

P/C
Sp. Caucus 8/11/20
1st R 8/11/20 Sp. Council
2nd R 8/12/20 Sp. Council
3rd R 8/13/20 Sp. Council
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 1156-2020

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK'S
PARTICIPATION IN THE ODOT COOPERATIVE PURCHASING PROGRAM,
FOR THE PURCHASE OF A 2020-21 FORD ELDORADO E450
PASSENGER/WHEELCHAIR BUS
WITH TRADE-IN OF 2008 E450 WITH 6.8 GAS ENGINE
FROM MYERS EQUIPMENT CORP.,
AND DECLARING AN EMERGENCY

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts with the Ohio Department of Transportation for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, the City desires to participate in the Ohio Department of Transportation Cooperative Purchasing Program and enter into a contract with Myers Equipment Corp. for the purchase of one Ford Eldorado E450 Passenger/wheelchair Senior Bus; and

WHEREAS, the City passed Resolution 24-2019 on August 20, 2019, authorizing the application for a grant for one Senior Bus through Northeast Ohio Areawide Coordinating Agency (NOACA); AND

WHEREAS, the City has been awarded \$63,326.00 from NOACA for the purchase of one Ford Eldorado E450 Passenger/wheelchair Senior Bus through ODOT Cooperative Purchasing Program; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor hereby requests authority, in the name of the City of Brook Park to participate in the Ohio Department of Transportation contract through Myers Equipment Corp., for the purchase of machinery, materials, supplies or other articles, which the Department has entered into pursuant to the Ohio Revised Code Section 5513.01(B). Specifically, the City of Brook Park requests authority to purchase a 2020-21 Ford Eldorado E450 passenger/wheelchair bus.

SECTION 2: The Mayor of the City of Brook Park is hereby authorized to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3: The Mayor of the City of Brook Park is hereby authorized to directly pay Myers Equipment Corp., under each such contract with the Ohio Department of Transportation in which the City of Brook Park participates, in the amount of \$79,153.00 (the total being \$80,653.00, less trade in of the 2008 Ford E450 for \$1,500.00) for items it receives pursuant to the contract, from the Capital Fund No. 401 and 641. The City shall be reimbursed by an amount not exceeding \$63,326.00.

SECTION 4: That the City of Brook Park agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Brook Park releases and forever discharges the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Brook Park may have or claim to have against ODOT or its employees, unless such liability is found to be the result of negligent conduct on the part of ODOT or its employees.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to allow the City to participate in the Ohio Department of Transportation's Cooperative Purchasing Program with Whitworth Bus Sales, Inc.; therefore provided (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: August 13, 2020
Special Council

M.P. Kenchis
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

8/17/2020
DATE

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution

No. 11155-2020
passed on the 13th day of August
20 20 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing August 18, 2020
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]
DIRECTOR OF LAW

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schmuck	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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Office, Ohio Environmental Protection Agency

Fergan M. Ahmad, P.E., Executive Director, Ohio Turnpike and Infrastructure Commission

Executive Committee Members

Grace Gallucci, NOACA Executive Director

January 23, 2020

Michael D. Gammella
Mayor
City of Brook Park
6161 Engle Road
Brook Park, OH 44142

Dear Mayor Gammella:

Thank you for your interest in the Northeast Ohio Areawide Coordinating Agency's (NOACA) 2020 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program.

We are pleased to inform you that the City of Brook Park's request for one vehicle has been approved for funding by the NOACA Board of Directors. NOACA will provide 80% of the eligible costs, up to a maximum of \$63,326 in federal funds in State Fiscal Year 2020. The 20% local share must be provided from a non-federal funding source. The corresponding Code of Federal Domestic Assistance (CFDA) number for these funds is 20.513.

Attached to this communication are the next steps to be undertaken to properly program your project for implementation. Please note that there is an awardee workshop on March 10, 2020, 10:00am-11:30am at NOACA offices that will focus on sponsor responsibilities to ensure successful project administration. The workshop is required for first time awardees and optional for repeat awardees. Do not begin procurement process for your project until the contract between NOACA and your entity has been executed.

NOACA looks forward to the opportunity to work with you on this project. Please contact Jim Thompson at 216-241-2414, Extension 275, or by email at jthompson@mpo.noaca.org with any questions.

Respectfully,

Grace Gallucci
Executive Director

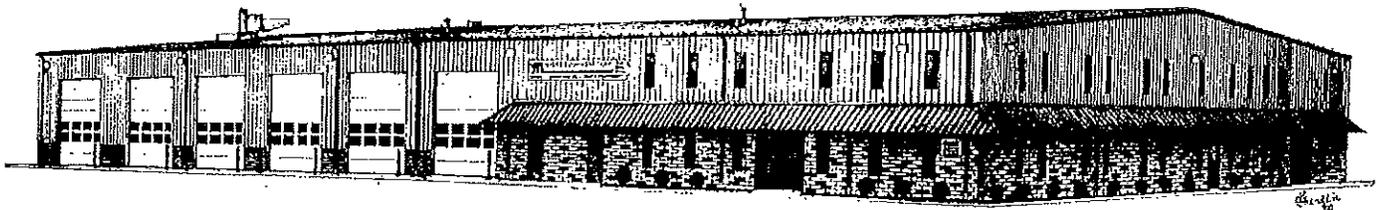
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CC: Scott Adams, Commissioner, Economic Development

Attachment: Section 5310 Project Programming Next Steps

1299 Superior Ave., Cleveland, Ohio 44114-3204 Phone: 216-241-2414 FAX: 216-621-3024

Web: www.noaca.org [noaca.org](https://www.facebook.com/noaca.org) [@noaca_mpo](https://twitter.com/noaca_mpo)



MYERS EQUIPMENT CORP.

8860 Akron-Canfield Road, Canfield, Ohio 44406
 (330) 533-5556 • FAX (330) 533-2784 • 800-232-7649

May 29, 2020
 Revised: July 27, 2020

Scott Adams
 City of Brook Park
 6161 Engle road
 Brook Park, OH 44142

Dear Scott,

Myers Equipment Corporation is pleased to quote you on the following Ford Eldorado bus with sixteen passenger seating and two wheelchair locations. The unit is built with an Aerotech body on a 2020-21 Ford E450 chassis. It has a 7.3 liter V8 gas engine and 158" wheelbase.

The following pricing and specifications are from ODOT Bid #248-20 LTV-HC honeycomb fiberglass body. The purchase order is to be made out to Myers Equipment Corporation.

- | | |
|---|-------------|
| 1. 2020-21 Ford <u>E450</u> cutaway with a 2020 body – floor plan LTV 16-2 ... | \$61,427.00 |
| 2. Braun NL919 Century wheelchair lift with a 34" x 51" platform with door and brake interlock..... | Included |
| 3. Two ADA wheelchair tie downs | Included |
| 4. Upgrade to Q-Straint slide'n'click floor pucks in lieu of "L" track | \$ 320.00 |
| 5. Paratransit flat floor with 3-step entry | \$ 865.00 |
| 6. Paratransit flat floor with 4-step entry in lieu of 3-step | \$ 315.00 |
| 7. Slip resistant grey floor | \$ 979.00 |
| 8. Rear energy absorbing bumper | \$ 1,617.00 |
| 9. Heavy duty rear suspension | \$ 1,456.00 |
| 10. Dual A/C compressors with skirt mounted condenser and 3 year unlimited warranty | \$ 2,968.00 |
| 11. Rear backup camera in OEM mirror | \$ 958.00 |
| 12. Rear amber turn signal/4-way mounted top corner | Included |
| 13. Electric passenger entry door in lieu of manual | \$ 670.00 |
| 14. Exterior lettering to match your 2008 bus | \$ 1,650.00 |
| 15. Rear A/C in wall evaporator | \$ 489.00 |
| 16. Overhead luggage rack on both sides | \$ 1,432.00 |
| 17. Two rear single jump seats @ \$576.00 | \$ 1,152.00 |
| 18. One double 3-step foldaway seat | \$ 1,040.00 |

- 19. Additional Spare Tire and wheel\$ 380.00
- 20. Upgrade for Deluxe Driver's Seat with Power Seat Base\$ 520.00
- 21. Plexiglass Tinted Driver's Screen\$ 247.00
- 22. Extended Air Valves for Inner Ducts\$ 88.00
- 23. Upgrade Standard Ford Radio to AM/FM/DVD/PA/MP3 with Front
And Rear Including Driver's Door Speakers\$ 640.00
- 24. Backup Alert System\$ 950.00
- 25. Fiberglass white gelcoat headliner in lieu of standard Gray
Fabric Headliner\$ 490.00

Total price for 2020-21 Ford E450 7.3 liter, V8 gas engine, 16 passenger with 2 wheelchair locations to meet specifications..... \$ 80,653.00

Less trade-in 2008 Ford E4, 6.8 gas engine

16 passenger with 2 wheelchair locations

20 passenger with no wheelchair locations.....\$ (1,500.00)

Total less trade \$ 79,153.00

ACCEPTANCE OF PROPOSAL: The above specifications, price and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

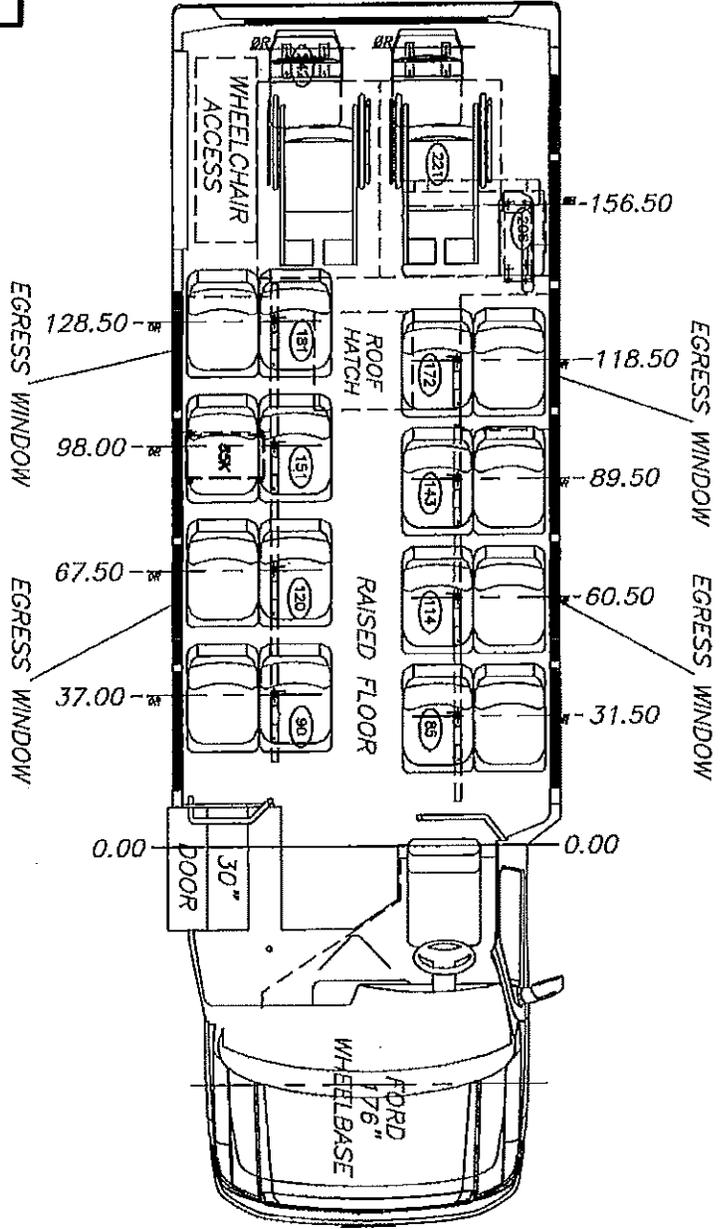
Signature _____ Date _____

Cordially,
Myers Equipment Corporation



Rob Spencer
Transit Sales Manager

LEGEND
 (B) = C/L FRONT AXLE TO PASS C.G.



DEALER
 APPROVAL
 APPROVED
 X
 CUSTOMER SIGNATURE

DO NOT SCALE DRAWING		DRAWING INFORMATION	
THIS DRAWING IS THE PROPERTY OF ELDORADO, A REFRIG. COMP. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER DETRIMENTAL TO THEIR BEST INTERESTS. REV. 02/16		DRAWN/MILLER (KCP)	DATE: 7/19/19
TOLERANCE UNLESS SPECIFIED		SCALE: 1/42	SIZE/A
SEAT SPACING ± .25 (SEAT SPACING NOT TO BE LESS THAN 28.5")		WGT.	
RESTRAINTS ± .25 (W/C POSITIONS NOT TO BE SMALLER THAN 30 X 48)			
REV.	BY	DATE	RELEASE TO PRODUCTION DESCRIPTION
-	JPK	7/19/19	
UNIT NUMBER		PAGE	
ATF2416-CB01		1 OF 1	

ELDORADO
 REFRIGROUP
 1655 WALL STREET
 SACHIN, KS. 67401

TITLE:
 AEROTECH 240
 30" ENTRY DOOR / WC DOOR (REAR)

NOACA 2020
 Section 5310
 Program
 20.513
 CFDA NUMBER
 SEC5310-2020-BPK
 AGREEMENT
 NUMBER

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

Contract for Services (SEC5310-2020-BPK)

THIS AGREEMENT (Agreement) is entered by and between the **City of Brook Park (the "Subrecipient")**, a PUBLIC AGENCY and the **NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (NOACA)**;

WITNESSETH:

WHEREAS, NOACA desires to contract with the **City of Brook Park (Subrecipient)** as sponsor for the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program, as evidenced by NOACA Board of Directors' Resolution 2019-057.

WHEREAS, The subrecipient will assist NOACA in achieving the goals of the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program through one (1) accessible vehicle (the "Project"), which will support populations with specialized transportation needs and improve service efficiency; and

WHEREAS, the Project is consistent with the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio, as required by FTA.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Contract with the Subrecipient.** The subrecipient agrees to oversee work as detailed in Exhibit "A" in conformity with all applicable federal, state and local laws to which the Subrecipient and NOACA and their respective employees are subject.
2. **Scope of Services.** Subrecipient shall perform in a satisfactory, proper and timely manner the work tasks set forth in the attached Scope of Services (Exhibit "A"), upon receiving proper authorization as defined in such Scope. The Scope of Services shall become part of this Agreement and shall not be altered without prior express, written consent of NOACA and the Subrecipient.

<u>DESCRIPTION*</u>	<u>TOTAL PROJECT COST</u>	<u>FEDERAL SHARE</u>	<u>LOCAL SHARE</u>
(1) accessible vehicle	\$79,157	\$63,326	\$15,831

*(*Must be specific and itemized. Items not listed in detail WILL NOT be eligible for reimbursement)*

3. **Time of Performance.** The effective date of this Agreement shall be as of the last signature obtained for execution. All capital purchases performed under this Agreement shall be complete within 18 months of said effective date, unless this Agreement is terminated earlier in accordance with Sections 10 or 11, or extended by agreement of the parties. This Agreement shall remain in effect through the useful life of the capital assets, and through a NOACA-approved disposition request if the asset(s) is(are) a vehicle(s).

4. **Quarterly Status Reports; Method of Reimbursement.** Subrecipient quarterly milestone reporting is required for the first 12 months of this Agreement's term. Subrecipients should provide these milestone reports (Exhibit "E" Quarterly Milestone Report) as requested by NOACA, typically with due dates on the 10th day of the month, or near to it, of January, April, June, and October. Should an asset purchase occur in the fourth quarter of the Project or beyond, NOACA will expect quarterly milestone reporting through the quarter following the quarter of purchase. NOACA may require additional reports after the Project's initiation period to meet state or federal reporting requirements or for planning purposes. The Subrecipient shall provide capital asset information as requested to NOACA through the useful life of the asset, and through disposition if the asset(s) is(are) a vehicle(s).

Capital: For Agreements involving the purchase of capital equipment, the Subrecipient shall submit to NOACA a capital Invoice (Exhibit "D") for items described in the "Scope of Services" (Exhibit "A") of this Agreement as they are purchased or provided. The Subrecipient may submit only one Invoice per quarter following the purchase of the item(s). Vehicle invoices may be submitted up to 10 days prior to the anticipated vehicle delivery date. NOACA will initiate Invoice processing contingent upon a successful NOACA vehicle inspection after vehicle delivery. NOACA will review invoices against details specified in the "Scope of Services" (Exhibit "A") of this Agreement, corresponding to the eligible capital expense incurred by the Subrecipient identified on the invoice.

All invoices shall be submitted by the Subrecipient and shall have proof of payment and required procurement documentation attached. Invoices shall be taken from the books of account kept by the Subrecipient. The Subrecipient shall have available copies of payroll distribution, receipted bills or other documents reasonably required by NOACA. Subrecipients should invoice NOACA for Project costs incurred using a completed, signed, and dated version of Exhibit "D," Invoice for Federal Reimbursement, attached. The Subrecipient shall also submit quarterly reports to NOACA in the form shown as Exhibit "E," Quarterly Status Report, without which payment by NOACA may be refused.

Reimbursement to the Subrecipient shall not constitute a final determination by NOACA of the eligibility of any expense incurred by the Subrecipient and shall not constitute a waiver of any breach of this Agreement by the Subrecipient or any Project Contractor. NOACA will make a final determination of the eligibility of any cost charged to the Project after completion of the Final Audit and/or Project closeout.

5. **Compensation.** The total estimated cost of the Project is **\$79,157** as shown in Section 2 and Exhibit "C." NOACA agrees to reimburse and/or invoice according to an agreed schedule (Exhibit "B") and in accordance with the provisions contained in Sections 4, 5, and 6 of this Agreement for all authorized services performed in a satisfactory and timely manner by the Subrecipient. NOACA agrees that federal grant funds paid in accordance with this Agreement shall not exceed the Project maximum of **\$63,326**. All costs in excess of the Project maximum are to be paid by the Subrecipient. The Subrecipient agrees to submit to NOACA invoices or other required documentation with sufficient evidence of payment.

The Subrecipient agrees to complete services as set forth in the attached Scope of Services (Exhibit "A") and to invoice NOACA only for those services requested. The Subrecipient agrees to reimburse NOACA for any costs found to be ineligible for reimbursement by any state or federal agency whether due to audit or otherwise. NOACA reserves the right to make partial

payments on any Agreement involving funds made available through any grant when necessary to conform to appropriation levels and funding availability.

6. **Required Information and Documentation.** The Subrecipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, as well as applicable current federal fiscal year certifications and assurances for the Section 5310 Program, to NOACA upon request or in accordance with the requirements of the appropriate program or other NOACA guidance.

The Subrecipient shall:

1. Maintain and update a complete inventory of vehicles and equipment supplied through NOACA programs including the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program;
2. Submit quarterly progress reports to NOACA;
3. Provide procurement documentation as required by Federal Transit Administration (FTA) Circular 4220.1F "Third Party Contracting Guidance" based on the Federal Acquisition Threshold for the Project. At minimum, copies of invoices from the chosen vendor and proof of purchase for all capital items shall be provided;
4. Upon delivery of vehicles, schedule an on-site inspection with NOACA to verify receipt. **[for vehicles only]**
 - a. Provide access to the vehicle, including on-site confirmation of the VIN
 - b. Provide copy of title
 - c. Provide copy of insurance;
5. Provide to NOACA, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
6. Allow NOACA periodic access to assets purchased pursuant to this Agreement, as well as responding to questions regarding the Section 5310-supported program services, in accordance with NOACA's FTA required subrecipient monitoring program.

NOACA reserves the right to request additional information or documentation relating to the Project at any time during the term of this Agreement, as required by federal or state law or regulation or by NOACA's internal policies and procedures. The Subrecipient shall submit all information to NOACA's Section 5310 Project Manager as requested by NOACA or its agents.

7. **Transportation Asset Management Reporting Requirements.** The FTA's Transit Asset Management (TAM) Final Rule requires Section 5310 Subrecipients that own, operate, or manage capital assets used to provide public transportation or Open Door Services, to submit an annual status report on their entire vehicle fleet servicing specialized populations to

NOACA for inclusion in the FTA's annual National Transit Database (NTD) report. "Public transportation services" are defined at 49 U.S.C. 5302(14) as regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income.

NOACA will review the Subrecipient's transportation services and make a determination of whether the TAM Final Rule reporting requirement applies to them. If it does, NOACA will coordinate the annual reporting requirement with the Subrecipient at the end of each State Fiscal Year, until the Subrecipient no longer operates federally-funded vehicles to provide transportation to specialized populations.

8. **Sale, Disposition or Encumbrance of Project Equipment.** Sale or disposition of Project equipment shall be undertaken by the Subrecipient only after receiving NOACA's written approval. If applicable, upon disposition the Subrecipient shall refund to NOACA the Federal share of the Fair Market Value of the Project equipment that does not meet minimum disposition criteria. The Subrecipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project equipment.

9. **Required Insurance Coverage.** The Subrecipient shall purchase and maintain a comprehensive policy of insurance upon the Project. Said policy for vehicles shall be in effect throughout the Project life and include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project in an amount no less than the Federal participation rate of the fair market value. Liability insurance shall protect FTA, NOACA, and the Subrecipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project equipment by Subrecipient or by anyone directly or indirectly associated with the Subrecipient. Unless the Subrecipient receives the prior written permission of NOACA to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Subrecipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

10. **Termination of Contract for Cause.** If through any cause, except for cause beyond control of the Subrecipient, the Subrecipient fails to produce at the time set forth in the Scope of Services, time being of the essence, or fails to fulfill in any material respect its obligations under this Agreement; or if the Subrecipient has violated in any material respect any of the covenants, agreements or stipulations of this Agreement, any of which such occurrences shall be referred to as an Event of Default, NOACA shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date, which may be immediate. In such event, the Subrecipient shall be eligible for reimbursement for that portion of the work satisfactorily completed and accounted for prior to termination.

Whenever an Event of Default has occurred, NOACA may (a) direct the Subrecipient to comply with such orders of disposition of the Project equipment and/or facility as NOACA may issue, (b) direct the Subrecipient to return to NOACA the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from the Subrecipient disposition of the Project equipment and/or facility, (c) refuse to pay any invoices, and/or (d) require reimbursement from the Subrecipient of all or any portion of the grant funds for any period of time that the Subrecipient has been in default.

11. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving at least seven (7) days advance written notice to the other party of such termination and specifying the effective date. If the Agreement is terminated by NOACA, the Subrecipient will be reimbursed for all of its services satisfactorily performed and accounted for up to that time. Acceptance of the sum so reimbursed shall constitute complete and final release by the Subrecipient of NOACA and the Subrecipient shall not be entitled to any further reimbursement nor will NOACA be liable for any further reimbursement, whether for damages or otherwise. Notwithstanding the fact that NOACA terminates this Agreement, the Subrecipient shall comply with all conditions to be eligible for reimbursement for that portion of the work which it completed prior to termination.

12. **Changes.** NOACA may request changes in the Scope of Services to be performed by the Subrecipient. Such changes, which are mutually agreed upon by NOACA and the Subrecipient, shall be incorporated in written amendments to this Agreement, signed by both parties. Any changes to the Scope of Services or any other provisions of this Agreement, which are mutually agreed upon by NOACA and the Subrecipient, shall be incorporated in written amendments to this Agreement, signed by both parties.

13. **Findings Confidential.** Any reports, information and data given to or prepared or assembled by the Subrecipient under this Agreement shall not be made available to any individual or organization by the Subrecipient without prior approval of NOACA unless required by law or unless dissemination of any such reports, information or data is in furtherance of the Subrecipient's services hereunder. All news releases or other public information relating to NOACA or contents of the Scope of Services contained in this Agreement must have prior approval of both parties unless subject to public records law.

14. **Responsibility of the Subrecipient.** The Subrecipient shall be responsible for professional quality, technical accuracy and coordination of all services furnished by the Subrecipient and any NOACA-approved third-party contractor under this Agreement. Upon request, the Subrecipient shall correct or revise, without additional compensation, any errors or deficiencies that occur in its services.

15. **Compliance with Federal, State and Local Requirements.** The Subrecipient will fully comply with all applicable terms and conditions stipulated in the most current FTA Master Agreement, as amended. The FTA Master Agreement may be accessed at the Federal Transit Administration website at www.fta.dot.gov, including all applicable certifications and assurances. NOACA and the Subrecipient understand and agree that not every requirement within the Master Agreement will apply to the Project and those that do not apply will not be enforced. The Subrecipient will also fully comply with all other applicable federal, state and local laws, rules, regulations, executive orders and other legal requirements as they apply to the Subrecipient's responsibilities under this Agreement. Further, the Subrecipient will fully comply with any applicable provisions of NOACA's most current Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Management Plan (PMP), as amended.

16. **Audits and Inspection.** Upon reasonable advance notice, at any time during normal business hours and as often as NOACA or its auditor may reasonably deem necessary, the Subrecipient shall make available to NOACA, for examination, all records for a period of no less than three years from the date of final payment with respect to all matters covered by this Agreement, and will permit NOACA or its auditor to audit, examine and make copies of transcripts from such records, and to make copies of all contracts, invoices, materials, payroll

records, and to make copies of other data relating to all matters covered by this Agreement. The Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred pursuant to generally accepted accounting practices. Those records which relate to a NOACA grant agreement, litigation or settlement of claims arising out of such performance or cost of items to which an audit exception has been taken, shall be maintained and made available for three years after the Subrecipient makes final payment and all other pending matters are closed.

NOACA will schedule on-site inspections during the useful life of the vehicle to monitor capital assets purchased through the Section 5310 Program. NOACA will require visual confirmation the asset is still in service, as well as its VIN, condition, mileage, and other details relevant to ensuring the Project is in compliance with NOACA's Section 5310 Program.

17. **Equal Employment Opportunity.** The Subrecipient agrees to abide by any and all applicable equal employment opportunity laws, whether state or federal, and to use its best efforts to subcontract with disadvantaged business enterprises (DBEs) when possible. The Subrecipient shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability or veteran status. Such action shall include, but is not 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, election for training, including apprenticeship. The Subrecipient further agrees that it will insert the foregoing provision in all of its subcontracts in connection with services provided; the Subrecipient further agrees to comply with all requirements of Title VI of the Civil Rights Act, 42 U.S.C. 2000d et seq., 49 C.F.R. Part 21.

18. **Interest of Members of the Subrecipient and Others.** No officer, member or employee of the Subrecipient and no members of its governing body shall have any interest, direct or indirect, in this Agreement.

19. **Time of Execution and Reliance by NOACA on Prior Submissions.** The parties acknowledge that NOACA, in executing this Agreement, is relying upon the accuracy and truthfulness of information submitted to NOACA by the Subrecipient as requested by NOACA and supplied by the Subrecipient and such information is incorporated by reference in this Agreement.

20. **Bus Testing.** For any Agreement for a Project involving the purchase of a bus, the Subrecipient certifies that the model of bus was tested at an FTA approved Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The Subrecipient further certifies that it has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

21. **Alcohol and Controlled Substances Testing.** The Subrecipient agrees to comply with all applicable State and Federal laws regarding alcohol and controlled substance testing.

22. **Buy America.** The Subrecipient agrees to comply with 49 U.S.C. subsection 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing

(Aug. 13, 2018). Beginning on and after August 13, 2020, Subrecipient will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

26. **Tax Liability and Felony Convictions.** No Subrecipient that is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Subrecipient may have unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, nor may such Subrecipient have been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

27. **Notices to the Parties.** Notices, reports, invoices and other communications required under this Agreement shall be sent to the following representatives of the parties:

NOACA CONTACT

SUBRECIPIENT CONTACT

Jim Thompson, Program Manager	Scott Adams, Commissioner, Economic Development
NOACA	City of Brook Park
1299 Superior Ave	6161 Engle Road
Cleveland, OH 44114	Brook Park, OH 44142
216.241.2414 ext 275	(216) 433-7032
jthompson@noaca.noaca.org	sadams@cityofbrookpark.com
www.noaca.org	http://www.cityofbrookpark.com/

IN WITNESS WHEREOF, the Subrecipient and NOACA have executed this Agreement as and for the date last written below.

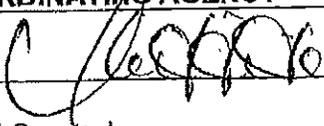
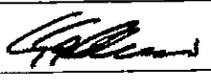
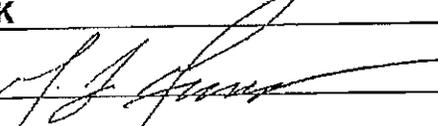
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By: 	By: 
Legal Counsel	Executive Director
Date: 5/18/2020	Date: 7/23/20
SUBRECIPIENT: CITY OF BROOK PARK	SUBRECIPIENT: CITY OF BROOK PARK
By: 	By: 
Legal Counsel <i>Carol D'Amico-Henry</i>	Mayor
Date: 5/28/2020	Date: 5/27/2020

EXHIBIT A

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
Scope of Services**

I. General: The work to be accomplished is in support of Northeast Ohio Areawide Coordinating Agency (NOACA) Resolution No. 2019-057.

To manage the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program NOACA has set up a federal grant with U.S. Department of Transportation Federal Transit Administration (FTA) to access appropriated Section 5310 funds for the Cleveland Urbanized Area. For purposes of this document, NOACA is the designated recipient of these funds and the agency that will receive the funds is **The City of Brook Park** ("Subrecipient").

II. Area Covered: All necessary services provided in this Agreement will support the Enhanced Mobility of Seniors and Individuals with Disabilities Project in the service area as outlined in the Scope of Services with work completed or subcontracted by the Subrecipient. Incidental use of a vehicle for non-passenger transportation on an occasional or regular basis is permitted, as long as it does not result in a reduction of service quality or availability of public transportation service.

III. Goal: The Enhanced Mobility of Seniors and Individuals with Disabilities program provides federal funding assistance for eligible entities to conduct or contract for operating or capital projects to serve the transportation needs of elderly persons and persons with disabilities.

SCOPE OF SERVICES*

Project Description		
Strategy/Activity	Responsibility	Timeline
Purchase one (1) accessible vehicle following all procurement requirements, submit reimbursement request to NOACA	City of Brook Park	Within eighteen (18) months after contract execution
Submit quarterly milestone reports to NOACA	City of Brook Park	Ten (10) days after the end of each quarter, for twelve months (12) after contract execution

*(*Must be specific and itemized. Items not listed in detail WILL NOT be eligible for reimbursement)*

EXHIBIT B

Milestones and Budget

TASKS	SCOPE OF WORK	ESTIMATED TOTAL COST	MILESTONES	SCHEDULE
1	Contract Begins	\$0	Fully executed contract between NOACA and City of Brook Park	Quarter 1
2	Procurement Process	\$0	Follow federal procurement procedures to chose vendor	Quarter 1
3	Order one (1) accessible vehicle	\$0	Order one (1) accessible vehicle	Quarter 2
4	One (1) accessible vehicle delivery and inspection	\$79,157	Take possession of one (1) accessible vehicle, schedule NOACA inspection, invoice NOACA for up to \$63,326 reimbursement	Quarter 3
5	Quarterly Reporting ends	\$0	Quarterly reporting for City of Brook Park ends	Quarter 4 *if capital asset is put into service in Quarter 4, one additional report will be required
6	Contract end	\$0	Contract between NOACA and City of Brook Park ends	Disposition of vehicle
TOTAL		\$79,157	\$63,326	

EXHIBIT C

Compensation and Method of Payment

I. Compensation: Total cost of the Project is **\$79,157**. NOACA agrees that the grant funds paid in accordance with this Agreement shall consist of a Federal amount not to exceed **\$63,326** (federal funding, 80%). A breakdown of this compensation is shown in the approved Project budget, which is attached and made part of this Agreement for financial reporting, monitoring and audit purposes (Exhibit "B"). Changes to the approved Project budget shall be made in accord with the Agreement section entitled "Changes".

II. Method of Payment:

A. Payments: The **City of Brook Park** (Subrecipient) may bill NOACA for milestones no more frequently than quarterly. The bill must contain documentation of the milestone or percentage of work completed for acceptance by the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities (section 5310) Program Project Manager.

The Subrecipient shall be entitled to receive progress payments on the following basis. Upon completion of the described milestones (Exhibit "B") during the existence of this Agreement, the Subrecipient shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to NOACA along with the quarterly report by the 10th day of the month following the end of each quarter (January 10th, April 10th, July 10th, and October 10th). Any payment for which reimbursement is requested may be disallowed at NOACA's discretion if not properly documented, as determined by NOACA, in the required quarterly narrative progress report.

Upon NOACA's audit and review of such invoice and its review and approval of the invoice, NOACA, at the request of the Subrecipient, will make payments to the Subrecipient as the work progresses but not more often than quarterly. Invoices shall reflect 100% of allowable actual costs incurred, be numbered consecutively and submitted each quarter or at a less frequent, agreed upon interval until the project is completed. An electronic or paper copy of the Subrecipient quarterly invoice and quarterly narrative progress report is to be submitted to the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities Program Project Manager, as shown in the "Notices to the Parties" section of this Agreement. Quarterly narrative progress reports will be required throughout the useful life of the equipment purchased under this project Agreement. Additional annual reporting may be required of the by FTA at a schedule of its determination.

B. Final Payment: Final payment shall only be made upon determination by NOACA that all requirements have been completed. Upon such determination and upon submittal of a final invoice, NOACA shall pay all compensation due to the Subrecipient, minus all previous payments made.

The Subrecipient final invoice must be received by NOACA by no later than 30 days after the Project completion date specified in the "Time of Performance" section of this Agreement. NOACA may disallow, at its reasonable discretion, payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subrecipient under this Agreement exceed **\$63,326** (federal funding, 80%), and that the Subrecipient expressly agrees that it shall do, perform and

carry out in a satisfactory and proper manner, as reasonably determined by NOACA, all work and services described in the scope of services (Exhibit "A").

IV. Access to Records: The Subrecipient agrees that NOACA, FTA and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to the Project for the purpose of making audit, examination, excerpts and transcriptions.

The Subrecipient agrees that failure to carry out requirements set forth above in any material respect shall constitute a breach of contract and may result in termination of this Agreement by NOACA or such other remedy available under law.

V. NOACA's Designated Agent. NOACA's Executive Director designates Jim Thompson (or other designee) as NOACA's Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Manager for purposes of this Agreement only, except for executing amendments.

VI. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Agreement Number. The Subrecipient is required to have the Agreement Number on every document that is submitted to NOACA. The Agreement Number for this grant is **SEC5310-2020-BPK**. No document submitted to NOACA by the Subrecipient will be accepted without this number on the document.

VII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Invoice Number. The Subrecipient is required to have the Invoice Number on every invoice that is submitted to NOACA. The first invoice submitted shall be **SEC5310-2020-BPK-P1** then numbered successively afterwards (i.e. P2, P3, P4...). No invoice will be eligible for reimbursement without the Invoice Number.

VIII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Report Number. Reports shall be submitted quarterly, no later than the 10th day of the month following the end of each quarter (January 10, April 10, July 10, October 10). The Subrecipient is required to have the Report Number on every report that is submitted to NOACA. The first report submitted shall be **SEC5310-2020-BPK-R1** then numbered successively afterwards (i.e. R2, R3, R4...).

Attachment 1: SFY 2020 Section 5310 Program Recommendations

#	Applicant	Service Area	Request Details	QTY	Total Cost (100%)	Funding Request (Federal Share-80%)	Staff Capital Recommendation	QTY	Funding Recommendation
TRANSIT AGENCY RECOMMENDATIONS									
1	Greater Cleveland Regional Transit Authority	Cuyahoga County	Light Transit Vehicle	10	\$ 800,000	\$ 704,000	Replacement Vehicle	11	\$ 693,745
2	Laketran	Lake County	Light Transit Vehicle	14	\$ 1,995,728	\$ 1,596,582	Replacement Vehicle	3	\$ 289,253
Transit Agency Recommendation Total								14	\$976,998
COMPETITIVE PROGRAM RECOMMENDATIONS									
3	Berea	Berea	Light Transit Vehicle	1	\$65,541	\$53,232	Replacement Vehicle	1	\$ 53,232
4	Brook Park	Brook Park	Light Transit Vehicle	1	\$79,157	\$63,326	Replacement Vehicle	1	\$ 63,326
5	Catholic Charities	West Side Neighborhoods In Cleveland	Light Transit Vehicle	1	\$60,590	\$48,472	Expansion Vehicle	1	\$ 48,472
6	Cleveland Heights	Cleveland Heights	Accessible Mobility Van	1	\$56,000	\$44,800	Replacement Vehicle	1	\$ 44,800
7	Eliza Bryant Village	Cuyahoga County	14 Seat Passenger Van	1	\$57,795	\$46,210	Replacement Vehicle	1	\$ 46,210
8	Kolonia	Cuyahoga County	Light Transit Vehicle	3	\$206,991	\$165,591	Replacement Vehicle	1	\$ 44,500
9	Lakewood	City of Lakewood	LTV 12-2	1	\$56,950	\$45,560	Replacement Vehicle	1	\$ 45,560
10	New Avenues to Independence	Cleveland, Richmond Heights, Mentor, Palmsville	Modified Accessible Transit Van	3	\$114,931	\$91,945	Expansion Vehicle	1	\$ 35,496
11	Senior Transportation Connection	Cuyahoga County	Fleet Telematics System	1	\$ 6,168	\$4,934	Communications Equipment	1	\$ 4,934
12	Society for Handicapped Citizens of Medina County	Medina County	Ford Transit Rear loading	2	\$93,822	\$75,058	Replacement Vehicles	2	\$ 75,058
13	Southwest General Health Center	Southwestern Cuyahoga County, Northern Medina County	Accessible Vehicle	1	\$67,500	\$54,000	Replacement Vehicle	1	\$ 54,000
14	Strongsville	Strongsville	Light Transit Vehicle	1	\$60,000	\$48,000	Replacement Vehicle	1	\$ 48,000
15	United Cerebral Palsy Association of Greater Cleveland	Northeast Ohio	Light Narrow Transit Vehicles	2	\$131,570	\$105,256	Replacement Vehicle	1	\$ 42,428
16	Welcome House, Inc.	Cuyahoga County	Light Transit Vehicle	1	\$68,000	\$54,400	Replacement Vehicle	1	\$ 54,400
17	West Side Community House	Western Cleveland neighborhoods	Light Transit Vehicle 12-2	1	\$55,500	\$44,400	Expansion Vehicle	1	\$ 44,400
Competitive Program Recommendation Total								15	\$704,756
Program Total								30	\$1,681,754

NOACA accepted project proposals and applications from July 3, 2019 to August 7, 2019. NOACA received two transit project proposals requesting \$2,300,582 and 21 competitive applications from municipalities, non-profits, for-profits, and social service agencies requesting \$1,520,371. Project proposals and applications have been evaluated against program eligibility and prioritization criteria contained in the Program Management Plan. Project recommendations are attached.

FINANCIAL IMPACT

There is \$ 1,809,255 in FTA funds available to the Cleveland Urbanized Area from Federal Fiscal Year 2019. \$ 180,925 will be used by NOACA for program administration. There is an additional \$53,424 in carryover funds from previous years to be added to the available funding for projects, totaling \$ 1,681,754.

CONCLUSION/NEXT STEPS

Pending Board approval, NOACA will manage the SFY 2020 program to ensure the expenditure of available funding during the fiscal year, including the advancement of additional projects as approved by the Board should funding become available.

Attachment 1: SFY 2020 Section 5310 Program Recommendations

GG/t/3098b

EXHIBIT D

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
Invoice for Federal Reimbursement**

NOACA Contract #	SEC5310-2020-BPK	
Invoice #: <i>(Please number consecutively P1, P2, etc.)</i>		SEC5310-2020-BPK-P#
Submitted By	Project Manager, City of Brook Park	
Submitted To	Sarah White, NOACA Mobility Manager	
Date	Date Signed and Submitted TO NOACA	

City of Brook Park Certification

This is to certify that the work as shown on the attached Invoice has been completed and in no way represents any degree of duplication of payments that have been or will be received and that all the work covered by this invoice has been performed in accordance with the referenced Agreement.

NOTE: Amount Requested cannot exceed the encumbered amount of \$63,326

Payment Item	Participation %		Current Invoice	Total Previous Payments	Total Work Completed
Cost of Completed Deliverables	Total (100%)		\$0.00	\$0.00	\$0.00
	Federal	Local			
NOACA/Federal Share	(Max 80%)		\$0.00	\$0.00	\$0.00
Subrecipient Local Share		(Min 20%)	\$0.00	\$0.00	\$0.00
AMOUNT REQUESTED			\$0.00		

Milestone(s) Addressed by this Invoice:	
--	--

**Incomplete invoices or invoices submitted without milestone/status reports will be returned and payment may be delayed*

- Check here if purchase invoice is included (required for reimbursement)
- Check here if additional procurement quotes/materials are included (if applicable)
- Check here if proof of payment (e.g. cancelled check) is included (if applicable)
- Check here if this is the FINAL INVOICE for this project.

Project Manager, City of Brook Park

Date

NOACA Section 5310 Program Project Manager

Date

EXHIBIT E

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program
Quarterly Status Report**

Submitted By: City of Brook Park
Submitted To: Sarah White, NOACA Mobility Manager

Date:
Contract #: SEC5310-2020-BPK

Invoice #: SEC5310-2020-BPK-P#

Work Anticipated This Quarter:

Work Completed This Quarter:

Problems Encountered or Anticipated:

Note: Additional reporting may be required by FTA.

EXHIBIT F

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
NOACA Board Resolution**

INSERT HERE



NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

MEMORANDUM

TO: NOACA Board of Directors.

FROM: Grace Gallucci, Executive Director

DATE: December 6, 2019

RE: **Resolution No. 2019-057: Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Projects**

ACTION REQUESTED

The Board of Directors is asked to approve the SFY20 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Recommendations.

The Planning and Programming Committee and Transportation Subcommittee recommend this action.

BACKGROUND

The Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program addresses the special transportation needs of seniors and individuals with disabilities. NOACA seeks to eliminate barriers and improve transportation options in Northeast Ohio for older adults, individuals with disabilities, and people of low income through the coordination of resources and efforts of public transit operators, human service agencies, and other transportation providers. Furthermore, NOACA encourages the efficient and effective use of resources by eliminating gaps and redundancies in transportation services.

The total amount apportioned to the region for federal fiscal year 2019 was \$ 1,809,255, of which \$ 180,925 (10%) will be retained by NOACA for program planning and administration. The remaining \$ 1,628,330 is available to be programmed for new projects. NOACA has designated at least 60% of funding for transit agency project proposals and up to 40% for non-profits, for-profits, and government agencies awarded through a competitive application process. There are also carryover funds from previous years totaling \$ 53,424 which will be applied to this program of projects. The total funding available to be programmed for new projects this year is \$1,681,754. Capital projects are funded at 80% with a 20% local match from awardees. Transit agencies are eligible for operations funding at 50% federal funding with a 50% local match.

Total FFY 2019 Funding Amount	\$ 1,809,255
NOACA Admin Funds (10%)	(\$ 180,925)
Carryover Funds from Previous Years	\$53,424
Total Amount of Funding to be Programmed to Projects	\$ 1,681,754

**RESOLUTION NO. 2019-057
ENHANCED MOBILITY FOR SENIORS
AND INDIVIDUALS WITH DISABILITIES
(SECTION 5310) PROGRAM RECOMMENDATIONS**

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY**

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (NOACA) is the Metropolitan Planning Organization (MPO) for the counties of Cuyahoga, Geauga, Lake, Lorain, and Medina, and the City of Cleveland; and the areawide water quality management agency for the same region; and

WHEREAS, the Federal Transportation Administration (FTA) provides funding for the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program to address the special transportation needs of seniors and individuals with disabilities to eliminate barriers and improve transportation options in Northeast Ohio for older adults and individuals with disabilities; and

WHEREAS, as designated recipient for the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program for the Cleveland Urbanized Area (UZA), NOACA has the responsibility to administer the selection process for grants, ensure federal compliance, manage grant distribution, and oversee the projects receiving those federal funds; and

WHEREAS, available funding through federal fiscal year 2019 for the Cleveland UZA totals \$ 1,809,255 for the Section 5310 program; and

WHEREAS, up to 10% of a fiscal year's apportionment can be used for planning and administering the Section 5310 program by NOACA staff; and

WHEREAS, a solicitation for projects was issued, and projects were evaluated against the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio to develop recommendations; and

WHEREAS, the projects recommended are consistent with the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio, as required by FTA; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northeast Ohio Areawide Coordinating Agency, consisting of 45 principal officials serving general purpose local governments throughout and within the counties of Cuyahoga, Geauga, Lake, Lorain, and Medina, and the City of Cleveland that:

Section 1. Projects and funding amounts (as listed in Attachment 1) are approved for amendment to NOACA's 2018-2021 Transportation Improvement Program (TIP).

**RESOLUTION NO. 2019-057
ENHANCED MOBILITY FOR SENIORS
AND INDIVIDUALS WITH DISABILITIES
(SECTION 5310) PROGRAM RECOMMENDATIONS**

Section 2. The Executive Director is authorized to enter into contracts with appropriate entities, as needed, to implement the approved FFY2019/SFY2020 Section 5310 Program

Section 3. The Executive Director is authorized to transmit certified copies of this resolution to the appropriate federal, state, and local agencies.

Certified to be a true copy of a Resolution of the Board of Directors of the Northeast Ohio Areawide Coordinating Agency adopted this 13th day of December 2019.

Secretary: John R. Harmer

Date Signed: 12-13-2019

