

RESOLUTION NO. 2005-164

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH BELLAIRE PURITAS DEVELOPMENT CORPORATION FOR A TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE GRANT (TLCI) ON BEHALF OF BELLAIRE PURITAS DEVELOPMENT CORPORATION FOR A PLANNING STUDY FOR DEVELOPMENT ADJACENT TO THE PURITAS RAPID TRANSIT STATION

WHEREAS, the Greater Cleveland Regional Transit Authority controls, maintains, and operates Puritas Rapid Transit Station and is in the process of designing a new station; and

WHEREAS, the Northeast Ohio Areawide Coordinating Agency has awarded funds for a development planning project in the area of the Puritas Rapid Transit Station to the Greater Cleveland Regional Transit Authority; and

WHEREAS, the Greater Cleveland Regional Transit Authority is the co-sponsor of the application on behalf of the Bellaire Puritas Development Corporation and the only eligible legal recipient of these funds; and

WHEREAS, the Greater Cleveland Regional Transit Authority must enter into a sub-recipient agreement with the Bellaire Puritas Development Corporation passing all financial and legal requirements of the contract to them; and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including the provision of the local share of project costs. Bellaire Puritas Development Corporation will be made responsible for the local share and project implementation through a sub-recipient agreement with GCRTA; and

WHEREAS, the development of the area adjacent to the Puritas Rapid Transit Station will benefit the passengers and operations of the Greater Cleveland Regional Transit Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager/Secretary-Treasurer is hereby authorized to enter into a Sub-recipient Agreement in substantially the same form as attached with the Bellaire Puritas Development Corporation for the Puritas Rapid Transit Station planning efforts funded by NOACA under its TLCI program.

Section 2. That NOACA will fund the project for \$84,000 total, \$67,200 of which is federal and \$16,800 local funds.

Section 3. The required local match of \$16,800 will be contributed by Bellaire Puritas Development Corporation. GCRTA will have no financial responsibility under this contract. The Greater Cleveland Regional Transit Authority's only involvement will be as a stakeholder and to process the grant and invoices on behalf of Bellaire Puritas Development Corporation.

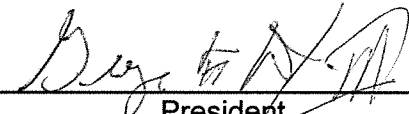
Section 4. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to accept the federal funds made available through NOACA, received pursuant to grants for which these applications are made, and to reimburse Bellaire Puritas as they expend such funds consistent with the provisions of the NOACA contract and the Sub-recipient Agreement.

Section 5. That the Sub-recipient Agreement is consistent with all local and federal regulations and statutes and will be implemented accordingly.

Section 6. That this Resolution shall take effect immediately upon its adoption and execution by the President of the Board of Trustees.

Attachments: Sub-recipient Agreement

Adopted: November 15, 2005

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

## Federal Funds Sub-recipient Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113 and Bellaire Puritas Development Corporation (hereinafter "Bellaire Puritas") located at 14701 Puritas Avenue, Cleveland, Ohio 44135.

WHEREAS, the GCRTA is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and in particular the Federal Transit Administration; and

WHEREAS, Bellaire Puritas is undertaking a mass transportation project (herein referred to as the "Project") within Cuyahoga County that will be funded in whole or in part by federal funds; and

WHEREAS the GCRTA will act as the recipient of federal funds for and on behalf of Bellaire Puritas permitting the pass through of federal funds for the Project, and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including the provision of the local share of project costs; and

WHEREAS, as a recipient of FTA funds, the GCRTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to include appropriate clauses in each subagreement stating a subrecipient's responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders.

NOW THEREFORE, in consideration of their mutual promises and the receipt of federal monies, the GCRTA and Bellaire Puritas agree as follows:

**1. Federal Law & Regulations.** Bellaire Puritas acknowledges that it is a subrecipient of federal funds and as such subrecipient agrees that it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees as they may be amended from time to time during the course of this contract including the FTA Master Grant Agreement (MA11), a copy of which is attached hereto. All FTA mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained in this herein. Bellaire Puritas shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request that would cause GCRTA to be in violation of FTA terms and conditions. Bellaire Puritas agrees to be bound by and

to require all of its subcontractors or subrecipients at any level to be in compliance with all mandatory federal requirements as they may be amended including, but not limited to:

- (a) Prompt payment of subcontractors - (49 CFR Part 26)
- (b) Restrictions on lobbying - (49 CFR Part 20)
- (c) Civil Rights - (49 USC 5332; 42 USC 2000d et seq.; 49 CFR Parts 21, 25, 26, 27, 37, 38, and 609; Title VII of the Civil Rights Act of 1964, as amended; 42 USC 2000e; 41 CFR Part 60 et seq.; Executive Order 11246; 20 USC 1681 et seq.; 42 USC 6101 et seq.; 49 USC 5301(d); 29 USC 794; 42 USC 12101 et seq.; 42 USC 4151 et seq.; 36 CFR Part 1192; 28 CFR Parts 35 and 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; 36 CFR Part 1194; 21 USC 1174 et seq.; 42 USC 4581 et seq., 42 USC 290dd-3 and 290ee-3)
- (d) Access to records (49 USC 5325(a))
- (e) Patent Rights - (35 USC 200 et seq.; and 37 CFR Part 401)
- (f) Employee Protections - (40 USC 3141 et seq.; 49 USC 5333(a); 40 USC 3701 et seq.; 29 CFR Part 5; 40 USC 3704; 29 CFR Part 1926; 18 USC 874; 29 CFR Part 3; and 29 USC 201)
- (g) Environmental requirements - (42 USC 4321-4335; Executive Order 11514; 49 USC 5324; 40 CFR Part 1500-1508; 23 CFR Part 771; and 49 CFR Part 662; 16 USC 470f; Executive Order 11593; 16 USC 470; and 16 USC 469a-469c)

**2. No Obligation by the Federal Government.** Bellaire Puritas and GCRTA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of this contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying contract; Bellaire Puritas further agrees to include this clause, without modification, in any contract issued hereunder.

**3. Indemnification.**

- A.** With respect to work performed by Bellaire Puritas, its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by Bellaire Puritas, its contractors or agents, or as a result of the performance of the Project work by Bellaire Puritas, its contractors or agents, and whether or not the persons

injured or whose property was damaged were third parties, employees of Bellaire Puritas or employees of any authorized contractor; and Bellaire Puritas shall at its own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.

- B.** Bellaire Puritas shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against any fines, penalties, all findings for recovery ordered or issued by any state or federal entity, and damages of any type due to the failure of Bellaire Puritas, or its contractors or agents to comply with any federal or state law, rule, regulation, and /or procedure. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.

**4. Named additional insured.** On every policy of insurance required by Bellaire Puritas of its subcontractors and subrecipients for this Project, the GCRTA shall be named as an additional insured.

**5. Audit and Inspection.**

- A.** Bellaire Puritas will keep records and documents for three (3) years following the completion performance of this contract or the Project, whichever occurs later. Such records and documents will be made available at reasonable times and places for inspection and copying by the GCRTA and/or the U.S. Department of Transportation, the Federal Transit Administration, the Ohio Department of Transportation and/or by any authorized representative thereof and will be submitted upon request, together with any other compliance information which may be required.
- B.** The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the Work shall have reasonable access to the Project site(s) and shall have the right to inspect all Work, records, drawings and data kept at the site or any office of Bellaire Puritas.

**6. No agent or contractor relationship.** It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. Bellaire Puritas shall have no authority, express or implied, to bind the GCRTA.

**7. Environmental Responsibilities.** In the administration and furtherance of the Project, Bellaire Puritas shall be responsible for planning, coordinating and conducting any required public involvement events, and for preparing documents, reports and other supporting materials summarizing the public involvement events to assist GCRTA in addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act. Bellaire Puritas shall expend reasonable efforts in achieving compliance with all public involvement commitments made as part of the Project's environmental clearance and/or permits.

**8. Procurement.** All goods and services for the Project shall be procured on a competitive basis and in compliance with Federal guidelines, including FTA Circular 4220.1E.

**9. Contract Administration.** Bellaire Puritas shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project and shall ensure their accuracy in both amount and in relation to the progress made on the Project. All invoices submitted to GCRTA shall include a clear statement of work performed in support of reimbursement, including milestones or percentage of work complete.



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

<b>TITLE/DESCRIPTION:</b> AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH BELLAIRE PURITAS DEVELOPMENT CORPORATION FOR A TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE GRANT (TLCI) ON BEHALF OF BELLAIRE PURITAS DEVELOPMENT CORPORATION FOR A PLANNING STUDY FOR DEVELOPMENT ADJACENT TO THE PURITAS RAPID TRANSIT STATION.	<b>Resolution No.:</b> 2005-164
	<b>Date:</b> November 10, 2005
	<b>Initiator:</b> Engineering & Project Management
<b>ACTION REQUEST:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

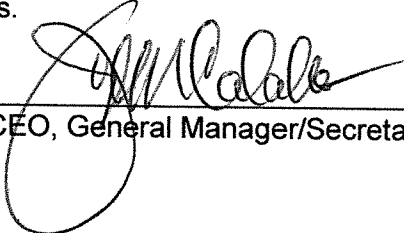
- 1.0 **PURPOSE/SCOPE:** This resolution authorizes the General Manager/Secretary-Treasurer to execute a Sub-recipient Agreement with the Bellaire Puritas Development Corporation to fund a development plan for the area around the Puritas Rapid Transit Station funded by the Northeast Ohio Areawide Coordinating Agency (NOACA) under its Transportation for Livable Communities Initiative (TLCI). GCRTA will be responsible for the project however; the purpose of this Sub-recipient Agreement is to shift all such responsibilities to Bellaire Puritas Development Corporation.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** NOACA sponsored the Transportation for Livable Communities Initiative (TLCI) grant program to provide funds for transportation related planning. The GCRTA and Bellaire Puritas Development Corporation co-sponsored a grant application for the development of a plan surrounding the Puritas Rapid Transit Station. The application was funded by NOACA. The program requires public agencies or transit authorities to be recipients of these funds. GCRTA must therefore be the recipient of the funds. A Sub-recipient Agreement will pass-through all of the contract requirements to Bellaire Puritas Development Corporation. GCRTA will merely be the legal conduit for the funds as well as a major stakeholder in the planning process. The planning will supplement the design of the Puritas Rapid Transit Station that is presently underway. The plan and its associated improvements and developments will enhance the rapid station environment and thereby benefit the passengers of GCRTA. This agreement puts the burden of responsibility to carry out all grant funded activities on Bellaire Puritas Development Corporation.
  
- 3.0 **PROCUREMENT BACKGROUND:** Does Not Apply.
  
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does Not Apply.
  
- 5.0 **POLICY IMPACT:** The completion of this plan is consistent with the Long Range Plan. It provides development potential and improvements to adjacent existing public transit facilities benefiting the community and enhancing the transit environment.
  
- 6.0 **ECONOMIC IMPACT:** The required local match of \$16,200 will be contributed by the Bellaire Puritas Development Corporation. GCRTA will not contribute monetarily to this project. GCRTA resources will be limited to staff time required to assist with the plan as a stakeholder and in the processing of invoices in accordance with the grant procedures for Bellaire Puritas Development Corporation.
  
- 7.0 **ALTERNATIVES:** GCRTA would be responsible for all program cost and fulfillment of all scope objectives of the study if it did not execute this Sub-recipient Agreement with Bellaire Puritas

Development Corporation. The proximity of the Puritas Rapid Transit Station and the area's development potential make this plan vital to GCRTA's interest, as it would enhance the station's appeal and ability to provide quality services to transit passengers.

8.0 RECOMMENDATION: The Planning and Development Committee of the Board of Trustees recommended that the resolution to execute the Contract for Services with NOACA be approved at their November 1, 2005 meeting.

9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



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CEO, General Manager/Secretary-Treasurer



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**3. Indemnification.**

- A.** With respect to work performed by Bellaire Puritas, its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by Bellaire Puritas, its contractors or agents, or as a result of the performance of the Project work by Bellaire Puritas, its contractors or agents, and whether or not the persons

injured or whose property was damaged were third parties, employees of Bellaire Puritas or employees of any authorized contractor; and Bellaire Puritas shall at its own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.

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- B.** The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the Work shall have reasonable access to the Project site(s) and shall have the right to inspect all Work, records, drawings and data kept at the site or any office of Bellaire Puritas.

**6. No agent or contractor relationship.** It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. Bellaire Puritas shall have no authority, express or implied, to bind the GCRTA.

7. **Environmental Responsibilities.** In the administration and furtherance of the Project, Bellaire Puritas shall be responsible for planning, coordinating and conducting any required public involvement events, and for preparing documents, reports and other supporting materials summarizing the public involvement events to assist GCRTA in addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act. Bellaire Puritas shall expend reasonable efforts in achieving compliance with all public involvement commitments made as part of the Project's environmental clearance and/or permits.

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