

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF TRANSIT FOR THE ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT PROGRAM – CONTRACT #EHTA-4145-GRF-231, ACDJFS

WHEREAS, Patrick Arcaro, Director of ACJFS, has now presented a grant agreement which will offset the farebox loss incurred during CY 2021 as a result of offering a reduced fare to the elderly and people with disabilities; and

WHEREAS, reduced fares for transportation are offered to the elderly and people with disabilities; and

WHEREAS, Said Ohio Department of Transportation has awarded this grant to Ashtabula County in the amount of \$10,074.00; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that said Board does hereby approve the grant agreement with the Ohio Department of Transportation for the Ohio Elderly and Disabled Transit Fare Assistance Grant in the amount of \$10,074.00.

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. 2023-53

January 19, 2023

**RESOLUTION APPROVING A GRANT AGREEMENT WITH THE OHIO
DEPARTMENT OF TRANSPORTATION OFFICE OF TRANSIT FOR THE ELDERLY
AND DISABLED TRANSIT FARE ASSISTANCE GRANT PROGRAM – CONTRACT
#EHTA-4145-GRF-231, ACJFS**

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

VOTE:

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

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

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



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



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, *Governor* Jack Marchbanks, Ph.D., *Director*

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

December 27, 2022

Ashtabula County Board of Commissioners
25 West Jefferson Street
Jefferson, OH 44047

Dear Lisa Hawkins,

ELDERLY & DISABLED TRANSIT FARE ASSISTANCE PROGRAM
CONTRACT NO.: EHTA-4145-GRF-231

The Ohio Department of Transportation (ODOT) is pleased to award you \$10,074 from our Elderly & Disabled Transit Fare Assistance Program. This grant award is for the farebox loss incurred during CY 2021 as a result of offering a reduced fare to the elderly and people with disabilities.

The Office of Transit is utilizing Electronic Signature Capability to implement contracts. Please look in your inbox for an email from OneSpan Sign to sign your SFY 2023 Elderly & Disabled contract electronically. After all parties have signed the document, the Office of Transit will then begin processing your reimbursement payment.

If you have any questions, please contact Joachim Bean at (614) 387-5697 or Joachim.Bean@dot.ohio.gov

Respectfully,

E-SIGNED by Charles Dyer
on 2023-01-09 19:30:15 GMT

Chuck Dyer
Administrator
Office of Transit



OHIO DEPARTMENT OF TRANSPORTATION

Elderly and Disabled Fare Assistance Program

SFY2023 Grant Program Year

Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

ASHTABULA COUNTY BOARD OF COMMISSIONERS

ODOT FAN Number:

EHTA-4145-GRF-231

ODOT PID:

118481

Contract Data Sheet

Data Field	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Ashtabula County Board of Commissioners
3	Recipient's Unique Entity Identifier	
4	Recipient OAKS Vendor #	0000100779
5	Recipient OAKS ADDR CD #	027
6	Recipient Street Address 1	25 West Jefferson Street
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Jefferson, OH 44047
9	Recipient Area/County	Ashtabula County
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2022
12	State Award Period of Performance Start Date	7/1/2022
13	State Award Period of Performance End Date	6/30/2023
14	Total Amount of the State Award committed to the Recipient	\$10,074
15	State Award Project Description	SFY2023 Elderly and Disabled Fare Assistance Program Reimbursement Payment
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Joachim Bean, 614-387-5697
18	ODOT Grant Program Name	SFY2023 Elderly and Disabled Fare Assistance Program
19	ODOT Grant Program Year	SFY2023
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	118481
22	Authorizing Official	Lisa Hawkins
23	Authorizing Official's Email Address	

Project Data Sheet

Project 1

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
EHTA-4145-GRF-231	SFY2023 Elderly and Disabled Fare Assistance Program Reimbursement Payment	30.09.01	\$10,074	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$10,074	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4EV5	N/A	

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSIT

1980 W. BROAD ST., COLUMBUS, OH 43223

MAIL STOP 3110

OHIO REVISED CODE SECTION 5501.07

OPERATING/CAPITAL/PLANNING GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Ashtabula County Board of Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Elderly and Disabled Fare Reimbursement Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F.

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenses to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: The Elderly and Disabled Fare Reimbursement Program Criteria

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01.

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital, Operating, and Planning Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. (“Agreement”)

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Planning Expenses: the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including marketing, materials, and staff time.

Program: the Elderly and Disabled Fare Reimbursement Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Project Equipment: the physical items obtained through the Projects funded in this Contract which includes vehicles and equipment.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment funded in this Contract.

Standard Assurances: the assurances enumerated in FTA Circular 5100.0, 9030.1, 9040.1, 9070.1, as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and planning financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for capital, operating, and planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 **Capital:** The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 **Operating:** The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 **Eligible Operating Expenses:** The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 **Planning:** The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 **Capital:** ODOT agrees that the Capital State Award funds paid to the Recipient in

accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.

- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of Capital invoices submitted to ODOT but will be no greater than the Project Cost.
- 3.3 The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Elderly and Disabled Fare Reimbursement Program Criteria and Proposal Instructions.
- 3.6 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Planning Expenses submitted to ODOT, as allowed under Eligible Assistance in the Elderly and Disabled Fare Reimbursement Criteria and Proposal Instructions.
- 3.7 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1, 3.4, and 3.6 and shall be required to pay only such amount as it may determine available.
- 3.8 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.

- 3.9 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 The Recipient shall submit to ODOT, the Office of Transit, Invoices for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process, as Operating Expenses are incurred, and/or as Planning activities are performed.. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Assistance incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems, Transit Service, and all other Program subrecipient types. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.

5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Subrecipient certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://sanctionssearch.ofac.treas.gov/>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

5.7 The Subrecipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material

breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

Further, the Recipient shall not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Ohio Executive Order is no longer effective.

6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation.

The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.

7.2 The Recipient shall:

(a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs;

- (b) Submit Progress Reports as required by ODOT;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program; and
 - (d) Provide copies of all procurement related documentation for all capital items and/or services.
- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating, capital, or planning Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements, and Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.

- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment or Real Property unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the a public/governmental Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate and, for a for Nonprofit Organization Subrecipient, \$1,500,000 per occurrence and \$1,500,000 in the aggregate.
- 10.2 If the Project Equipment and/or Real Property is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment and/or Real Property in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such

dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third-party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third-party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third-party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.
- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any

other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.

- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Elderly and Disabled Fare Reimbursement Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER EFFECTIVE DATE; TERMINATION

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* (30) days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.
- 21.2 ODOT hereby reserves the right to terminate the Projects and cancel this Agreement if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Federal Award funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 21.3 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the Subrecipient shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 21.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any

further claims, and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part

of such project work.

- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

- 25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

- 26.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 27: NOTICE

- 27.1 Notice under this Agreement shall be directed as follows:

IF TO RECIPIENT:

Ashtabula County Board of Commissioners
25 West Jefferson Street

Jefferson, OH 44047

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

- 28.1** This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

SECTION 29: SIGNATURES

- 29.1** Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.
- 29.2** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.
- 29.3** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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RECIPIENT

Ashtabula County Board of Commissioners
25 West Jefferson Street,
Jefferson, OH 44047

By:



1-19-23

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

By:



E-SIGNED by Tim McDonald
on 2022-12-27 15:47:03 GMT

Jack Marchbanks, Ph. D., Director