

**RESOLUTION AUTHORIZING THE FILING OF GRANT APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SECTION 5311-OPERATING & CAPITAL MAINTENANCE, SECTION 5339-BUS & BUS FACILITIES AND THE OHIO TRANSIT PARTNERSHIP PROGRAM (OTP2) THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR CY2022, ASHTABULA COUNTY TRANSPORTATION SYSTEM, ACJFS**

WHEREAS, this resolution authorizes the filing of grant applications with the Ohio Department of Transportation for section 5311-Operating & Capital Maintenance, Section 5339-Bus & Bus Facilities and the Ohio Transit Partnership Program (OTP2) through the US DOT Federal Transit Administration (FTA), as authorized under Federal Transit Laws, as codified, 49 USC Section 5311,5339 and OTP2 Financial Assistance for other than urbanized areas and funds available from the Ohio Public Transportation Grant Program and executing a contract with the Ohio Department of Transportation upon grant proposal acceptance; and

WHEREAS, the Director of the Ohio Department of Transportation is authorized to make grants for a public transportation program; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the proposer, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311, 5339 and OTP2 the proposer give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Proposer that disadvantaged business enterprise be used to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the grants are further outlined below:

<b>5311-Rural Operating Grant</b>		<b>5311-Capital Maintenance</b>	
Federal:	\$417,039	Federal: 80%	\$405,062
State: (OTP2)	\$105,000	State:	
Local Match:	\$294,739		
Elderly & Disabled:	\$17,300	Local: 20%	\$101,266
Farebox:	\$39,557		
Total:	\$873,635	Total:	\$506,328
Description:	Operating Expenses	Description:	Vehicle Maintenance

<b>Rural Operating Grant--</b>		<b>5339-Bus &amp; Bus Facilities</b>	
Federal:		Federal: 80%	\$52,323
State:		State:	
Local Match:			
Elderly & Disabled:		Local: 20%	\$13,082
Farebox:			
Total:		Total:	\$65,405
Description:		Description:	One (1) Vehicle Replacement

NOW, THEREFORE, BE IT RESOLVED BY the Board of Ashtabula County Commissioners,

1. That Kathryn L. Whittington, President of the Board, is authorized to execute and submit an application on behalf of Ashtabula County with the Ohio Department of Transportation to aid in the financing of capital and operating assistance projects pursuant to 49 USC Section 5311, 5339 and OTP2 and the Ohio Public Transportation Grant Program.
2. That Kathryn L. Whittington, President of the Board, is authorized to execute and file with such proposal and assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That Carol Lennon, Program Manager, is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the proposal for the program of projects submitted to FTA and is authorized to sign documents in the application and any required monthly or quarterly invoicing and reporting.
4. That Kathryn L. Whittington, President of the Board, is authorized to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.
5. That Kathryn L. Whittington, President of the Board, is authorized to execute grant agreements on behalf of Ashtabula County with the Ohio Department of Transportation for aid in the financing of operating and capital assistance projects.

The undersigned, Kathryn L. Whittington, duly qualified and acting President, of the Ashtabula County Board of County Commissioners, certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Ashtabula County Board of Commissioners.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-155**

**April 20, 2021**

**RESOLUTION AUTHORIZING THE FILING OF GRANT APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SECTION 5311-OPERATING & CAPITAL MAINTENANCE, SECTION 5339-BUS & BUS FACILITIES AND THE OHIO TRANSIT PARTNERSHIP PROGRAM (OTP2) THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR CY2022, ASHTABULA COUNTY TRANSPORTATION SYSTEM, ACJFS**

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

**VOTE:**

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

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

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



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

**Signatures needed for the 5311-Operating & Capital Maintenance Grant  
5339-Bus & Bus Facilities Grant and OTP2 State Grant  
For the operation of the Ashtabula County Transportation System (ACTS)**

**Certifications and Assurances**

**Page 25-Kathryn-certifying to comply with all requirements and assurances.**

**Page 26-Affirmation of Applicant's Attorney**

**Page 36-Kathryn-Applicant-Acceptance of the Special Section 5333(b) Warranty.**

**Page 40-Kathryn-Rural Transit Certification**

**Page 41-Kathryn-Use of Project Facilities**

## **2022 Certifications and Assurances**

**This package includes the following:**

- ❖ **Standard Certifications and Assurances**
- ❖ **Certifications and Assurances Signature Page**
- ❖ **Affirmation of Applicant's Attorney**
- ❖ **Section 5333 (b) Warranty**
- ❖ **Offshore Executive Order**
- ❖ **Rural Transit Certification – Third Party Service Provider**
- ❖ **Use of Project Facilities / Relocation**

**OHIO DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT**

**March 2020**

**STANDARD 2022 CERTIFICATIONS AND ASSURANCES**

Each Applicant for Federal and State assistance must comply with all certifications and assurances. The Ohio Department of Transportation (ODOT) will not award any Federal or State assistance until the Applicant provides assurance of compliance on the Signature Page at the end of this document.

**I. AUTHORITY OF APPLICANT AND ITS REPRESENTATIVE (OPINION OF LEGAL COUNSEL)**

The authorized representative of the Applicant and legal counsel who sign these certifications, assurances, and agreements attest that both the Applicant and its authorized representative have adequate authority under state and local law and the by-laws or internal rules of the Applicant organization to:

1. Execute and file the proposal for Federal assistance on behalf of the Applicant,
2. Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant, and
3. Execute grant and cooperative agreements with ODOT and on behalf of the Applicant.
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

**II. STANDARD FEDERAL AND STATE ASSURANCES**

The Applicant certifies that:

1. It has the legal, financial and technical capacity to carry out its Award, including the safety and security aspects of its Award.
2. It has, or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Sub recipient to maintain equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan.
4. It will comply with all applicable state and federal laws, regulations and requirements in implementing its Award.
5. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for each Award, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement, or latest amendment thereto.
6. It recognizes that federal laws and regulations may be amended from time to time and those amendments may affect implementation of its Award.
7. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

8. It agrees that the most recent state and federal laws, regulations, and guidance will apply to its Award, except as FTA determines otherwise in writing.
9. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

### **III. INTERGOVERNMENTAL REVIEW ASSURANCE**

The Applicant certifies that each proposal for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies in accordance with applicable state requirements. The Applicant also assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

### **IV. SUSPENSION AND DEBARMENT CERTIFICATION**

The Applicant assures that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Sub recipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified.
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
  - c. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA.
  - f. It will treat each lower tier contract or lower tier subcontract under its

Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official.

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Award is not presently declared by any Federal department or agency to be:
  - (a) Debarred from participation in any federally assisted Award,
  - (b) Suspended from participation in any federally funded Award,
  - (c) Proposed for debarment from participation in any federally assisted Award,
  - (d) Declared ineligible to participate in any federally assisted Award,
  - (e) Voluntarily excluded from participation in any federally assisted Award, or
  - (f) Disqualified from participation in any federally funded Award.

3. The Applicant will provide a written explanation if it or any of its principals, including any of its first tier Sub recipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this certification

## **V. DRUG-FREE WORKPLACE AGREEMENT**

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), "49 CFR part 32, Subpart B, and as modified by 41 U.S.C. 701 the Applicant agrees that it will provide a drug-free workplace by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying actions that will be taken against its employees for violation of that prohibition;
2. Establishing an ongoing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. Its policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each of its employees to be engaged in the performance or implementation of the grant agreement or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;

4. Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant agreement or cooperative agreement, the employee will be required to:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;
5. Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction; the Applicant, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, and that notice shall include the identification number(s) of each affected grant agreement or cooperative agreement;
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted, and make that list readily accessible to FTA.

## **VI. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE**

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT will be incorporated by reference and made part of the grant agreement or cooperative agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Recipient, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq.

## **VII. CERTIFICATIONS AND ASSURANCES REQUIRED BY THE U.S. OFFICE OF MANAGEMENT AND BUDGET**

The assurances in this category are consistent with the assurances required in the U.S. OMB SF-424B and SF-424D and updated as necessary to reflect changes in federal laws, regulations, and requirements.

### **1. Administrative Activities. The Applicant certifies that:**

- a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
  - (1) Legal authority to apply for Federal funding,
  - (2) Institutional capability,
  - (3) Managerial capability, and
  - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost).
  
- b. It will give limited access and the right to examine Project-related materials to entities or individuals, as required, including, but not limited to the:
  - (1) FTA,
  - (2) The Comptroller General of the United States, and
  - (3) State of Ohio, through an appropriate authorized representative.
  
- c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  
- d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
  - (1) A personal or organizational conflict of interest, or personal gain, or
  - (2) The appearance of a personal or organizational conflict of interest or personal gain,

### **2. Project Specifics. The Applicant certifies that:**

- a. Following receipt of an FTA award, it will begin and complete Project work within the period of performance that applies.,
  
- b. For FTA funded construction Projects:
  - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
  - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
  - (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
  - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
  - (5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,

- (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
  - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
- c. It will furnish progress reports and other information as FTA or the State of Ohio may require.

**3. Statutory and Regulatory requirements.** The Applicant certifies that:

- a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
  - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
  - (2) The prohibitions against discrimination on the basis of sex, as provided in:
    - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
    - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
  - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
  - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
  - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
  - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
  - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
  - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
  - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
  - (1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and
  - (2) It has the necessary legal authority under State and local laws and regulations to comply with:

- (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
  - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
- (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
    - (1) Displaced families or individuals, and
    - (2) Displaced Partnerships, corporations, or associations.
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations.
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
  - (e) It will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
  - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652.
  - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631.
  - (h) It will execute the necessary implementing amendments to FTA funded third party contracts and sub agreements,
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
  - (j) It will incorporate these assurances by reference into and make them a part of any third-party contract or sub agreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition.
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
  
- e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
  
- f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note.
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note.
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note.
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note.
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465.
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q.
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544.
  - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303.
  - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287.
  - (11) Complying with and facilitating compliance with:
    - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469cand
    - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note.

- g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building.
- i. Comply with, and assure that its Sub recipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
  - (1) Participating in the Federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. Comply with:
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. Perform the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
  - (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
  - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT.
- l. Comply with all other Federal laws or regulations that apply.
- m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

**VIII. PUBLIC HEARING CERTIFICATION FOR A CAPITAL PROJECT THAT WILL SUBSTANTIALLY AFFECT A COMMUNITY OR ITS TRANSIT SERVICE**

As required by 49 U.S.C. 5323(b), the Applicant assures that it has, or before executing its contract with ODOT will have:

- 1. Provided an adequate opportunity for public review and comment on the proposed project;

2. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
3. Considered the economic, social, and environmental effects of the proposed project; and
4. Determined that the proposed project is consistent with official plans for developing the community.

#### **IX. NONDISCRIMINATION ASSURANCE (TITLE VI)**

The Applicant certifies that:

**Federal Requirements:** During the performance of this Agreement, the APPLICANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPLICANT") agrees as follows:

1. The APPLICANT will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The APPLICANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The APPLICANT will, in all solicitations or advertisements for employees placed by or on behalf of the APPLICANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
3. The APPLICANT agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the COMPANY's compliance with Title VI.
4. **Compliance with Regulations:** The APPLICANT (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 Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. **Non-discrimination:** The APPLICANT, 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 Sub-contractors, including procurements of materials and leases of equipment. The APPLICANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

6. **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the APPLICANT for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the APPLICANT of the APPLICANT's obligations under this Agreement 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.
7. **Information and Reports:** The APPLICANT 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 FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a APPLICANT is in the exclusive possession of another who fails or refuses to furnish this information, the APPLICANT will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a APPLICANT'S noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the APPLICANT under the Agreement until the APPLICANT complies; and/or
  - b. cancelling, terminating, or suspending a control, in whole or in part.
9. **Incorporation of Provisions:** The APPLICANT will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The APPLICANT will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the APPLICANT becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the APPLICANT may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the APPLICANT may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contact, the APPLICANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPLICANT," 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 APPLICANT’S, 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)
  - Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
  - Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 et seq.)
11. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
- a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be imposed.

12. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing.
13. As required by 49 CFR 21.7:
  - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
    - (1) It conducts each Project,
    - (2) It undertakes property acquisitions, and
    - (3) It operates its Project facilities, including:
      - (a) Its entire facilities, and
      - (b) Its facilities operated in connection with its Project.
  - b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project.
  - c. It will promptly take the necessary actions to carry out this assurance, including:
    - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
    - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
  - d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
    - (1) While the property is used for the purpose that the Federal funding is extended, and
    - (2) While the property is used for another purpose involving the provision of similar services or benefits.
  - e. The United States has a right to seek judicial enforcement of any matter arising under:
    - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) U.S. DOT regulations, 49 CFR part 21, and
    - (3) This assurance.
  - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
    - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) U.S. DOT regulations, 49 CFR part 21, and
    - (3) Federal transit laws, 49 U.S.C. 5332.
  - g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
  - h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third-Party Participant, including any:
    - (1) Sub recipient,
    - (2) Transferee,
    - (3) Third Party Contractor or Subcontractor at any tier,
    - (4) Successor in Interest,
    - (5) Lessee, or

- (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient).
  - i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third-party agreement, including each:
    - (1) Sub agreement at any tier,
    - (2) Property transfer agreement,
    - (3) Third party contract or subcontract at any tier,
    - (4) Lease, or
    - (5) Participation agreement, and
  - j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
    - (1) Federal funding is extended to its Project,
    - (2) Its Project property is used for a purpose for which the Federal funding is extended,
    - (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
    - (4) It retains ownership or possession of its Project property, or
    - (5) FTA may otherwise determine in writing.
14. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
- a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group 1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

**X. ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY (SPECIAL EFFORTS)**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant certifies that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant certifies that project

implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

#### **XI. Limited English Proficiency (LEP)**

Applicants shall comply with DOJ regulations implementing Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* (Title VI), recipients of Federal financial assistance have a responsibility to ensure meaningful access to their programs and activities by persons with limited English proficiency (LEP). See 28 CFR 42.104(b)(2). Executive Order 13166, reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that extends assistance subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in DOJ Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons with Limited English Proficiency." See 65 FR 50123 (August 16, 2000).

#### **XII. PROCUREMENT COMPLIANCE**

The Applicant assures that its procurements and procurement system will comply with all applicable Federal laws, regulations and requirements in accordance with FTA directives and federal guidance including FTA Circular 4220.1F, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Applicant assures that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each sub recipient and each contractor will also include in its sub agreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

#### **XIII. LOBBYING CERTIFICATION**

The Applicant certifies that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
    - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
  - b. Your Certification on its behalf applies to the lobbying activities of:
    - (1) It,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:

- (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
  - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee.
  - c. It will include the language of this Certification in the award documents for all sub awards at all tiers, including, but not limited to:
    - (1) Third party contracts,
    - (2) Subcontracts,
    - (3) Sub agreements, and
    - (4) Other third party agreements under a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
3. It understands that:
- a. This Certification is a material representation of fact that the Federal government relies on, and
  - b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **XIV. PRIVATE PROPERTY PROTECTIONS**

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

- 1. It has or will have:
  - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under State or local laws to the company for any franchise or property acquired.
- 2. It has completed the actions described in Group 4.A.1 of this Certification before it:
  - a. Acquires the property or an interest in the property of a private provider of public transportation, or

- b. Operates public transportation equipment or facilities:
  - (1) In competition with transportation service provided by an existing public transportation operator, or
  - (2) In addition to transportation service provided by an existing public transportation operator.

## **XV. CERTIFICATION OF PRE-AWARD AND POST-DELIVERY ROLLING STOCK REVIEWS**

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

## **XVI. BUS TESTING**

The Applicant certifies that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
  - a. 49 U.S.C. 5318, and
  - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318.
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
  - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
    - (1) That bus has been tested at FTA's bus testing facility, and
    - (2) That bus has received a test report prepared on that new bus model, and
  - b. It will not authorize final acceptance of the bus until:
    - (1) The bus has been tested at FTA's bus testing facility, and
    - (2) It has received a copy of the test report prepared on that new bus model.
3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),
    - (4) Structural integrity,
    - (5) Fuel economy,
    - (6) Emissions, and
    - (7) Noise, and
  - b. Minimum safety performance standards.
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

## **XVII. CHARTER SERVICE AGREEMENT**

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant enters into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:

- a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
  - (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. 133 or 142, or
  - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted.
  
- b. FTA's charter service restrictions extend to:
  - (1) The Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
    - (a) Federal transit laws, 49 U.S.C. chapter 53,
    - (b) 23 U.S.C. 133 or 142, or
    - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
  - (2) Any Third-Party Participant that receives Federal funding derived from:
    - (a) Federal transit laws, 49 U.S.C. chapter 53,
    - (b) 23 U.S.C. 133 or 142, or
    - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted.
  
- c. A Third-Party Participant includes any:
  - (1) Sub recipient at any tier,
  - (2) Lessee,
  - (3) Third Party Contractor or Subcontractor at any Tier, and
  - (4) Other Third Party Participant in its Project.
  
- d. Applicant agrees that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
  - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
  - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
  - (3) Any other Federal Charter Service regulations, or
  - (4) Federal guidance, except as FTA determines otherwise in writing,
  
- e. Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.
  
- f. Applicant agrees that:
  - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding

appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:

- (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
  - (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
- (2) These corrective measures and remedies may include:
- (a) Barring it or any Third-Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
  - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
  - (c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
- a. FTA's Charter Service restrictions do not apply to the Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5310, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only.
  - b. FTA's Charter Service restrictions do not apply to the Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only.
  - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

## **XVIII. SCHOOL BUS AGREEMENT**

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant is entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. 133 or 142, or
  - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 2. FTA's school bus operations restrictions extend to:
  - a. the Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,

- (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
  - b. Any Third-Party Participant that receives Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 3. A Third-Party Participant includes any:
  - a. Sub recipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Other Third Party Participant in the Project,
- 4. The Applicant agrees, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
  - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
  - c. Any other Federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing,
- 5. The Applicant agrees that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
- 6. The Applicant agrees that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar the Applicant or Third Party Participant from receiving further Federal transit funds, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

**XIX. DEMAND RESPONSIVE CERTIFICATION**

Before FTA may provide federal assistance for an award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, the Applicant must provide the Demand Responsive Service Certification, in addition to other Certifications and Assurances, except as FTA determines in writing.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d). The Applicant certifies that:

- 1. It offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities.
- 2. Viewed in its entirety, its service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to service it offers individuals without disabilities with respect to:
    - (1) Response time,

- (2) Fares,
- (3) Geographic service area,
- (4) Hours and days of service,
- (5) Restrictions on priorities based on trip purpose,
- (6) Availability of information and reservation capability, and
- (7) Constraints on capacity or service availability.

**XX. INTELLIGENT TRANSPORTATION SYSTEMS**

The Applicant:

1. Understands that, as used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assures that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

**XXI. ACQUISITION OF CAPITAL ASSETS BY LEASE**

As required by FTA regulations, "Capital Leases," 49 CFR part 5309, to the extent consistent with the FAST Act, if the Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, the Applicant certifies that it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

**XXII. INTEREST AND OTHER FINANCING COSTS**

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs unless:
  - a. It is eligible to receive Federal funding for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require.
2. It will comply with the same favorable financing cost provisions for:
  - a. Urbanized Area Formula Grants Projects,
  - b. Projects under Full Funding Grant Agreements,
  - c. Projects with Early Systems Work Agreements,
  - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
  - e. State of Good Repair Projects,
  - f. Bus and Bus Facilities Projects, and
  - g. Low or No Emission Vehicle Development Projects,

- h. Any program that must comply with the requirements of 49 USC 5307 or
- I Any other programs FTA may specify

### **XXIII. CONSTRUCTION HIRING PREFERENCES**

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-11, in connection with any third-party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b), the Applicant certifies that:

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third-party contract requires resides in the jurisdiction where the work will be performed;
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

### **XXIV. TRANSIT ASSET MANAGEMENT CERTIFICATIONS**

The Applicant and each of its Sub recipients will:

1. Follow the Federal guidance, when issued, that will implement the transit asset management provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing; and
2. Comply with the final Federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

### **XXV. PUBLIC TRANSPORTATION AGENCY SAFETY PLAN CERTIFICATIONS**

The Applicant certifies that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

**Signature pages follow:**

OHIO DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT

CERTIFICATIONS AND ASSURANCES FOR  
THE RURAL TRANSIT PROGRAM

- SIGNATURE PAGE -

The Applicant agrees to comply with all requirements and assurances of Categories I – XXVII

The Board of Ashtabula County Commissioners

(Name of Applicant)

Kathryn L. Whittington, President

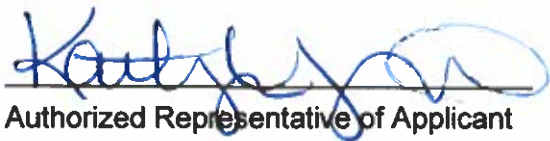
(Name & Title of Authorizing Representative)

BY SIGNING BELOW, I, Kathryn L. Whittington, President

on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal and State statutes, regulations, executive orders, and administrative guidance required for each proposal it makes to the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT).

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA and ODOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Enhanced Mobility for Seniors and persons with disabilities Program (5310 indemnification), and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

  
Authorized Representative of Applicant

4-20-21  
Date

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For: The Board of Ashtabula County Commissioners  
(Name of Applicant)

As the undersigned legal counsel for the above-named Applicant, I hereby affirm that the Applicant has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify ODOT and FTA promptly.

Applicant's Attorney: Colleen M. O'Toole

(Please type)

\_\_\_\_\_  
Applicant's Attorney Signature

\_\_\_\_\_  
Date

Ashtabula County Prosecutor

Title

\_\_\_\_\_  
Attestant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SPECIAL WARRANTY ARRANGEMENT**  
For Application to Other Than Urbanized and Over-the-Road Bus Accessibility  
Projects

PURSUANT TO SECTION 5333(b) OF  
TITLE 49 OF THE U.S. CODE, CHAPTER 53  
*January 3, 2011*

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to

such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights,

lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such month, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be

considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u> equivalent period
1 day to 6 years	6 years
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of

the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal

allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for

one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the

employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee

protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.





**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

**EXECUTIVE ORDER 2019-12D**

**Governing the Expenditure of Public Funds on Offshore Services**

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders>).

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

**25 W Jefferson St**

**Jefferson, Ohio 44047**

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

**425 W 24<sup>th</sup> St.**

**Ashtabula, Ohio 44004**

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

**2924 Donahoe Drive**

**Ashtabula, Ohio 44004**

**425 W 24<sup>th</sup> St**

**Ashtabula, Ohio 44004**

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

**425 W 24<sup>th</sup> St**

**Ashtabula, Ohio 44004**

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

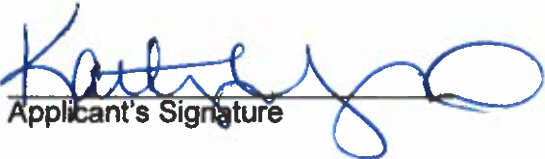
Note: This Certificate is to be used in cases where the service is provided by a service provider.

### RURAL TRANSIT CERTIFICATION - Third Party Service Provider

We, the undersigned representing The Board of Ashtabula County Commissioners  
(Applicant)

and MV Transportation, Inc.  
(Service Provider)

hereinafter referred to as the Applicant and recipient, respectively, and have reviewed the "Special Section 5333(b) Warranty for Proposal to the Small Urban and Rural Program" and certify to the Ohio Department of Transportation that all its provisions will be posted and incorporated into any contract between the Applicant and Recipient which will expend funds received as a result of an proposal to the Ohio Department of Transportation under the Rural Transit Program.

  
Applicant's Signature

4-20-21  
Date

President, The Board of County Commissioners  
Title

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date

General Manager, MV Transportation, Inc.  
Title

\_\_\_\_\_  
Attestant's Signature

\_\_\_\_\_  
Date

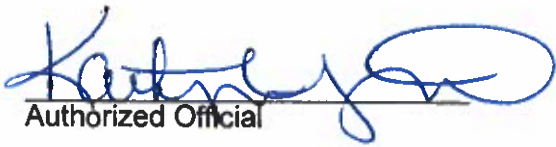
ACTS Program Manager  
Title

## USE OF PROJECT FACILITIES

It is understood that the grant agreement will contain provisions to assure the continued public interest use of the project facilities during their useful life and that in the event that such facilities are sold or otherwise devoted to another use during their useful life, the grantee will refund to the Federal and State Governments a proportionate share (based on the original funding ratio) of the sale price or fair market value of the facilities.

## RELOCATION

This project does not require the displacement of families, individuals, business concerns, or nonprofit organizations as stated in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

  
Authorized Official

4-20-21  
Date

\_\_\_\_\_  
President, The Board of Ashtabula County Commissioners

**Signatures need for the Section 5339 Bus & Bus Facilities Grant  
Program CY 2022**

**Kathryn-Page 13-grant application**

**Kathryn-Local match certification Form**



**Ohio Department of Transportation  
Section 5339 Bus and Bus Facilities  
Grant Program**

**Calendar Year 2022**

# PROGRAM APPLICATION

## I. INTRODUCTION

### A. Overview

The Bus and Bus Facilities Program as authorized by 49 USC Section 5339 authorizes grants for the purchase of buses, bus related equipment, and bus related facilities. Federal funds are allocated both to the states on a population-based formula as well as directly to urban areas, and the Governor of each state is responsible for administering and distributing the portion of the funds set aside for non-urbanized areas.

The goals of the Bus and Bus Facilities Program are as follows:

- to assist eligible recipients in replacing, rehabilitating, and purchasing buses and bus-related equipment.
- to renovate and construct bus-related facilities.
- to overall ensure that public transit systems in Ohio have vehicles, equipment, and facilities of sufficient quality and quantity.
- to ensure that public transit systems can provide safe, efficient, and effective public transportation to the people of the state.

The Governor has designated the Ohio Department of Transportation (ODOT) to administer the Federal funds as a part of the Bus and Bus Facilities Program in Ohio. The ODOT Office of Transit Administrator manages the day-to-day program activities under the direction of the ODOT Deputy Director of Planning.

In administering the program, ODOT solicits applications; develops project selection criteria; reviews and selects projects for approval; develops and files an annual Program of Projects and grant application with the Federal Transit Administration (FTA); certifies eligibility of applicants and project activities; ensures compliance with Federal requirements by all local recipients; and monitors local project activity.

All potential applicants must submit a letter of intent to apply for Bus and Bus Facilities funding prior to the application period.

In order to be considered for funding, prospective grantees must submit a fully completed application. To assist applicants ensure that applications packages are complete, an "Application Checklist" has been provided as a separate document in BlackCat. **Applicants must complete and submit this completed checklist in order for their application to be considered valid.**

Please complete and upload this package to BlackCat by **Friday, April 30, 2021.**

## PUBLIC TRANSIT DEFINITIONS

Term	Definition
<b>Public Transportation</b>	Public transportation, as defined by the National Transit Database, means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation. Transit must be open to the public. Transit must also comply with the provisions of the American with Disabilities Act.
<b>Fixed Route System</b>	Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.
<b>Demand Response System</b>	Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.
<b>Route Deviation System</b>	Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.
<b>Commuter Bus Service</b>	Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

# ODOT 5339 APPLICATION 2022

Applicant's Projects		
<i>Mark each category of capital project being applied for. Please complete the "Project Cost Estimates" form for all project requests that do not include vehicles.</i>		
Replacement Vehicle <input checked="" type="checkbox"/>	Expansion Vehicle <input type="checkbox"/>	Bus Shelters <input type="checkbox"/>
Shop Equipment <input type="checkbox"/>	Computer Hardware <input type="checkbox"/>	Computer Software <input type="checkbox"/>
Surveillance/Security <input type="checkbox"/>	Support Vehicle <input type="checkbox"/>	Facility (Renovation) <input type="checkbox"/>
Radios <input type="checkbox"/>	Other Capital Item <input type="checkbox"/>	Facility (New) <input type="checkbox"/>

Vehicle Project Information	
<i>If <b>ANY</b> vehicle project is being requested, please provide the below information (as of March 31, 2021) regarding the transit vehicle fleet. Additionally, please update your BlackCat vehicle inventory so that it is accurate, contains all vehicles in your fleet, and request disposition for vehicles as needed prior to the application submission.</i>	
Total Number of Vehicles in Transit Fleet	15
Number of Vehicles Used for Peak Service	15
Number of Spare Vehicles in Fleet	2
Number of Vehicles Eligible for Disposition	2
<i>Disposition Eligibility Requirements</i>	
MMV, AV, MV-1, CV, LTL, LTN	5 Years & 120,000 Miles 150,000 Miles regardless of Years
LTV-FS & LTV-HC	6 Years & 150,000 Miles 200,000 Miles regardless of Years

Replacement Vehicle Project Information													
<i>For each <b>REPLACEMENT</b> vehicle project which is being requested, please provide the information (as of March 31, 2021) regarding the vehicle which it will be replacing in your fleet.</i>													
<b>Vehicle Project 1</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Replacement vehicle VIN</td> <td style="padding: 5px;">1FDEE3FS1JDC06516</td> </tr> <tr> <td style="padding: 5px;">Replacement vehicle age</td> <td style="padding: 5px;">2018</td> </tr> <tr> <td style="padding: 5px;">Replacement vehicle mileage</td> <td style="padding: 5px;">79,751</td> </tr> <tr> <td style="padding: 5px;">Replacement vehicle original funding source (5311, 5339, 5310, local)</td> <td style="padding: 5px;">5339</td> </tr> <tr> <td style="padding: 5px;">Replacement vehicle type (MMV, LTV, SMV, etc.)</td> <td style="padding: 5px;">LTN</td> </tr> <tr> <td style="padding: 5px;">Type of Service currently provided by the vehicle to be replaced</td> <td style="padding: 5px;"> <input checked="" type="checkbox"/> Demand Response    <input type="checkbox"/> Fixed Route  <input type="checkbox"/> Deviated Fixed Route                 </td> </tr> </table>	Replacement vehicle VIN	1FDEE3FS1JDC06516	Replacement vehicle age	2018	Replacement vehicle mileage	79,751	Replacement vehicle original funding source (5311, 5339, 5310, local)	5339	Replacement vehicle type (MMV, LTV, SMV, etc.)	LTN	Type of Service currently provided by the vehicle to be replaced	<input checked="" type="checkbox"/> Demand Response <input type="checkbox"/> Fixed Route <input type="checkbox"/> Deviated Fixed Route
Replacement vehicle VIN	1FDEE3FS1JDC06516												
Replacement vehicle age	2018												
Replacement vehicle mileage	79,751												
Replacement vehicle original funding source (5311, 5339, 5310, local)	5339												
Replacement vehicle type (MMV, LTV, SMV, etc.)	LTN												
Type of Service currently provided by the vehicle to be replaced	<input checked="" type="checkbox"/> Demand Response <input type="checkbox"/> Fixed Route <input type="checkbox"/> Deviated Fixed Route												

	Vehicle Type Requested	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input checked="" type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	Will requested vehicle provide the same type of service as vehicle being replaced?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
	If no, what type of service will the vehicle provide?	<input type="checkbox"/> N/A		
	Will having the vehicle be replaced reduce your maintenance costs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, how much of a savings per year do you expect?	\$3,205		<input type="checkbox"/> N/A
	If no, why do you not expect a savings in cost from having newer vehicles in your fleet?	<input type="checkbox"/> N/A		
Vehicle Project 2	Replacement vehicle VIN			
	Replacement vehicle age			
	Replacement vehicle mileage			
	Replacement vehicle original funding source (5311, 5339, 5310, local)			
	Replacement vehicle type (MMV, LTV, SMV, etc.)			
	Type of Service currently provided by the vehicle to be replaced	<input type="checkbox"/> Demand Response	<input type="checkbox"/> Fixed Route	
		<input type="checkbox"/> Deviated Fixed Route		
	Vehicle Type Requested	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	Will requested vehicle provide the same type of service as vehicle being replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If no, what type of service will the vehicle provide?	<input type="checkbox"/> N/A		
	Will having the vehicle be replaced reduce your maintenance costs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, how much of a savings per year do you expect?			<input type="checkbox"/> N/A
	If no, why do you not expect a savings in cost from having newer vehicles in your fleet?	<input type="checkbox"/> N/A		
Vehicle Project 3	Replacement vehicle VIN			
	Replacement vehicle age			
	Replacement vehicle mileage			

	Replacement vehicle original funding source (5311, 5339, 5310, local)			
	Replacement vehicle type (MMV, LTV, SMV, etc.)			
	Type of Service currently provided by the vehicle to be replaced	<input type="checkbox"/> Demand Response	<input type="checkbox"/> Fixed Route	
		<input type="checkbox"/> Deviated Fixed Route		
	Vehicle Type Requested	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	Will requested vehicle provide the same type of service as vehicle being replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If no, what type of service will the vehicle provide?			<input type="checkbox"/> N/A
	Will having the vehicle be replaced reduce your maintenance costs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, how much of a savings per year do you expect?			<input type="checkbox"/> N/A
If no, why do you not expect a savings in cost from having newer vehicles in your fleet?			<input type="checkbox"/> N/A	
<b>Vehicle Project 4</b>	Replacement vehicle VIN			
	Replacement vehicle age			
	Replacement vehicle mileage			
	Replacement vehicle original funding source (5311, 5339, 5310, local)			
	Replacement vehicle type (MMV, LTV, SMV, etc.)			
	Type of Service currently provided by the vehicle to be replaced	<input type="checkbox"/> Demand Response	<input type="checkbox"/> Fixed Route	
		<input type="checkbox"/> Deviated Fixed Route		
	Vehicle Type Requested	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	Will requested vehicle provide the same type of service as vehicle being replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If no, what type of service will the vehicle provide?			<input type="checkbox"/> N/A	
Will having the vehicle be replaced reduce your maintenance costs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

	If yes, how much of a savings per year do you expect?		<input type="checkbox"/> N/A	
	If no, why do you not expect a savings in cost from having newer vehicles in your fleet?		<input type="checkbox"/> N/A	
<b>Vehicle Project 5</b>	Replacement vehicle VIN			
	Replacement vehicle age			
	Replacement vehicle mileage			
	Replacement vehicle original funding source (5311, 5339, 5310, local)			
	Replacement vehicle type (MMV, LTV, SMV, etc.)			
	Type of Service currently provided by the vehicle to be replaced	<input type="checkbox"/> Demand Response	<input type="checkbox"/> Fixed Route	
		<input type="checkbox"/> Deviated Fixed Route		
	Vehicle Type Requested	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	Will requested vehicle provide the same type of service as vehicle being replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If no, what type of service will the vehicle provide?			<input type="checkbox"/> N/A
	Will having the vehicle be replaced reduce your maintenance costs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, how much of a savings per year do you expect?			<input type="checkbox"/> N/A	
If no, why do you not expect a savings in cost from having newer vehicles in your fleet?			<input type="checkbox"/> N/A	

<b>Expansion Vehicle Project Information</b>				
<i>For each <b>EXPANSION</b> vehicle project which is being requested, please provide the following information.</i>				
<b>Vehicle Project 1</b>	Expansion Vehicle Type	<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
		<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	What type of service will this vehicle provide?	<input type="checkbox"/> Demand Response		<input type="checkbox"/> Fixed Route
Additional Estimated Trips to be provided per calendar year using this specific vehicle		<input type="checkbox"/> Deviated Fixed Route		

	Additional Estimated Miles to be traveled per calendar year using this specific vehicle				
	How will this vehicle be used?	<input type="checkbox"/> Public Transportation	<input type="checkbox"/> Contract Service	<input type="checkbox"/> Both	
	In the space below, please describe the process the evaluation process (study, surveys, etc.) used to justify the need for expansion vehicles and upload the documentation into BlackCat application documents section.				
	Click here to enter text.				
	In the space below, please provide a detailed project description. Explain the type of service this expansion vehicle will provide, how it will address the evaluation and how it satisfies the goals of the 5339 Program.				
	Click here to enter text.				
	Will having this additional vehicle in your fleet increase your operating or capitalized maintenance costs?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, how much of an increase per year do you expect?				<input type="checkbox"/> N/A
	If no, why do you not expect an increase in cost from having a greater number of vehicles in your fleet?				<input type="checkbox"/> N/A
	If you do not get all of your expansion vehicles and any expanded operating funding being requested, can you still do your planned expansion (ie. Is your project scalable)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Vehicle Project 2	Expansion Vehicle Type		<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
			<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	What type of service will this vehicle provide?		<input type="checkbox"/> Demand Response		<input type="checkbox"/> Fixed Route
			<input type="checkbox"/> Deviated Fixed Route		
	Additional Estimated Trips to be provided per calendar year using this specific vehicle				
	Additional Estimated Miles to be traveled per calendar year using this specific vehicle				
How will this vehicle be used?		<input type="checkbox"/> Public Transportation	<input type="checkbox"/> Contract Service	<input type="checkbox"/> Both	

	<p>In the space below, please describe the process the evaluation process (study, surveys, etc.) used to justify the need for expansion vehicles and upload the documentation into BlackCat application documents section.</p>			
	<p>Click here to enter text.</p>			
	<p>In the space below, please provide a detailed project description. Explain the type of service this expansion vehicle will provide, how it will address the evaluation and how it satisfies the goals of the 5339 Program.</p>			
	<p>Click here to enter text.</p>			
	<p>Will having this additional vehicle in your fleet increase your operating or capitalized maintenance costs?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<p>If yes, how much of an increase per year do you expect?</p>		<input type="checkbox"/> N/A	
	<p>If no, why do you not expect an increase in cost from having a greater number of vehicles in your fleet?</p>		<input type="checkbox"/> N/A	
<p>If you do not get all of your expansion vehicles and any expanded operating funding being requested, can you still do your planned expansion (ie. Is your project scalable)?</p>				
<input type="checkbox"/> Yes			<input type="checkbox"/> No	
<p><b>Vehicle Project 3</b></p>	<p>Expansion Vehicle Type</p>	<input type="checkbox"/> MMV <input type="checkbox"/> LTV-FS	<input type="checkbox"/> AV <input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTN <input type="checkbox"/> LTL
	<p>What type of service will this vehicle provide?</p>	<input type="checkbox"/> Demand Response <input type="checkbox"/> Fixed Route <input type="checkbox"/> Deviated Fixed Route		
	<p>Additional Estimated Trips to be provided per calendar year using this specific vehicle</p>			
	<p>Additional Estimated Miles to be traveled per calendar year using this specific vehicle</p>			
	<p>How will this vehicle be used?</p>	<input type="checkbox"/> Public Transportation	<input type="checkbox"/> Contract Service	<input type="checkbox"/> Both
	<p>In the space below, please describe the process the evaluation process (study, surveys, etc.) used to justify the need for expansion vehicles and upload the documentation into BlackCat application documents section.</p>			
	<p>Click here to enter text.</p>			

	<p>In the space below, please provide a detailed project description. Explain the type of service this expansion vehicle will provide, how it will address the evaluation and how it satisfies the goals of the 5339 Program.</p>			
	<p>Click here to enter text.</p>			
	<p>Will having this additional vehicle in your fleet increase your operating or capitalized maintenance costs?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<p>If yes, how much of an increase per year do you expect?</p>	<input type="checkbox"/> N/A		
	<p>If no, why do you not expect an increase in cost from having a greater number of vehicles in your fleet?</p>	<input type="checkbox"/> N/A		
	<p>If you do not get all of your expansion vehicles and any expanded operating funding being requested, can you still do your planned expansion (ie. Is your project scalable)?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<p><b>Vehicle Project</b> 4</p>	<p>Expansion Vehicle Type</p>	<input type="checkbox"/> MMV <input type="checkbox"/> LTV-FS	<input type="checkbox"/> AV <input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTN <input type="checkbox"/> LTL
	<p>What type of service will this vehicle provide?</p>	<input type="checkbox"/> Demand Response <input type="checkbox"/> Fixed Route <input type="checkbox"/> Deviated Fixed Route		
	<p>Additional Estimated Trips to be provided per calendar year using this specific vehicle</p>			
	<p>Additional Estimated Miles to be traveled per calendar year using this specific vehicle</p>			
	<p>How will this vehicle be used?</p>	<input type="checkbox"/> Public Transportation	<input type="checkbox"/> Contract Service	<input type="checkbox"/> Both
	<p>In the space below, please describe the process the evaluation process (study, surveys, etc.) used to justify the need for expansion vehicles and upload the documentation into BlackCat application documents section.</p>			
	<p>Click here to enter text.</p>			
<p>In the space below, please provide a detailed project description. Explain the type of service this expansion vehicle will provide, how it will address the evaluation and how it satisfies the goals of the 5339 Program.</p>				
<p>Click here to enter text.</p>				

	Will having this additional vehicle in your fleet increase your operating or capitalized maintenance costs?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, how much of an increase per year do you expect?		<input type="checkbox"/> N/A		
	If no, why do you not expect an increase in cost from having a greater number of vehicles in your fleet?		<input type="checkbox"/> N/A		
	If you do not get all of your expansion vehicles and any expanded operating funding being requested, can you still do your planned expansion (ie. Is your project scalable)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Vehicle Project 5	Expansion Vehicle Type		<input type="checkbox"/> MMV	<input type="checkbox"/> AV	<input type="checkbox"/> LTN
			<input type="checkbox"/> LTV-FS	<input type="checkbox"/> LTV-HC	<input type="checkbox"/> LTL
	What type of service will this vehicle provide?		<input type="checkbox"/> Demand Response	<input type="checkbox"/> Fixed Route	
			<input type="checkbox"/> Deviated Fixed Route		
	Additional Estimated Trips to be provided per calendar year using this specific vehicle				
	Additional Estimated Miles to be traveled per calendar year using this specific vehicle				
	How will this vehicle be used?		<input type="checkbox"/> Public Transportation	<input type="checkbox"/> Contract Service	<input type="checkbox"/> Both
	In the space below, please describe the process the evaluation process (study, surveys, etc.) used to justify the need for expansion vehicles and upload the documentation into BlackCat application documents section.				
	Click here to enter text.				
	In the space below, please provide a detailed project description. Explain the type of service this expansion vehicle will provide, how it will address the evaluation and how it satisfies the goals of the 5339 Program.				
Click here to enter text.					
Will having this additional vehicle in your fleet increase your operating or capitalized maintenance costs?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If yes, how much of an increase per year do you expect?				<input type="checkbox"/> N/A	
If no, why do you not expect an increase in cost from having a				<input type="checkbox"/> N/A	

	greater number of vehicles in your fleet?		
	If you do not get all of your expansion vehicles and any expanded operating funding being requested, can you still do your planned expansion (ie. Is your project scalable)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Bus Shelter Project Information</b>	
<i>For any potential bus shelter projects, some additional information is needed. Please fill in the below information for your proposed bus shelter project.</i>	
Shelter Type (is the shelter merely replacing an existing shelter or is it a new shelter in a new location):	New <input type="checkbox"/> or Replacement <input type="checkbox"/>
Proposed Shelter Location (include both address and longitude/latitude coordinates. Please also attach an aerial map of the proposed shelter location in the application document section):	Click here to enter text.
Shelter Project Other Buildings (please provide a list of all other buildings within 300 feet of the proposed shelter. Also provide address of those structures & age of structures):	Click here to enter text.
Proposed Shelter Design (written description, schematics, rendering, etc may be uploaded as a separate document):	Click here to enter text.
<i>Please be aware and make note that all bus shelter projects are dependent on approval from FTA and further information may be required for such projects. This may include doing an environmental determination of the potential impact of the project.</i>	

<b>Facility Information</b>	
<i>For any potential facility projects, some additional information is needed. Please fill in the below information for your proposed facility project.</i>	
Facility Type (is the proposed facility project a renovation/rehabilitation or is it the purchase/construction of a new facility):	New <input type="checkbox"/> or Renovation <input type="checkbox"/>
Facility Project Location (Please enter facility location including address and longitude/latitude coordinates. Please also attach an aerial map of the facility (or proposed facility) location in the application document section):	Click here to enter text.


Facility Project Other Buildings (please provide a list of all other buildings within 300 feet of the proposed facility construction/purchase/renovation. Also provide address of those structures & age of structures).	Click here to enter text.
New Facility Project Type (will this facility be purchased intact or will you be constructing a new facility):	Purchase <input type="checkbox"/> Construction <input type="checkbox"/>
New Facility Project Environmental Review (Have you already done an environmental site assessment on the property you intend or purchase or construct your facility at):	Yes <input type="checkbox"/> or No <input type="checkbox"/>
New Facility Construction Project (do you already own the land where you plan to construct the facility):	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Facility Project Planning (please describe the planning that has been done for the facility project & upload supporting documentation into documents section in BlackCat application):	Click here to enter text.
<i>Please be aware and make note that all facility projects are dependent on approval from FTA and further information may be required for such projects. This may include doing an environmental determination of the potential impact of the project. Please also note that facility projects may take an extended period of time to be approved by FTA and then completed.</i>	

Incidental Use	
Incidental use means the limited authorized non-transit use of project property acquired with FTA assistance. Such use must not conflict with the approved purposes of the project and must not interfere with the intended transit uses of the project property. An acceptable incidental use does not affect a property's transit capacity or use; and, FTA may concur in incidental use after awarding the Grant or entering into Cooperative Agreement.	
Does the transit organization provide incidental use of FTA-funded property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please describe the incidental use.	Click here to enter text.
Has the incidental use been approved by ODOT?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide the date of the concurrence from ODOT.	Click here to enter text.

### Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements of claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001).

(\*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

Signature		Date	Click here to enter a date.
		4-20-21	

## Local Match Certification Form

*For each requested project, enter the ALI code, total project cost, requested federal funding, estimated local funding (please use an 80/20 split), and local match source.*

Project Number	ALI	Total Project Cost	Requested Federal Funding	Local Match	Local Match Source
Project Example	11.12.15	\$100,000.00	\$80,000.00	\$8,000.00	Local Cash
				\$5,000.00	Capital Replacement Fund
				\$5,000.00	State GRF
				\$2,000.00	Local Agency Grant
Vehicle Project #1	11.12.15	\$65,405	\$52,323		
				\$13,082	Transit Reserve Fund
Vehicle Project #2					
Vehicle Project #3					
Vehicle Project #4					
Vehicle Project #5					
Vehicle Project #6					
Capital Project #1					

Capital Project #12					

Local Match Questions		
<i>Please answer the below questions regarding the local match for the 5339 projects.</i>		
Will you be using in-kind as a match source?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please elaborate of the source of the in-kind?	Click here to enter text.	
Are any of the identified match sources other Federal DOT funds?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please specify the source & amount?	Click here to enter text.	
Are any of the identified match sources used to match other federal grants?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please specify the source & amount?	Click here to enter text.	
Are you requesting state GRF as local match for any capital projects?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If you are requesting state GRF, can you still complete the project if you do not receive the GRF funding?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, what will the source of the local match to replace the state GRF?	Click here to enter text.	

**NOTE: I AM ONLY APPLYING FOR ONE PROJECT-I DID NOT INCLUDE ALL THE BLANK PAGES**

- 1) The Applicant certifies that:
  - a) It has or will have and, as necessary, the amount of funds required for the non-federal share.
  - b) It will provide the non-federal share from sources approved by FTA, and
  - c) It will provide the non-federal share when needed, and
- 2) The Applicant certifies to the Ohio Department of Transportation that the required local funds for the Applicant's 5339 Program are, or will be available from the above source(s) during the period of performance.

Signature		Date	4-20-21	Click here to enter a date.
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**Signatures needed for the 2022- 5311 Operating & Capital Maintenance Grant for  
ACTS**

**Kathryn sign-ADA Compliance-This is not applicable to ACTS because we operate a Deviated Fixed Route Bus System. The form must still be submitted with the application.**

**Kathryn sign-Local Match Certification-Certifying ACTS will have the required local match funds available for the period 1/1/22 – 12/31/22.**

**Kathryn sign-the 5311 Grant Application  
Page 3-Certification of Drive Training  
Page 6-Applicant Certification**

**Section 5311  
ADA COMPLIANCE  
for Fixed Route Service**

Systems that operate fixed route service are required to provide complementary paratransit service. These requirements include:

- Lift use and securement
- Service animals and oxygen
- Personnel assistance and training
- Maintenance of accessible features
- Accessible information
- Reasonable modification of policy

Additional information related to ADA Compliance for Fixed Route Service is found in [FTA Circular 4710.1](#).

**NOT APPLICABLE**

\_\_\_\_\_ (Grantee)  
hereby affirms that **NOT APPLICABLE** \_\_\_\_\_ is  
in \_\_\_\_\_ (Transit System)

compliance with the Americans with Disabilities Act for providing complementary paratransit service. **NOT APPLICABLE**

  
Authorized Official

4-20-21  
Date

President, Board of Ashtabula County Commissioners

\_\_\_\_\_  
Title of Authorized Official

**5311: Formula Grants for Rural Areas Program  
CFDA: 20.509  
Calendar Year 2022  
Local Match Certification Form**

- **Local match funds must be identified for:**
  - **Federal Operating Request**
  - **Preventive Maintenance (Capitalized Maintenance) Request**
- **Contract revenue listed as a local match must be identified by each individual contract and must be equal to or greater than the amount indicated in the Local Match Certification Form.**
- **If Contract Revenue totals are greater than those identified in the Local Match Certification form provide an explanation of how those funds will be utilized and/or reported. (For example, Funds will be added to system Transit Reserve Fund)**

<b>Example</b>					
Project Name	ALI	Total Project Cost	Requested Federal Funding	Local Match	Local Match Source
Project Example	30.09.01	\$500,000	\$250,000	\$75,000	Local Cash
				\$100,000	State GRF
				\$25,000	In-Kind
				\$50,000	Contract Revenue

<b>5311 Operating Match Certification</b>					
Project Name	ALI	Total Project Cost	Requested Federal Funding	Local Match	Local Match Source
Operating	30.09.01	\$873,635	\$417,039	\$ 64,400	Local Cash
				\$ 105,000	State GRF
				\$ 75,000	In-Kind
				\$ 155,339	Contract Revenue
				\$ 17,300	State E&D

<b>5311 Capitalized Maintenance Match Certification</b>					
Project Name	ALI	Total Project Cost	Requested Federal Funding	Local Match	Local Match Source
Capitalized Maintenance	11.7A.01	\$506,328	\$405,062	\$ 101,266	Contract Revenue
				\$	
				\$	
				\$	
				\$	

## Contract Revenue

- List all contracts anticipated to be signed with your transit system during the 2022 Calendar year
- Contract revenue is **required** to be reported through the transit system reports and/or the portion not reported must be reported in an approved Transit Reserve Fund.

Contract Name	Duration	Contract source of funding	Estimated Contract Amount
Senior Levy	1/1/22 – 12/31/22	FUNDS FROM THE SENIOR LEVY	\$ 71,572
Direction Home of Eastern Ohio	1/1/22 – 12/31/22	FUNDS FROM GRANT TO PROVIDE TRANSPORTATION FOR INDIVIDUALS AGE 60+	\$ 37,175
Non-Emergency Medical Transportation	10/1/21 – 9/30/22	NON-EMERGENCY MEDICAL TRANSPORTATION PROVIDED BY ACTS	\$ 147,858
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>CONTRACT TOTAL</b>			<b>\$ 256,605</b>

1. The Applicant certifies that:
  - a. It has or will have and, as necessary, the amount of funds required for the non-federal share.
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed, and
2. The Applicant certifies to the Ohio Department of Transportation that the required local funds for the Applicant's 5311 Program are, or will be available from the source(s) named above during the period of performance:

Signature		Date	4-20-21
			Click here to enter a date.



**Ohio Department of Transportation  
Federal Section 5311 Formula Grant  
Application for Rural Areas**

**Calendar Year 2022**

# **PROGRAM APPLICATION**

## **I. INTRODUCTION**

### **A. Overview**

The Rural Transit Program as authorized by 49 USC Section 5311 authorizes grants for public transportation in nonurbanized areas. Federal funds are allocated to the states on a population-based formula, and the Governor of each state is responsible for administering and distributing these funds. In addition, the Ohio General Assembly has authorized State funds for the support of public transportation. These State funds are available to public transportation systems through two programs, the Ohio Public Transportation Grant Program and the Ohio Elderly and Disabled Transit Fare Assistance Program.

The goals of the non-urbanized formula program are: to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in non-urbanized general public transportation to the maximum extent feasible.

The Governor has designated the Ohio Department of Transportation (ODOT) to administer the Federal and State funds as a part of the Rural Transit Program in Ohio. The ODOT Office of Transit Administrator manages the day-to-day program activities under the direction of the ODOT Deputy Director of Local Programs.

In administering the program, ODOT solicits applications; develops project selection criteria; reviews and selects projects for approval; develops and files an annual Program of Projects and grant application with the Federal Transit Administration (FTA); certifies eligibility of applicants and project activities; ensures compliance with Federal requirements by all local recipients; and monitors local project activity.

Applications for Rural Transit Program funds--FTA Section 5311 funds, and Ohio Public Transportation Grant Program funds, must be completed in accordance with the rules and requirements set forth in the Criteria and Application Instructions and the Rural Transit Manual.

To be eligible, all organizations must have submitted a Letter of Intent which was due no later than February 22, 2021. Organizations which submitted the Letter of Intent and required documentation were then invited to apply for funding.

Developing and initiating a new rural transit system and service is a formidable task that takes a considerable amount of planning and commitment from local resources. A Transportation Development Plan (TDP) which is a 3-5 year, short range planning document is recommended before the start of a rural system. See Chapter X, "Designing a New Transportation Program", of the Rural Transit Manual for more information on starting a new transit system.

Prospective applicants are advised that the Ohio Department of Transportation has published guidance for the Section 5311 program in the State Management Plan (SMP), the Rural Transit Manual, and Standard Operating Procedures. These documents prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a

Section 5311 Application. To be considered for funding, prospective grantees must submit a fully completed application.

To assist applicants in ensuring that applications packages are complete, an “Application Checklist” in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

Please complete and upload this package to BlackCat by **Friday April 30, 2021.**

## PUBLIC TRANSIT DEFINITIONS

Term	Definition
<b>Public Transportation</b>	Public transportation, as defined by the National Transit Database, means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation. Transit must be open to the public. Transit must also comply with the provisions of the American with Disabilities Act.
<b>Fixed Route System</b>	Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.
<b>Demand Response System</b>	Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.
<b>Route Deviation System</b>	Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.
<b>Commuter Bus Service</b>	Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

# ODOT APPLICATION 2021

System Profile			
<b>Direct Grantee/Designated Grantee</b>			
Is the Applicant a:			
Direct Grantee <input checked="" type="checkbox"/>		Designated Grantee <input type="checkbox"/>	
If applicant is a designated grantee, is a Designation Letter in place?			
Yes <input type="checkbox"/>		No <input type="checkbox"/>	
<b>Contract Providers</b>			
Does the Applicant contract with a third-party provider for delivery of service (i.e. MV Transit, First Transit)?			
Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>	
Provider Name	MV Transportation, Inc.		
Address	5910 N Central Expressway, Suite 1145		
City	Dallas	State	Texas
		Zip + 4	75206
Type of Service Contract	Demand Response, Deviated Fixed Route		
Term of Current Contract	1/1/2021 through 12/31/2021		
Contract Final Expiration Date	A two (2) year contract with the option to renew annually for a total period of five (5) years at the mutual agreement of Grantee and Service Provider. The Service Provider will commence and carry on the project beginning 1/1/2021 and ending 12/31/2021 as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the Grantee. This is year 3 of 5.		

System History	
Provide a brief summary of the transit system's history	The Ashtabula County Transportation System (ACTS) was established in 1988 with the purpose of providing safe, affordable transportation for all residents of Ashtabula County. ACTS currently has a fleet of 15 vehicles. Six (6) vehicles are owned by MV Transportation and (9) vehicles are owned by the Ashtabula County Commissioners.

Applicant's Projects			
<i>(Mark each category applying for)</i>			
Operating Grant <input checked="" type="checkbox"/>		Capitalized Maintenance Grant <input checked="" type="checkbox"/>	
Are the projects you are applying for included in a Four-Year Capital and Operating Plan?			
Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>	
<b>Funding Requests</b>			
<i>List amount requested from State and Federal sources for each project</i>			
Operating Grant Federal	417,039	Capitalized Maintenance Grant Federal	405,062
Operating Grant State	122,300	Capitalized Maintenance Grant State	Click here to enter text.

## Applicant's Projects

### Project Description

*Provide a brief project description for each requested project. How will these projects meet the program goals of the Rural Transit Program? How were the costs associated with this project determined?*

Operating Grant	The funds received for ACTS will be used to provide rural public transportation to Ashtabula County residents. The deviated fixed route service will provide service for Ashtabula City residents as well as Ashtabula and Saybrook townships. These funds will provide service for all Ashtabula County residents, including low-moderate income, Seniors and individuals with disabilities.
Capitalized Maintenance Grant	The funds received for ACTS from the Capitalized Grant will be used to ensure all ACTS vehicles are properly maintained according to the vehicle preventive maintenance plan. Federal funds will be used to preserve and maintain the vehicles in a cost-effective manner, to ensure they are in a state of good repair, and ensure they remain in safe condition.

## Service Description Existing Service

Define Service Area	The ACTS service area is the entire Ashtabula County region, covering 702 square miles of land.
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If you travel outside of the service area, provide out of area service explanation. Include frequency of travel outside of the service area.	ACTS does not travel out of the service area.
--	---

Days/Hours of Operations	Monday through Saturday, 7:00 am to 5:00 pm
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### Trips Provided in 2020

	Total Trips	49,702
	Percent of Contract Trips	15%
	Percent Elderly and Disabled Trips	35%

### Peak Vehicle Use

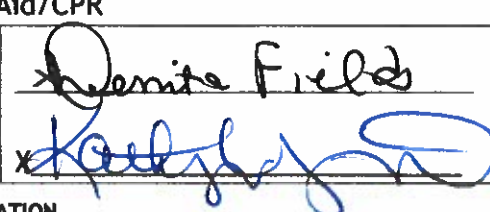
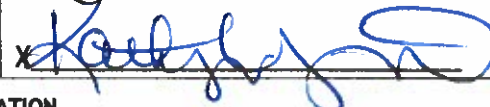
	Hours	7:00 AM to 5:00 PM
	# of Vehicles	15
	# of Spares	2
	Spare Ratio	14%

Type of Service	Demand Response <input checked="" type="checkbox"/>	Fixed Route <input type="checkbox"/>	Deviated Fixed Route <input checked="" type="checkbox"/>
	Charter <input type="checkbox"/>	School Bus <input type="checkbox"/>	Paratransit <input type="checkbox"/>
Type of Service	Curb to Curb <input checked="" type="checkbox"/>	Door to Door <input checked="" type="checkbox"/>	

Fare Structure			
	Define Fare Structure	All one-way trip fares: Adults \$2.00 Seniors & E&D \$1.00 Children 3 - 17 \$ .75 Children under 2 FREE E&D Passes \$20.00 and \$25.00 General Passes \$30.00 and \$40.00	
	Are Passes Sold?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If yes, is a mechanism in place to track pass sales and use	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Service Planning <b>New System or Expansion of Service</b>	
Describe the planning process used to determine the need for the new service.	Click here to enter text.
List public involvement efforts	Click here to enter text.
What unmet transportation needs will the new service address	Click here to enter text.
Are vehicles available to provide the proposed service?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, how will the vehicles be procured to accommodate the expansion of service?	Click here to enter text.

Planning and Coordination				
Is there a locally adopted Public Transportation Human Services Plan (or Coordinated Plan) (PTHSP) for the service area?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	<input type="checkbox"/>
What date was the plan last adopted?	11/1/2019			
Is the organization included in the PTHSP?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	<input type="checkbox"/>
Does the project address unmet needs identified in the PTHSP?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	<input type="checkbox"/>

Certification of Training for Drivers			
I hereby certify that all project drivers have or will complete the following training within six months of receiving a project grant award notice.			
<ul style="list-style-type: none"> <li>PAT/Drive</li> <li>Reasonable Suspicion</li> <li>Bloodborne Pathogen</li> <li>First Aid/CPR</li> </ul>			
Signature		Date	Click here to enter a date. 4-6-2021
		4-30-21	

Fiscal Capacity			
Does the organization have written financial policies and procedures?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have an annual single audit or independent audit conducted on an annual basis?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the audit report contain any findings that would impact the grant project?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Does the organization's account system have the ability to segregate FTA grant projects from other organization programs?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have purchase of service contracts?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization charge fully allocated rates for purchased services?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have the fiscal capacity to maintain transit services under the grant reimbursement process?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have an adopted procurement policy?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have an approved Indirect/Cost Allocation Plan?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the organization have an approved In-Kind Plan?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Local Match			
Will you be using program income from Incidental Use as a match source?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Will you be using in-kind as a match source?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Are any of the identified match sources other Federal DOT funds?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Are any of the identified match sources used to match other federal grants?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Incidental Use			
<p>Incidental use means the limited authorized non-transit use of project property acquired with FTA assistance. Such use must not conflict with the approved purposes of the project and must not interfere with the intended transit uses of the project property. An acceptable incidental use does not affect a property's transit capacity or use; and, FTA may concur in incidental use after awarding the Grant or entering into Cooperative Agreement.</p>			
Does the transit organization provide incidental use of FTA-funded property?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Fiscal Capacity		
If yes, please describe the incidental use.	Click here to enter text.	
Has the incidental use been approved by ODOT?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please upload the concurrence letter in the application documents section.		
Program Income		
<p>Program income means gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Grant or Cooperative Agreement during the period of performance. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal Awards, the sale of commodities or items fabricated under a federal Award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal assistance. Interest earned on advances of federal assistance is not program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal Award, program income does not include rebates, credits, discounts, taxes, special assessments, levies, and fines raised by a recipient and subrecipient, and interest earned on any of them.</p>		
Does the incidental use provide program income?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, list the source(s) of the program income.	Click or tap here to enter text.	

System Marketing		
Does the organization have a Marketing Plan?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Does the system have a service brochure?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Does the system have a rider guide?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Does the system have a website?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
List marketing methods used by the system	<p>ACTS updated our passenger guides and route maps in 2019. These are distributed throughout the entire County for informational purposes. The ACTS buses are also visible throughout Ashtabula County with clearly marked phone numbers for contact information. The ACTS website has been updated. Representatives from ACTS will attend different community events throughout the year to distribute information and make the public aware of our services.</p>	
Was a public notice an opportunity for public hearing advertised for each applicable project contained in this application?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

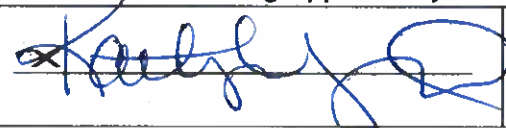
## Federal and State Compliance

<b>Title VI</b>		
Is an adopted Title VI Plan in place?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are all required Title VI notices posted in public materials and areas visited by the public?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Have any Title VI complaints been issued against the transit system in the last three years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Americans With Disabilities (ADA)</b>		
Are complimentary paratransit procedures and services in place for systems offering fixed route service?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are equivalent services offered to all populations for demand response service?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Have any ADA complaints been issued against the system in the last three years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, provide a brief summary of the complaint(s) and resolution(s)	Click here to enter text.	
<b>Vehicle and Equipment Maintenance</b>		
Does the system have a Vehicle and Equipment Preventative Maintenance Plan that meets or exceeds manufactures recommendations?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Has the system completed the vehicle and equipment inventory in Blackcat?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>Facility Maintenance</b>		
Does the system have a Facility Preventative Maintenance Plan?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements of claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001).

(\*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

<b>Signature</b>		<b>Date</b>	Click here to enter a date.
	4-30-21		

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For: The Board of Ashtabula County Commissioners  
(Name of Applicant)

As the undersigned legal counsel for the above-named Applicant, I hereby affirm that the Applicant has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify ODOT and FTA promptly.

Applicant's Attorney: Colleen M. O'Toole

(Please type)

  
Applicant's Attorney Signature

4.18.2021  
Date

Ashtabula County Prosecutor  
Title

  
Attestant's Signature

4/18/2021  
Date

Clark of the Board  
Title