

RESOLUTION ACCEPTING THE GRANT AGREEMENT FROM 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, an application has been previously filed 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

WHEREAS, the Director of the Ohio Department of Transportation has now presented a grant award agreement for the approval of the Board, to-wit:

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

Subrecipient: Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Purpose: The purpose of this Agreement is to provide capital, operating, and/or planning financial assistance from US DOT and ODOT to the Subrecipient in accordance with 49 U.S.C. Sections 5305-5340 of the Federal Transit Laws as identified in Line 11 in the Contract Data Sheet for the Program.

Grant Period: January 1, 2022 to December 31, 2022

Funding: \$822,101.00 total, (\$405,062.00 Capital Maintenance and \$417,039.00 Operating Assistance)

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.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-469

December 28, 2021

RESOLUTION ACCEPTING THE GRANT AGREEMENT FROM 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

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



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

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

December 17, 2021

Kathryn Whittington, President, Board of Commissioners
Ashtabula County Board of Commissioners
25 W. Jefferson St.
Ashtabula, OH 44047

Dear Ms. Whittington,

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$822,101.00 has been awarded to the Ashtabula County Board of Commissioners. These funds originate from the Section 5311 Rural Transit Program and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from One Span to sign your 2022 contract electronically.

If you have any questions or require additional information, please contact Chris Craves at 614-644-8243 or christopher.craves@dot.ohio.gov.

Respectfully,

E-SIGNED by Charles Dyer
on 2021-12-20 14:47:00 GMT

Charles Dyer, Administrator
Office of Transit

Excellence in Government
ODOT is an Equal Opportunity Employer and Provider of Services



OHIO DEPARTMENT OF TRANSPORTATION

Section 5311 Rural Transit Program CY 2022 Grant Program Year Subaward Grant Agreement

Pass-Through Entity:

State of Ohio

Department of Transportation

Subrecipient:

Ashtabula County Board of Commissioners

ODOT Contract Number:

OH-2020-005

Federal Awarding Agency:

Federal Transit Administration

CFDA Program Number:

20.509

CFDA Program Name:

Formula Grants for Rural Areas

Contract Data Sheet

Data Field #	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	OH-2020-005
2	Subrecipient Name	Ashtabula County Board of Commissioners
3	Subrecipient's Unique Entity Identifier (DUNS #)	945008142
4	Subrecipient OAKS Vendor #	0000100779
5	Subrecipient OAKS ADDR CD #	027
6	Subrecipient Street Address 1	25 W. Jefferson St.
7	Subrecipient Street Address 2	
8	Subrecipient City, State, and ZIP Code	Ashtabula, OH, 44047
9	Subrecipient County	Ashtabula
10	Federal Award Identification Number (FAIN)	OH-2020-005
11	Title 49 U.S.C. Section #	5311
12	Federal Award Date of award to the recipient by the Federal agency	8/23/2021
13	Subaward Period of Performance Start Date	1/1/2022
14	Subaward Period of Performance End Date	12/31/2022
15	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$822,101.00
16	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$822,101.00
17	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$822,101.00
18	Federal Award Project Description	2022 Capitalized Maintenance, 2022 Operating Assistance
19	Name of Federal Awarding Agency	Federal Transit Administration
20	Name of Pass-Through Entity	Ohio Department of Transportation
21	Contact Information for Awarding Official of the Pass-Through Entity	Christopher P. Craves
22	CFDA Program Number	20.509
23	CFDA Program Name	Formula Grants for Rural Areas
24	ODOT Grant Program Name	Rural Transit Program
25	ODOT Grant Program Year	CY 2022
26	Identification of whether the award is R&D	NA
27	Indirect Cost Rate for the Federal award	NA
28	ODOT PID #	112310
29	Authorizing Official	Kathryn Whittington

Project Data Sheet

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code		
RPTM-0125-005-221	2022 Capitalized Maintenance	11.7A.00		
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$506,327.00	\$405,062.00	80%	\$101,265.00	20%
State Share \$	State Share %			
	0%			

Internal Use Only		
Federal Share SAC	Local Share SAC	State Job Number
4EA5	LNTP	618005

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code		
RPTF-4125-005-221	2022 Operating Assistance	30.09.01		
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$834,078.00	\$417,039.00	50%	\$417,039.00	50%
State Share \$	State Share %			
	0%			

Internal Use Only		
Federal Share SAC	Local Share SAC	State Job Number
4EA5	LNTP	618005

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STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Mail Stop 3110

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

ARTICLE 1

DEFINITIONS

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

Administrator: The Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

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

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

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

CFDA: the Catalog of Federal Domestic Assistance.

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

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

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

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

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

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

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

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

Criteria: The applicable Program Criteria, Application Instructions and Application for which the subrecipient is applying for in the Grant Program Year identified in the Contract Data Sheet. This includes the Rural Transit Program (Section 5311), Specialized Transportation Program (Section 5310), Bus and Bus Facilities Program (Section 5339), Urban Transit Program (Section 5307), and/or Metropolitan Planning Program (MPP) and the State Planning and Research Program (SPRP) (Section 5305).

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

DUNS: The Data Universal Numbering System

Eligible Applicant: an eligible recipient or subrecipient under section 5305, 5307, 5310, 5311, or 5339 of title 49, United States Code.

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Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital, Operating, Planning, or development of technical or financing plans for projects eligible under Chapter 53 of title 49, United States Code.

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

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

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

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

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

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5340.

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

FTA: the Federal Transit Administration of US DOT.

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

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

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

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

Milestone Date: Goal date(s) which are set by the Subrecipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of

project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

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

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

ODOT: the Ohio Department of Transportation.

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

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

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

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

Planning Expenses: the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including, but not limited to: transportation plans and programs, studies, peer reviews and exchanges, evaluation of previously financed projects; and plan, engineer, design, and evaluate a public transportation project.

Program: the ODOT-administered funding program identified in the ODOT Grant Program Name line in the Contract Data Sheet

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

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

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

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

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

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

Standard Assurances: the assurances enumerated in FTA Circular 9040.1, 9070.1, 5100.1, 9030.1, 8100.1, and 5010.1 as may be amended.

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

Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

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

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

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

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

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

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

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and/or planning financial assistance from US DOT and ODOT to the Subrecipient in accordance with 49 U.S.C. Sections 5305-5340 of the Federal Transit Laws as identified in Line 11 in the Contract Data Sheet for the Program.
- 1.2 The Federal Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital, operating, and/or planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.
- 1.3 The Subrecipient and each of its contractors agree to identify projects supported by FTA by attaching the appropriate emblems as the Federal Government may require.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Subrecipient shall apply all Capital Federal Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project Equipment, construction of Project facilities, and/or Projects that are eligible as capital costs (e.g.: mobility management) as defined by 49 U.S.C. 5302(3) listed on the Project Data Sheet.
- 2.2 Operating: The Subrecipient shall apply all Operating Federal Award funds provided under this Agreement to the Operating Expenses incurred in the provision of transportation service eligible under 49 U.S.C. Chapter 53 within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet. These expenses may not exceed 50% of the net project costs unless otherwise determined.
- 2.4 Planning: The Subrecipient shall apply all planning Federal Award funds provided under this Agreement to the Planning Expenses incurred during the period of performance as specified in the Contract Data Sheet.

SECTION 3: FEDERAL AWARD

- 3.1 Capital: ODOT agrees that the Capital Federal Award funds paid to the Subrecipient in accordance with this Agreement shall consist of a Federal share in

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an amount not to exceed the amount specified on the Project Data Sheet. These expenses may not exceed 80% of the net project costs unless otherwise determined.

- 3.2 The actual amount of Federal Award funds the Subrecipient will receive shall be determined on the basis of Invoices submitted to ODOT by Subrecipients of the Federal Transit Laws and of the Program but will be no greater than the Project Cost.
- 3.3 **The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for Federal Award funds through this Agreement.**
- 3.4 **Operating:** ODOT agrees that the operating Federal Award funds paid to the Subrecipient in accordance with this Agreement shall consist of a Federal share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 **Planning:** ODOT agrees that the planning Federal Award funds paid to the Subrecipient in accordance with this Agreement shall consist of a Federal share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet. These expenses may not exceed 80% of the net project costs unless otherwise determined.
- 3.5 The total amount of Federal Award funds the Subrecipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Program Criteria and Proposal Instructions.
- 3.6 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.5 and shall be required to pay only such amount as it may determine available.
- 3.7 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payment of Federal Award funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.
- 3.8 ODOT reserves the right to make partial payments on any Grant Agreement when

necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

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

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Subrecipient and all third-party Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems, Transit Service, and all other Program subrecipient types. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference. The Subrecipient and all third-party Project Contractors shall promptly notify ODOT and the FTA Regional Counsel if a current or prospective legal matter that may affect ODOT or the Federal Government emerges. Each third-party Project Contractor shall also include this provision in its subagreements that are considered a “covered transaction” according to 2 C.F.R. §§ 180.22 and 1200.220.
- 5.2 The Subrecipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Subrecipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Subrecipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

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- 5.4 Subrecipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.
- 5.5 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Subrecipient agrees that it will not use any funds for Lobbying, 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

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

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

- 6.1 The Subrecipient affirms to have read and understands State of Ohio Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement. The Executive Order is provided as an attachment and also is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)
- 6.2 The Subrecipient agrees to complete the attached Exhibit II, Affirmation and Disclosure Form to abide with Executive Order 2019-12D, which is incorporated and becomes a part of this Agreement, affirming no services of the Subrecipient or its subcontractors under this Agreement will be performed outside the United States. During the performance of this Agreement, the Subrecipient must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Subrecipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request or in accordance with the requirements of the Manual.
- 7.2 The Subrecipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT Programs;
 - (b) Submit Progress Reports for DBE, as required by ODOT and US DOT;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;
 - (d) Provide copies of all procurement related documentation for all capital items and/or services;
 - (e) Submit vehicle monitoring reports semi-annually until formally disposed from the program; and
 - (f) Provide and update annually the Subrecipient's and Contractor's DUNS

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- 7.3 The Subrecipient shall establish and maintain accounts for the Projects in conformance with the financial management requirements of the applicable Program Manual and 2 C.F.R. 200.302 *Financial management*. Each operating/capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R. 200.333 *Retention requirements for records*. The Subrecipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Subrecipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

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

Use, Management requirements, and Dispositions sections in 2 C.F.R. 200.313 *Equipment*.

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

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

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

SECTION 10: REQUIRED INSURANCE COVERAGE

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

the Project Equipment and/or Real Property in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: RECAPTURE OF FUNDS

- 11.1 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FTA, the Subrecipient shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FTA an amount equal to the total sum of Federal dollars it had received for the PROJECT.

SECTION 12: SEVERABILITY

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

SECTION 13: INDEPENDENCE OF SUBRECIPIENT

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

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY SUBRECIPIENT

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

SECTION 15: ASSIGNMENT OF AGREEMENT

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

SECTION 16: CONTRACTS OF THE SUBRECIPIENT

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

SECTION 17: INDEMNIFICATION

- 17.1 Each party hereto shall be responsible for liability associated with that party's own errors, actions or failures to act.

SECTION 18: CONTRACT DISPUTE RESOLUTION

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

SECTION 19: DEFAULT

- 19.1 Neglect or failure of the Subrecipient to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the Subrecipient or failure of any representation made to ODOT in connection with any Agreement by the Subrecipient to be true shall be an event of default, provided that if by reason of force majeure the Subrecipient is unable in whole or in part to carry out its covenants contained herein, the Subrecipient shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their

departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; natural disasters; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause not reasonably in the control of the Subrecipient. The Subrecipient shall however, remedy with all reasonable dispatch each cause preventing the Subrecipient from carrying out its covenants contained herein.

- 19.2 Whenever an event of default has occurred, ODOT may (a) direct the Subrecipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Subrecipient to return to ODOT the percentage of the Federal share and State share of the remaining Fair Market Value, if any, which is realized from the Subrecipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Subrecipient of all or any portion of the Federal Award funds for any period of time that the Subrecipient has been in default.
- 19.3 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.
- 19.4 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Subrecipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 20: PROGRAM CRITERIA

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

SECTION 21: CAPTIONS

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

SECTION 22: OFFER: EFFECTIVE DATE; TERMINATION

- 22.1 When transmitted by ODOT to the Subrecipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Subrecipient within *thirty* (30) days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Subrecipient. After execution this Agreement shall become effective upon the subaward period of performance start date stated in the Contract Data Sheet.

- 22.2 ODOT hereby reserves the right to terminate the Projects and cancel this Agreement if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Federal Award funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 22.3 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the Subrecipient shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 22.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

SECTION 23: FEDERAL ENVIRONMENTAL COMPLIANCE

- 23.1 If applicable, Subrecipient shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 7401-7671(q)), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251-1388), and implementing regulations, in the facilities which are involved in the Project for which Federal assistance is given. The Subrecipient shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the EPA's List of Violating Facilities. Contracts, subcontracts, and subgrants or amounts in excess of \$150,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Section 7606), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R.). The Subrecipient shall be responsible for reporting any violations to ODOT, FTA, and the appropriate Environmental Protection Agency Regional Office.
- 23.2 If applicable, no facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Subrecipient obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal and State standards.

Revision Date: August 5, 2021

SECTION 24: DRUG-FREE WORK PLACE

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

SECTION 25: NONDISCRIMINATION

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- 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)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 ff.)

SECTION 26: EQUAL EMPLOYMENT OPPORTUNITY

- 26.1 In carrying out this agreement, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Subrecipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Subrecipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.

- 26.2 Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. Subrecipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 26.3 Subrecipient agrees to ensure that disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.
- 26.4 Subrecipient, each third-party contractor, and each third party subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.
- 26.5 The Subrecipient, each third-party contractor, and each third-party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT and FTA assisted subagreements, third party contracts, and third-party subcontracts.
- 26.6 Failure by the Subrecipient and any of its third-party contractors or third-party subcontractors to carry out the requirements of this section is a default by the Subrecipient pursuant to Section 19 of this Agreement.
- 26.7 In addition to the remedies listed in Section 19 of this Agreement, together with all other remedies permitted by this Agreement, additional remedies for defaults assessed pursuant to Sections 26.3-26.6 shall include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and disqualifying the Subrecipient, third-party contractor, or third-party subcontractor from future bidding as non-responsive.

SECTION 27: GOVERNING LAWS

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

SECTION 28: FINDINGS FOR RECOVERY

28.1 Subrecipient affirmatively represents to ODOT that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

SECTION 29: QUALIFICATIONS TO DO BUSINESS

29.1 Subrecipient affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Subrecipient, for any reason, becomes disqualified from conducting business in the State of Ohio, Subrecipient will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

SECTION 30: REPAYMENT

30.1 If the representations and warranties in Sections 26 or 27 are found to be false, this Agreement is void *ab initio* and Subrecipient shall immediately repay to ODOT any funds paid under this Agreement.

SECTION 31: DEBARMENT

31.1 Subrecipient represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

SECTION 32: WAIVER

32.1 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any

subsequent act in breach of or in default hereunder.

SECTION 33: NOTICE

33.1 Notice under this Agreement shall be directed as follows:

IF TO SUBRECIPIENT:

Ashtabula County Board of Commissioners
25 W. Jefferson St.,
Ashtabula, OH 44047

IF TO ODOT:

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

SECTION 34: MODIFICATIONS

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

SECTION 35: SIGNATURES

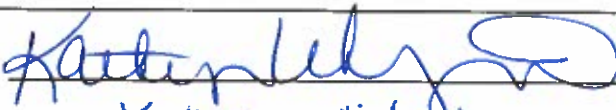
35.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

35.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.


35.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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SUBRECIPIENT

By: 
Print Name: Kathryn Whittington
Title: President
Date: 12-28-21

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By:  E-SIGNED by Tim McDonald
on 2021-12-20 12:56:59 GMT
Jack Marchbanks, Ph.D, Director
Date: 2021-12-20 12:56:59 UTC

CERTIFICATE OF SUBRECIPIENT'S ATTORNEY

I, _____ acting as attorney for the Subrecipient, do hereby certify that I have examined this Agreement and the proceedings taken by the Subrecipient related thereto, and find that the acceptance of ODOT's offer by the Subrecipient has been duly authorized by the Subrecipient's action dated _____ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Subrecipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: _____
Title: _____
Date: _____