

RESOLUTION NO. 18-11
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 16th
DAY OF May, 2011.

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO ENTER INTO AN AGREEMENT FOR FUNDING FOR THE CONSTRUCTION OF SIDEWALK EXTENSIONS AT BUS STOPS THROUGH THE GREATER DAYTON REGIONAL TRANSIT AUTHORITY'S JARC-NEW FREEDOM MVRPC GRANTS PROGRAM.

WHEREAS, the Greater Dayton Regional Transit Authority partners with the Miami Valley Regional Planning Commission to award JARC and New Freedom funds allocated to the region on a competitive basis and has the authority to administer grants from the Federal Transit Administration; and

WHEREAS, it has been determined that the "RTA Bus Stop Accessibility Project" is a transit-related capital project eligible to receive grant funding of eighty percent of the project cost up to \$25,344.00.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1: That the City Manager is hereby authorized and directed to enter into an Agreement, a copy of which is attached hereto as Exhibit "A," with Greater Dayton Regional Transit Authority for purposes of receiving federal grant funding for the RTA Bus Stop Accessibility Project.

Section 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED THIS 16 day of May, 2011.



Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 18-11, passed by the Council of the City of Centerville, Ohio on the 16th day of May, 2011.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the Charter
and Constitutional Provisions.
Department of Law
Scott A. Liberman
Municipal Attorney

2011
GREATER DAYTON REGIONAL TRANSIT AUTHORITY
JARC-NEW FREEDOM MVRPC GRANTS PROGRAM
PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date(s) at the end hereof, by and between the GREATER DAYTON REGIONAL TRANSIT AUTHORITY, hereinafter referred to as "RTA," and the City of Centerville, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, the Greater Dayton Regional Transit Authority (GDRTA) partners with the Miami Valley Regional Planning Commission (MVRPC) who awards JARC and New Freedom funds allocated to the region on a competitive basis and GDRTA is a designated recipient of federal funds and has the authority to administer grants from the Federal Transit Administration (FTA); and

WHEREAS, the RTA and Participant are desirous of mutually cooperating in the funding of a transit-related capital project, situated within the boundaries of the RTA's service area known as the "Bus Stop Accessibility Project", hereinafter referred to as the "Project"; and

WHEREAS, the RTA is willing to include said project in its federal grant application for JARC and New Freedom funds and manage said grants; and

WHEREAS, the Participant has approved this Agreement pursuant to Resolution/Ordinance No. _____, attached as an addendum to this Agreement; and

WHEREAS, as part of the JARC - New Freedom Grants Program, the Participant was authorized to be awarded a distribution not to exceed the project grant award of \$25,344 (80% of project costs of \$31,680) with a completion date of June 30, 2012, and the payment to the Participant will never be more than approved percentage of the actual cost of the approved Project and will not exceed the awarded amount.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. The Participant agrees to assume responsibility of administering the Project and to assume responsibility, as hereinafter described, for all future maintenance associated with the Project's result. The RTA agrees to tender to the Participant for the Project a maximum of 80 percent of actual eligible capital or 50 percent of actual eligible operating Project costs (see Attachment A), not to exceed the Project grant award of \$25,344.

2. The Participant agrees that the federal allocated funds referred to in paragraph 1 hereof will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of the RTA federal allocated funds for this Project be

used for any purpose other than that of the Project, the Participant will repay the RTA the amount improperly expended, and will do so within 14 calendar days of written notice to it by the RTA that such improper expenditure has occurred, stating therein the amount which the RTA believes has been misapplied.

3. The Participant agrees to supply RTA's Grants Administrator with statements or invoices indicating therein the amount of monies expended by the Participant in the furtherance of the Project. These statements, or invoices, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment, copies of checks supporting payments made, and the signature of a Participant Official to attest that payments were incurred in furtherance of completing the Project. The RTA will, upon receipt of such statements or invoices at the completion of the Project or as otherwise arranged, reimburse the Participant a maximum of 80 percent of the total eligible capital and 50 percent eligible operating Project costs, not to exceed the Project grant award of \$25,344 (see Attachment A). Should the RTA be of the opinion that any of the identified RTA's Federal allocated funds are expended for purposes other than the furtherance of the Project, the RTA may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the RTA has the authority to meet with the contractor, person or business entity engaged by the

Participant for the Project, and review documentation as it deems necessary to determine that the RTA's Federal allocated funds are being expended for Project purposes.

4. The Participant agrees that the RTA's federal allocated funds are to be expended by the RTA in its sole discretion, and that the RTA's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the RTA's federal allocated or non-allocated funds.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the RTA's federal allocated funds, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the RTA is legally authorized to inspect and make copies of the Participant's books regarding the Project and audit the receipt and expenditure of the federal allocated funds provided hereunder. The Participant, therefore, agrees to allow the RTA or its representatives, to enter upon its premises during regular business hours and to supply the RTA or its representatives, the book/financial records concerning the Participant's receipt and expenditure of the RTA federal allocated funds received by the Participant pursuant to this Agreement.

6. The Participant shall enter into and administer all construction, procurement and/or professional services contracts for the Project. The Participant agrees to adhere to all bidding procedures and regulations applicable to the Participant

and/or the RTA for the reasonable and prudent selection of any and all third parties for the Project. The Participant will provide RTA, upon RTA's request, with summary competitive bid documentation and/or quotations for work to be contracted for the Project.

7. The Participant acknowledges that the receipt of federal funds must be reported as stipulated by U.S. Office of Management and Budget ("OMB") Circular No. A-133. As such the RTA must receive an OMB A-133 Report from the Participant within a reasonable time after approval by the State Auditor if the Participant is in receipt of \$500,000 or more in federal awards in the year the JARC - New Freedom Grants Program funding is received. If the Participant does not receive \$500,000 or more in federal awards in the year the JARC - New Freedom Grants Program funding is received, then the Participant must provide a letter to the RTA stating such. For purposes of reporting, the JARC - New Freedom Grants Program's Catalog of Federal Domestic Assistance ("CFDA") Number is 20.507.

8. The Participant agrees that all documentation, financial records and other evidence of Project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code and the federal grantor agency for the JARC - New Freedom Grants Program. At a minimum, the Participant shall maintain such documentation, financial records and other Project records for a period of three (3) years after the completion or termination of the Project. The Participant agrees to notify

persons or business entities with which it does business in the prosecution of the work called for in the Project of the fact that such person or business entity is receiving public funds and that such funds may be audited by the RTA or its representatives even though the funds have been received by a private person or business entity.

9. The parties acknowledge that this Agreement is made pursuant to the JARC - New Freedom Grants Program and that the distribution of funds provided for herein is made pursuant to that Program and constitutes a distribution to the Participant there under.

10. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the RTA.

11. The Participant, or any person claiming through the Participant, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant violative of federal, state, or local laws, ordinances and regulations. Participant shall further abide by any and all rules and regulations governing the obtainment, collection, administration, and disbursement of federal, MVRPC, and JARC-Grant funds.

12. The Participant or its designee shall be the owner of all physical improvements constructed as part of the Project. The Participant shall be responsible for the continued

maintenance, repair and upkeep of all Project property, and such property shall be maintained in a safe, clean and aesthetically pleasing condition throughout its use by Participant or useful life of the Project improvement(s) which ever is later.

13. The Participant agrees to include RTA-provided signage at the construction site which communicates RTA's participation in the Project if the Participant is requested by RTA to do so.

14. The Participant agrees to provide the RTA with photographs that clearly display the improvements obtained through the Project (before and after photographs).

15. The Participant agrees to maintain the Project funded by JARC - New Freedom Grant Program dollars in such a way as for the Project to achieve its anticipated useful life, achieve a favorable appearance, and to contribute to the safety of all of those who come into contact with the Project/facility. Failure to comply with this requirement will cause the Participant to reimburse the RTA for its contributed funding. The RTA retains the right to inspect the Project/facility throughout its anticipated life to make determination of the Participant's adherence to this maintenance requirement.

16. The Participant agrees to complete this Project within the time frame stipulated at the execution date of this Agreement at which point this Agreement terminates. Application for reimbursement must be made within 60 days after this period expires, unless otherwise arranged, for the Participant to be assured of reimbursement.

~~17. To the extent permitted by law, the Participant will be~~

~~responsible for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the Participant, and its employees and officers, in connection with the completion of the Project. Participant will indemnify, save, and hold harmless RTA and its officers, agents, employees and representatives from any and all liability, including costs and expenses, resulting from any negligent or willful acts or omissions by Participant, or its officers, agents, employees and representatives, and for the failure to perform or comply with any of the provisions of this agreement. Notwithstanding the foregoing, the Participant does not waive any applicable immunities under Ohio law. Further, the Participant agrees to require any sub recipient of the funds hereunder to defend, indemnify and hold harmless the Participant and RTA and their officers, agents, employees and representatives for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the sub recipient participant, and its employees, officers, agents, successors or independent contractors; and, to the extent permitted by law, to require the sub recipient to pay all damages, costs and expenses of the RTA and the Participant in defending any action arising out of the aforementioned acts.~~

18. Either party may terminate this Agreement by serving written notice on the other party at least 14 calendar days

before the effective date of such termination as is mentioned in the notice conditioned that no work on the Project has been initiated.

19. RTA may terminate this agreement for any reason after work is initiated by providing written notice of same to Participant. If said Project is canceled by RTA after work has been initiated, the RTA is not obligated to reimburse for any expenses incurred up to that time. If reimbursement of expenses has occurred and the Project is canceled and/or this Agreement is terminated under paragraph 20, the Participant will return to RTA all funds provided by RTA under this Agreement for the Project.

20. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. However, if such invalid or unenforceable provision materially changes either party's responsibilities hereunder, either party may terminate this Agreement, subject to paragraphs 18 and 19.

21. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any

manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

22. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio and regulations of the Federal Transit Administration (FTA).

23. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2011

Signed and acknowledged in the presence of:

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

Witness By: _____
Executive Director

Witness

Name of Jurisdiction

Address

City State Zip Code

Witness By: _____

Witness By: _____

APPROVED AS TO FORM:

Dwight A. Washington, Attorney
For the Greater Dayton Regional Transit Authority

NEW FREEDOM (SECTION 5317) PROGRAM OF PROJECTS

Designated Recipient: Miami Valley Regional Planning Commission, Dayton Ohio

5317: FY 2009 and 2010 Apportionment: \$525,691

Total funds available this solicitation: \$473,121

Total number of subrecipients recommended for funding in this recommended Program of Projects: 6

LIST OF PROJECTS

Required subrecipient information includes: name of entity receiving the award, amount of award, location of the entity receiving the award and the primary location of performance under the award, including the city and/or county and Congressional District.

Subrecipient and type of Subrecipient	Category A or B	Program Description (Include Counties served)	Net Project Cost	Federal Share	Congressional District(s)	Location of Subrecipient
(1) Greater Dayton RTA - direct recipient	A	Transit amenity projects to improve mobility options by identifying and constructing high-priority sidewalk, bus pad and curb cut projects within GDRTA service area.	\$150,000	\$120,000 (capital)	OH 3, 7	Montgomery County, Ohio
(2) Greater Dayton RTA - direct recipient	A	Extend funding for Montgomery County Call Center/ mobility management to create one call center and broker trips among providers.	\$179,451	\$143,561 (Capital/Mobility management)	OH 3, 7	Montgomery County, Ohio
(3) Greene CATS- Transit System - direct recipient	A	Continuation of professional transportation for disabled teens served by Family Solutions Center.	\$113,381	\$56,890 (operating)	OH-7	Greene County, Ohio
(4) Greene CATS- Transit System - direct recipient	A	In cooperation with Xenia Adult Recreation and Services, purchase portable ramps for disabled.	\$1,958	\$1,566 (capital)	OH-7	Greene County, Ohio
(5) City of Centerville - subrecipient	A	Bus Stop Accessibility Project. Add concrete bus pads connecting sidewalks to curb in	\$31,680	\$25,344 - (capital)	OH-7	Montgomery County, Ohio

		multiple locations.				
(6) Jefferson Township (subrecipient)	A	Installation of sidewalks, curb cuts and bus pads along Germantown Pike to make multiple bus stops accessible to people with disabilities.	\$41,750	\$33,400 (capital)	OH - 3	Montgomery County, Ohio
(7) City of Moraine (subrecipient)	A	Installation of sidewalk on Big Hill Road connecting Dixie Highway and Kettering Blvd. to make transit stops accessible for people with disabilities served by the Montgomery County Educational Service Center and others.	\$40,700	\$32,560 (capital)	OH-3	Montgomery County, Ohio
(8) Washington Township (subrecipient)	A	Installation of sidewalk on Lyons Road closing a gap between Washington Church Road and Yankee Road to make transit stops accessible for people with disabilities living in the area or visiting medical offices or other facilities.	\$75,000	\$60,000 (capital)	OH - 3	Montgomery County, Ohio
		SUBTOTAL - OPERATING	\$113,381	\$56,690 -		
		SUBTOTAL - CAPITAL	\$520,539	\$ 416,431		
		TOTAL	\$633,920	\$473,121		

when school is not in session. Transportation during winter, spring and summer breaks to structured activities and treatment will be provided by this program using Greene CATS. This will ensure that transportation is the responsibility of professional drivers, in safe, well-maintained transit vehicles and the social service staff will be free to concentrate on the therapeutic needs of the clients. FSC will provide the 50% match required by the grant. The lack of transportation options for people with disabilities and other non-drivers, especially evenings and weekends, was identified as a significant gap in the locally developed Public Transit – Human Services Transportation Coordination Plan. Clients of FSC are considered disabled for the purposes of the Americans with Disabilities Act (ADA). The program will be expanded to include four (4) single-day school holidays. The grant is for 1 additional year of operations (through Spring Break of 2012). This is an operating project which can be funded at 50% with federal funds. Net Project Cost: \$60,766 Requested Federal Share: \$30,383

- 4 Applicant: Greene County Transit Board, in Partnership with Golden Age Senior Center, dba Xenia Adult Recreation and Services. XARSC Portable Ramps for the Disabled and Elderly. This application is for the purchase of portable, aluminum ramps which would be assigned to each of the XARSC lift-equipped vehicles. These ramps would allow individuals with mobility impairments the ability to safely leave their residences and ride on the Center's vehicles. Some elderly and disabled individuals in Greene County do not have, and cannot afford, a ramp to safely enter and leave their homes. The XASRC's drivers escort disabled individuals from their door to the vehicle and back. On occasion, some riders have had to "scoot" down the steps to leave their homes. These ramps will dramatically improve safety and comfort for certain riders and encourage them to utilize the available transportation service. This is a capital project which can be funded at 80% with New Freedom funds. Net Project Cost: \$1,958 Requested Federal Share: \$1,566

- 5 Applicant: City of Centerville: Bus Stop Accessibility Project. This project would construct concrete bus pads at multiple locations on GDRTA routes 14, 16, 17 and 23 that would connect the sidewalk with the curb, making those stops accessible for passengers using wheelchairs. Currently, the sidewalks are separated from the curb by a 6' to 12' grassy strip which makes accessing the bus difficult or impossible for anyone using a mobility device. The bus pads will be constructed within existing public right of way. Sites were identified in coordination with GDRTA and include bus stops on Cloyo, Bigger, Franklin, Far Hills, Main, Loop and other important thoroughfares in Centerville. This project will make fixed route transit more accessible throughout Centerville. Net Project Cost: \$31,680 Requested Federal Share: \$25,344

- 6 Applicant: Jefferson Township: RTA Bus Stop Safety and Accessibility. The project would construct sidewalks, curb cuts and a bus pad on the east side of Germantown Pike where it intersects with Liscum Ave. on both the north and south side of Liscum. On the west side of Germantown, an accessible bus pad will