose of receiving ARPA monies and to track allocations and expenditures consistent with the requirements of ARPA; and

WHEREAS, Ashtabula County Departmental of Environmental Services submitted an application for the purpose of making necessary investments in water, sewer, or broadband infrastructure; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the participating addendum be approved and ARPA funds be disbursed to Ashtabula County Department of Environmental Services in the amount of \$137,267.00 for expenses being utilized to invest in water and/or sewer infrastructure in accordance with ARPA.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-437

September 17, 2024

**RESOLUTION AUTHORIZING AND APPROVING A PARTICIPATING ADDENDUM
BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS
AND BUCKEYE POWER SALES**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PARTICIPATING ADDENDUM

Whereas, Kohler Power Systems, located at N7650 Lakeshore Dr., Sheboygan, WI 53083 and Sourcewell, located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 have entered into a cooperative purchasing agreement dated November 23, 2022 and based off of Sourcewell Solicitation Number RFP #092222 (the “Agreement”);

Whereas, Buckeye Power Sales, located at 8465 Tower Park Drive, Twinsburg, Ohio, 44087, (“Vendor”) is an authorized distributor of Kohler Power Systems pursuant to the Agreement;

Whereas, participation in the Agreement is open to eligible public entities in the United States;

Whereas, the Ashtabula County Board of Commissioners, located at 25 W. Jefferson St., Jefferson, OH 44047 (“County”) is political subdivision of the State of Ohio eligible to participate in the Agreement;

Whereas, the Agreement authorizes Participating Entities to negotiate a Participating Addendum with Supplier to comply with their legal requirements; and

Whereas, Vendor and County desire to set forth the terms of any purchase by County through the Agreement in compliance with its legal requirements and policies through a Participating Addendum;

Now, therefore, for good and valuable consideration, Supplier and County agree as follows:

1. This Participating Addendum shall take effect upon the approval of the County as set forth by the date of the County’s signature below and shall remain in force until the expiration date as set forth in the Agreement. In the event the Agreement is extended, Vendor shall provide written notice of the extension, and this Participating Addendum may likewise be extended at the sole discretion of County.

2. All purchases by County of any Equipment, Product, or Service set forth in Exhibit A shall be governed exclusively by the Agreement as modified by this Participating Addendum. In the event of any ambiguity or inconsistency between the terms of the Agreement and this Participating Addendum, the terms of this Participating Addendum shall take precedence.

3. The County's total liability under the Participating Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying the Participating Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Participating Agreement. No change or additional schedule to the Participating Agreement shall be effective against the County without a new Auditor's certificate.

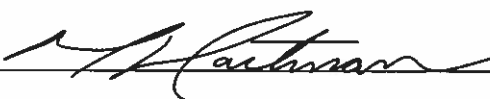
4. All questions regarding the validity, intention, or meaning of this Participating Addendum or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Participating Addendum or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

5. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address set forth at the beginning of this Participating Addendum with a copy to the Ashtabula County Prosecutor's Office, 25 W. Jefferson St., OH 44047, and, in the case of the Vendor, addressed to its address set forth at the beginning of this Participating Addendum. Any party may change its address by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

6. Any changes to the terms of this Participating Addendum or to the Equipment, Products, or Service in Exhibit A shall only be effective upon a written Amendment to this Participating Addendum duly executed by both Vendor and County.

Agreed upon and accepted by:

Buckeye Power Sales:


By: 

Date: 8/22/24

Its: Power System Sales

Matrix Matter No. 2024-CON-0106
Reviewed by Matthew J. Hebebrand, Esq.

Ashtabula County Board of Commissioners:

By: 
Its: President

Date: 9-17-24

Approved as to Legal Form:


Colleen M. O'Toole,
Ashtabula County Prosecutor

Date: 9/16/24

EXHIBIT A

Quote	Model/Service	Price	Quantity
0027091634	20REOZK	\$24,317.48	1
0027091634	KSS-AFTA-0070S	\$1,921.50	1
0027091634	Start-Up	\$2,733.02	1
0027091634	Tank Testing	\$1,000.00	1
0027091636	150REOZJF	\$48,173.24	1
0027091636	Start-Up	\$2,991.76	1
0027091636	Tank Testing	\$1,000.00	1
0027095872	150REOZJF	\$47,425.24	1
0027095872	KSS-AMTC-0230S	\$3,318.70	1
0027095872	Start-Up	\$3,397.06	1
0027095872	Tank Testing	\$1,000.00	1