

PY 2022 Appalachian Development Program

State of Ohio Appalachian Development Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Buckeye Local Schools** (the "Grantee") for the period **April 1, 2023 to May 31, 2025** (the "Grant Period").

Background Information

- A. Amended Substitute House Bill No. 110 of the 134th General Assembly has provided for an appropriation of funds to Grantor.
- B. Pursuant to Amended Substitute House Bill No. 110, Grantor, through the Governor's Office of Appalachia, is to utilize these funds to provide financial assistance to projects in Ohio's Appalachian counties to grow the economy and further the goals of the Appalachian Regional Commission.
- C. As required by Amended Substitute House Bill 110 of the 134th General Assembly, Grantee has met Appalachian Regional Commission eligibility requirements.
- D. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$200,000.00** (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 **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A, and 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 work described in this Agreement. Within a reasonable period of time, 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.
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the 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 **Attachment C: Reporting Requirements**, which is attached hereto,

PY 2022 Appalachian Development Program

made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A. 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 require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. 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.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C.
8. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three 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.
9. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
10. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of **Attachment D: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.

PY 2022 Appalachian Development Program

11. **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 of 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
12. **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 14, 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.
13. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, **ORC Section 126.07**, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
14. **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.
 - 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 and/or the Clean Ohio Council, (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 16 of this Agreement.

PY 2022 Appalachian Development Program

15. **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.
16. **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.
17. **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 his or her 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, his or her participation in any such action would not be contrary to the public interest.
18. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, 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, 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 activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves 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 to the other.
19. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.
 - 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,

PY 2022 Appalachian Development Program

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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. Miscellaneous.**

 - a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. 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 Grantor 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.
 - c. 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

PY 2022 Appalachian Development Program

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.

- d. **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.
- e. **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.
 - i. In the case of Grantor, to:

Ohio Department of Development
Governor's Office of Appalachia 77
South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Appalachia Program Manager
 - ii. In the case of Grantee, to:
Buckeye Local Schools
2428 Blake Road
Ashtabula, OH 44004
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- g. **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.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule")**, are a cost of the Project and are eligible for

PY 2022 Appalachian Development Program

reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **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

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:

Buckeye Local Schools

Authorized Official

Grantor:

State of Ohio

Department of Development

Lydia L. Mihalik, Director

Printed Name:

Title:

Date:

PY 2022 Appalachian Development Program

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Buckeye Local Schools
Address	2428 Blake Road Ashtabula, OH 44004
County	Ashtabula
Phone	(440) 998-2740
Vendor ID	0000104090

Grant Information	
Program	State GOA Area Development
Grant Number	GOA-AD-23-33
Grant Award	\$200,000.00
Grant Control Number	GOA-S23-LDDAD-195241

Grant Dates	
Award Date	April 1, 2023
Grant Completion Date	May 31, 2025

Project Description
The Buckeye Local School District will replace a failing sanitary sewer system in Ashtabula County. The project will install a concrete precast pump station. The project will serve 4,000 students and improve the health of one community. Total project costs are \$658,115.00, which includes \$458,115 in local funds.

PY 2022 Appalachian Development Program

Attachment B: Program Requirements

State Appalachian Development Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Eligible Costs.** Grantee may make expenditures only for those activities contained in the Scope of Work of this Agreement. In no case may expenditures be made for an activity considered ineligible under the State Appalachian Grant Program.
3. **Program Income.** Any program income resulting from expenditures of the Grant Funds may be retained by Grantee to continue the Project.
4. **Project Completion.** All activities as identified in the Scope of Work of this Agreement must be completed, and work finished by **May 31, 2025**. Any activities or work not completed by the aforementioned date may not continue without written approval by Grantor. There must also be a provision in each contract, funded in whole or in part with funds available from this Agreement, which stipulates that work be completed no later than **May 31, 2025**.
5. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from Grantee for Grant Funds under this Agreement must be received by Grantor by **June 30, 2025**.
6. **Closeout Requirements.** Final Performance Reports for Grantee's program, as described the Scope of Work of this Agreement, must be submitted to Grantor by **May 31, 2025**. The Grantee is required, if applicable, to submit photographs of the completed project and a narrative that includes outcomes, beneficiaries, and a summary of the project's impact.
7. **Matching Requirements.** Using the Appalachian Regional Commission (ARC) designations for distress, match requirements will be calculated as they are done for federal ARC projects. If at least half of the counties served by the project are distressed, the project may be funded up to 80%. If at least one county is distressed, but fewer than half the counties are distressed, the project may be funded at the higher of 50% of the average match limits for counties involved in the project. If at least one county is competitive and there are no distressed or attainment counties, then the project may be funded at the average match limits. Special circumstances may apply to certain projects, as decided by Grantor.
8. **Expenditure of State Appalachian Development Funds.** The State Appalachian Development Program Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.
9. **Financing Structure.** The Grantee must notify the Grantor of any changes or modifications to the financing package as identified in the Scope of Work of this Agreement. Modification to the financing structure may affect the grant award to the Grantee.

PY 2022 Appalachian Development Program

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within six months after the effective date of this agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

PY 2022 Appalachian Development Program

Attachment D: Grantee Administration Requirements

Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were sent to the Federal Audit Clearinghouse. The notification should be made to singleaudit@development.ohio.gov. The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to singleaudit@development.ohio.gov or mailed to the address above.

3. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.