

RESOLUTION AUTHORIZING ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ACDES TO ENTER INTO A WATER AND WASTEWATER INFRASTRUCTURE PROGRAM GRANT (WWIP) AGREEMENT ON BEHALF OF ASHTABULA COUNTY FOR BISHOP ROAD WATERLINE EXTENSION PROJECT, ACDES

WHEREAS, the County of Ashtabula seeks to install a new water main on Bishop Rd through the Bishop Road waterline extension project; and

WHEREAS, the County of Ashtabula has applied for and been awarded a Water and Wastewater Infrastructure (WWIP) Grant for the construction of the water main; and

WHEREAS, the Water and Wastewater Infrastructure Program (WWIP) Grant requires the government authority to pass legislation for approval of the grant agreement terms and conditions set forth by the Grantor Ohio Department of Development, 77 South High Street, Columbus, Ohio 443215, Exhibit I: now

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

Section 1. That the President of the Ashtabula County Board of Commissioners, be and is hereby authorized to sign all documents for and enter into a Water and Wastewater Infrastructure Program (WWIP) Grant agreement with Ohio Department of Development (Grantor) through the American Rescue Plan Act, for the construction of the new water main on behalf of the County of Ashtabula, Ohio.

Section 2. The WWIP grant for financial assistance received by Ashtabula County is an award of \$576,640.00. The dedicated source of financial assistance is through the American Rescue Plan Act, granted by the Ohio Department of Development.

Section 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-304

June 20, 2024

RESOLUTION AUTHORIZING ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ACDES TO ENTER INTO A WATER AND WASTEWATER INFRASTRUCTURE PROGRAM GRANT (WWIP) AGREEMENT ON BEHALF OF ASHTABULA COUNTY FOR BISHOP ROAD WATERLINE EXTENSION PROJECT, ACDES

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

VOTE:

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

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

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



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

**Ohio Department of Development
Water and Wastewater Infrastructure Program
Grant Agreement**

Program Name	DEV--2023 - 205460
Grantee	Ashtabula County
Address	25 West Jefferson Street, Jefferson, OH 44047
Contact	Douglas Starkey
E-Mail	dgstarkey@ashtabulacounty.us
Phone	(440) 576-3725
Beginning Date	July 4, 2023
Expiration Date	June 30, 2025
Grant Source	American Rescue Plan Act
Amount of Award	\$576,640.00

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Ashtabula County** (the "Grantee") for the period **July 4, 2023 (the "Beginning Date") to June 30, 2025 (the "Expiration Date")**,

Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Water and Wastewater Infrastructure Program (WWIP) in accordance with the terms of this Agreement, the Grant Application (the "Application") referenced in **Exhibit I, Scope of Work/Grant Application**, which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system and the contents of this Agreement (collectively, the "Project"). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$576,640.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Grantee's **Application**. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit IV, Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
- Funding Source.** The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Grantee agrees to comply with all requirements of the SLFRF.

3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. Grantee must adhere to cost regulations contained in **Exhibit V, Allowable Costs Policy and Procedures.**
6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Exhibit II.
7. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program, and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II. As directed by Grantor, all activities associated with this Agreement will

be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.

10. Reports and Records.

- a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
- b. **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by their signature of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
- c. **Remedy.** Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Required Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Required Report is past due.

11. Rights of Inspection. Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

12. Budget Alterations. Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration in writing 30 days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period.

13. Grantee Status. Public entities within a Political Subdivision with the authority to own and operate public water and sewer systems. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the term of this Agreement.

14. Grantee Certifications and Assurances. Grantee shall abide by all provisions listed in **Exhibit III, Contract Provisions**. Also, by signing this Agreement, Grantee certifies and assures the following:

- a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- c. **Accounting systems** used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- d. Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 45 CFR Part 93. Also, if Grantee is a nonprofit organization, by submitting an application and accepting the Grant Funds under this Agreement, Grantee assures that it is not an organization that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1601. Further, by accepting the Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.
- f. Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in Sections 5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 8101-8106.
- g. Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C; 2 CFR Part 901, Subpart C; and 45 CFR Part 73b.

- h. Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.
- i. Grantee shall comply with all terms of the "Pro-Children Act of 2001," 42 U.S.C. §§ 7181-7184. Smoking will not be permitted within an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services education, or library services to children under the age of 18.
- j. Grantee must ensure they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42.

15. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation or Reduction of the grant of funds from the U.S. Department of Treasury.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

16. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives,

guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 2 CFR 200, as amended by 2 CFR 910 with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds.

Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds or Liquidated Damages.** Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
18. **Liability and Indemnification.** Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.
22. **Adherence to State and Federal Laws and Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J),** and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a

false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Budget Reductions.** Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.
28. **Miscellaneous**
 - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
29. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
30. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

31. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
32. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
33. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of Grantor, to:

Ohio Department of Development
Office of Community Infrastructure
77 South High Street, 26th Floor
Columbus, Ohio 43215-6130
Attn: Deputy Chief

In the case of Grantee, to:

Ashtabula County
25 West Jefferson Street, Jefferson, OH 44047

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Ashtabula County

Authorized Official:



Printed Name:

Kathryn Whittington

Title:

President

Date:

6-20-24

Grantor:

State of Ohio

Department of Development

By:

Printed Name:

Title:

Date:

Grantee Must Enter Unique Entity Identification (UEID) Information and SAM.gov registration expiration:			
UEID:	RM9CH33J2GL5	Expiration Date:	

EXHIBIT I

Scope of Work/Grant Application

Project scope of work is located within Grantor online application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the documents listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format for these documents and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

- 1. Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the advance and anticipated uses.
- 2. Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the second Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period
 - b. Narrative describing promoting equitable outcomes. Describe efforts used to promote equitable outcomes, including how projects were implemented with equity in mind.
 - c. Narrative describing community engagement
 - d. Labor Practices: Describe workforce practices on projects implemented. How is the project using strong labor standards to promote effective and efficient delivery of high-quality infrastructure.
 - e. Project Construction Start Date (if applicable)
 - f. Project Operations date
 - g. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable)
 - h. Public Water System (PWS) ID Number (if applicable)
 - i. Information on Matching funds utilized during the reporting period (i.e., source, amount and uses)
- 3. Final Report:** A final project report must be submitted 15 days after the end of this agreement. The final report must include the following information:
 - a. Number of new households who have access to public water or centralized sewer system
 - b. Number of public and private service lines replaced
 - c. Number of home sewage treatment systems replaced

EXHIBIT III

Contract Provisions

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, *as applicable*:

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.
2. All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
3. 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."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than \$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 subrecipient 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.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than \$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 based on a standard work week of 40 hours. Work more than 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.

6. 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 recipient or subrecipient 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 recipient or subrecipient 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.
7. 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).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.
9. 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.
10. See §200.323 Procurement of recovered materials.
11. See §200.216 Prohibition of certain telecommunications and video surveillance services or equipment.
12. See §200.322 Domestic preferences for procurements.

EXHIBIT IV

Special Conditions

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

Exhibit V

Allowable Costs Policy and Procedure

1. **General Principles for Allowability – General Criteria.** Entities who receive federal grant subawards from the Ohio Department of Development may only charge costs to the grant that are allowable as defined by this procedure and federal rules. Subgrantees must submit an expense budget showing all expenses to be charged to the grant prior to receiving funding, and all expenses charged to a federal grant must be allowable. All costs proposed for federal grants must meet the following general standards:
 - a. Be necessary. Costs must be needed to meet program goals.
 - b. Be reasonable. The purchaser acted with care. The cost fits under the heading “sound business practice.”
 - c. Can be allocated. Costs must be charged in relation to benefits received.
 - d. Be given consistent treatment. Costs directly charged cannot also be indirectly charged.
 - e. Be determined in accordance with generally accepted accounting principles.
 - f. Be adequately documented.

2. **Selected Items of Cost.** Below is a list of common costs considered allowable and unallowable. This list is not all-inclusive. A cost not listed does not mean it is either allowable or unallowable. Subgrantees should use the allowable standards in Section I and refer to federal rules in 2 CFR 200 Subpart E – Cost Principles when determining if a cost is allowable.
 - a. **Allowable Costs.** Below are allowable costs in accordance with 2 CFR 200 Subpart E – Cost Principles. All costs must also meet the general criteria described in Section I.
 1. Advertising for:
 - a. Recruitment of personnel.
 - b. Procurement of goods and services.
 - c. Disposal of scrap or surplus materials.
 - d. Program outreach.
 2. Communications. Examples include telephone, cellular phone, and internet service.
 3. Conferences where the primary purpose is to provide technical information. Examples include informing subrecipients or contractors of:
 - a. New laws and regulations affecting a federal grant.
 - b. Changes to the grant agreement.
 - c. New strategies to improve grant performance.
 4. Insurance.
 5. Maintenance and repair.
 6. Materials and supplies.
 7. Meals and refreshments. Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a Federal grant. There must be adequate documentation on:
 - a. The necessity of having a meeting during a mealtime instead of during normal business hours.
 - b. The grant-related subjects discussed.
 - c. Include a list of members attending and receiving meals and/or refreshments.
 - d. Itemized meal cost receipts containing the date and name of the organization providing the meal.
 8. Memberships, subscriptions, and professional activity costs (excluding costs associated with lobbying).

9. Personnel and fringe benefits costs. Bonuses are allowable only if included in the grant budget, and policies for providing bonuses are set prior to performance of work and are not dependent on funding remaining in the grant.
10. Overtime may be eligible, but subgrantees may not exceed total personnel costs in the grant budget even with overtime costs included.
11. Postage, freight, and other shipping costs.
12. Professional service costs necessary for fulfilling the grant.
13. Publication and printing costs.
14. Public relations costs for communicating with the public. The information provided must relate to a specific activity or milestone of the federal grant. Costs for conducting general liaison with news and government are also allowed.
15. Rental costs of real property and equipment (idle property is unallowable unless it is to finish the satisfaction of a contract).
16. Travel and employee relocation costs following the subgrantee's policy.
17. Audit costs eligible under 2 CFR 200.425

b. Unallowable Costs. Certain costs are not allowed to be charged to federal grants. These costs are not allowed according to 2 CFR 200 Subpart E – Cost Principles. Costs not allowed include but are not limited to:

1. Advertising and public relations except for those specified in 2 CFR Section 200.421.
2. Alcoholic beverages.
3. Bad debts. These include losses arising from uncollected accounts.
4. Capital expenses such as construction of a new building are unallowable except in cases where the federal grant program and award specifically permits capital expenses.
5. Capital Improvement costs for general purpose or improvements to equipment, buildings, and land as direct charges, except in cases where the federal grant program and award specifically permits capital improvement expenses.
6. Criminal, civil, or administrative proceeding against the subgrantee.
7. Donation costs to other entities. These costs include cash, property, and/or services.
8. Entertainment costs. These costs include pastime, social activities, and any associated costs.
9. Fundraising costs. These costs include financial campaigns, donation drives, gifts, and similar costs incurred to raise capital or obtain contributions.
10. Goods or services for personal use by [Entity] employees.
11. Idle facilities.
12. Interest charged.
13. Investment counsel and staff and similar costs incurred to enhance income from investments.
14. Lobbying costs.
15. Meals and refreshments while engaging in day-to-day business or staff training and meetings with employees.
16. Membership costs for any social or dining clubs or organizations (e.g., country club).
17. Office decorations.
18. Penalties, fines, or late fees.
19. Promotional items and memorabilia, such as giveaways, gifts, and souvenirs.
20. Shifted costs to overcome funding shortages.
21. Travel costs exceeding reasonable lodging and meal allowances.
22. Audit costs ineligible under 2 CFR 200.425.

3. Adequate Documentation. All vouchered expenses must be accompanied with supporting documentation to ensure costs are reasonable, allowable, and allocable.

a. Minimum Requirements of Supporting Documents. Supporting documents must show:

1. Name of business.
2. Date of purchase/service completed.
3. Itemized cost.
4. Description of how costs benefit the grant.
5. Amount and percentage of costs allocated to all programs (if applicable).
6. Who requested and approved the purchase.
7. Other records to facilitate an effective audit.

b. Required Documentation for Personnel Compensation. Salaries and wages charged to a federal grant must be supported with time reports accurately reflecting the work performed in accordance with 2 CFR 200.430 (i) Standards for Documentation of Personnel Expenses. Required documentation for personnel compensation include:

1. Time reports with daily records of total hours worked.
2. Report must include all activity codes.
3. Time distributed accurately between all activities, including non-federal.
4. Use adequate increments (hours, half hours, minutes).
5. Signed by the employee and supervisor/designee with a statement attesting to the accuracy of the document.

4. Procurement Procedures. Subgrantees who make purchases with federal grant funding will comply with federal procurement rules in 2 CFR 200 Part D, Section 200.320, including rules for:

1. Micro Purchases;
2. Small Purchases below a Simplified Acquisition Threshold;
3. Larger Purchases over the Simplified Acquisition Threshold.

5. Competitive Procurement. In most cases, competitive procurement must be used for grant expenses. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
5. After solicitation of a number of sources, competition is determined inadequate.

Signature Page

Agreement Title: Water Wastewater Infrastructure Program Grant Agreement
Between the Ohio Department of Development and Ashtabula
County
Program DEV-2023-205460

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 6.4 _____, 2024