

RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND OAK HILL COLLABORATIVE FOR THE DIGITAL LITERACY CLASS, COMPUTER PURCHASE AND SETUP

WHEREAS, Commissioner J. P. Ducro has presented the following agreement for the approval of the Board, to-wit:

Scope: Provide funding for the purchase and set up of 100 computers, enabling the computers to be used by OakHill Collaborative and allowing ancillary expenses required to support a digital literacy class.

Cost: Not to Exceed, \$20,000.00

Party: OakHill Collaborative, 507 Oak Hill, Youngstown, OH 44502

Term: Commence upon approval and remain in effect until the end of the class/program term, unless terminated earlier by either party

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-148

March 18, 2025

**RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE ASHTABULA
COUNTY BOARD OF COMMISSIONERS AND OAK HILL COLLABORATIVE FOR
THE DIGITAL LITERACY CLASS, COMPUTER PURCHASE AND SETUP**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski


Aye

Kathryn L. Whittington

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.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT FOR DIGITAL LITERACY CLASS AND COMPUTER PURCHASE

This Agreement ("Agreement") is entered into, by and between Ashtabula County Board of Commissioners located at 25 West Jefferson Street, Jefferson, OH 44047 ("Funding Entity"), and Oakhill Collaborative, located at 507 Oak Hill, Youngstown, OH 44502 (Collaborative), collectively referred to as the "Parties."

1. **Purpose.** The purpose of this Agreement is to provide funding for the purchase and set up of 100 computers, enabling the computers to be used by OakHill Collaborative and allowing ancillary expenses required to support a digital literacy class.

1.1 This is a procurement contract under 2 CFR 200.331 and is issued to Oakhill Collaborative as a contractor for the purchase and setup of 100 computers to support the Digital Literacy Class. Oakhill Collaborative is not a subrecipient and is not subject to subaward monitoring but must comply with the terms of this agreement and applicable procurement regulations.

1.2. Computers procured under this contract are classified as supplies per 2 CFR 200.314 and are not subject to federal equipment management rules. Upon purchase, these supplies become the property of Oak Hill Collaborative unless deemed otherwise below, and are not subject to federal disposition restrictions.

2. Responsibilities of the Funding Entity

The Funding Entity agrees to:

2.1. Upon receipt of the invoice, provide funding in the amount of \$20,000.00 to cover the costs associated with the purchase and set up of one hundred (100) computers for use by digital literacy class participants.

2.2. Disburse the funds to the Collaborative per the Agreement.

2.3. Provide any necessary documentation to comply with reporting or auditing requirements related to the funding.

3. Responsibilities of the Collaborative

The Collaborative agrees to:

3.1. At minimum, provide one hundred (100) computers for use in the pilot project for a Digital Literacy Class. The fee includes deliver/pick up; inspection and remediation-including repair/replace for mechanical issues from wholesaler, installing Microsoft Suite 2019, photo shop, zoom, google chrome and email; perform needed updates; process distribution and set-up for individuals; and perform warranty work (limited 6 month warranty) as needed, including repair or return and exchange; and storage.

3.2. Ensure that the computers are available for class participants according to its established policies.

3.3. Maintain a record of computer distribution until all units have been assigned. Oakhill Collaborative must maintain records for a minimum of three (3) years of the use of these funds and provide a summary report to the County of Ashtabula and Connect Humanity upon request.

3.4. Provide a report to the Funding Entity at the end of the program year, detailing the use and impact of the computer literacy class, including but not limited to the number of participants served, any feedback received and tracking of computers given to the participants.

- 3.5. Ensure class participants can retain computer upon completion of the training course.
- 3.6. Return any unused funds to the Funding Entity if the total cost of purchasing and setting up the computers is less than the provided funding.
- 3.7. If any computers are sold, Oakhill Collaborative must apply any proceeds exclusively to support ongoing program activities related to digital literacy efforts, such as purchasing additional supplies, providing technical support, or enhancing program offerings.
- 4. Term of Agreement** This Agreement shall commence upon receipt of the approved agreement and invoice for payment processing and remain in effect until the end of the class/program term, unless terminated earlier as provided herein.
- 5. Termination** This Agreement will terminate at the end of the class/program term. Upon termination, the Collaborative shall provide a final report to the Funding Entity and return any unused funds.
- 6. Indemnification** Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, liabilities, damages, or expenses arising out of or related to its performance under this Agreement.
- 7. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 8. Entire Agreement** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or negotiations related to the subject matter herein.
- 9. Amendment** This Agreement may be amended only by a written instrument signed by both Parties.
- 10. Notices** Any notices required under this Agreement shall be sent to the following addresses:

Funding Entity:

Ashtabula County Board of Commissioners
25 West Jefferson St.
Jefferson, OH 44047
commissioners@ashtabulacounty.us
(440) 576-3750

Collaborative:

OakHill Collaborative
507 Oak Hill
Youngstown, OH 44502
Federal Award Information

This contract is funded through a grant awarded to Connect Humanity by the Appalachian Regional Commission (ARC). The County of Ashtabula is a subrecipient of this federal grant and is using these funds to cover the costs associated with the purchase and set up of one hundred (100) computers for use by digital literacy class participants.

The following federal award details apply:

- Federal Grantor Agency: Appalachian Regional Commission (ARC)
- Pass-Through Entity: Connect Humanity
- Subrecipient: County of Ashtabula

- Federal Award Identification Number (FAIN): MU-21004-23
- Assistance Listing Number (formerly CFDA): 23.002
- Total Federal Funds Obligated Under This Contract: \$X
- Period of Performance: [Start Date] to [End Date]
- Federal Compliance Requirements: This contract is subject to the Uniform Guidance (2 CFR 200), including but not limited to:
 - Allowable Costs & Cost Principles (2 CFR 200.400-475)
 - Procurement Standards (2 CFR 200.317-327)
 - Record Retention & Access (2 CFR 200.334-338)
 - Reporting Requirements (2 CFR 200.328-329)
 - Prohibited Use of Federal Funds for Lobbying (2 CFR 200.450)

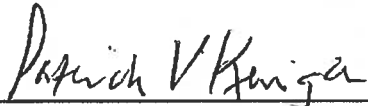
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Ashtabula County Board of Commissioners



J. P. Ducro IV, Board President

Date: 3/18/25



Patrick V. Kerrigan, Executive Director
OakHill Collaborative

Date: 3-12-25