

RESOLUTION NO. 2021-76

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER 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 of Title 49 of the United States Code ("Section 5307") and Section 5339 of Title 49 of the of the United States Code ("Section 5339"), based on their transit data; and

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

WHEREAS, Medina County is in need of operating funds and as a large urbanized transit system under the Cleveland urbanized area, cannot use its federal funds for operating expenses; and

WHEREAS, Medina County has asked GCRTA to apply for and accept a portion of its share of federal Section 5307 and Section 5339 capital funds and disburse operating funds to Medina County for fiscal years 2020 and 2021 and to consider continuing this practice into the future; and

WHEREAS, Medina County wishes to have GCRTA provide transportation services known as the 251 Flyer route during 2021; and

WHEREAS, Medina County is willing to provide a portion of the cost of operating the Authority's 251 Flyer route; and

WHEREAS, the Authority is willing to enter into an agreement with Medina County that provides for the Authority to apply for and accept a portion of Medina County's share of federal Section 5307 and Section 5339 capital funds and disburse operating funds to Medina County for fiscal year 2021 and for Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2021.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute an agreement with Medina County providing for (1) the Authority to apply for and accept a portion of Medina County's share of federal Section 5307 and Section 5339 capital funds and disburse operating funds ("Local Funds") to Medina County for fiscal years 2020 and 2021; and (2) Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2021.

Section 2. That the General Manager, Chief Executive Officer is hereby authorized to apply for a portion of Medina County's share of federal Section 5307 and Section 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: July 27, 2021

President

Attest: _____
Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER 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.: 2021-76
	Date: July 22, 2021
	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 Section 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 General Manager, Chief Executive Officer 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 2020 and 2021 totaling \$640,000.00. MCPT has requested this exchange because its need for operating funds outweighs its need for capital funds. The agreement also states that \$20,250.00 will be deducted from the transfer to MCPT to pay for a portion of the cost of the 251 Flyer route for 2020 and \$54,000.00 for 2021.
- 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 \$640,000 in federal funds to the RTA Development Fund and a \$565,750, decrease in the RTA Operating Fund, Department 43 Pass Thru Account.
- 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.



General Manager, Chief Executive Officer

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

THIS AGREEMENT, entered into as of this ____ day of _____, 2021 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 (collectively, the "Parties").

WITNESSETH: THAT

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

WHEREAS, transit systems have three years to obligate their apportioned funds or the funds will lapse and return to FTA; and

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

WHEREAS, FTA awarded Section 5307 funds for FFY 2020 and FFY 2021 as well as Section 5339 for FFY 2020 to MCPT but MCPT will not be able to utilize all of these funds; and

WHEREAS, MCPT has a need for operating funds, but FTA funds apportioned to large urbanized areas cannot be used by any transit system for operating expenses; and

WHEREAS, GCRTA could arrange to accept Section 5307 and Section 5339 funds from FTA on behalf of MCPT and supply local dollars in exchange for those funds; and

WHEREAS, GCRTA has agreed to supply local dollars to MCPT in exchange for the Section 5307 and Section 5339 funds from FTA; and

WHEREAS, GCRTA provided 7.5 months of transportation services known as the 251 flyer ("Transportation Services") for January 1, 2020 through March 24, 2020 and again from August 9, 2020 through December 31, 2020 under an agreement with Grantee, for a total cost of \$33,750.00; and

WHEREAS, Grantee compensated GCRTA for three months in the amount of \$13,500.00 towards the cost of service for 2020, leaving a balance of \$20,250.00; and

WHEREAS, Grantee wishes to have GCRTA provide the Transportation Services for calendar year 2021; and

WHEREAS, GCRTA is willing to provide the Transportation Services during calendar

year 2021 at the same rate of \$4,500.00 per month, totaling \$54,000 for 2021; and

WHEREAS, Grantee is willing to pay that cost for the Transportation Services; and

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 Forty Thousand Dollars (\$640,000.00), consisting of Two Hundred Sixteen Thousand Seven Hundred Thirteen Dollars (\$216,713.00) of 2020 Section 5307 funds, Ninety-two Thousand Two Hundred Forty Dollars (\$92,240.00) of 2020 Section 5339 funds and Three Hundred Thirty-one Thousand Forty-seven Dollars (\$331,047.00) of 2021 Section 5307 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 Five Hundred Sixty-five Thousand Seven Hundred Fifty Dollars (\$565,750.00) in Operating Funds to Grantee, which is the Six Hundred Forty Thousand Dollars (\$640,000.00) requested less (a) Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00) for Transportation Services provided during 2020 and (b) Fifty-four Thousand Dollars (\$54,000.00) for Transportation Services to be provided during 2021.

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.

SECTION 6: All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person, delivered by bonded delivery service or sent by registered or certified mail, postage prepaid, and in any case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices sent by delivery service or commercial carrier shall be deemed effective and complete at the time of acceptance by delivery service or posting in accordance herewith. Notice shall be delivered or mailed to the parties at the addresses below:

Board of Medina County Commissioners

Shannon Rine
Director, Medina County Public Transit
6094 Wedgewood Rd.
Medina, Ohio 44256

Greater Cleveland Regional Transit
Authority

India L. Birdsong
General Manager, Chief Executive Officer
1240 West 6th Street
Cleveland, Ohio 441113

With a copy to the Deputy General
Manager for Legal Affairs

IN WITNESS WHEREOF, the Parties, hereto have caused this Agreement to be made,
effective as of the _____ day of _____, 2021, by their respective duly authorized
officials.

Board of Medina County Commissioners

Colleen Swedyk
President of the Board

Greater Cleveland Regional Transit Authority

India L. Birdsong
General Manager, Chief Executive Officer

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

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