

## ORDINANCE NO. 20-153

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STARK AREA REGIONAL TRANSIT AUTHORITY (SARTA) FOR FINANCIAL ASSISTANCE FOR THE EZFARE MOBILE TICKETING VALIDATOR PROJECT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission adopted bylaws of the NEORide Regional Council of Governments and approved the City's Membership into NEORide, a regional council of governments consisting of sixteen (16) transit agencies across Ohio, Kentucky, and Michigan, by Ordinance No. 19-138, passed on August 26, 2019; and

**WHEREAS**, in October of 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd., that the Sandusky Transit System has been using since June of 2020; and

**WHEREAS**, EZFare allows riders to purchase bus fares and passes on their mobile phones and currently the tickets are validated by visual inspection by the bus drivers and this EZFare Mobile Ticketing Validator Project will provide for the purchase and installation of twenty six (26) mobile ticketing validators in transit buses to provide for electronic validation as well as warranty and training; and

**WHEREAS**, this City Commission authorized the filing of a grant application with the Ohio Department of Transportation for State FY2021 Ohio Transit Partnership Program Grant funds for the Sandusky Transit System by Resolution No. 018-20R, passed on May 26, 2020, and subsequently was awarded funds which included \$54,216.00 for the purchase of EZfare validators; and

**WHEREAS**, this agreement expresses the terms and conditions pursuant to which SARTA administers Federal Transportation Administration (FTA) funds received pursuant to the Public Transportation Innovation grants provided under 49 U.S.C. Section 5312 and provides reimbursement in the amount of \$13,254.00 in matching funds for the Ohio Department of Transportation (OTF2 Grant FY 2021) for the JRV validators, installation, warranty, and training for the Sandusky Transit System's EZfare Mobile Ticketing Validator Project; and

**WHEREAS**, approval is being requested in companion legislation to expend funds for the purchase and installation of twenty six (26) validators from Masabi Ltd. of New York, New York, for the EZfare Mobile ticketing Validator Project; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as requested by SARTA and to allow the project to move forward upon approval of the City Commission to purchase the validators so the funds can be expended and reimbursed in a timely manner in accordance with the grant programs; and

**PAGE 2 - ORDINANCE NO. 20-153**

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager be and hereby is authorized to execute an agreement with the Stark Area Regional Transit Authority (SARTA) for financial assistance in the amount of \$13,554.00 for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager is authorized to provide any assurances or any other documentation required by the U.S. Department of Transportation and/or the Federal Transit Administration in connection with the awarded funds and reimbursement of funds for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System and lawfully expend funds consistent with the agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in

**PAGE 3 - ORDINANCE NO. 20-153**

those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020

**AGREEMENT BETWEEN  
STARK AREA REGIONAL TRANSIT  
AUTHORITY AND  
CITY OF SANDUSKY/ SANDUSKY TRANSIT  
SYSTEM**

Re: Subagreement for Services related to the "EZFAre: The Gateway" project under the FTA Office of Research, Demonstration and Innovation (TRI) Project ID: OH-2020-032-00

THIS AGREEMENT is made and entered into effective, as of the date the last party hereto signs, by and between Stark Area Regional Transit Authority, 1600 Gateway Blvd SE Canton, OH 44707-3544,, DUNS# 07-778-4890, (hereinafter referred to as ("SARTA") and City of Sandusky/ Sandusky Transit System, 1230 N Depot Street, Sandusky, OH 44670, (hereinafter referred to as "Consultant") serves as the contract for services that City of Sandusky/ Sandusky Transit System agrees to provide under the Cooperative Agreement between SARTA and the Federal Transit Administration ("FTA") Office of Research, Demonstration and Innovation (TRI) concerning the " USDOT's Mobility Innovation Program" project ("Project").

For Good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and in further consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1  
INTENT

This Agreement expresses the terms and conditions pursuant to which SARTA administers federal funds received pursuant to the Public Transportation Innovation grants provided under 49 U.S.C. Section 5312 ("Section 5312"). This Agreement includes certain mandatory requirements under federal law by which the Consultant must comply to be eligible, and terms by which the Consultant must comply to maintain its eligibility, for receipt of any federal funds under Section 5312. Consultant should be prepared to abide by all applicable federal requirements as specified in Section 5312, FTA Circulars C 6100.1E and all other applicable FTA circulars, regulations or guidance. The agreement consists of this Agreement document and provisions referenced herein, together with any Scope of Services issued hereunder and any Change Orders and Modifications issued after execution of this Agreement. The foregoing shall form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2  
SERVICES

The Consultant shall provide the consulting services in support of the Integrated Mobility Innovation Demonstration (IMI) as described in individual Scope of Services (hereinafter referred individually as an SOW) entered into from time to time as required by SARTA from time to time in support of the IMI Project during the term hereof under the conditions of this Agreement (the "Services"). Each engagement will have a defined Scope of Services but this Agreement will apply to all SOW engagements.

ARTICLE 3  
TERM

This Agreement shall be for a term of thirty-one months (31). Consultant shall commence the Services as described in an SOS either party shall have the right to terminate this Agreement prior to the commencement by providing the other with 30 days written notice of its election to terminate. Notwithstanding the above however, no Services shall be paid until an actual SOS for the particular project is executed by the parties.

ARTICLE 4  
SCOPE OF RESPONSIBILITIES

The Services performed under this Agreement are to include without limitation technical or professional consulting in support of the IMI. Cost and performance parameters for tasks to be performed will be individually negotiated and set forth in the applicable SOS for each requested engagement.

Consultant acknowledges that to receive any federal funds through SARTA pursuant to Section 5312 or any payment from SARTA at all, Consultant must maintain full and complete compliance with any and all applicable federal laws, ordinances, statutes, rulings, codes, any amendments thereto, or any similar guideline promulgated by the U.S. Department of Transportation, the Federal Transit Authority ("FTA") Office of Research, Demonstration and Innovation (TRI), any other federal entity with similar authority over the distribution of funds pursuant to Section 5312 as set forth herein and any and all such laws, ordinances, statutes, rulings, codes, and any amendments thereto with which SARTA must comply in its role as administrator under Section 5312. Consultant must certify to SARTA that they are in compliance with the relevant federal requirements as set forth herein prior to or at the time of execution of this Agreement, and subsequent certifications are required annually once the FTA publishes any annual list of certifications and assurances.

In addition, (a) Consultant must keep and maintain all documents and files necessary to document its compliance with FTA certifications and assurances, (b) Consultant must permit SARTA, FTA and the State of Ohio with five (5) business day's prior written notice, to inspect any records retained as evidence of compliance with Section 5312, (c) where equipment, or facility is acquired, built, and/or improved by the Consultant using FTA funds, provisions must be made with regard to said equipment, and/or facility to ensure the FTA retains satisfactory continuing control of the equipment, and/or facility, (d) when procuring property, supplies, equipment, and/or services with funds from an FTA grant, the Consultant must comply with the FTA procurement requirements set forth at 49 CFR part 18 and guidance contained in the most recent FTA Circular 4220.1, (e) Consultant shall certify to SARTA and the FTA, pursuant to 49 CFR 18.36, that its procurements and procurement system will comply with all applicable third-party procurement provisions of federal laws, regulations, and directives, except to the extent the FTA has expressly approved otherwise in writing, (f) The Consultant must at all times comply with the National Environmental Policy Act (NEPA) when utilizing funds provided by the FTA or any other applicable federal agency, (g) Consultant agrees to comply with all applicable civil rights statutes and implement any and all necessary regulations to ensure compliance therewith including, but not limited to, (h) Consultant agrees to comply, and assurances compliance of any third party contractor, with the provisions of 49 U.S.C. 5312 which prohibit discrimination on the basis of race, color, religion, national origin, sex, age, and disability, and prohibit discrimination in employment or business opportunity, (i) The Consultant agrees to

comply, and assures the compliance of any third-party contractor, with all applicable laws and regulations pertaining to nondiscrimination on the basis of disability, (j) Consultant will ensure that the services provided will not infringe on any patent, license or intellectual property.

Consultant also acknowledges and agrees to provide all reporting on such forms and in such formats as SARTA may require from time to time, including without limitation the following reports which must be submitted to SARTA by the 15<sup>th</sup> of each month:

1. Milestone Progress Reports including explanations for changes to estimate milestone progress dates.
2. Federal Financial Reports including cash transaction, expenditures, unliquidated obligations, and remaining share for both FTA and the Consultant.
3. All program measures and service improvements.

The Consultant will also document any evidence, statistics, receipts, invoices, or any other documentary proof that that supports the SOSs, any coordinated plan and Section 5312 programs if applicable. The Consultant will also monitor and report to SARTA any involvement in all claims and complaints whether made to the Consultant directly, FTA, State of Ohio, or Department of Justice. Consultant acknowledges that it is the Consultant's responsibility to insure that all employees, agents, and/or subcontractors are following all FTA and State guidelines including posting contact information for these agencies to allow for the filing of any complaint.

## ARTICLE 5 WARRANTIES

In addition to the other warranties set forth or incorporated herein, Consultant hereby represents and warrants to SARTA as follows:

- (a) it has, and will have, full authority:
  - (i) to execute this Agreement;
- (b) to provide the Services to SARTA on the terms set out in this Agreement;
- (c) execution of this Agreement is not in contravention or conflict with any term or provision of any agreement or instrument to which it is a party;
- (d) this Agreement is legally valid, binding and enforceable against the Consultant;
- (e) it will, and will cause its personnel to comply with all applicable laws, rules, and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, and cause to be maintained in good standing any requisite licenses, registrations, approvals, and exemptions required for it or its personnel to perform its respective obligations under this Agreement;
- (f) the Services provided will comply with the requirements of any SOS and all FTA guidance and requirements and will meet any performance criteria set out or referred to in the SOS; it will perform and comply with (and will ensure that all its personnel will comply with) its obligations under this Agreement in a timely fashion consistent with best practices in the industry;

(g) it will ensure that, where SARTA is reliant on the expertise of the Consultant or any Consultant personnel in providing professional advice, such advice will be given in an impartial, informed and independent manner and in the best interests of SARTA;

(h) it will ensure that the Services are performed with due diligence, reasonable skill and care and in accordance with best industry practice at all times;

(i) it will:

(i) comply (and ensure that all Consultant personnel will comply); and

(ii) ensure that the Services (including any items delivered as part of the services) comply;

with all applicable laws and other governmental, statutory and/or regulatory requirements and guidance which may from time to time be applicable to the services and to the drafting of the plans, including without limitation all requirements under federal law, including without limitation 49 USC Section 5312 and all applicable regulations regarding Ohio or federal department of transportation or local rules and regulations regarding fuel and safety requirements, all Occupational Safety and Health Administration regulations and related site safety guidelines, and site work permitting requirements and all environmental regulations;

(j) there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder;

(k) it will ensure that all Consultant personnel, agents and contractors will, when allowed the use of any SARTA's site or equipment, comply with the applicable site security, system usage and other policies and procedures in force from time to time;

(l) it will ensure that the Consultant personnel will at all times behave in a courteous, professional and appropriate manner and that no Consultant personnel will act or make any statement, post anything to the internet, or otherwise behave in any manner that is reasonably likely to result in any prejudice to SARTA (including to their respective reputations);

(m) it will ensure that the Consultant personnel have appropriate experience, qualifications and expertise and that any Consultant personnel (including approved contractors, subcontractors and material men) providing work or materials for the project are timely paid, and that no such party places or attempts to place any lien on the project property or any funds used in connection therewith;

(o) it will ensure that the Services provided will not infringe on any patent, license or other intellectual property and will ensure any products, materials or equipment provided or obtained by the Consultant will comply with the terms of this Agreement and Section 5312; and

(p) it will ensure that in performing hereunder it shall not introduce any virus, Trojan horse, malicious software, tracking devices or other similar items into the SARTA system or component thereof and will ensure at all times that it maintains industry leading protections, firewalls etc. to

ensure no such item is introduced into the SARTA IT environment in connection with the Services.

5.1 The Consultant shall fully and effectively indemnify, to the extent allowed by law and keep indemnified, to the extent allowed by law, SARTA from and against, and agrees to pay on demand, any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against SARTA as a result of any breach of the warranties, representations and/or undertakings in this Agreement (including in relation to any claims, liens or encumbrances which may affect SARTA's use of the equipment, software or services). Without prejudice to the foregoing or to any other rights or remedies of SARTA, in the event of breach of any warranty, representation or undertaking the Consultant undertakes promptly to remedy the breach (or the circumstances giving rise to the breach) without charge.

5.2 In addition (and without prejudice) to all other rights under this Agreement, SARTA may suspend this Agreement for any period and/or terminate this Agreement immediately on written notice if it learns information giving it a factual basis to conclude that the Consultant has breached the warranties, representations and undertakings given in this Agreement.

The representations and warranties of Consultant set forth in this Agreement and in the other Agreement Documents and bidders proposal shall survive the termination hereof.

## ARTICLE 6 TERMS OF PAYMENT

SARTA shall pay to Consultant for the Services as outlined in each SOS. The Consultant agrees to accept payment for each SOS as full and final payment for all Services, overhead, profit, expenses and charges of any nature incurred by Consultant in performing its obligations for said tasks.

Unless otherwise indicated in an applicable SOS, payment to the Consultant shall be made for services rendered and for approved reimbursables during the preceding calendar month by the 7<sup>th</sup> day of the following month, as set forth on an applicable SOS and upon the submission of an invoice to SARTA by the Consultant. The invoice, detailing services performed by the Consultant shall be sent to Grants Manager and [payments@sartaonline.com](mailto:payments@sartaonline.com). SARTA shall pay the invoiced amount within thirty (30) days after receipt of such invoice, subject to (a) SARTA having received FTA grant money to pay such fees and (b) Consultant submitting all required documentation. Without limiting the foregoing the following information must be submitted to SARTA for any requested payments: (1) for items purchased, Consultant must submit a copy of all original vendor's invoices along with copies of the payment for such invoices (amounts must match), all documents to support and back-up submitted invoice must also be provided; (2) for reimbursement for wages or personnel costs, Consultant must submit supervisor signed time sheets or supervisor signed computer printout showing pay rate, a detailed listing of all time worked, broken down by specific calendar day and hours worked along with documentation supporting how each individual was actually paid. No payments will be made to Consultant unless and until SARTA determines, in its discretion, that proper supporting documentation has been provided.



ARTICLE 7  
CHANGES

In the event SARTA elects to change from Scope of Services for approved tasks, SARTA shall promptly notify the Consultant in writing of all such changes in the scope. In such an event, appropriate adjustments shall be made to the task order fee as mutually agreed by the parties and shall be set forth in an Agreement amendment signed by SARTA and the Consultant.

ARTICLE 8  
DISPUTES

This Agreement will be interpreted under Ohio law without given effect to its conflict of law's provisions.

**Performance During Dispute** – Unless otherwise directed by SARTA, Consultant shall continue performance under this Agreement while matters in dispute are being resolved, and SARTA shall continue meeting its obligations including prompt payment of all undisputed sums due to Consultant.

**Claims for Damages** – Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Dispute Resolution** – In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, SARTA and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

If such negotiations are not fully successful, the parties agree that any claim shall be brought in the Court of Common Pleas sitting in Stark County, Ohio or in the Federal District Court for the Northern District of Ohio. Both parties hereby consent to jurisdiction in such courts and waive any claim that any such forum is inconvenient for any such action.

**Rights and Remedies** – The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SARTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Either party to the Agreement shall have the right to terminate this Agreement for cause upon notice to the non-defaulting party.

ARTICLE 9  
COMMUNICATIONS

Unless otherwise designated by the SARTA Executive Director/CEO in writing, the Consultant shall direct all formal and informal communication, other than invoicing inquiries, regarding the

Services performed under this Agreement to the SARTA Executive Director/CEO, who shall be the daily contact person for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Consultant:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to SARTA:

Stark Area Regional Transit Authority  
Attn: Executive Director/CEO  
1600 Gateway Blvd., SE  
Canton, OH 44707

ARTICLE 10  
INDEPENDENT CONTRACTOR

The Consultant shall be deemed an independent contractor for all purposes, and the employees of the Consultant or any of its subcontractors, and the employees thereof shall not in any manner be deemed to be employees of SARTA. As such, the employees of the Consultant, or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by SARTA, nor shall such Consultant, its subcontractors or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or similar employment benefit programs from SARTA and Consultant shall fully indemnify, to the extent allowed by law, defend and hold SARTA harmless from and against any claim by any of its employees or contractors alleging any such interest.

ARTICLE 11  
ACCESS TO RECORDS

The Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records. The Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. In addition, the Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. The Consultant agrees to provide sufficient access to FTA, SARTA, the State of Ohio and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required and access to the sites of performance under this Agreement as reasonably may be required.

ARTICLE 12  
EMPLOYMENT RELATED OBLIGATIONS

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. 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. The Consultant shall further agree to insert a similar provision to all subcontractor agreements. In addition, Consultant will at all times comply with all applicable FTA regulations governing this Agreement, including without limitation, DBE requirements, prevailing wage requirements and other worker related protections and or goals as applicable.

The Consultant shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all personnel working on the Agreement. Such records shall contain the name and address of each such employee, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Consultant will permit such representatives to interview employees during working hours on the job. The Consultant shall require the inclusion of the language of this clause within subcontracts of all tiers.

ARTICLE 13  
INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to share a part of this Agreement or to benefit arising therefrom.

ARTICLE 14  
PROHIBITED INTEREST and FALSE STATEMENTS

SARTA's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants, potential Consultants, or parties to sub-agreements. Additionally, Consultant acknowledges the obligation to file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." In addition, Consultant shall require each of its subcontractors (and require each such subcontractors to obtain from its subcontractors [of any tier]) certifications that each organization 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 SARTA, any other agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Consultant and each of its subcontractors and their subcontractors (of any 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 Agreement, grant or award covered by 31 U.S.C. 1352. All disclosures required by this section are to be forwarded 'up the chain' to Consultant who shall then forward the same to SARTA.

The Consultant also acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

#### ARTICLE 15 INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless SARTA from and against any and all costs, losses, and damages, including but not limited to all fees and charges of engineers, attorneys, and other professionals, and all mediation, arbitration, court, or other dispute resolution costs (including all costs of appeals), caused by Consultant's violation of any provision of this Agreement or any negligent acts or omissions of Consultant, its employees and Consultant's subcontractors in connection with or related to this Agreement.

#### ARTICLE 16 SEVERABILITY

In the event that any provision, portion, or application of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, SARTA and the Consultant shall negotiate an equitable adjustment in the provision of this Agreement with a view toward effecting the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 17  
RECOVERED MATERIALS

To the extent the same is applicable to the Services performed under this Agreement, the Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ARTICLE 18  
GENERAL CONDITIONS

**No Federal Government Obligation to Third Parties.** The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement or distribution of grant funds, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities the Consultant or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Lobbying Restrictions** The undersigned certifies, to the best of his or her knowledge and belief, that: (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, (c) The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Consultant shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by SARTA. If it is later determined by SARTA that Consultant knowingly rendered an erroneous certification, in addition to remedies available to SARTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TO the extent applicable to the Services or Consultants performance hereunder, the Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### ARTICLE 19 HEADINGS

The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

#### ARTICLE 23 INFORMATION & DATA RIGHTS

This work under this Agreement is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Agreement. The Consultant shall grant SARTA intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Consultant agrees that except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, and SARTA until such time as FTA and SARTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, presentations, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar

information used for performance or administration of the Agreement. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Agreement, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, to the extent allowed by law, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

This Agreement has been executed by the parties on the respective dates set forth below, effective as of the date first written above.

SARTA

Consultant

\_\_\_\_\_  
Kirt W. Conrad  
Executive Director/CEO

\_\_\_\_\_  
\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number  
\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF SERVICES**

### **Scope of Services (SOS)**

**Project Name : Ezfare**

**Transit Name: Sandusky Transit System**

**Principal: Thomas Horsman**

This Scope of Services (“SOS”) covers the above identified Transit’s engagement to provide services to SARTA pursuant to the terms and conditions of the above referenced Agreement (“Agreement”) as though the provisions of the Agreement were set forth in their entirety within this SOS and so this SOS and the Agreement shall be considered one, fully integrated document. All defined terms used in this SOS and not otherwise defined will have the same meaning as in the Agreement.

Sandusky Transit System will participate in activities related to this contract for project. The activities will include quarterly reports and annual project reviews to SARTA HQ. Sandusky Transit System will work with SARTA to ensure that all tasks and schedules are met. As challenges are uncovered, Sandusky Transit System will work proactively to break down barriers that will lead to the full execution of the program and its identified tasks and deliverables.

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#### **1.0 PERIOD OF PERFORMANCE:**

The period of performance for this SOS shall be as follows: START: March 16, 2020  
END: December 31, 2022 or the date of FTA funding termination, whichever is earlier.

#### **2.0 PROJECT SCOPE:**

##### **2.1 Purpose**

This SOS is issued by SARTA in support of SARTA’s Federal Transit Authority “Integrated Mobility Innovation Demonstration (IMI)” grant, as identified in the main body of the Agreement, and as set forth below as Projects 1-3, 5 & 7.

##### **2.2 Transit’s Performance Obligations**

Transit will have exclusive control over the means, method and details of fulfilling its obligations hereunder including sole responsibility for managing the delivery of Services hereunder.



### **2.3 Transit's Compliance with Agreement**

Transit will ensure that applicable terms and conditions of the governing Agreement and this Statement of Work are communicated to, understood by, and complied with by the Transit's resources assigned to the Projects.

### **3.0 DESCRIPTION OF SERVICES:**

Sandusky Transit System will provide the following services (collectively, the "Services"):

***Project 1. Project Administration.*** Provide quarterly reports. (Due by the 15<sup>th</sup> of each month following the end of each quarter)

***Project 2. Project Management.*** Transit will assist in finalizing the project work plan.

***Project 3. Project Planning.*** Transit will assist in fostering stakeholder engagement, developing and harmonize program policies and procedures across multiple partners, and identify technological advancements needed to fulfill project goals (including research and planning).

***Project 5. Operations.*** Installation of validators, training (staff and customers), marketing and user recruitment (of validators) and operation of payment system for 12-18 months. (Starting 30 days after installation and training)

***Project 7. Final Report and Information Sharing.*** Assist in identifying next steps and phase 2 partners, produce and deliver final project report, and develop and distribute public project report. Final report is Due December 31<sup>st</sup>.

### **4.0 PERSONNEL QUALIFICATIONS**

Sandusky Transit System will provide personnel with the qualifications and skills to perform the Services as noted in the Agreement. The personnel identified and/or described in this SOS are essential to the Services being performed hereunder. No substitution of personnel shall be made by the Consultant without written consent of SARTA.

### **5.0 PAYMENTS FOR SERVICES**

SARTA shall provide Sandusky Transit System funding for the following:

1. Funding limited to \$13,554 in matching funding for the Ohio Department of Transportation (OTP2 Grant FY 2021) for JRV Validators, installation, warranty and training. This funding will be made available once Sandusky Transit System submits proof of delivery and installation of validators to SARTA.

(The copy of original proof of payment for the validators along with a copy of the invoice must be sent to receive reimbursement.)

Terms are net cash, without discount, payable within 30 days after date of invoice. Nothing in this section is intended to change the reporting and other FTA requirements regarding payment of services set forth in the main body of this Agreement.

## **6.0 Project Benefits**

By participating in the EZfare IMI Grant project, Sandusky Transit System will have the opportunity to expand their current system to develop an innovative alternative payment system for mobility, business and personal applications targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations.

Partners and stakeholders sought to be involved in this project include regional public and private transit and transportation providers, shared mobility companies, financial institutions / merchants, local businesses, community-based and nonprofit organizations, schools and universities, government agencies, and social service and healthcare organizations who work with the program's target populations.

Deliverables of this project include:

- **Installation of Validators**: Validators will be installed on all transit vehicles including installation, training and assistance with marketing.
- **Smartcard Development and Integration with Strategic Partners**: Develop an integrated, alternative payment system based on Masabi's EZfare technology and Smart Cards, which will be used for multiple transit and non-transit applications and to centralize and unify public transit fare-purchasing processes throughout the region (via the "Multi-pass" function). EZfare partners will be enabled with SmartCard technology, training and an initial order of SmartCards.
- **Development of Stored Value**: targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations. EZfare partners will be enabled to utilize stored value as a method of payment.
- **Multimodal Mobility Strategies and Program Procedures**: the EZfare IMI committee will endeavor to create new strategies and procedures to help with cooperative arrangements between both public and private cooperative agreements.
- **Research**: a full data management plan, partner and user surveys, data analysis and reporting will be conducted to analyze the effectiveness of new or potential multi-modal strategies.
- **Seamless Payment Integration**: software integration, hardware installation and policy and technology alignments necessary to implement the payment system seamlessly with all desired project partners.

**7.0 PROJECT MANAGERS:**

SARTA’s Project Manager is the person authorized to act as primary point of contact for SARTA and is responsible for acceptance/rejection of any project deliverables.

<b>Name:</b>	Debbie Swickard - SARTA Grants Manager
<b>Phone Number:</b>	330-956-7903
<b>Fax Number:</b>	dswickard@sartaonline.com
<b>E-Mail Address:</b>	dswickard@sartaonline.com
<b>Address:</b>	1600 Gateway Blvd SE, Canton, OH 44707

Sandusky Transit System’s PROJECT MANAGER:

*Sandusky Transit System’s Project Manager is the person authorized to act as primary point of contact under this SOS.*

<b>Name:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail Address:</b>	
<b>Address:</b>	

Sandusky Transit System’s Project Team:

<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-Mail Address:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-Mail Address:</b>	
<b>Address:</b>	