

**RESOLUTION AUTHORIZING THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE APPALACHIA REGIONAL COMMISSION'S 2023 POWER INITIATIVE GRANT PROGRAM AND TO EXECUTE DOCUMENTS AS REQUIRED.**

WHEREAS, the Appalachian Regional Commission's POWER Initiative provides financial assistance to Ohio political subdivisions within Appalachia that help communities and regions that have been affected by job losses in coal mining, coal power plant operations, and coal-related supply chain industries due to the changing economics of America's energy production; and

WHEREAS, the Board of County Commissioners is desiring to incentivize fiberoptic broadband capital investment in underserved areas of the county; and

WHEREAS, Ashtabula County is requesting authorization of up to a \$2,500,000 award; and

WHEREAS, the broadband projects herein above described is considered to be a priority need for the County and are qualified projects under the Appalachian Regional Commission's 2023 POWER Initiative grant program, now

**BE IT RESOLVED BY THE ASHTABULA COUNTY COMMISSIONERS:**

Section 1: The Ashtabula County Board of Commissioners' J. P. Ducro IV is hereby authorized to apply to the Appalachia Regional Commission's 2023 POWER INITIATIVE for funds in the amount of \$2,500,000.

Section 2: The Ashtabula County Board of Commissioners' J. P. Ducro IV is authorized to enter into any agreements as may be necessary and appropriate for obtaining this Appalachian Regional Commission financial assistance.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-213**

**April 11, 2023**

**RESOLUTION AUTHORIZING THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE APPALACHIA REGIONAL COMMISSION'S 2023 POWER INITIATIVE GRANT PROGRAM AND TO EXECUTE DOCUMENTS AS REQUIRED.**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

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

**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.



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

## BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assist. Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. ARC		\$ 2,497,161	\$	\$ 2,497,161	\$	\$2,497,161
2. Local			\$ 9,998,462		\$ 9,998,642	\$9,998,642
3. Other						
4.						
<b>5. TOTALS</b>				\$2,497,161	\$9,998,642	\$12,495,803
SECTION B - BUDGET CATEGORIES						
6. OBJECT CLASS CATEGORIES	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) ARC	(2) Local	(3) Other	(4)		
a. Personnel	\$	\$	\$	\$		
b. Fringe Benefits					\$0	
c. Travel					\$0	
d. Equipment					\$0	
e. Supplies					\$0	
f. Contractual	\$2,497,161	\$9,998,642			\$12,495,803	
g. Construction					\$0	
h. Other <small>Contingency/permits/e asegments</small>					\$0	
i. Total Direct Charges (sum of 6a-6h)	\$2,497,161	\$9,998,642			\$12,495,803	
j. Indirect Charges					\$0	
k. TOTALS (sum of 6i and 6j)	\$2,497,161	\$9,998,642			\$12,495,803	
<b>7. PROGRAM INCOME</b>		\$0			\$0	

SECTION C - NON FEDERAL RESOURCES						
(a) Grant Program		(b) Applicant	(c) State	(d) Other sources	(e) TOTALS	
8.	Local Resources & ISP Cash	\$10,000		\$9,988,642	\$9,998,642	
9.						
10.	Other					
11.						
12.	<b>TOTALS</b> (sum of lines 8 and 11)	\$10,000		\$9,988,642	\$9,998,642	
SECTION D - FORECASTED CASH NEEDS						
		Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13.	<b>Federal</b> ARC	\$750,000		\$750,000		
14.	<b>NonFederal</b>					
15.	<b>TOTAL</b> (sum of lines 13 and 14)					
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT						
		FUTURE FUNDING PERIODS (YEARS)				
(a) Grant Program		(b) First	(c) Second	(d) Third	(e) Fourth	
16.	ARC	\$ 750,000	\$750,000	\$500,000	\$125,000	
17.	ARC Years 5-7	\$125,000	\$125,000	\$122,161	\$0	
18.						
19.						
20.	<b>TOTALS</b> (sum of lines 16 - 19)					
SECTION F - OTHER BUDGET INFORMATION						
21.	<b>Direct Charges:</b>	22. <b>Indirect Charges</b>		Base (Modified Total Direct Cost)		
				Total Indirect Expense (45% MTDC - Predetermine		
23.	<b>Remarks</b>					

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assist. Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
		1. ARC		\$ 2,497,161	\$	\$ 2,497,161
2. Local			\$ 9,998,462		\$ 9,998,642	\$9,998,642
3. Other						
4.						
5. TOTALS				\$2,497,161	\$9,998,642	\$12,495,803
SECTION B - BUDGET CATEGORIES						
6. OBJECT CLASS CATEGORIES		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
		(1) ARC	(2) Local	(3) Other	(4)	(5)
a. Personnel		\$	\$	\$	\$	
b. Fringe Benefits						\$0
c. Travel						\$0
d. Equipment						\$0
e. Supplies						\$0
f. Contractual		\$2,497,161	\$9,998,642			\$12,495,803
g. Construction						\$0
h. Other	Contingency/permits/ easements					\$0
i. Total Direct Charges (sum of 6a-6h)		\$2,497,161	\$9,998,642			\$12,495,803
j. Indirect Charges						\$0
k. TOTALS (sum of 6i and 6j)		\$2,497,161	\$9,998,642			\$12,495,803



Appalachian Regional Commission  
**GRANT ADMINISTRATION MANUAL**

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**For ARC Non-Construction Grants**

February 2020

1666 Connecticut Ave NW, Suite 700  
Washington DC 20009-1068

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## INTRODUCTION

This manual provides guidance on post-award administration of ARC non-construction projects from approval to closeout.

If you have questions about any aspect of your ARC grant, please contact the State Program Manager or the ARC project coordinator listed on the first page of your grant agreement. The mailing address is:

Appalachian Regional Commission  
1666 Connecticut Avenue NW, Suite 700  
Washington, DC 20009-1068  
Fax: (202) 884-7682

## PROJECT MANAGEMENT

### WHAT TO DO FIRST

Before starting an ARC project, read your ARC Grant Agreement. The grant agreement is like a contract and will serve as a guide throughout the grant performance period. You are responsible for complying with all terms of the Grant Agreement.

Log in to [ARCnet](https://arcnet.arc.gov), ARC's grants management system, to access your electronic project record. If you have not established an account, click on the link for new users on the main page and follow the instructions to create a new account. You are responsible for keeping the contact information up to date in ARCnet for your project.

Log on to ARCnet at <https://arcnet.arc.gov> to:

- Review ARC Grant Agreement
- Track payment & amendment requests
- View projected performance measures
- Add/Change project contacts
- Check reporting deadlines
- Identify ARC project coordinator

**NOTE:** Your email must be listed in ARCnet in order to log in. You are only able to see projects that include you with your email address under "contacts". If you are not able to log in or cannot find a project, the primary account holder(s) in your organization must add you as a contact in ARCnet.

ARC Grant Agreements are stored in the electronic record of your project in ARCnet, and can be found in the "Documentation" section under "Files." The ARC Grant Agreement also identifies your ARC project coordinator and his/her contact information.

The project's start and end dates (the "project period" or "period of performance") are listed on the "Report" tab. Do not begin project activities before the project's start date nor continue them beyond the end date as only activities conducted during the period of performance are eligible for reimbursements or are able to count as part of the matching contribution.

The report tab also contains the reporting period and due date for your progress and final reports. Monitor these dates to be sure that you meet ARC's reporting requirements. Review the projected performance measures for your project, also found in the ARCnet record in the "Performance" section. You are responsible for tracking these measures and reporting your progress in interim and final reports to ARC.

For assistance logging in or using ARCnet, email [itsupport@arc.gov](mailto:itsupport@arc.gov).

## **STARTING THE PROJECT**

You should begin work on your ARC-funded project as soon as the grant agreement's period of performance begins. Unless explicitly stated in your ARC Grant Agreement or ARC Approval Memo, you do not have to contact ARC before you begin. ARC and state contacts are available to answer questions and provide guidance as needed.

## **PROCUREMENT**

If your project involves procurement, e.g., for a service or a product, your ARC project coordinator may ask to review your written procurement procedures before the project starts. Regardless of whether you are asked to share these procedures with ARC, each procurement must comply with federal procurement standards.

State agencies follow their own procurement policies and procedures. All other grantees must competitively bid procurements according to the procurement standards in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, found at 2 C.F.R. 200.317-326. See Part II, Articles 5 and 6 of your ARC Grant Agreement for more details about contracting procedures.

## **CONTRACTING OR SUBAWARDING FOR SERVICES**

Prior ARC approval is required before subawarding, transferring or contracting out work under your ARC grant, unless identified in the original, approved work plan, or any approved revision.

The decision as to whether to award a subgrant or to make a procurement must be made on a case-by-case basis. It is important to get this decision right because legal obligations of a subgrantee differ from those of a contractor. Federal regulations should be consulted at 2 CFR 200.330, *Subrecipient and contractor determinations*.

## **SUSPENSION AND DEBARMENT**

All recipients and subrecipients of ARC funds are subject to suspension and debarment regulations at 2 CFR Part 180, which restrict awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from participation in federal assistance programs or activities.

All recipients and subrecipients of ARC funds must be registered on GSA's System for Award Management (SAM), which contains the electronic roster of suspended and debarred entities that are ineligible from receiving federal assistance and benefits.

Grantees are responsible for ensuring that subgrantees and/or contractors have not been suspended, debarred, or disqualified by checking <https://www.sam.gov/SAM/> for SAM Exclusions. Grantees must check this information not only before a subaward, contract, or loan is made, but also during the performance period.

## REPORTS

To view the requirements for reporting, refer to Article 4 Reports, found in Part II of the ARC Grant Agreement.

### REPORTING INTERVALS

The reporting period begins with the start date of the grant agreement. ARC requires interim progress reports every 120 days or every four months and a final report at the end of your project's period of performance. Reports are due no later than 30 days after the close of a reporting period.

If program activities did not start within this period, or if the project is delayed any time during the reporting period, narrative and financial progress reports are still required, explaining the reasons for the delay and how any problems are being resolved.

### DUE DATE FOR FINAL REPORTS

The final narrative report and all financial documents are due within 30 days of the end of the project. After your ARC project coordinator accepts your report, he/she will prepare a closeout report which becomes the basis for closing the grant agreement. If a delay in submitting the final narrative report is expected, the grantee should notify the ARC project coordinator.

### REQUIRED CONTENT FOR ALL REPORTS

Both interim and final reports must include:

1. **ARC-PPR Performance Progress Report** (ARC cover page). This form is available on ARC's web site at <https://www.arc.gov/funding/forms.asp>. Box 8 of the PPR should be marked as 'interim' or 'final' as applicable.
2. **The Performance Narrative** - The performance narrative is listed in section 10 of the ARC-PPR, but should be attached as a separate document.
3. **Standard Form 270-Request for Advance or Reimbursement**; and
4. An **ARC Reimbursement and Payment Advance Request Worksheet** that summarizes actual expenditures by approved budget line items.

If requesting an advance payment, a brief justification is also required. Contact your ARC project coordinator for more details. Financial documentation is required even if no reimbursement is being requested for the reporting period.

## PERFORMANCE MEASURES

Performance measures are stored on ARCnet on the “Performance” tab of your electronic project record and also on the approval memo found on the “Documentation” tab. ARC records projected outcomes and outputs upon approval of a project. Actual outcomes and outputs must be reported when a project is completed.

For a list and definitions of the output and outcome performance measures that may be used for ARC projects, please review the *Guide to ARC Project Performance Measures* found at <https://www.arc.gov/funding/forms.asp>.

## REQUIRED CONTENT FOR FINAL NARRATIVE REPORT ONLY

The final report is your opportunity to share the significant features of your project and present information about the results your project achieved. The document should be written as if the reader has no previous knowledge of your project’s activities. **The report should cover the entire period of performance.** It must review and highlight all activities that occurred during the implementation of the project, including an assessment of all performance measures that were proposed in the ARC project application. See below for more information regarding required report contents.

## SUBMITTING REPORTS

Reports should be completed in the appropriate electronic format and emailed to the project coordinator as file attachments to the body of an email message. Reports must include the complete grant number (including all hyphens) in the subject line of your email message and on all other correspondence. Note that grant numbers have letters, numbers, hyphens (-), and no spaces, e.g. AL-12345-15.

Reports should be emailed to your ARC project coordinator. His/her email address is listed on your ARC Grant Agreement. The State Program Manager listed on your Grant Agreement should be copied on the email. Other state ARC contacts, as specified by your state ARC program office, should be copied as well. Other individuals from the grantee’s organization may also be included in the email if desired by the grantee’s organization. Grantees that do not have the technological capability to submit electronic files, or have report content that cannot be submitted electronically, should make alternate arrangements with their ARC project coordinator.

If you have questions regarding the information needed for reports, call or email the ARC project coordinator identified on page one of the ARC Grant Agreement. Include the complete grant number (including all hyphens) in the subject line of your email message and on all other correspondence, e.g. AL-12345-15, exactly as it appears in your ARC Grant Agreement.

## APPENDING NARRATIVE REPORTS TO THE ARCNET ELECTRONIC RECORD

The ARC project coordinator will upload your report(s) to ARCnet, ARC’s grants management system, after reports have been reviewed and accepted.

## SUMMARY OF ARC REPORTS

	Interim	Final
How often?	Every 120 days or every 4 months beginning with the project start date. Due within 30 days of end of the reporting period.	Due within 30 days of end of the grant performance period.
Activities covered	Only those occurring in that reporting period.  Schedule of activities for the next reporting period.	Cumulative for the entire performance period of the grant.
Financial report required?	Yes	
Forms & content required	ARC-PPR, marked as interim Interim Narrative Report SF270, marked as partial ARC Backup Worksheet(s), Reimbursement and/or Advance Payment Request Justification for advance if applicable	ARC-PPR, marked as final Final Narrative Report SF270, marked as final ARC Backup Worksheet, Reimbursement Request only
Narrative format	Use ARC format provided in this manual	
Email	ARC Project Coordinator w/ CC to the State Program Manager	

## FORMAT AND CONTENTS OF PROJECT NARRATIVE REPORTS

### COVER PAGE

The ARC-PPR form serves as the report's cover page and must be signed by an authorized individual. The ARC-PPR should accompany each interim progress report and the final report. Unless instructed otherwise by your ARC project coordinator, attach a narrative (section 10 on the ARC-PPR) covering the elements listed below, as a separate document.

### BACKGROUND

Provide a short statement regarding the need for this project. What problems did you hope to solve when you applied for ARC funding?

## RECENT/UPCOMING ACTIVITIES

Describe in detail what happened during this reporting period and explain how you implemented the approved scope of work. If there have been significant changes to your program during the course of the project, or if the project was implemented differently than described in your original proposal, please describe those changes here. If you retained a consultant, list their credentials and describe what they were paid to do.

## PROGRESS MADE TOWARD PROJECT OUTCOMES

Provide any statistical information that helps document the outputs and outcomes of your project to date. Data will vary according to the type of activities you completed. Although it may be difficult to document outcomes (results) at this time, grantees should report progress made to-date. If outputs and/or outcomes will not be attained until after the end of the grant period, predict the likelihood of meeting those original targets—and give a date. You are responsible for accurately tracking and documenting all listed outputs and outcomes from the Approval Memo and the Performance tab in ARCnet.

Sample Summary Table of Performance Measures	
Projected Outputs	Actual Outputs for the Reporting Period
Projected Outcomes	Actual Outcomes for the Reporting Period

**For the final report**, write an assessment of how your project has impacted the problems you were trying to solve. Were there unexpected benefits? Shortfalls? Also, provide a summary table of the outputs and the outcomes achieved to-date for the entire project performance period as applicable.

## PROBLEMS ENCOUNTERED

Describe any and all major issues that arose during the implementation of the project. What would you do differently if you were starting this project again? Knowing the types of difficulties you encountered and how you resolved them will guide us in offering technical assistance to future grant applicants. Address each issue separately in its own section, and describe whether and how the issues were resolved. Also, briefly discuss the implications of any unresolved issues or concerns.

## OUTLOOK FOR PROGRAM CONTINUATION AND SUSTAINABILITY

Describe how the project activities will be sustained without the grant funding. Did the project generate income? Will the program continue with other funding, and if so, what other sources of funds have been identified? If the program is to be discontinued, has it served its purpose, or is there still a need to solve the problems you were addressing? What additional steps are being taken to obtain other resources needed to continue the project?

## CONCLUSIONS AND RECOMMENDATIONS (FOR FINAL REPORT ONLY)

Summarize your entire project and the lessons learned during its implementation. Include a review of your successes and suggest ways that your experience may be helpful to others.

## ATTACHMENTS

Attach or include material that helps to describe your project and documents your success, such as photographs, news clippings, maps, links to videos, and/or website addresses. Also, please attach copies of any written evaluations that may have been completed for your project.

NOTE: You should have written permission or releases signed by the individuals and/or their guardians, to use photos of any recognizable individuals before sending them to ARC. Do not send the photo releases but retain them with your project files

Do not send personally identifiable information, as defined in 2 CFR 200.79, e.g. social security numbers, birthdates. Grant files are subject to public inspection.

## FINANCIAL REPORTS AND PAYMENT REQUESTS

### ARC REIMBURSEMENT PROCESS

ARC makes electronic payments to grantees using the Automated Clearinghouse (ACH) payment system. No payments will be made without a completed ACH enrollment form (SF 3881) on file. The SF3881 enrollment form with instructions was included with the ARC Grant Agreement that was electronically sent to the individual named as the project executive, and is available at <https://www.arc.gov/funding/forms.asp>. If your organization is registered with the [System for Award Management \(SAM\)](#), information about your financial institution submitted to ARC on the SF3881 must be consistent with information found in SAM or payment will not be made.

Financial forms are reviewed to confirm that expenditures are consistent with the approved budget and reflect the project's progress described in the narrative report.

Payments may be tracked by logging in to ARCnet and viewing the electronic record for your project. Select the "Financial" tab, and then select "Payment" for a record of all payments.

### REQUESTING A REIMBURSEMENT

Reimbursement requests should be signed, scanned and emailed to ARC. Payment requests must include the following documents:

1. **ARC-PPR Performance Progress Report** (ARC cover page). This form is available on ARC's web site at <https://www.arc.gov/funding/forms.asp>. Box 8 of the PPR should be marked as 'interim' or 'final' as applicable.
2. **The Performance Narrative** - The performance narrative is listed in section 10 of the ARC-PPR, but should be attached as a separate document.
3. **Standard Form 270 - Request for Advance or Reimbursement**; and
4. An **ARC Reimbursement and Payment Advance Request Worksheet** that summarizes actual expenditures by approved budget line items.

Payment forms were included with your ARC Grant Agreement and are available at <https://www.arc.gov/funding/forms.asp>. Both ARC *and* matching funds must be identified in the backup worksheet that accompanies all payment requests.

The ARC Grant Agreement, Part II, Article 11, outlines the conditions which must be met for a grantee to receive reimbursement for incurred expenses. Unless there are unforeseen or outstanding issues, payments will be made within 30 days after a grantee submits both a detailed progress narrative report and corresponding accurate and completed financial documentation. Payments will not be authorized until the ARC project coordinator has received and accepted both components.

ARC routinely withholds the final 10 percent of the grant amount until the final reports are accepted and the project is closed.

### REQUESTING AN ADVANCE PAYMENT

ARC will advance funds, but usually for no more than one reporting period and never for the final payment at time of closeout. The advance payment request should include:

1. A statement explaining why an advance is necessary;
2. **Standard Form 270 - Request for Advance or Reimbursement**
3. An **ARC Reimbursement and Payment Advance Request Worksheet** showing *estimated* expenditures for each approved line item in the official budget for the forecasted period.

A reimbursement and advance may be included in a single payment request accompanied by separate worksheets for the reimbursement and for the advance and one SF270. The advance worksheet is included as the second tab of the Excel file "Reimbursement and Payment Advance Request Worksheet."

### REQUESTING A FINAL PAYMENT

The final payment due to the grantee is contingent upon submission to ARC, and ARC's approval of the final narrative report and final financial report. Final payments are processed when the project closeout is complete and may take longer than interim payment requests.

**Final written and financial reports should reflect activities and costs for the entire grant performance period.** The final reports must include the source(s) and amount(s) of all matching funds. The final Reimbursement Request Worksheet should also detail how all matching funds were used.

## CHANGES TO A PROJECT

### MAKING CHANGES TO GRANTEE'S FINANCIAL INSTITUTION

Complete a new ACH enrollment form if your financial institution changes during the period of performance for your ARC Grant Agreement. Include a note indicating that it is revised and submit the new form by mail or by fax to the ARC Finance Office, 1666 Connecticut Ave. NW,

Suite 700, Washington, DC 20009-1068; Fax number (202) 884-7691. Be sure to include your full ARC project number on the form.

### **CHANGING THE PERIOD OF PERFORMANCE OF AN ARC GRANT AGREEMENT**

If a project cannot be completed within the approved period of performance, an extension request may be made by email to your ARC project coordinator and the State Program Manager. The request must be received and approved **prior to the project end date listed in the grant agreement**. The request must include the reason for the extension and the proposed revision to the end date. Approval of a project extension is contingent on the state's concurrence.

### **CHANGING A KEY PERSON**

Prior ARC approval is required to change in a key person specified in the grant application or the grant agreement. Your State Program Manager should be copied on the request.

### **REDUCING ENGAGEMENT**

Prior ARC approval is required if you disengage from your ARC project for more than three months, or reduce by 25 percent the time devoted to the project. Your State Program Manager should be copied on the request.

### **CHANGES IN COST SHARE/MATCH**

Prior ARC approval is required for any changes to the approved cost-share or match provided.

### **MODIFYING THE BUDGET OF YOUR ARC PROJECT**

Prior ARC approval is required for changes to major line items when the grant amount exceeds \$100,000 and the total proposed transfer exceeds ten percent of the project's total approved budget. To request a budget change, submit a budget revision worksheet and narrative justification to the ARC project coordinator and State Program Manager. Note that the 10 percent cap on budget changes is cumulative over the life of the project and that new budget line items cannot be created.

The State Program Manager must concur with the request before ARC will consider a budget change request. Budget changes that involve substantial revision to the scope of work or objectives of the project regardless of the grant amount or amount of money being moved always require prior ARC approval.

Copies of minor budget revisions should be sent to ARC so that files will reflect the correct budget at all times. A budget revision request worksheet is available at <https://www.arc.gov/funding/forms.asp>.

## OTHER CHANGES TO AN ARC PROJECT

Generally, minor project extensions and budget revisions can be approved by the ARC project coordinator. Requests for substantial changes to a project's scope of work must be reviewed and approved in a process that is similar to the review of the original application.

The State Program Manager must concur with the request before ARC will consider a project revision request.

To request a change to an ARC project, describe in detail the reason for adding, modifying, or deleting an activity. Include information explaining any revisions to the expected outcomes that would result from the proposed change(s).

## RECORD KEEPING AND AUDITS

### OFFICE OF MANAGEMENT AND BUDGET GUIDANCE/FEDERAL REGULATIONS

ARC grants must be administered in accordance with federal regulations promulgated by the Office of Management and Budget at Title 2 of the Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The grantee is expected to be familiar with, and make sure that the project adheres to, these regulations. The regulations are occasionally revised. It is recommended to access the regulations at [www.ecfr.gov](http://www.ecfr.gov), which is maintained by the U.S. government and updated regularly. You may order hard copies of the regulations directly from the Office of Management and Budget by telephoning that office at 202-395-7332.

### AUDIT REQUIREMENTS FOR ARC GRANTS AND SUBGRANTS

Grantees and subgrantees must maintain accurate and complete records relating to ARC awards and subawards, and make these available to ARC upon request, or for audit, as necessary, by the ARC Office of Inspector General or the Government Accountability Office. Each year, ARC's Office of the Inspector General conducts random audits of selected ARC projects to ensure compliance with the Appalachian Regional Development Act, the ARC grant agreement, ARC policies and procedures, and federal regulations.

In addition, grantees and subgrantees that expend \$750,000 or more of total federal awards (including any ARC grant) during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F of 2 CFR Part 200. Grantees must ensure that their subgrantees comply with this audit requirement as applicable.

### COMMON AUDIT ISSUES

If your organization is selected for an OIG audit, you are required to cooperate by providing all documentation and information requested. To get an idea of some common audit issues, you may access previous [ARC OIG audit and inspection reports](https://www.arc.gov/about/officeofinspectorgeneral.asp) online at <https://www.arc.gov/about/officeofinspectorgeneral.asp>. Below are some potential audit issues to be aware of:

1. **General financial management.** Financial management systems must be sufficient to prepare reports, trace all funds, and ensure control and accountability over all property, funds, and assets.
2. **Internal controls.** Policies and procedures must provide reasonable assurance that the ARC grant will be managed in compliance with applicable statutes, regulations, and grant terms and conditions.
3. **Separate Accounts.** If your organization manages several grants, each grant must be accounted for separately, including activities, receipts, expenditures, and any matching fund documentation. Records must identify the source and use of funds provided for each grant-funded activity; no commingling of funds.
4. **Documenting and identifying match.** If your project will be using in-kind or third-party property or services for matching purposes, records should be maintained including a listing of sources and documentation showing that the contributions were valued according to federal cost principles at 2 CFR Part 200, Subpart E, and 2 CFR 200.306, e.g., appraisals, evidence of local rates of pay, etc. Documents such as invoices, volunteer time sheets, employee pay records, receipts, etc. should support all services donated.
5. **Procurement.** Written procurement policies and procedures should reflect requirements in federal regulations at 2 CFR 200.317-326, including (for grantees that are not state agencies) requirements relating to competition, standards of conduct prohibiting conflicts of interest, and cost and price analyses.
6. **Direct/Indirect Costs.** With a few exceptions, indirect costs charged to an ARC project must be pursuant to (a) a federally negotiated indirect cost rate or (b) the de minimis rate provided in federal regulations, as documented in writing. The rate must be listed in the approved ARC budget. Indirect and direct costs must be treated consistently.
7. **Equipment and Property.** Written equipment management and maintenance procedures must be followed, according to federal regulations and ARC requirements, including inventory requirements, filing of a notice of federal interest, and proper use.
8. **Costs with respect to travel.** Travel claims should follow written policies of the grantee when consistent with federal regulations at 2 CFR Part 200, including but not limited to 2 CFR 200.474. Invoices should support costs and expenditures.
9. **Timeframe of eligible expenses.** Expenses charged to the ARC project must be incurred during the grant period of performance. As noted previously, any grant period extensions must be approved by ARC before the grant period expires.
10. **Support of Salaries and Wages.** All documentation relating to salaries and wages charged to your ARC grant should be maintained. Salaries and wages must reflect the actual activity of each employee, not a budget estimate.
11. **Performance measures.** Final reports should describe actual achievements rather than estimates, and tie objectives met to the objectives outlined in the grant agreement.
12. **Allowable costs.** All costs charged to your ARC grant must be allowable under federal cost principles, Subpart E to 2 CFR Part 200.
13. **Performance period.** All costs charged to your ARC grant must be incurred during the period of performance, not before or after.

## AFTER PROJECT COMPLETION

### PROJECT CLOSE-OUT

After your project is complete you must submit a final narrative report and final financial reports. The ARC project coordinator will prepare closeout documentation. You will receive an email notification when the project has been closed by ARC.

### POST-CLOSEOUT OBLIGATIONS

You must promptly liquidate all obligations incurred under your ARC grant and promptly return any unused advance payments to ARC.

You must account for any real property or equipment purchased or improved with, or used as match for, your ARC grant, in accordance with 2 CFR 200.310 *Insurance coverage* through 200.316 *Property trust relationship*.

Program income is not required to be reported after a project is closed out.

### VALIDATION VISITS & OTHER POST AWARD ACTIVITIES WITH ARC

You may have other opportunities to share the success of your project if it is selected for a validation visit by ARC staff or if the project is selected to participate in an independent program evaluation. Grantees are required to comply with requests for information at these times even after the project is closed.

ARC's project investments are tracked in a variety of ways after a project is closed, including:

- **Validation Visits** - ARC staff visit approximately 50 projects annually. The visits help ARC to assess the impact of its investments and verify reported performance measures. Selected projects are visited after the ARC project is closed. Such visits may occur up to 5 years after project closeout. ARC Code chapter 8.9 requires grantees and subgrantees to cooperate with ARC's evaluators, e.g. by providing the documents requested and participating in interviews.
- **Program Evaluations** - Program evaluations are performed by an outside contractor, and required by Congress. Program evaluations often involve large numbers of ARC grantees currently or formerly involved in similar types of activities, such as infrastructure, education, business development, etc.
- **Inspector General Audits, Inspections, and Investigations** - The Office of Inspector General provides independent and objective audits and investigations relating to agency programs and operations, as set forth in the Inspector General Act of 1978.

## Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about-
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs, and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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J.P. Ducro IV, County Commissioner

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Name and Title of Certification Official

J.P. Ducro IV-9/21/2023

9/21/2023

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Signature

Date

**Grant Agreement  
Between  
Appalachian Regional Commission  
and  
Ashtabula County, Ohio**

<b>ARC Contract Number:</b> PW-21464-IM-23		
<b>Project Title:</b> Connecting Underserved Ashtabula County, Ohio		
<b>Grantee:</b>	Ashtabula County, Ohio 25 W. Jefferson St. Jefferson, OH 44047	<b>ARC Project Coordinator:</b> Chad Parker
<b>Grantee's EIN:</b>	346000128	<b>Telephone:</b>
<b>Project Director:</b>	Jake Brand	<b>Fax:</b>
<b>Telephone Number:</b>	440-576-3825	<b>Email:</b> cparker@arc.gov
<b>Grantee's Email:</b>	JABrand@ashtabulacounty.us	<b>State Administration/Liaison Officer:</b>
Part I - Special Provisions		

**1. Statement of Purpose - Incorporation of Proposal:**

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) for Ashtabula County to contract with a vendor to expand broadband access in underserved or unserved areas of the county. The vendor will provide up to one gigabyte symmetrical broadband service with extremely low latency to approximately 90 businesses and 2,986 residences. Partnerships have also been formed with public libraries in the impacted region, the Ashtabula County Farm Bureau, and the Ashtabula County Community Action Agency to implement coordinated outreach and training that will assist the target area.

This grant is made under the Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative, which is an integrated, multi - agency effort to align and invest federal economic and workforce development resources in communities and regions negatively impacted by changes in the coal economy.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on July 19, 2023. Grantee's proposal is incorporated by this reference as a supplement to Part I. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

**2. Order of Precedence:**

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Grantee Requirements section of the Community Broadband as a Service (BaaS) Grants guidelines dated May

22, 2023, the POWER Initiative 2023 Request for Proposals, the attached Grant Administration Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

**3. Reports:**

A progress report for each 120-day period and a final report are required under this agreement (see Part II, Article 4).

**4. Consideration and Method of Payment:**

**A. Total.**

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$2,497,161 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$9,998,642 in cash, contributed services, or in-kind contributions, as approved by ARC.

**B. Method.**

Progress and advance payments not to exceed 90% of total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this agreement (see Part II, Article 11).

**5. Budget:**

Costs will be determined in general accord with the budget submitted on 9/6/2023, which is hereby incorporated into this agreement as Supplement B to Part I, subject to the terms of this Grant Agreement and pertinent ARC Code Provisions.

**6. Period of Performance:**

The grant period of performance shall be 10/1/2023 through 9/30/2030.

Charles Howard-9/20/2023	9/20/2023
_____	_____

<b>General Counsel</b>	<b>Date</b>
J.P. Ducro IV-9/21/2023	9/21/2023
_____	_____

<b>J.P. Ducro IV</b>	<b>Date</b>
<b>County Commissioner</b>	

Part II  
Appalachian Regional Commission  
Grant Agreement: General Provisions

**Article 1 General Procedures.**

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

**Article 2 Restrictions on Use of ARC Funds.**

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

**Article 3 Work Plan/Detailed Budget.**

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

**Article 4 Reports.**

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

## **Article 5 Contracting Procedures**

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

## **Article 6 Subcontracting.**

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

## **Article 7 Coordination and Non-Duplication.**

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

## **Article 8 Project Personnel.**

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

## **Article 9 Compliance with Applicable Laws.**

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

#### **Article 10 Retention of Rights.**

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

#### **Article 11 Method of Payment.**

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

**NOTE:** All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

## **Article 12 Grant-Related Income.**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

## **Article 13 Rebates and Discharges from Liability.**

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

## **Article 14 Records /Audit.**

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

### **Article 15 Responsibilities.**

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

### **Article 16 Grantee's Principal Personnel.**

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

### **Article 17 ARC Representative.**

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

### **Article 18 State Administration and Liaison Officer.**

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

### **Article 19 Disputes.**

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

### **Article 20 Suspension/Termination for Cause.**

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

### **Article 21 Termination for Default.**

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to repurchase, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **Article 22 Termination for Convenience.**

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

## **Article 23 Official Not to Benefit.**

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

## **Article 24 Covenant Against Contingent Fees.**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Article 25 Equal Opportunity.**

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

## **Article 26 Patent Rights.**

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

## **Article 27 Statement of Federal Funding.**

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state:(1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **Article 28 Lobbying.**

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

### **Article 29 Copyrights.**

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contract funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

### **Article 30 Buy America.**

**General.** None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

**Definitions.** The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Exclusions.** This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers.** A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Appendix A**  
**Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

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Ashtabula County, Ohio, 25 W. Jefferson St., Jefferson, OH 44047

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Organization Name and Address

J.P. Ducro IV, County Commissioner

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Name and Title of Certification Official

9/21/2023

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Signature

Date