

RESOLUTION NO. 42-10
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE 18th
DAY OF October, 2010.

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO ENTER INTO AN AGREEMENT FOR FUNDING FOR THE COMPLETION OF A SIDEWALK SECTION ALONG LOOP ROAD 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 "Completion of a Sidewalk Section Along Loop Road" Project is a transit-related capital project eligible to receive grant funding of eighty percent of the project cost up to \$47,968.00.

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 Completion of a Sidewalk Section Along Loop Road.

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

PASSED THIS 18th day of October, 2010.



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. 42-10, passed by the Council of the City of Centerville, Ohio on the 18~~th~~ day of October, 2010.

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

2010
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 "Completion of Sidewalk Section Along Loop Road", 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 \$47,968 (80% of project costs of \$59,961) with a completion date of June 30, 2011, 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 \$47,968.

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 \$47,968 (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 _____, 2010

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) DRAFT PROGRAM OF PROJECTS

Designated Recipient: Miami Valley Regional Planning Commission, Dayton Ohio

5317: FY 2008 Apportionment: \$218,344

Total Funds Available this solicitation: \$153,970

Total number of direct recipients and subrecipients applying in this DRAFT Program of Projects: 4

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)Greene CATS- Transit System -direct recipient	A	Continuation and expansion of the Greene County Travel training program	\$25,000	\$20,000(mobility management/ capital)	OH-7	Greene County, Ohio
(2) Greater Dayton RTA - direct recipient	A	Meeting Mobility needs (1 year)	\$126,000	\$63,000 (operating)	OH 3, 7	Montgomery County, Ohio
(3) City of Centerville (subrecipient)	A	Relocation and installation of accessible pedestrian signals in the City of Centerville to improve access to transit and the community	\$12,155	\$9,724 (capital)	OH - 3	City of Centerville, Montgomery County, Ohio
(4) City of Centerville (subrecipient)	A	Completion of sidewalk section along Loop Road to complete access to two (2) bus stops.	\$59,961	\$47,968 (capital)	OH-3	City of Centerville, Montgomery County, Ohio
(5) City of Englewood (subrecipient)	A	Installation of ADA compliant curb cuts and ramps to improve access to transit .	\$16,500	\$13,200 (capital)	OH-3	City of Englewood, Montgomery County, Ohio
		SUBTOTAL - OPERATING	\$126,000	\$63,000		
		SUBTOTAL - CAPITAL	\$ 113,616	\$ 90,892		
		TOTAL	\$239,616	\$153,892		

17657

those destinations. New Freedom funds would be used to underwrite half of the average cost of \$35 for these trips, with local GDRTA funds providing the local 50% match. This goes beyond the requirements of the ADA because it is outside of the required service area and/or hours of operations. The service would be for a one-year period, and an estimated 90 -100 round trips per month will be provided outside of the current paratransit service area and/or operating hours. This is an operating project which can be funded at 50% with New Freedom funds.
Net Project Cost: \$126,000 Requested Federal Share: \$63,000

- 3 Applicant: City of Centerville: Crosswalk Pushbutton Accessibility Project. This project would relocate crosswalk pushbuttons to heights and locations that are accessible to people using wheelchairs and people with visual impairments. Currently, some signal buttons in the City of Centerville are too high, on the wrong side of a pole, or separated from the sidewalk. In most cases, the project would relocate the button on the same poles, but in a position accessible to people using wheelchairs or the visually impaired. In a few cases, a free standing pedestal would be installed so that the button could be relocated from its current position, which is inaccessible. This goes beyond the requirements of the ADA because there is no requirement to relocate such buttons unless other signal upgrade work is performed, and none is planned in the foreseeable future. This is a capital project which can be funded at 80% with New Freedom funds.
Net Project Cost: \$12,155 Requested Federal Share: \$9,724

- 4 Applicant: City of Centerville: Loop Road Sidewalk Infill Project. This project would fill in a missing 900' section of sidewalk on Loop Road, just north of SR 725 which is served by GDRTA Route 14. The sidewalk would connect two bus stops which are currently in the grass buffer between Loop Road and the parking lot of Cross Pointe Center. At the bus stops, the sidewalks would be extended to form hard surface bus pads for access to the bus and for safe operation of a wheelchair lift as needed. The stops are the closest bus stops to RET's Technical College and to the stores and restaurants on the east end of the shopping center. The sidewalks would be in the current right-of-way, on flat ground and would have no environmental impact. The completion of this section of sidewalk would also allow access to other area businesses, professional buildings and employers. The City of Centerville will approach the owners of Cross Point Center to discuss improved connections to the new section of sidewalk through private property. This is a capital project which can be funded at 80% with New Freedom funds.
Net Project Cost: \$59,961 Requested Federal Share: \$47,968

- 5 Applicant: City of Englewood. Sidewalk Ramp Improvements to ADA Compliance. This project would provide improved accessibility for persons with disabilities to the public transit system within Montgomery County and improve access for all individuals within Englewood's central business district (near the intersection of SR 48 and National Road). The project will improve access at various locations by installing or improving sidewalk ramps to ADA standards within the targeted area. In addition to providing access to GDRTA bus stops, the project would improve access for people with disabilities to a variety of destinations, including the government center, a senior center, a post office and a library by improving the accessibility of the network of sidewalks. Funding available was not sufficient to meet the total request of the project sponsor, but because the nature of the project is flexible, a smaller, prioritized list of locations has been selected.
- This is a capital project which can be funded at 80% with New Freedom funds.
Net Project Cost: \$16,500 Requested Federal Share: \$13,200