

RESOLUTION APPROVING THE PROJECT FUNDING AGREEMENT OF THE SERVICE CONTRACT BETWEEN ASHTABULA COUNTY TECHNICAL & CAREER CENTER AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS

WHEREAS, Scott Wludyga, Superintendent of Ashtabula County Technical & Career Center has presented and recommended a project funding agreement, to be approved by the Board, to-wit:

Scope of Contract: To provide transportation services to the general public of Ashtabula County, for the operation of the Ashtabula County Transportation System (ACTS) after hours program during the hours of Mon- Friday 5:00 p.m. to 11:00p.m for Employment and Educational transportation.

Provider: Sunset Transportation Partners, LLC, 4690 Lake Road East, Geneva, Ohio

Service: Transportation Unit Rate per Day: \$480.00 Contract Amount: \$44,472.00

Effective Date: Retroactive to October 1, 2024 through June 30, 2025

WHEREAS this Board of Commissioners concurs with this recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the project funding agreement is approved in accordance with the copy on file in this office.

BE IT FURTHER RESOLVED, that all other terms and conditions outlined in the contract remain in full force and effect.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-468

October 08, 2024

**RESOLUTION APPROVING THE PROJECT FUNDING AGREEMENT OF THE
SERVICE CONTRACT BETWEEN ASHTABULA COUNTY TECHNICAL & CAREER
CENTER AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS**

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

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



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

PROJECT FUNDING AGREEMENT

This PROJECT FUNDING AGREEMENT (“Agreement”), made this 1st of **October 2024**, is by and between Ashtabula County Technical & Career Center, and the **Board of Ashtabula County Commissioners** (hereinafter referred to as “Grantee”) on behalf of Ashtabula County Transportation System (ACTS).

- I. Grantee agrees to provide persons living in **Ashtabula** area with **Transportation** service(s) in cooperation with Ashtabula County Technical & Career Center, State Agency, and the United States of America, and in conformity with the programs instituted and funded by them for the benefit of Ashtabula County residents.
- II. Grantee has submitted its proposal dated **October 1, 2024** (the “Proposal”) to provide **Transportation** service(s), which programs have been reviewed and approved by Ashtabula County Technical & Career Center.
- III. Ashtabula County Technical & Career Center, is subject to receipt of funds from Growing Rural Independence Together (GRIT) Grant funds and provide funding to the Grantee from the Project upon the terms and conditions as set forth herein calculated as follows:

Computation of Growing Rural Independence Together (GRIT) Grant funds

Total **\$44,472.00**

- 1. The Grantee understands that earning of Growing Rural Independence Together (GRIT) Grant funds under this contract shall be based on the total number of units provided multiplied by the following unit rates, up to the total amount allocated to each service as described in the Contract Amount.

Service	Unit Rate per Day	Contract Amount
Transportation	\$480.00	\$44,472.00

- 2. Receipt of federal and state funds by Grantee does not constitute earning of such funds. Only those funds expended by Grantee in compliance with Ashtabula County Technical & Career Center guidelines will be considered earned funds. All unearned funds must be returned to Ashtabula County Technical & Career Center at the end of the Program Period (as defined below). The federal share of each Program’s cost is earned and payable only when the cost therefore is accrued and the cost has been received by Grantee. No expense incurred prior to the Effective Date of the Program Periods of this Agreement shall be charged to the Programs covered by this agreement.
- 3. The Grant, and all parts thereof, shall be expended in conformity with Grantee’s submitted, and related documents outlining the program proposal, the performance and execution which is the consideration for this grant. The program shall be implemented according to the procedures and guidelines as stated in the GRIT funding and further in conformity with and according to, such other applicable laws, rules, regulations, policies, procedures, and directive enacted or promulgated by the United States, State Agency or Ashtabula County Technical & Career Center, all of which shall be considered to be incorporated herein, and made a part thereof.

IV IT IS FURTHER UNDERSTOOD AND AGREED BY THE GRANTEE THAT:

- 1. Definitions, as used in this Agreement, the following capitalized terms shall have the means set forth below:
“EFFECTIVE DATE” means **October 1, 2024**.
“PROGRAM PERIOD” means the period commencing on the Effective Date and ending on the Termination Date.
“TERMINATION DATE” means **June 30, 2025**.

2. All funds received by Grantee, including the Grant funds are to be expended by Grantee in accordance with the Proposal, and with all applicable laws, rules, regulations, policies and procedures of the Growing Rural Independence Together (GRIT) Grant funds. All Project Income, grant award funds, receipts from other sources, including the in-kind resources, must be accounted for and used or expended in compliance with all federal, state and Ashtabula County Technical & Career Center guidelines.

3. Any proposed changes or modifications in the Proposal as approved, or the Approved Program Budget for each Program, including, but not limited to, deletions, transfers, or additions, shall be submitted in writing by Grantee to Ashtabula County Technical & Career Center, C/O Superintendent, Scott Wludyga. Upon notification by Ashtabula County Technical & Career Center, in writing, of its approval of such changes or modifications, in the Proposal as approved, the same shall be deemed incorporated in and become part of this Agreement. Ashtabula County Technical & Career Center may, in its sole discretion, transfer funds between sources.

4. No term, covenant or condition of this Agreement shall be waived except in a writing signed by a duly authorized representative of Ashtabula County Technical & Career Center, and such waiver shall not affect Grantee’s obligation to subsequently comply with said term, covenant or condition, or any other term, covenant or condition of this Agreement. Any forbearance or indulgences by Ashtabula County Technical & Career Center in any respect whatsoever shall not constitute a waiver of any other term, covenant, or condition to be performed by Grantee. Ashtabula County Technical & Career Center shall be entitled to invoke any remedy available to it under this agreement, or by law, despite any such forbearance or indulgence.

5. Grantee shall submit to Ashtabula County Technical & Career Center and/or State Agency complete and accurate reports, records, documents, information and data pertaining to fiscal matters, Program objectives and activities which each may request. All such documents, information, data, reports and records shall be filed with Ashtabula County Technical & Career Center and/or State Agency on or before their due dates.
6. The Grants awarded herein by Ashtabula County Technical & Career Center to grantee may be terminated, in whole or in part, at any time for violation by Grantee of any term or requirements of this Agreement, including but not limited to, fraud, noncompliance with reporting requirements, or unauthorized deviation from the terms of the Proposal.
7. Grantee may enter into a third-party contract to accomplish the intent and purpose of this Agreement only after the proposed third-party contract has been approved by Ashtabula County Technical & Career Center in writing. After approval, Ashtabula County Technical & Career Center shall be furnished a copy of any such third-party contract within ten (10) days of execution of such contract and such contract shall be the same as that approved by Ashtabula County Technical & Career Center.
8. Ashtabula County Technical & Career Center shall monitor Grantee's program, its objectives and implementation, as in accordance with the guidelines and directives of the State Agency and in conformity with federal regulations and guidelines established. Further, as part of its monitoring activities, Ashtabula County Technical & Career Center will provide procedures to correct non-compliance with this Agreement or any applicable law, incorporated in the Area Plan developed by Ashtabula County Technical & Career Center. The Grantee shall comply with such corrective measures that may be required and/or directed by Ashtabula County Technical & Career Center to fully and completely carry out the intent and purpose of the Transportation services. Failure to comply will result in termination of this Agreement.
9. Ashtabula County Technical & Career Center agrees to receive Grant funds, and so long as grantee is in compliance with this Agreement, to disburse such portion of those funds as Grantee shall be entitled to receive pursuant to this agreement as the same may be revised from time to time. Disbursements of funds by Ashtabula County Technical & Career Center to Grantee shall be made following receipt and approval of Monthly Fiscal Reports, receipt of funds from State Agency, and compliance with the terms and conditions of this Agreement. Payments to provider will be based on actual number of units reported on Monthly Fiscal Reports. Ashtabula County Technical & Career Center reserves the right to reduce or de-obligate either or both of the grantee's Program upon ten (10) day written notice in the event of any de-obligation or reduction of federal or state funds from State Agency to Ashtabula County Technical & Career Center.
10. Grantee assumes sole responsibility for any and all liability which may occur in connection with any of the services, operations, or activities which it performs or provides in connection with the Programs, and further agrees to defend, indemnify and to hold harmless Ashtabula County Technical & Career Center, State Agency and their respective trustees, officers, directors, employees and agents, and all of their respective successors and assigns, from any and all claims, demands, damages, including reasonable attorney fees, causes of action or liability which may, directly or indirectly, arise out of or occur in connection with such services, operations or activities performed by or on behalf of Grantee, performed by or on behalf of Grantee including, but not limited to, the services, operations or activities set forth in the Proposal.
11. The parties hereto mutually agree not to discriminate against any recipient, participant or potential beneficiary of the program because of age, race, color, religion, sex, national origin or physical handicap, race, color, religion, gender, gender identity, gender expression, sexual orientation, age, disability, national origin, military and veteran status, health status (including childbirth, lactation and related medical conditions, genetic information (including characteristics and testing) or ancestry or any other characteristics protected by applicable federal, state or local law. Grantee shall develop and implement an affirmative action plan to ensure that applicants are employed, and the employees are treated, during employment, without regard to age, race color, religion, sex, national origin or physical handicap and further agree to conform to all existing and forthcoming enactments or laws governing fair employment practices, wages and employee benefits. In addition, the grantee agrees to comply with Senate Bill 160, the Criminal Background Check law.
12. No officer, trustee, employee, agent or representative of Ashtabula County Technical & Career Center or of Grantee, and no other public official of the governing body of the locality or localities where the Project is being carried out, or who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to the Agreement which affects his or her personal interest, or the interest of any corporations, partnership or association in which he or she is directly or indirectly interested, nor shall any such person have any personal or pecuniary interest, directly or indirectly, in the Agreement of any of the proceeds or grants issued pursuant to this Agreement.
13. At any time during normal business hours, Ashtabula County Technical & Career Center and/or State Agency, or any of their duly designated representatives, or the General Accounting Offices of the United States, or any of its designated representatives, may audit and/or examine the books, records, accounts, and reports, of the Grantee. Excerpts or transcriptions may be taken of such books, accounts, reports, including but not limited to records, contracts, invoices, materials, property, payrolls, records of personnel, condition of employment and other data relating to any or all matters covered by the Agreement or arising there from. In any event, an independent audit shall be conducted for each grant period in accordance with State Agency and Ashtabula County Technical & Career Center audit procedures. Receipt of such audit report by Ashtabula County Technical & Career Center is a condition of continuation funding.

14. It is mutually agreed that any property, real, personal, or mixed, tangible or intangible, or however acquired as a result of any federal or state dollars, in whole or in part, and used directly or indirectly in the operation of this Project or related federal, state, regional or local projects shall be subject to continuing inventory control by Grantee and public property management procedures during its existence, as authorized by federal and state constitutions, federal and state statutes, or by the rules and regulations of the respective agencies of each, touching and concerning the management of public property; such property shall be subject to continuing indefeasible equitable interest, right of title, vested in the initial funding source or agency, its successors or assigns.

15. This Agreement shall automatically terminate on the Termination Date, however, either of the parties shall have the right to terminate the Agreement in whole or in part, at any time prior to the Termination Date, by giving the other party sixty (60) days written notice of such desire to terminate. An independent audit (the "Audit") shall be conducted by a C.P.A. firm acceptable to Ashtabula County Technical & Career Center at the termination of the Grant, and as a condition for continuation of funding for future Program Periods. Upon termination of this Agreement, all finished and unfinished reports required to be prepared by Grantee shall, at the option and direction of Ashtabula County Technical & Career Center, be delivered to it. Grantee shall not be relieved of liability to Ashtabula County Technical & Career Center for damages or obligations sustained by it by virtue of any breach of this Agreement by Grantee as the result of the termination of this Agreement. Ashtabula County Technical & Career Center may, at its sole discretion at any time during the Program Period, withhold any payments due to Grantee hereunder for the purpose of insuring complete and timely satisfaction of Grantee's obligations hereunder, and to ensure sufficient funds are available to fulfill Grantee's obligation hereunder until such time as the exact amount due Ashtabula County Technical & Career Center from Grantee is determined and paid by Grantee.

16. The Audit will be performed by an independent outside auditor, at Grantee's sole cost and expense, and shall be performed in accordance with the General Accounting Office, circular A-133, "Audits or Institutions of Higher Education and Other Nonprofit Organizations" if applicable. If not applicable Grantee agrees to comply with the audit procedures established by the State Agency and Ashtabula County Technical & Career Center.

17. It is mutually agreed by the parties hereto that this Agreement may be modified, revised or amended only by a written Agreement signed by both Ashtabula County Technical & Career Center and Grantee. Such modification, revisions, or amendments shall be incorporated into this Agreement by reference and made a part hereof. Any amendments to laws, rules, or regulations cited in this Agreement will result in a correlative modification to this Agreement without the necessity of executing a written amendment.

18. Grantee agrees to comply with Ashtabula County Technical & Career Center and State Agency conditions of participation, service specifications and any documentation requirements for unit rate services.

19. At any time during normal business hours, Ashtabula County Technical & Career Center and/or State Agency, or designated representative may review provider records to determine compliance with conditions of participation and/or service requirements.

20. Grantee agrees to remit back to Ashtabula County Technical & Career Center any funds paid to Grantee by Ashtabula County Technical & Career Center due to noncompliance with conditions of participation and/or service specifications and for units not documented as delivered and received by a client.

21. Grantee is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the Grantee has the consumer's consent to do so.

22. Grantee agrees to comply with the criminal records check requirements under section 173.38 of the Ohio Revised Code and rule 173-9-01 of the Ohio Administrative Code.

23. Grantee agrees to comply with Executive Order 2010-09S Banning the Expenditure of Public Funds for Offshore Services.

24. Grantee agrees to return any funds received for providing services, if the provision of the services did not comply with the administrative code, the Ohio Revised Code, or any other law that regulates the grantee or the services provided.

25. Grantee agrees to store consumer records in a designated, locked storage space.

26. Grantee agrees to retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by Ashtabula County Technical & Career Center and State Agency and for auditing by the state auditor, the inspector general, duly- authorized law enforcement officials, and the agencies of the United States government for a minimum of three years. If a record is monitored or audited, the grantee shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years.

27. Ashtabula County Technical & Career Center may terminate this agreement without obligation if State Agency and/or Ashtabula County Technical & Career Center determine through the appeals process or through monitoring that his Agreement was entered into inappropriately.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

Board of Ashtabula County Commissioners

Signed by:

DocuSigned by:
 7200CA670E37D48...
 Kathryn Whittington

DocuSigned by:
 5E0154CBF4D7A440...
 Casey Kozlowski

Grants Authorized Signature
 8CC3D2025A6D44F...
 J. B. Burek

10/9/2024

Date

10/10/2024

Date

10/13/2024

Date

Signed by:

Ashtabula County Technical & Career Center

R. Scott Wludyga

Mr. Scott Wludyga, Superintendent
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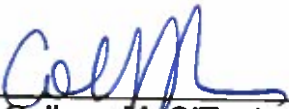
10/4/2024

Date

Signature Page

Agreement Title: ACTS, Board of Commissioners and A-Tech for the GRIT project

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 9/30, 2024

2024-CON-0196

Reviewed by: Christine Davis on September 26, 2024

