



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 6
400 E. William St., Delaware, OH 43015
740-833-8000
transportation.ohio.gov

August 18, 2021

Katherine Swidarski
Columbus Public Health Department
240 Parsons Avenue
Columbus, Ohio 43215

RE: EXECUTED FUNDING AGREEMENT PID 115490

Dear Ms. Swidarski:

Congratulations! Federal authorization has been obtained, and you may proceed with the project as identified in your Scope of Services for the non-infrastructure Safe Routes to School (SRTS) program PID 115490.

I have attached a copy of the funding agreement for your records. The agreement states that ODOT will provide 100% funding up to \$32,950.00 for your SRTS project.

As a reminder, it is important that all expenses be within the specifications of the scope and accompanied by corresponding receipts when submitted for reimbursement.

You may contact me via email as need at Edie.Parker@dot.ohio.gov. You may also contact me at 740.833.8032 with any questions you may have.

Regards,

A handwritten signature in blue ink that reads "Edie M. Parker".

Edie M. Parker
Safe Routes to School Program Manager

SAFE ROUTES TO SCHOOLS NON-INFRASTRUCTURE PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Columbus, Public Health Department, hereinafter referred to as the GRANTEE, 240 Parsons Avenue, Columbus, Ohio 43215.

1. PURPOSE

- 1.1 The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) establishes the Safe Routes to School Program and provides federal funding to be used, in part, for non-infrastructure-related activities to encourage walking and bicycling to school. Funds apportioned to Ohio are administered by ODOT to provide financial assistance to state, local, and regional agencies, including nonprofit organizations that demonstrate an ability to meet program requirements.
- 1.2 Section 5501.03 (A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities with other appropriate authorities, and enter into contracts with such authorities to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 Federal funding is provided to the GRANTEE for *Safe Routes to School Non-Infrastructure Project*, hereinafter referred to as the PROJECT.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law 109-59 SEC. 1404. SAFE ROUTES TO SCHOOL PROGRAM;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA); and
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2.2 The GRANTEE shall comply with all applicable Federal and state laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT is estimated to be \$32,950.00 ODOT shall provide to the GRANTEE 100-percent of the eligible costs, up to a maximum of \$32,950.00. in Federal funds.

This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.

- 3.2 The GRANTEE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns.
- 3.3 The Agreement operates on a reimbursement basis only. The costs must first be incurred by the GRANTEE. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and to be eligible, allowable, allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.4 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT.
- 3.5 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the GRANTEE with a clear statement regarding any specific cost in eligibility or inform the GRANTEE of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the GRANTEE shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 Payment or reimbursement to the GRANTEE shall be submitted to:

City of Columbus, Public Health
240 Parsons Avenue
Columbus, Ohio 43215

4. **PROJECT DEVELOPMENT**

- 4.1 The GRANTEE and ODOT agree that the GRANTEE is qualified to administer this PROJECT and is in full compliance with all GRANTEE participation requirements.
- 4.2 The GRANTEE and ODOT agree that the GRANTEE has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 ODOT reserves the right to move this PROJECT into a future sale year if the GRANTEE does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4. **TERMINATION PROVISIONS**

- 4.1 This Agreement commences on the date of the last signature hereto.
- 4.2 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 GRANTEE 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.

4.3 In the event of termination, the GRANTEE 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 GRANTEE 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 GRANTEE shall be returned to ODOT.

4.4 If in the event that any dispute arises between ODOT and the GRANTEE concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

5. DEFAULT

5.1 Neglect or failure of the GRANTEE to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the GRANTEE or failure of any representation made to ODOT in connection with any Grant Agreement by the GRANTEE to be true shall be an event of default, provided that if by reason of force majeure the GRANTEE is unable in whole or in part to carry out its covenants contained herein, the GRANTEE 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 GRANTEE. The GRANTEE shall however, remedy with all reasonable dispatch each cause preventing the GRANTEE from carrying out its covenants contained herein.

5.2 No remedy herein conferred upon or reversed 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 as law or in equity.

5.3 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.

6. CERTIFICATION AND RECAPTURE OF FUNDS

6.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

6.2 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 FHWA, the GRANTEE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT.

7. FEDERAL COMPLIANCE

7.1 The GRANTEE shall fully comply with all federal, state, and local laws, regulations, executive orders, and other legal requirements as they apply to the performance of this Agreement.

7.2 All limits or standards set forth in this Agreement are minimum requirements. If there is a conflict among federal, state, or local requirements, the GRANTEE shall inform ODOT in writing so that a resolution may be arranged, if possible.

- (a) In connection with the carrying out of the Project, the GRANTEE will 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), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- (b) The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).
- (c) The GRANTEE shall insert the foregoing provision, modified only to show the particular contractual relationship, in all of its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- (d) The GRANTEE agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. The GRANTEE shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the GRANTEE's compliance with Title VI.
- (e) *Compliance with Regulations:* The GRANTEE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (f) *Non-discrimination:* The GRANTEE, 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 consultants or sub-grantees, including procurements of materials and leases of equipment.
- (g) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding, or negotiation made by the GRANTEE 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 GRANTEE of the GRANTEE'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.
- (h) *Information and Reports:* The GRANTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a grantee is in the exclusive possession of another who fails or refuses to furnish this information, the GRANTEE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (i) **Sanctions for Noncompliance:** In the event of a GRANTEE's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the GRANTEE under the Agreement until the GRANTEE complies; and/or
 - b. Cancelling, terminating or suspending the Agreement in whole or in part.
- (j) **Incorporation of Provisions:** The GRANTEE will include the provisions of paragraphs 7.2 (a) through (i) in every contract or sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The GRANTEE will take action with respect to any contract or sub-agreement or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the GRANTEE becomes involved in, or is threatened with litigation by a contractor or subcontractor, or supplier because of such direction, the GRANTEE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the GRANTEE may request the United States to enter into the litigation to protect the interests of the United States.
- (k) During the performance of this Agreement, the GRANTEE, for itself, its assignees and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- 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.)

- 7.3 ***Equal Employment Opportunity:*** If, as a condition of assistance, the GRANTEE has submitted, and the federal government has approved, an equal employment opportunity program that the GRANTEE agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation; and failure to carry out the terms of that equal employment opportunity program shall be treated as violation of this Agreement. Upon notification to the GRANTEE of its failure to carry out the approved program, US DOT will impose such remedies as it may deem appropriate which remedies may include termination of this Agreement.
- 7.4 GRANTEE shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 1857 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 *et seq.*), and implementing regulations, in the facilities which are involved in the Project for which Federal assistance is given. The GRANTEE 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 1857(h)), 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. Part 15). The GRANTEE shall be responsible for reporting any violations to FHWA and to the EPA Assistant Administrator for Enforcement.
- 7.5 No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the GRANTEE obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal and State standards.
- 7.6 ***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.*). GRANTEE 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.

- 7.7 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the GRANTEE. Accordingly, the GRANTEE must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's GRANTEE sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the GRANTEE subrecipient. The GRANTEE is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those GRANTEE project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the GRANTEE.

The GRANTEE must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. GRANTEEs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the GRANTEE may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the GRANTEE may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

8. GENERAL PROVISIONS

- 8.1 **Ohio Ethics Law:** GRANTEE 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.
- 8.2 **Ohio Election Law:** GRANTEE 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 his campaign committees.
- 8.3 If any term, provision or condition contained in this Agreement 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.
- 8.4 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.

- 8.5 In no event shall the GRANTEE or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or US DOT.
- 8.6 ODOT shall not be subject to any obligations or liabilities of the GRANTEE or its subcontractors or any other person not a party to this Agreement in connection with the performance of this Project without their express, written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
- 8.7 GRANTEE agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, or the State and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.
- 8.8 *Assignment:* GRANTEE shall not assign or subcontract, in whole or in part, or otherwise dispose of this Agreement without the prior written consent of ODOT and such written consent shall not release the GRANTEE from any obligations of this Agreement.
- 8.9 *Indemnify and Hold Harmless:* Each party hereto shall be responsible for liability associated with that party's own errors, actions or failures to act.
- 8.10 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between ODOT and the GRANTEE. If no agreement can be reached, the dispute will be referred for resolution to the Director.
- 8.11 GRANTEE shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify ODOT of any current or prospective litigation pertaining to any such third party contract.
- 8.12 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 of any part hereof and shall not be considered in any construction hereof.
- 8.13 *Drug-Free Workplace:* GRANTEE agrees to comply with all applicable state and federal law regarding a drug-free workplace. GRANTEE 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.
- 8.14 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the GRANTEE 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 GRANTEE 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://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. 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.

8.15 **Governing Law.** 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 laws 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 GRANTEE 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.

8.16 Notice under this Agreement shall be directed as follows:

If to the GRANTEE:

If to ODOT:

Dr. Mysheika Roberts, Health Commissioner	Jack Marchbanks, Director
City of Columbus, Public Health	Ohio Department of Transportation
240 Parsons Avenue	1980 W. Broad St
Columbus, Ohio 43215	Columbus, OH 43223

8.17 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 GRANTEE.

8.18 **Recovery of GRANTEE's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:**

To be eligible to recover any costs associated with the GRANTEE's internal labor forces allocable to this PROJECT, the GRANTEE shall make an appropriate selection below: [GRANTEE official must initial the option selected.]

1. No cost recovery of GRANTEE's project direct labor, fringe benefits, or overhead costs.
 - (A) The GRANTEE **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
 - (B) The GRANTEE **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
 - (C) The GRANTEE **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the GRANTEE's pre-established accounting practices and procedures.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The GRANTEE currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The GRANTEE *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the GRANTEE's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The GRANTEE currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The GRANTEE currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the GRANTEE's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the GRANTEE's ODOT approved Indirect Cost Rate.⁴

- (A) The GRANTEE currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The GRANTEE currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the GRANTEE currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the GRANTEE must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT GRANTEE Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the GRANTEE elects

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the GRANTEE subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, GRANTEES are required to maintain Federally-compliant time-tracking systems. Accordingly, GRANTEES are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before a GRANTEE is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the GRANTEE's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the GRANTEE's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the GRANTEE's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

to recover fringe and/or indirect costs, the GRANTEE shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 8.19 If the GRANTEE decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 7.17 above to reflect the indirect cost recovery option utilized by the GRANTEE on the PROJECT.

9. WORKERS' COMPENSATION

- 9.1 GRANTEE shall provide its own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the GRANTEE, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

10. STATE AUDIT FINDINGS

- 10.1 GRANTEE 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. GRANTEE 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.

11. QUALIFICATIONS TO DO BUSINESS

- 11.1 GRANTEE 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 GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

12. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

- 12.1 The GRANTEE 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 GRANTEE 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.
- 12.2 The GRANTEE 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 GRANTEE or its subcontractors under this Agreement will be performed outside the United States. During the performance of this Agreement, the GRANTEE 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.

13. REPAYMENT

- 13.1 If the representations and warranties in Paragraphs 10 or 11 are found to be false, this Agreement is void *ab initio* and GRANTEE shall immediately repay to ODOT any funds paid under this Agreement.

14. WAIVER

14.1 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.

15. DEBARMENT


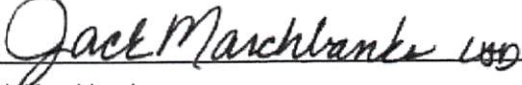
15.1 GRANTEE represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

16. SIGNATURES

16.1 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.

16.2 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 signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

GRANTEE: City of Columbus, Public Health	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By: 
Dr. Mysheika Roberts Health Commissioner	Jack Marchbanks Director
Date: 7/28/2021	Date: 8/4/2021

**EXHIBIT II
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

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

1. Principal location of business of Contractor:

See Attached List

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Safe Routes to School Columbus

List of 15 Focus Schools & Addresses

Avondale Elementary School
141 Hawkes Avenue
Columbus, OH 43222

Champion Middle School
284 N. 22nd Street
Columbus, OH 43203

Eakin Elementary School
3774 Eakin Road
Columbus, OH 43204

East Columbus Elementary School
3100 E. 7th Avenue
Columbus, OH 43219

Fairmoor Elementary School
3281 Mayfair Park Place
Columbus, OH 43213

Hamilton STEM Academy
2047 Hamilton Avenue
Columbus, OH 43211

Highland Elementary School
40 S. Highland Avenue
Columbus, OH 43204

Lincoln Park Elementary School
579 E. Markison Avenue
Columbus, OH 43207

Livingston Elementary School
825 E. Livingston Avenue
Columbus, OH 43205

Ohio Avenue Elementary School
505 S. Ohio Avenue
Columbus, OH 43205

Starling K-8
145 S. Central Avenue
Columbus, OH 43222

Sullivant Elementary School
791 Griggs Avenue
Columbus, OH 43223

Trevitt Elementary School
519 Trevitt Street
Columbus, OH 43203

Weinland Park Elementary School
211 E. 7th Avenue
Columbus, OH 43201

Windsor STEM Academy
1219 E. 12th Avenue
Columbus OH 43211