RESOLUTION NUMBER 196-12

The Board of County Commissioners of Clermont County, Ohio, met in Regular Session on the 19th day of December, 2012, at the office of said Board with the following members present:

Robert L. Proud, President
Edwin H. Humphrey, Vice President
David H. Uible, Member

Mr(s). Uible moved for the adoption of the following Resolution:

RESOLUTION APPROVING EXECUTION OF GRANT ASSISTANCE CONTRACT BETWEEN THE BOARD OF CLERMONT COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF TRANSPORTATION IN REGARD TO THE OHIO PUBLIC TRANSPORTATION GRANT PROGRAM

WHEREAS, The Board of Clermont County Commissioners on behalf of the Clermont Transportation Connection desires to accept grant funds to provide financial assistance to the County and to enter into contract number UPT-0013-089-131 with the Ohio Department of Transportation; and

WHEREAS, the purpose of this grant is to provide financial assistance for the operation of the Clermont Transportation Connection for the benefit of the citizens of Clermont County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clermont County, Ohio with at least two-thirds of its members thereto concurring as follows:

SECTION I

The Board hereby approves the award of such funds and the conditions of the grant and authorizes the President of the Board of County Commissioners, or in his absence, any other member of the Board of County Commissioners to execute Contract Number UPT-0013-089-131 for Grant Number OH-95-X089, and further, authorizes the Director of the Clermont Transportation Connection to execute all related and supporting documentation therefore in a timely manner.

SECTION II

The Director of Clermont Transportation Connection is hereby authorized and instructed to perform the grant contract and to follow and insure compliance with all terms and commitments to be performed on behalf of the County in accordance with its terms.

SECTION III

That the Board of County Commissioners hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Mr(s). Humphrey seconded the motion and on roll call, the vote resulted as follows:

Mr. Proud Yea

Mr. Humphrey Aye

Mr. Uible Yes

This Resolution was duly passed on the 19th day of December 2012.

ATTEST:

Judith Kocica

Judith Kocica, Clerk
Board of County Commissioners

This Resolution was prepared and approved as to form by the office of the Prosecuting Attorney of Clermont County, Ohio
By:

David Frey
Assistant Prosecuting Attorney

Date: 12/11/12

OHIO DEPARTMENT OF TRANSPORTATION

COLUMBUS, OHIO 43223

URBAN TRANSIT PROGRAM

2013 GRANT CONTRACT

BETWEEN THE

BOARD OF CLERMONT COUNTY COMMISSIONERS

AND THE

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

GRANT NO(S): OH-95-X089

CONTRACT NO(S): UPT-0013-089-131

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. Broad St., Columbus, Ohio 43223

GRANT NO(S). OH-95-X089
CONTRACT NO(S). UPT-0013-089-131

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

ARTICLE I
DEFINITIONS

The following words and terms as used herein will have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of the Office of Transit.

Calendar Year (CY): 2013.

Certification of Data: the Applicant's annual submission of statistical and financial information which ODOT uses as a basis for allocations of Grant Funds.

Contract: this signed agreement between ODOT and the Grantee.

Criteria: the Urban Transit Program (UTP) Criteria as authorized by Section 5501.07 (A) of the Ohio Revised Code and as revised from time to time.

Demand-Responsive: a door-to-door or point-to-point transportation service characterized by flexible routes and schedules designed to accommodate user demand.

Deputy Director: the Deputy Director of the Division of Planning.

Director: the Director of ODOT.

Fiscal Year (FY): the State of Ohio fiscal year, July 1 through June 30.

Fixed-Route: a transportation service where vehicles follow a fixed and predetermined time schedule and route with designated stops.

Grantee: the Board of Clermont County Commissioners.

O.M.B.: the United States Office of Management and Budget.

O.R.C.: Ohio Revised Code.

Programs: a grant program authorized by Section 5501.07 of the Ohio Revised Code.

Project(s): the project funded by this contract, identified as CONTRACT NO(S): UPT-0013-089-131.

Project Contractor: an independent supplier of Public Transit Service, whether public, private or private nonprofit.

Public Transit Service: the portion of service provided which is eligible for grant funds and for which a fare is charged. It must be operated primarily for 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 the Grantee receive funds through the Urban Area Formula Program.

Public Transportation System: a public 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.

Service Area: a geographic area which includes the municipality or municipalities in which Transit Service is provided.

Urban Area Formula Program: sections of the Federal Public Transportation Act of 2005 which authorize operating, planning and capital assistance for the provision of Public Transit Service.

Urbanized Area: an "urbanized area" as designated by the U.S. Bureau of the Census with a population in excess of 50,000 people.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to provide capital financial assistance from ODOT to the Grantee in accordance with the Criteria.

SECTION 2. SCOPE AND COST OF PROJECT: The Grant Funds obtained through this Contract will be applied toward the eligible Project Costs incurred for the provision of public transportation service within Clermont County and parts of Hamilton County and the City of Cincinnati.

The Project Cost(s) for purposes of this Contract will be as follows:

Total Project Cost	Net Project Cost	Federal Share	State Share
$700,000	$700,000	$560,000	$122,574

TOTAL STATE FUNDS AWARDED: $122,574

The Project Description(s) for purposes of this Contract will be as follows:

11.12.04 4 Replacement < 30-Ft Buses
30.80.01 Biodiesel Fuel

SECTION 3. GRANT AMOUNT AND ODOT OBLIGATION: ODOT agrees to provide Grant Funds to the Grantee for the Projects listed above in the amount of One Hundred Twenty-Two Thousand, Five Hundred Seventy-Four Dollars ($122,574). Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at anytime before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and will be required to pay only such amount as it may determine. Payment of Grant Funds is subject to an appropriation and certification in accordance with requirements by O.R.C. Section 126.07.

SECTION 4. MILESTONE DATES: Milestone dates submitted in the Grantees application will be used to monitor project progress. Grantees not meeting milestone dates risk the withdrawal of Grant funds.

SECTION 5. METHOD OF PAYMENT TO GRANTEE:

Capital: ODOT will issue a payment upon receipt of a complete Capital Reimbursement Invoice. Capital Invoices must be submitted as costs are incurred. Vendor invoices must be included with the Capital Reimbursement Invoice to support the reported costs. All project billing must be completed as specified in the program criteria. A fully executed contract must be returned to ODOT before any payments are issued.

Operating: Immediately upon receipt of a fully executed contract, ODOT will issue the first payment. ODOT will issue a second payment upon receipt and reconciliation of a complete combined first and second quarter's Operating Reimbursement Invoice. ODOT will issue a third payment upon receipt and reconciliation of a complete third quarter's Operating Reimbursement Invoice. ODOT will issue a fourth payment upon receipt and reconciliation of a complete fourth quarter's Operating Reimbursement Invoice. Final payment will be made upon receipt and reconciliation of a complete final Operating Reimbursement Invoice and final audit. All Operating Reimbursement Invoices must be received by May 30, 2014. If a final Operating Invoice is not received by May 30, 2014, the fourth quarter's Operating Reimbursement Invoice will be considered the final invoice and no further payments will be made. A fully executed contract must be returned to ODOT before any payments are issued.

SECTION 6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee shall fully comply with all federal, state and local laws, rules, regulations, executive orders, and other legal requirements as they apply to public transportation and this contract. Upon notice to the Grantee from ODOT the Grantee will be required in accordance with terms of this notice to comply with any changes in FTA drug and alcohol regulations and policies regarding bus drivers and other transit personnel in safety sensitive positions.

Ohio Ethics Law: Contractor 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.

Banning the Expenditure of Public Funds on Offshore Services: The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (http://governor.ohio.gov/ExecutiveOrders.aspx).

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

Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages: If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of [insert percent here] of the value of the Contract.

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

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

Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation: The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7. OHIO ELECTIONS LAW : Contractor affirms that, as applicable to it, no party listed in 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 his campaign committees.

SECTION 8. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

SECTION 9. REQUIRED INFORMATION AND DOCUMENTATION: The Grantee will submit copies of all documents relating to this contract, including financial reports, to the Administrator on a continuing basis.

The Grantee shall provide documentation to ODOT to establish that the cognizant metropolitan planning organization has certified that a comprehensive integrated regional transportation plan has been developed for the Grantee's geographical area. The Project will be both consistent with, and justified by, said plan.

The Grantee shall submit to ODOT a copy of its:

a) National Transit Database report, the same day said report is submitted to US DOT or April 30th, whichever comes first;

b) Certification of Data report by ODOT established due date;

c) Public Transportation Management System (PTMS) update by ODOT established due date, and an Audit, not later than sixty days after its completion;

d) Quarterly Progress Report (QPR), not later than the 15th of the month after the end of each quarter for capital projects; and

e) Traffic Monitoring System/Transit data report by established due date, where required.

The Grantee shall submit all other information as requested by ODOT or its agents.

SECTION 10. PROJECT ADMINISTRATION: An Audit shall be performed on each project in accordance with U.S. DOT audit requirements. The audit shall account for all Project costs originally budgeted in SECTION 2 of this contract.

If the Audit reveals an overpayment of Grant Funds, and ODOT requests return of the overpayment, the Grantee shall return the overpayment to ODOT not later than forty-five days after completion of the audit.

The Grantee shall notify ODOT if the Grantee is requested to refund a portion of the US DOT Grant funds for any reason.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations and facilities of the Grantee and of all Project Contractors pertaining to the Project.

When a Grantee receives grant funds to be distributed to two or more Project Contractors, the Grantee shall distribute the grant funds on the basis of the grant formula provided in the Criteria unless prior written approval is obtained from the Administrator to allocate the Grant Funds by a different formula.

SECTION 11. UNRESOLVED RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with grant funds, to a person

whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 12. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Contract.

SECTION 13. DEFAULT: Default in connection with this contract or any other Grant Contract entered into by ODOT and the Grantee, whether or not payment of Grant Funds has been fully or partially made, may result in ODOT at its option declining to make any further payments to the grantee and requiring reimbursement from the Grantee of all funds received under this contract or such other action as ODOT at its option shall take.

Whenever any event of default has occurred, ODOT may: decline to make any further payments under this Contract to the Grantee, and require reimbursement from the Grantee of all or any portion of the Grant Funds for any period of time that the Grantee has been in default.

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 Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee 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 often as may be deemed expedient by ODOT.

SECTION 14. DRUG-FREE WORKPLACE: The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Grantee shall make a good faith effort to ensure that all employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION 15. NO ADDITIONAL WAIVER IMPLIED: If any term, provisions or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 16. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court having the requisite jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 17. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a municipal corporation, a county or a county transit board, regional transit authority or regional transit commission, established pursuant to Chapter 306 of the Ohio Revised Code, and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

The Grantee hereby restates and confirms the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's application for grant funds issued pursuant to this contract.

The Grantee hereby represents and warrants that the amount shown in SECTION 2 of this Contract as the Net Project Cost and the Eligible Operating Expenses are the Net Project Cost and Eligible Operating Expenses, respectively.

SECTION 18. PROGRAM CRITERIA: the current Criteria for the Urban Transit Program as determined by ODOT are incorporated into this grant agreement in its entirety, and ODOT shall determine the applicability of particular criteria and definitions to this contract.

SECTION 19. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Deputy Director at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

FOR THE GRANTEE

By: Robert L. Proud

Print Name: Robert L. Proud

Title: President

Date: December 19, 2012

APPROVED AS TO FORM:
DONALD W. WHITE, PROSECUTOR
CLERMONT COUNTY, OHIO

BY: [illegible] 12/11/12
ASST. PROSECUTOR DATE

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

By: Jerry Wray/pr
Jerry Wray, Director

Date: 11/28/12

URBAN TRANSIT PROGRAM

State Capital Reimbursement

Invoice 5307/5309

Grantee: Clermont County Commissioners

Project No.: UPT-0013-089-131

Federal Grant: OH-95-X089

ODOT Invoice Sequence Number: ☐

(Each project begins with Sequence Number 1)

Date Submitted: ☐

Interim ☐ *Y/N* *Final* ☐ *Y/N*

Period Covered From: _____ To: _____

(ADA and Capitalized Maintenance Only)

Items approved on Grant:

FTA Code and Description			Quantity	Total	Federal	State	St Part	Local	Complete Y/N
11.12.04	4	<30 Ft. Bus Replacement < 30-Foot Buses	4	$300,000	$240,000	$60,000	80%	$0	☐
30.80.01	1	CMAQ Operating Biodiesel Fuel	1	$400,000	$320,000	$62,574	80%	$17,426	☐

Project Total: $122,574

Add lines below as necessary

Capital Costs (Costs on this page are not cumulative). Billed items must be included on above list!

#	FTA Code	Description	Quantity	Total Cost Incurred	Reimbursement Requested
1					
2					
3					
4					
5					
6					

Total Reimbursement Requested $ _____

Total State capital reimbursement requested to date (as of last invoice) $ _____

Total State capital requested to date including this invoice (Line 7 + Line 8) $ _____

Balance of State Project (Project Total Amount - Line 9) $ _____

I hereby certify that the above information is correct to the best of my knowledge.

_____ _____

Signature of Authorized Official *Date*

For questions on invoice, please contact: _____ *at* _____

Please sign below only after all items listed in grant have been purchased.

All items in this grant and listed above have been purchased. No contract amendment will be submitted and close-out procedures may be started.

_____ _____ _____

Signature of Authorized Official *Date* *Phone Number*

URBAN TRANSIT PROGRAM

Quarterly Progress Report

Report Name: QPR - Init/St/Project PLUS

Grantee: **Clermont County Commissioners**

Project: **UPT-0013-089-131** Today's Date _____

FTA Code and Description	11.12.04	**Qty**	<30 Ft. Bus Replacement < 30-Foot Buses
Total Cost	$300,000	4	
Federal Share	$240,000	Fed %	80%
State Share	$60,000	State %	######

Line item must be awarded no later than one year after contract excuted by grantee:

ALL PROJECTS

RFP/IFB Advertised _____ ☐ Term Contract

Contract awarded

Amount to Vendor $0

Contract awarded to:

Line Item Complete

BUSES ONLY

First Bus Delivered

Last Bus Delivered

FOR CONSTRUCTION PROJECTS **Original Est. Date**

FTA Environmental Clearance _____

Design 30% Complete _____

Design 60% Complete _____

Design 90% Complete _____

Property Acquisition _____

Property/Utilities Clearance _____

This form must be reviewed, signed and returned with contract!

Contact Person Lisa Gatwood **Phone Number** 513-732-7577 **Ext** ____

URBAN TRANSIT PROGRAM

Quarterly Progress Report

Report Name: QPR - Init/St/Project PLUS

Grantee: **Clermont County Commissioners**

Project: **UPT-0013-089-131** Today's Date _____

FTA Code and Description	30.80.01	**Qty**	CMAQ Operating Biodiesel Fuel
Total Cost	$400,000	1	
Federal Share	$320,000	Fed %	80%
State Share	$62,574	State %	######

Line item must be awarded no later than one year after contract excuted by grantee:

ALL PROJECTS

RFP/IFB Advertised _____ ☐ Term Contract

Contract awarded

Amount to Vendor $0

Contract awarded to:

Line Item Complete

BUSES ONLY

First Bus Delivered

Last Bus Delivered

FOR CONSTRUCTION PROJECTS **Original Est. Date**

FTA Environmental Clearance _____

Design 30% Complete _____

Design 60% Complete _____

Design 90% Complete _____

Property Acquisition _____

Property/Utilities Clearance _____

This form must be reviewed, signed and returned with contract!

Contact Person Lisa Gatewood **Phone Number** 513-732-7577 **Ext** ____