

RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS AND THE CONNEAUT PORT AUTHORITY FOR AID TO IMPACTED INDUSTRIES TO SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)

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, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (CLFRF); 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, GRANTEE is a government entity and has submitted an application for the purpose of investing in water, sewer, or broadband infrastructure in accordance with ARPA; and

WHEREAS, in accordance with the terms and conditions of the Grant Agreement, ASHTABULA COUNTY desires to reimburse GRANTEE in the amount of \$100,000.00 ("Grant Funds") for expenses GRANTEE incurs to invest in water, sewer, or broadband infrastructure in accordance with ARPA; and

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Ashtabula County:

- 1) ASHTABULA COUNTY hereby awards to GRANTEE, a grant in the amount of \$100,000.00 for the purpose of investing in water, sewer, or broadband infrastructure.
- 2) GRANTEE warrants and represents that it is a government entity and is eligible under ARPA for investing in water, sewer, or broadband infrastructure. If at any time, it is determined that GRANTEE did not meet the eligibility requirements under ARPA, all of the grant funds shall be immediately repaid to ASHTABULA COUNTY by GRANTEE.
- 3) GRANTEE understands and agrees that the Grant Funds are a subaward of the Fund and agrees to comply with the requirements of ARPA.
- 4) Conneaut Port Authority shall submit documentation regarding these authorized expenditures to the Ashtabula County Board of Commissioners to demonstrate compliance with U.S. Treasury Department guidance for allowable expenses.
- 5) This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.
- 6) This resolution shall be in full force and effect from and immediately upon its adoption.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-410

August 10, 2023

RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS AND THE CONNEAUT PORT AUTHORITY FOR AID TO IMPACTED INDUSTRIES TO SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)

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

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.



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

ASHTABULA COUNTY GRANT AGREEMENT

This GRANT AGREEMENT is entered into by and between the Board of County Commissioners of Ashtabula County, Ohio ("ASHTABULA COUNTY"), and Conneaut Port Authority ("GRANTEE"), with an address of 929 Broad St, Conneaut, OH 44030. ASHTABULA COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as "Parties."

WITNESSETH THAT:

WHEREAS, the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319] ("ARPA"), signed into law March 11, 2021 amended the Social Security Act by adding new Sec. 603, creating Coronavirus Local Fiscal Recovery Fund (the "Fund") to support local governments' response to and recovery from the COVID-19 public health emergency; and

WHEREAS, GRANTEE is a government entity and has submitted an application for the purpose of investing in water, sewer, or broadband infrastructure in accordance with ARPA; and

WHEREAS, in accordance with the terms and conditions of this Grant Agreement, ASHTABULA COUNTY desires to reimburse GRANTEE in the amount of \$100,000 ("Grant Funds") for expenses GRANTEE incurs to invest in water, sewer or broadband infrastructure in accordance with ARPA.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. ASHTABULA COUNTY hereby awards to GRANTEE, a grant in the amount of \$100,000 for the purpose of investing in water, sewer, or broadband infrastructure. The specific uses for the Grant Funds are detailed in Exhibit A which is attached hereto and incorporated herein by reference.
2. GRANTEE warrants and represents that it is a governmental entity and is eligible under ARPA for investing in water, sewer, or broadband infrastructure. If at any time, it is determined that GRANTEE did not meet the eligibility requirements under ARPA, all of the Grant Funds shall be immediately repaid to ASHTABULA COUNTY by GRANTEE.
3. GRANTEE understands and agrees that the Grant Funds are a subaward of the Fund. GRANTEE agrees to comply with the requirements of ARPA, regulations adopted by the U.S. Department of Treasury pursuant to ARPA, and guidance issued by the U.S.

Department of Treasury pursuant to ARPA in addition to all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT. GRANTEE agrees to comply with all the requirements set forth in Exhibit B, which is incorporated by reference as if fully set forth herein.

4. GRANTEE understands and agrees that if any of the Grant Funds are disbursed to a subrecipient or to a vendor through procurement, GRANTEE must follow the policies and procedures of ASHTABULA COUNTY as set forth in Exhibit C, attached hereto and incorporated herein by reference. GRANTEE further agrees that all of its responsibilities pursuant to this Agreement, including pursuant to Exhibit B, shall flow down to any subrecipient or vendor. GRANTEE understands and agrees that if at any time it is determined that such policies and procedures are not followed, all of the Grant Funding shall be immediately repaid to ASHTABULA COUNTY by GRANTEE.
5. GRANTEE understands and agrees that this is a cost-reimbursement Agreement. ASHTABULA COUNTY will reimburse GRANTEE for expenses incurred for the specific uses set forth in Exhibit A. GRANTEE shall send any invoices on the first day of each month subsequent to date of the last signature of this Agreement. ASHTABULA COUNTY will review any request for reimbursement by comparing the documentation provided by the GRANTEE against the allowable costs outlined in this Agreement and pursuant to the federal funding agency requirements. All costs sought by GRANTEE to be reimbursed subject to this GRANT AGREEMENT must have occurred between March 3, 2021 and December 31, 2024.
6. GRANTEE warrants and represents that all statements, records and information submitted to ASHTABULA COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to ASHTABULA COUNTY by GRANTEE. ASHTABULA COUNTY will pay for all eligible expenses within thirty (30) days of receipt of invoice. GRANTEE's final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of ASHTABULA COUNTY'S obligations under the referenced Grant Agreement. GRANTEE releases and discharges ASHTABULA COUNTY from all further claims and obligations under this Grant Agreement upon payment of this final invoice."
7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar years following receipt of such funds. ASHTABULA COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.

8. ASHTABULA COUNTY shall have the authority to evaluate the GRANTEE's risk of noncompliance and monitor the activities of GRANTEE as necessary to ensure that the Grant Funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of GRANTEE shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by ASHTABULA COUNTY to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the GRANTEE.
9. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to ASHTABULA COUNTY. In the event of such termination, any Grant Funds that have not been used in a manner as provided for herein shall be immediately repaid to ASHTABULA COUNTY by GRANTEE.
10. ASHTABULA COUNTY may suspend or terminate this Agreement if GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:
 - (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
 - (b) Failure, for any reason, of GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - (c) Ineffective or improper use of funds provided under this Agreement; or
 - (d) Submission by the GRANTEE to ASHTABULA COUNTY reports that are incorrect or incomplete in any material respect.
11. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.
12. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.
13. This GRANT AGREEMENT shall terminate December 31 2026, unless otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial

performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

14. This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. ASHTABULA COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

GRANTEE – CONNEAUT PORT AUTHORITY:

Signature: William Kline

Print Name: William Kline

Title: Board Chair - Conneaut Port Authority

Date Signed: 8/2/2023

BOARD OF COUNTY COMMISSIONERS, ASHTABULA COUNTY, OHIO

Signature: [Signature] 8-10-23
Commissioner date

Signature: [Signature] 8-10-23
Commissioner date

Signature: [Signature] 8-10-23
Commissioner date

Approved as to legal form

Colleen M. O'Toole, date
Ashtabula County Prosecutor

EXHIBIT A

ELIGIBLE EXPENDITURES:

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

Gravity Sewer Line construction as set forth in the Conneaut Port Authority Port District Master Plan dated April 4, 2023

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 B

Contract Provisions for Non-Federal Entity Contracts under Federal Award

All provisions provided below are hereby incorporated by reference into the Agreement and by entering into the Agreement, GRANTEE certifies the following:

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subGRANTEE must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the GRANTEE or subGRANTEE wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GRANTEE or subGRANTEE must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and

12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after GRANTEEs or subGRANTEEs submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Recovered Materials (2 CPR§ 200.323)

Vendors agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 CPR§ 200.337)

Vendors agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendors that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Neither Vendors nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

This certification shall be effective through the term of this Agreement.

EXHIBIT C
Additional Policies and Procedures

GRANTEE agrees to use the following policies and procedures, which are incorporated by reference as if fully set forth herein, in the event that any Grant Funds are used to procure any goods or services and to ensure all such policies and procedures are followed by any subGRANTEEs:

1. Ashtabula County Procurement Policy
2. Ashtabula County Bid template
3. Ashtabula County Project/Purchase Agreement template

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

2003.300.702-820 not to exceed \$100,000.00

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Conneaut Port Authority ARPA agreement with Commissioner's.



**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: August 10, 2023