

RESOLUTION NO. 2006-235

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A
SUBRECIPIENT AGREEMENT WITH THE SENIOR TRANSPORTATION
CONNECTION OF CUYAHOGA COUNTY (STC)

WHEREAS, the Cuyahoga County Senior Transportation working group issued its final report on July 9, 2004, identifying the need for organizational alternatives to improve and expand the delivery of senior transportation services in Cuyahoga County; and

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) was a participating member of the Senior Transportation working group and is the appointing authority for one director to the Board of Directors of the STC; and

WHEREAS, on February 3, 2005, the Senior Transportation Connection of Cuyahoga County (STC) was incorporated in the State of Ohio as a non-profit corporation; and

WHEREAS, in December, 2005, the Board of Trustees authorized, by Resolution 2005-184, GCRTA's assistance to the STC; and

WHEREAS, the GCRTA desires to assist the STC by acting as a recipient and pass-through for Federal funds to the STC.

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

Section 1. That the Board of Trustees of the Greater Cleveland Regional Transit Authority hereby authorizes a subrecipient agreement with the Senior Transportation Connection of Cuyahoga County for the pass-through of Federal funds.

Section 2. That the General Manager is authorized to enter into a Subrecipient Agreement with the STC substantially in the form of the Agreement attached hereto as "Exhibit A."

Section 3. That the remaining terms of said Agreement shall be as is agreed to by the parties, as is permitted by State and Federal law, in accordance with this Board's Policies and all other regulations governing the conduct of the GCRTA.

Section 4. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to accept the Federal funds made available and received pursuant to grants for which these applications are made, and to reimburse the STC as it expends such funds consistent with the provisions of any Federal grant and the Subrecipient Agreement.

Section 5. That the Subrecipient 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: Federal Funds Subrecipient Agreement

Adopted: December 19, 2006



President

Attest: 

CEO, General Manager/Secretary-Treasurer

Federal Funds SubRecipient Agreement

This Agreement is made this day of 2006, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6th Street, Cleveland, Ohio 44113 and The Senior Transportation Connection of Cuyahoga County (hereinafter "STC") located at 323 Lakeside Avenue West, Suite 400, Cleveland, Ohio 44113.

WHEREAS, the GCRTA, a political subdivision of the State of Ohio, 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 (hereafter "FTA"); and

WHEREAS, the GCRTA will act as the recipient of federal funds for and on behalf of the STC, permitting the pass through of federal funds for the purchase of vehicles (the "project"); and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the GCRTA, 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 the STC agree as follows:

1. **Federal Law & Regulations.** The STC acknowledges that it is a subrecipient of federal funds and, as such subrecipient, agrees that in connection with the Project and its receipt of the federal funds, it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees or recipients as they may be amended from time to time during the course of this contract, including the FTA Master Grant Agreement (MA12), a copy of which is attached hereto as Exhibit 1. The STC shall be responsible for local match requirements, if applicable. All FTA-mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained herein. The STC shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request related to the subject matter of this agreement that would cause GCRTA to be in violation of FTA terms and conditions, federal law or federal regulations. For purposes of the Project, the STC 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 imposed upon recipients of federal funds 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)
 - (h) Buy America – (49 USC 5323 and 49 CFR Part 661).
- 2. No Obligation by the Federal Government.** The STC 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 Agreement and shall not be subject to any obligations or liabilities to the GCRTA, the STC or any other party pertaining to any matter resulting from the underlying agreement; the STC further agrees to include this clause, without modification, in any contract issued hereunder.

3. Indemnification.

- A.** With respect to work performed by the STC, 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 the STC, its contractors or agents, or as a result of the performance of the Project work by the STC, its contractors or agents, and whether or not the persons injured or whose property was damaged were third parties, employees of the STC or employees of any authorized contractor; and the STC 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 foregoing 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. The STC 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 the STC, or its contractors or agents to comply with any federal or state law, rule, regulation, and /or procedure in the course of the performance of the Project work by the STC, its contractors or agents. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.

C. Notwithstanding the foregoing, the STC shall have no obligation to indemnify the GCRTA or any of its officers, agents or employees for any liability, loss, damage or fines, penalties or findings for recovery to the extent arising from or based on any act, failure to act or non-compliance with any federal, state or local law, rule, regulation or procedure by the GCRTA or any of its officers, agents or employees.

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

5. Audit and Inspection.

D. The STC will keep records and documents relevant to this Agreement and the Project for three (3) years following the performance of this contract or the completion of 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 reasonably required.

E. 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) during the term of this Agreement or until the completion of the Project, whichever is later, for the limited purpose of inspecting the Project and related materials and shall have the right to inspect all work, records, drawings and data relevant to the Project kept at the site or any office of the STC.

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. Neither the STC nor the GCRTA shall have any authority, express or implied, to bind the other party.

7. Environmental Responsibilities. In the administration and furtherance of the Project, the STC shall be responsible for planning, coordinating and conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for 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; and for securing all necessary permits and approvals from all federal, state and local regulatory agencies. The STC shall be responsible for assuring compliance with all 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. The STC shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project, and the STC shall use its best efforts to ensure that invoices are accurate in all material respects 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. The GCRTA is waiving any fee it would normally charge for administration.

10. Availability of Funds. This Agreement is subject to the availability of appropriated funds and the STC's continued performance under the terms and conditions of this Agreement. The STC hereby commits and certifies that it will provide funds or require its sub-recipients to provide funds in an amount sufficient, together with the Federal contribution, to assure timely and full payment of the project costs as necessary to complete the project. The STC hereby commits and certifies that the local share of its financing will be provided from funding sources other than the Federal contribution or receipts or revenues from the project.

11. Miscellaneous.

F. Entire Agreement. This Agreement, including the Master Grant Agreement and the documents expressly referred to in the Master Grant Agreement or required by the Master Grant Agreement in connection with the award of federal funds, together all documents evidencing so-called "pre-award authority" and letter of no prejudice relating to the Project, collectively constitute the entire agreement between the parties relating to the Project and supersede all prior understandings and agreements, whether written or oral, that may relate to the Project.

G. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid or unenforceable effect or to delete such

provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

H. Governing Law. This Agreement shall be governed by federal law to the extent applicable to contracts for the award of federal funds and otherwise by the laws of the State of Ohio applicable to contracts made and to be performed wholly within the State of Ohio.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement as of the day and year first set forth above.

**Greater Cleveland Regional Transit Authority The Senior Transportation Connection of
Cuyahoga County**

By: _____

By: _____

Name: _____

Name: Janice M. Dzigiel

Title: _____

Title: Executive Director

EXHIBIT 1

FTA MASTER GRANT AGREEMENT (FORM MA12)

A copy of the Master Grant Agreement is attached hereto and incorporated herein by reference.



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

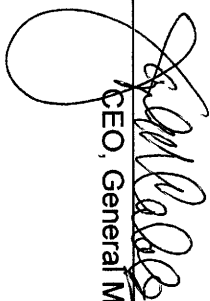
TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY (STC).	Resolution No.:	2006-235
	Date:	December 14, 2006
	Initiator:	Operations Division
	ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> 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 Senior Transportation Connection of Cuyahoga County (STC) for pass through of Federal funds and support for the Senior Transportation Program.
- 2.0 **DESCRIPTION/JUSTIFICATION:** As the result of a comprehensive strategic planning process, a new hybrid human service/public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County. As part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system. A Sub-recipient Agreement will pass-through all of the Federal requirements to STC. GCRTA will be the legal conduit for request and receipt of the Federal funds as well as support STC Federally funded projects.
- 3.0 **PROCUREMENT BACKGROUND:** Does Not Apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does Not Apply.
- 5.0 **POLICY IMPACT:** Does Not Apply.
- 6.0 **ECONOMIC IMPACT:** Any required local match will be contributed by the STC. In addition to grant request and receipt, GCRTA resources will support STC Federally funded projects.
- 7.0 **ALTERNATIVES:** Do not enter into an Sub-recipient Agreement. This would not allow GCRTA to pass through Federal funds earmarked for STC projects.
- 8.0 **RECOMMENDATION:** Staff recommends that the General Manager/Secretary-Treasurer be authorized to enter into a Sub-recipient Agreement with STC.

Staff Summary & Comments
Page 2

9.0 ATTACHMENTS: None.

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



CEO, General Manager/Secretary-Treasurer