

## Coronavirus Relief Fund – BroadbandOhio Connectivity Grant Federal and State Assurances for Sub-recipients

As the duly authorized representative of the applicant (hereinafter “sub-recipient”), I certify, attest, and agree that the sub-recipient:

- 1) Has the legal authority to apply for Federal or State assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning and management of the funds from the State Coronavirus Relief Fund and that the signatory has the authority to obligate the sub-recipient.
- 2) Will provide the Federal and State awarding agency, the Comptroller or Inspector General of the United States, and the State of Ohio, through any authorized representative, access to and the right to examine all records, books, papers, documents, or grant funded byproducts related to the award; will cooperate with any assessments and data collection efforts; and will establish or utilize an accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4) Affirms these funds will not be used to fill revenue shortfalls or as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds that have also been appropriated for the same purpose.
- 5) Affirms these funds will be used to cover costs that:
  - a) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b) Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the sub-recipient; and
  - c) Were incurred during the period that begins on July 1, 2020 and ends on December 30, 2020.
    - With respect to (b), a cost meets this requirement if either (1) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (2) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. Sub-recipient must be able to prove costs that are for a substantially different use.
- 6) Will comply with the US Department of the Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments and associated Frequently Asked Questions and any updates thereto. Versions of these documents can be found as of May 1, 2020 at this location: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

- 7) Agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (Ohio Revised Code (ORC) Chapter 102) and elections (ORC Chapter 3517) and including all federal and state statutes relating to nondiscrimination.
- 8) Will not transfer funds received from the State Coronavirus Relief Fund between various federal programs or awards and shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location for a period of at least three (3) years after all funds are expended. Records must clearly identify separation when multiple awards or funding periods are managed and be able to demonstrate no costs were duplicated across programs or funding sources.
- 9) Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the state and federal awarding agencies.
- 10) Understands that funds not expended and reimbursed by December 30, 2020, or as otherwise provided will be de-obligated and that funds received and not expended must be returned.
- 11) Agrees to reimburse awarding agency for all costs and expenses incurred if an audit, monitoring visit or investigation determines the sub-recipient was in violation of the terms of this award (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the sub-recipient.
- 12) Will comply with all Guidelines for the Federal Funding Accountability and Transparency Act (FFATA) reporting requirements and any additional Federal and/or State guidance that may be issued in the future governing this program.
- 13) Agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the sub-recipient's application for and acceptance of funds. Nothing herein shall be construed as an assumption of liability by the State or federal awarding agency.
- 14) Agrees that these assurances and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision shall be interpreted in such a manner as to be effective and valid under applicable law. To the extent any provision is determined to be invalid the remainder will not be invalid.

**Signature of Authorize Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_