

RESOLUTION NO. 2019-89

AUTHORIZING THE INTERIM CEO, GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY TO EXCHANGE OPERATING FUNDS FOR MEDINA COUNTY'S GRANT FUNDS AND TO PROVIDE FOR MEDINA COUNTY TO FUND A PORTION OF THE COST OF THE AUTHORITY'S 251 FLYER ROUTE

WHEREAS, the Federal Transit Administration ("FTA") apportions funds each year to the urban transit systems in Ohio under Section 5307 and Section 5339 of Title 49 of the United States Code ("Section 5307 and 5339"), based on their transit data; and

WHEREAS, Medina County operates Medina County Public Transit ("MCPT"), an urban public transit system; and

WHEREAS, in 2016, pursuant to an agreement with the City of Brunswick, MCPT assumed operation and control of the Brunswick Transit Alternative ("BTA") a public transit system previously operated by the City of Brunswick; and

WHEREAS, pursuant to Resolution No. 2016-120, the Authority entered into an agreement with Medina County that provided for the Authority to apply for and accept Medina County's share of federal Section 5307 and 5339 capital funds, use the federal funds in its capital program and disburse operating funds to Medina County for fiscal years 2017 and 2018; and

WHEREAS, pursuant to Resolution No. 2016-120, the Authority also entered into an agreement with the City of Brunswick to provide a portion of the cost of operating the Authority's 251 Flyer route, which serves residents of Medina County, for fiscal years 2017 and 2018; and

WHEREAS, Medina County is in need of operating funds and has asked GCRTA to apply for and accept its share of federal Section 5307 and 5339 capital funds and disburse operating funds to Medina County for fiscal year 2019 and to consider continuing this practice into the future; and

WHEREAS, Medina County is willing to provide the portion of the cost of operating the Authority's 251 Flyer route that had previously been funded by the City of Brunswick; and

WHEREAS, the Authority is willing to enter into an agreement with Medina County that provides for the Authority to apply for and accept Medina County's share of federal Section 5307 and 5339 capital funds and disburse operating funds to Medina County for fiscal year 2019 and for Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2019; and

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

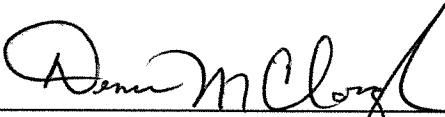
Section 1. That the Interim CEO, General Manager/Secretary-Treasurer is hereby authorized to execute an agreement with Medina County providing for (1) the Authority to apply for and accept Medina County's share of federal Section 5307 and 5339 capital funds and disburse operating funds ("Local Funds") to Medina County for fiscal year 2019; and (2) Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2019.

Section 2. That the Interim CEO, General Manager/Secretary-Treasurer is hereby authorized to apply for Medina County's share of federal Section 5307 and 5339 capital funds, use the federal funds in its capital program and disburse an equal amount, less Medina County's share of the funding for the Authority's 251 Flyer route, in Local Funds to Medina County.

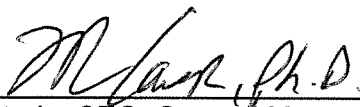
Section 3. That Medina County shall use the Local Funds only for the purpose of public transportation and shall be responsible for and hold the Greater Cleveland Regional Transit Authority harmless for any claims relating to the exchange of funds or misappropriation of the Local Funds.

Section 4. That this resolution is effective immediately upon its adoption.

Adopted: August 20, 2019



President

Attest: 

Interim CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE INTERIM CEO, GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY TO EXCHANGE OPERATING FUNDS FOR MEDINA COUNTY'S GRANT FUNDS AND TO PROVIDE FOR MEDINA COUNTY TO FUND A PORTION OF THE COST OF THE AUTHORITY'S 251 FLYER ROUTE	Resolution No.: 2019-89
	Date: August 15, 2019
	Initiator: Finance and Administration
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will authorize an agreement between Medina County and GCRTA to exchange capital funds allocated to Medina County Public Transit ("MCPT") under Sections 5307 and 5339 of Title 49 of the United States Code for operating funds. The agreement will also provide for Medina to fund a portion of the cost of the Authority's 251 Flyer Route.
- 2.0 DESCRIPTION/JUSTIFICATION: This resolution will authorize the Interim CEO, General Manager/Secretary-Treasurer to enter into an agreement with Medina County to exchange a portion of MCPT's Section 5307 and Section 5339 capital funds for local dollars. These are funds allocated by the Federal Transit Administration ("FTA") to MCPT in 2018 and 2019 totaling \$681,047.00. MCPT has requested this exchange because its need for operating funds outweighs its need for capital funds. The resolution also states that \$54,000 will be deducted from the transfer to MCPT to pay for a portion of the cost of the 251 Flyer route.
- 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: The economic impact on GCRTA will be an increase of \$681,047 in federal funds to the RTA Development Fund and a \$681,047, decrease in the RTA Operating Fund, Department 43 Pass Thru Account, less the \$54,000 portion for the Route 251 Flyer.
- 7.0 ALTERNATIVES: The GCRTA could reject MCPT's request and risk losing the use of these funds in the Cleveland Urbanized Area due to MCPT's inability to use these funds for capital expenditures.
- 8.0 RECOMMENDATION: It is recommended that this resolution be adopted to ensure that the Cleveland Urbanized Area does not forfeit these funds.
- 9.0 ATTACHMENT: Draft agreement with Medina County.

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



Interim CEO, General Manager/Secretary-Treasurer

DRAFT

AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND BOARD OF MEDINA COUNTY COMMISSIONERS

THIS AGREEMENT, entered into as of this _____ day of _____, 2019 by and between the Greater Cleveland Regional Transit Authority (hereinafter the "Authority" or "GCRTA"), having an office located at 1240 West 6th Street, Cleveland, Ohio 44113 and the Board of Medina County Commissioners, (hereinafter "Grantee") whose business address is 144 N. Broadway St., Medina, Ohio 44256.

WITNESSETH: THAT

WHEREAS, the Federal Transit Administration ("FTA") apportions funds each year to the urban transit systems in Ohio under Sections 5307 and Section 5339 of Title 49 of the United States Code ("Section 5307" and "Section 5339"), based on their transit data; and

WHEREAS, Medina County Public Transit ("MCPT") is an urban public transit system operated by Grantee; and

WHEREAS, FTA awarded Section 5307 and Section 5339 funds for FFY2018 and FFY 2019 to MCPT but MCPT will be unable to utilize all of these funds; and

WHEREAS, MCPT has a need for operating funds and, as a large urbanized transit system under the Cleveland urbanized area, cannot use its federal funds for operating expenses; and

WHEREAS, GCRTA could arrange to exchange federal Section 5307 and Section 5339 funds for local dollars; and

WHEREAS, GCRTA has agreed to accept Section 5307 and Section 5339 funds from FTA on behalf of MCPT; and

WHEREAS, GCRTA has previously provided transportation services known as the 251 flyer ("Transportation Services") under an agreement with the City of Brunswick, which previously operated the Brunswick Transit Alternative ("BTA"); and

WHEREAS, pursuant to an Asset Transfer and Merger Agreement ("Merger Agreement"), the City of Brunswick and Grantee transferred the assets and operational control of the BTA to Grantee, effective January 1, 2017; and

WHEREAS, the Merger Agreement provided for Grantee and the Authority to negotiate in good faith for the continuation of the Transportation Services beyond 2018.

WHEREAS, Grantee wishes to have GCRTA provide the Transportation Services for calendar year 2019; and

WHEREAS, GCRTA is willing to provide the Transportation Services; and

WHEREAS, Grantee is willing to pay for a portion of the Transportation Services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to set forth the terms and conditions upon which GCRTA will accept Section 5307 and Section 5339 funds from FTA on behalf of Grantee and disburse local dollars ("Operating Funds") to Grantee and the terms and conditions under which Grantee will use the Operating Funds.

SECTION 1: Based upon mutual consent between the Grantee and GCRTA, GCRTA will apply for and accept Six Hundred Eighty-one Thousand Forty-seven Dollars (\$681,047.00) consisting of \$39,782.00 of 2018 Section 5307 funds, \$534,771.00 of 2019 Section 5307 funds, \$17,941.00 of 2018 Section 5339 funds and \$88,553.00 of 2019 Section 5339 funds, on behalf of Grantee. GCRTA agrees to administer the federal funds pursuant to and in accordance with the terms of the applicable FTA grant agreement and conditions and within its capital program.

SECTION 2: Upon receipt of the Section 5307 and Section 5339 funds from FTA, GCRTA will transfer Six Hundred Twenty-seven Thousand Forty-seven Dollars (\$627,047) in Operating Funds to Grantee, which is the Six Hundred Eighty-one Thousand Forty-seven Dollars (\$681,047.00) requested less the amount of Fifty-four Thousand Dollars (\$54,000.00) for a portion of the cost of providing Transportation Services during calendar year 2019.

SECTION 3: The Grantee agrees to use the Operating Funds only for the purpose of public transportation.

SECTION 4: The parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth below, and that all prior agreements and understandings are merged into and contained in this Agreement.

SECTION 5: The Grantee shall be responsible for and hold GCRTA harmless from and against all findings for recovery issued by FTA or any other agency of competent jurisdiction, and any and all other claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses related to the application and/or disbursement of funds on behalf of Grantee under this Agreement or any misappropriation or use of the Operating Funds that is not in accordance with the terms of this agreement up to the total sum of funds transferred pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties, hereto have caused this Agreement to be made, effective as of the _____ day of _____, 2019, by their respective duly authorized officials.

Board of Medina County Commissioners

William F. Hutson
President of the Board

Greater Cleveland Regional Transit Authority

Floun'say R. Caver, PhD., Interim CEO,
General Manager/Secretary-Treasurer

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Sheryl King Benford, General Counsel
Deputy General Manager for Legal
Affairs