

CITY OF BROOK PARK, OHIO

PIC 10-1-24 Service  
CA Prior 10-7-24/CAVENS 10-8-24  
1st R 10-18-24  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
etc \_\_\_\_\_

ORDINANCE NO: 11432-2024

INTRODUCED BY: MAYOR ORCUTT & C/w

**AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK'S  
PURCHASE OF A 2024 FORD TRANSIT 350 WHEELCHAIR VAN,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the City passed Resolution 12-2023 on August 22, 2023, authorizing a grant application to The Northeast Ohio Area Coordinating Agency (NOACA) For Enhanced Mobility Of Seniors And Individuals With Disabilities (Section 5310) Program-State Fiscal Year 2023 and

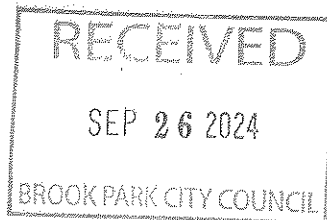
**WHEREAS**, the City has been awarded \$64,000 from NOACA for the purchase of one Ford 2024 Transit 350 Wheelchair Van; and

**NOW THEREFORE, BE IT ORDAINED**, by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The Mayor is hereby authorized, in the name of the City of Brook Park, to execute a contract with Mobility Works Commercial for the purchase of one Ford 2024 Transit 350 Wheelchair Van.

**SECTION 2:** The Mayor of the City of Brook Park is hereby authorized to be bound by all terms and conditions of the Northeast Ohio Areawide Coordinating Agency (NOACA) Contract for Services Agreement (Exhibit A).

**SECTION 3:** The Mayor of the City of Brook Park is hereby authorized to directly pay Mobility Works., under each such contract with the Ohio Department of Transportation in which the City of Brook Park participates, in the amount of \$81,174.24 for items it receives pursuant to the contract. The money needed for the aforesaid transaction shall be paid by the City from the Capital Improvement Fund #401. The City shall be reimbursed by an amount not exceeding \$64,000.00.




**SECTION 4:** That the City of Brook Park agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Brook Park releases and forever discharges the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Brook Park may have or claim to have against ODOT or its employees, unless such liability is found to be the result of negligent conduct on the part of ODOT or its employees.

**SECTION 5:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 6:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the purchase of one (1) Ford 2024 Transit 350 Wheelchair Van to be operated by the City of Brook Park's Office of Aging therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor

PASSED: October 15, 2024

  
 PRESIDENT OF COUNCIL

ATTEST: Carol Johnson  
 Clerk of Council


APPROVED:   
 MAYOR

10-16-24  
 DATE

**CERTIFICATE**  
 Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11432-2024 passed on the 15 day of October 2024 by said council.

Carol Johnson  
 Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<del>McCorkie</del>	<del><input type="checkbox"/></del>	<del><input type="checkbox"/></del>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.  
  
 DIRECTOR OF LAW



**NORTHEAST OHIO AREAWIDE COORDINATING AGENCY**

**Contract for Services (SEC5310-2024-BRKPRK)**

NOACA 2024  
Section 5310  
Program  
20.513  
CFDA NUMBER  
SEC5310-2024-  
BRKPRK  
AGREEMENT  
NUMBER

THIS AGREEMENT ("Agreement") is entered by and between the CITY OF BROOK PARK (the "Subrecipient"), a MUNICIPALITY and the NORTHEAST OHIO AREAWIDE COORDINATING AGENCY ("NOACA");

**W I T N E S S E T H:**

**WHEREAS**, NOACA desires to contract with the Subrecipient as sponsor for the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program, as evidenced by NOACA Board of Directors' Resolution 2023-054.

**WHEREAS**, the Subrecipient will assist NOACA in achieving the goals of the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program through **one (1) accessible vehicle** (the "Project"), which will support populations with specialized transportation needs and improve service efficiency; and

**WHEREAS**, the Project is consistent with the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio, as required by the Federal Transit Administration (FTA).

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Contract with the Subrecipient.** The Subrecipient agrees to oversee work as detailed in Section 2, the Scope of Services, in conformity with all applicable federal, state, and local laws to which the Subrecipient and NOACA and their respective employees are subject.

2. **Scope of Services.** The Subrecipient shall perform in a satisfactory, proper, and timely manner the work tasks set forth in this Section 2, upon receiving proper authorization as defined in such Scope. The Scope of Services shall not be altered without prior express, written consent of NOACA and the Subrecipient.

**2.1 Capital Asset(s)**

<b><u>DESCRIPTION*</u></b>	<b><u>TOTAL PROJECT COST</u></b>	<b><u>FEDERAL SHARE</u></b>	<b><u>LOCAL SHARE</u></b>
(1) accessible vehicle	\$80,000	\$64,000	\$16,000

(\*Must be specific and itemized. Items not listed in detail WILL NOT be eligible for reimbursement)

2.2 **Time of Performance.** The effective date of this Agreement shall be as of the last signature obtained for execution. All capital purchases made pursuant to this Agreement shall be complete within 18 months of said effective date, unless this Agreement is terminated earlier in accordance with Sections 6 or 7 or extended by agreement of the parties. This Agreement shall remain in effect through the useful life of the capital asset(s), and through a NOACA-approved disposition request if the asset(s) is(are) a vehicle(s).

The Subrecipient agrees to complete services as set forth in the Scope of Services and to invoice NOACA only for those services requested. The Subrecipient agrees to reimburse NOACA for any costs found to be ineligible for reimbursement by any state or federal agency whether due to audit or otherwise. NOACA reserves the right to make partial payments on any Agreement involving funds made available through any grant when necessary to conform to appropriation levels and funding availability.

Reimbursement to the Subrecipient shall not constitute a final determination by NOACA of the eligibility of any expense incurred by the Subrecipient and shall not constitute a waiver or release relating to any breach of this Agreement by the Subrecipient or any Project Contractor. NOACA will make a final determination of the eligibility of any cost charged to the Project after completion of the Final Audit and/or Project closeout.

**2.5 Required Information and Documentation.** The Subrecipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, as well as applicable current federal fiscal year certifications and assurances for the Section 5310 Program, to NOACA upon request or in accordance with the requirements of the appropriate program or other NOACA guidance. Subrecipient must submit all bids/quotes for vehicles and/or equipment to NOACA for compliance review prior to procurement.

The Subrecipient shall:

- a. Maintain and update a complete inventory of vehicles and equipment supplied through NOACA programs including the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program;
- b. Submit quarterly status progress reports to NOACA;
- c. Provide procurement documentation as required by Federal Transit Administration (FTA) Circular 4220.1F "Third Party Contracting Guidance" based on the Federal Acquisition Threshold for the Project. At minimum, provide NOACA staff with copies of quotes in advance of purchase for a compliance review. Also, copies of invoices from the chosen vendor and proof of purchase for all capital assets shall be provided;
- d. If the Scope of Services includes the purchase of vehicles, then upon delivery of such vehicles, schedule an on-site inspection with NOACA to verify receipt.
  - i. Provide access to the vehicle, including in-site confirmation of the Vehicle Identification Number (VIN)
  - ii. Provide copy of title
  - iii. Provide copy of insurance
- e. Provide to NOACA, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

## **2.3 Reporting**

### **a. Quarterly Reports**

Subrecipient quarterly status reporting of milestones is required for the first 12 months of the term of this Agreement. Subrecipients should provide these status reports (Exhibit "D" Quarterly Status Report) to NOACA, typically with due dates near to the 10<sup>th</sup> day of the month, of January, April, June, and October. Quarterly status reporting shall occur through at least one quarter after the capital asset procurement in which the capital asset is in use. NOACA may require additional reports after the Project's initiation period to meet state or federal reporting requirements or for planning purposes.

The Subrecipient shall provide capital asset information as requested by NOACA through the useful life of the asset, and through disposition if the asset(s) is(are) a vehicle(s).

### **b. Invoicing**

i. The Subrecipient shall submit to NOACA a capital Invoice (Exhibit "C") for items described in Section 2.1 of this Agreement as they are purchased or provided. All invoices shall be submitted by the Subrecipient and shall have proof of payment and required procurement documentation attached. The Subrecipient may submit only one Invoice per quarter following the purchase of the item(s). Vehicle invoices may be submitted up to 10 days prior to the anticipated vehicle delivery date. NOACA will review invoices against details specified in Section 2.1 of this Agreement, corresponding to the eligible capital expense incurred by the Subrecipient identified on the invoice.

NOACA may initiate invoice processing contingent upon a successful NOACA vehicle inspection after vehicle delivery.

ii. Project purchases shall be taken from the books of account kept by the Subrecipient. The Subrecipient shall have available copies of payroll distribution, receipted bills, or other documents reasonably required by NOACA. Subrecipients should invoice NOACA for Project costs incurred using a completed, signed, and dated version of Exhibit "C," Invoice for Federal Reimbursement, attached. The Subrecipient shall also submit quarterly status reports to NOACA in the form shown as Exhibit "D," Quarterly Status Report, without which payment by NOACA may be refused.

**2.4 Reimbursement.** The total estimated cost of the Project is **\$80,000** as shown in Section 2.1 and Exhibit "B." NOACA agrees to reimburse and/or invoice according to an agreed schedule (Exhibit "A") and in accordance with the provisions contained in Sections 2.1, 2.2, 2.3, and 2.4 of this Agreement for all authorized services performed in a satisfactory and timely manner by the Subrecipient. NOACA agrees that federal grant funds paid in accordance with this Agreement shall not exceed the Project maximum of **\$64,000**. All costs in excess of the Project maximum are to be paid by the Subrecipient. The Subrecipient agrees to submit to NOACA invoices or other required documentation with sufficient evidence of payment.

- f. Allow NOACA periodic access to assets purchased pursuant to this Agreement, as well responding to questions regarding the Section 5310-supported program services, in accordance with NOACA's FTA required Subrecipient monitoring program.

NOACA reserves the right to request additional information or documentation relating to the Project at any time during the term of this Agreement, as required by federal or state law or regulation or by NOACA's internal policies and procedures. The Subrecipient shall submit all information to NOACA's Section 5310 Project Manager as requested by NOACA or its agents.

**3. Transit Asset Management Reporting Requirements.** The FTA's Transit Asset Management (TAM) Final Rule requires Section 5310 Subrecipients that own, operate, or manage capital assets used to provide public transportation or Open Door Services, to submit an annual status report on their entire vehicle fleet servicing specialized populations, as well as safety information and any incidents to NOACA for inclusion in the FTA's annual National Transit Database (NTD) report.

"Public transportation services" are defined at 49 U.S.C. 5302(14) as regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income.

NOACA will review the Subrecipient's transportation services and make a determination of whether the TAM Final Rule reporting requirement applies to them. If it does, NOACA will coordinate the annual reporting requirement with the Subrecipient after the end of each State Fiscal Year, until the Subrecipient no longer operates federally-funded vehicles to provide transportation to specialized populations. If applicable, the TAM Final Rule reporting requirement obligations outlined in this Agreement will survive the term of this Agreement, as required by law.

**4. Sale, Disposition, or Encumbrance of Project Capital Assets.** Sale or disposition of Project capital assets shall be undertaken by the Subrecipient only after receiving NOACA's written approval (See Exhibit E: NOACA Vehicle Disposition Request Form). If applicable, upon disposition the Subrecipient shall refund to NOACA the Federal share of the Fair Market Value of the Project capital assets that do not meet minimum disposition criteria. The Subrecipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project capital assets.

**5. Required Insurance Coverage.** The Subrecipient shall purchase and maintain a comprehensive policy of insurance upon the Project capital assets. Said policy for vehicles shall be in effect throughout the period of time the Subrecipient owns such vehicles, and shall include:

- a. Collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project in an amount no less than the Federal participation rate of the fair market value.
- b. The Subrecipient is required to notify NOACA if there is theft of a vehicle that is not recovered, or if a vehicle is declared totaled or a total loss by an insurance company. In these cases, NOACA and the Subrecipient will work toward a suitable remedy to ensure the Project maintains its federal interest and the Project's reporting is up to date.

- c. Liability insurance shall protect FTA, NOACA, and the Subrecipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project capital assets by Subrecipient or by anyone directly or indirectly associated with the Subrecipient. Unless the Subrecipient receives the prior written permission of NOACA to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Subrecipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

6. **Termination of Contract for Cause.** If through any cause, except for cause beyond control of the Subrecipient, the Subrecipient fails to perform at the time set forth in the Scope of Services, time being of the essence, or fails to fulfill in any material respect its obligations under this Agreement; or if the Subrecipient has violated in any material respect any of the covenants, agreements or stipulations of this Agreement, any of which such occurrences shall be referred to as an Event of Default, NOACA shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date, which may be immediate. In such event, the Subrecipient shall be eligible for reimbursement for that portion of the work satisfactorily completed and accounted for prior to termination.

Whenever an Event of Default has occurred, NOACA may:

- a. direct the Subrecipient to comply with such orders of disposition of the Project capital assets and/or facility as NOACA may issue,
- b. direct the Subrecipient to return to NOACA the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from the Subrecipient disposition of the Project capital assets and/or facility,
- c. refuse to pay any invoices, and/or
- d. require reimbursement from the Subrecipient of all or any portion of the grant funds for any period of time that the Subrecipient has been in default.

7. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving at least seven (7) days advance written notice to the other party of such termination and specifying the effective date. If the Agreement is terminated by NOACA, the Subrecipient will be reimbursed for all of its services satisfactorily performed and accounted for up to that time. Acceptance of the sum so reimbursed shall constitute complete and final release by the Subrecipient of NOACA and the Subrecipient shall not be entitled to any further reimbursement nor will NOACA be liable for any further reimbursement, whether for damages or otherwise. Notwithstanding the fact that NOACA terminates this Agreement, the Subrecipient shall comply with all conditions to be eligible for reimbursement for that portion of the work which it completed prior to termination, and any other ongoing reporting requirements outlined herein.

8. **Changes.** NOACA or Subrecipient may request changes in the Scope of Services to be performed by the Subrecipient. Such changes mutually agreed upon by NOACA and the Subrecipient shall be incorporated in written amendments to this Agreement, and signed by both parties. Any changes to the Scope of Services or any other provisions of this Agreement, which are mutually agreed upon by NOACA and the Subrecipient, shall be incorporated in written amendments to this Agreement, and signed by both parties.

**9. Findings Confidential.** Any reports, information and data given to or prepared or assembled by the Subrecipient under this Agreement shall not be made available to any individual or organization by the Subrecipient without prior approval of NOACA unless required by law or unless dissemination of any such reports, information or data is in furtherance of the Subrecipient's services hereunder. All news releases or other public information relating to NOACA or contents of the Scope of Services contained in this Agreement must have prior approval of both parties unless subject to public records law.

**10. Responsibility of the Subrecipient.** The Subrecipient shall be responsible for professional quality, technical accuracy, and coordination of all services furnished by the Subrecipient and the chosen third-party contractor (to be approved by NOACA) under this Agreement. Upon request, the Subrecipient shall correct or revise, without additional compensation, any errors or deficiencies that occur in its services.

**11. Compliance with Federal, State, and Local Requirements.** The Subrecipient will fully comply with all applicable terms and conditions stipulated in the most current FTA Master Agreement, as amended.

- a. The FTA Master Agreement may be accessed at the Federal Transit Administration website at [www.fta.dot.gov](http://www.fta.dot.gov), including all applicable certifications and assurances.
- b. NOACA and the Subrecipient understand and agree that not every requirement within the Master Agreement will apply to the Project and those that do not apply will not be enforced.
- c. The Subrecipient will also fully comply with all other applicable federal, state, and local laws, rules, regulations, executive orders, and other legal requirements as they apply to the Subrecipient's responsibilities under this Agreement. Further, the Subrecipient will fully comply with any applicable provisions of NOACA's most current Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Management Plan (PMP), as amended.

**12. Audits and Inspection.** Upon reasonable advance notice, at any time during normal business hours and as often as NOACA or its auditor may reasonably deem necessary, the Subrecipient shall make available to NOACA, for examination, all records for a period of no less than three years from the date of final payment with respect to all matters covered by this Agreement, and will permit NOACA or its auditor to audit, examine, and make copies of transcripts from such records, and to make copies of all contracts, invoices, materials, payroll records, and to make copies of other data relating to all matters covered by this Agreement.

The Subrecipient shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred pursuant to generally accepted accounting practices. Those records which relate to a NOACA grant agreement, litigation, or settlement of claims arising out of such performance, or cost of items to which an audit exception has been taken, shall be maintained and made available for three years after the Subrecipient makes final payment and all other pending matters are closed.

NOACA will schedule on-site inspections during the useful life of the vehicle to monitor capital assets purchased through the Section 5310 Program. NOACA will require visual confirmation that the asset is still in service, as well as its VIN, condition, mileage, and other details relevant to ensuring the Project is in compliance with NOACA's Section 5310 Program.



13. **Equal Employment Opportunity.** The Subrecipient agrees to abide by any and all applicable equal employment opportunity laws, whether state or federal, and to use its best efforts to subcontract with disadvantaged business enterprises (DBEs) when possible. The Subrecipient shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and election for training, including apprenticeship. The Subrecipient further agrees that it will insert the foregoing provision in all of its subcontracts in connection with services provided; the Subrecipient further agrees to comply with all requirements of Title VI of the Civil Rights Act, 42 U.S.C. 2000d et seq., 49 C.F.R. Part 21.

a. **Disadvantaged Business Enterprise (DBE).** The Subrecipient agrees to comply with FTA regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, and implementing guidance FTA may issue. The Subrecipient should confirm and document that purchases meet this requirement, either through documentation from the vendor, manufacturer, FTA list of eligible transit vehicle manufacturers, which is updated periodically, or through other means.

14. **Interest of Members of the Subrecipient and Others.** No officer, member, or employee of the Subrecipient and no members of its governing body shall have any interest, direct or indirect, in this Agreement.

15. **Time of Execution and Reliance by NOACA on Prior Submissions.** The parties acknowledge that NOACA, in executing this Agreement, is relying upon the accuracy and truthfulness of information submitted to NOACA by the Subrecipient as requested by NOACA and supplied by the Subrecipient and such information is incorporated by reference in this Agreement.

16. **Bus Testing.** For any Agreement for a Project involving the purchase of a bus, the Subrecipient certifies that the model of bus was tested at an FTA approved Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The Subrecipient further certifies that it has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

17. **Buy America.** The Subrecipient agrees to comply with 49 U.S.C. subsection 5323(j)(13), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue, unless the current Buy America Waiver for small purchases below \$150,000, as defined in the FAST Act, applies.

Additionally, in response to the Build America, Buy America (BABA) Act included in the Bipartisan Infrastructure Law (BIL), DOT finalized a limited waiver of Buy America requirements for de minimis costs and small grants (88 FR 55817), applicable to awards obligated on or after August 16, 2023. The findings of this waiver are applicable to "DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which: the total value of the non-compliant product is not more than the lesser of \$1,000,000 or 5% of total applicable costs for the projects; or the total

amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000".

The Subrecipient should confirm and document that purchases meet this requirement, either through documentation from the vendor, manufacturer, or through other means.

**18. Anti-Lobbying (Receiving over \$100,000).** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any Subrecipient who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any Subrecipient who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOACA reserves the right to terminate this Agreement immediately for failure by Subrecipient to comply with any provision of this Section.

**19. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** The Subrecipient agrees to comply with 2 CFR § 200.216 ("Prohibition on certain telecommunications and video surveillance services or equipment"). Subrecipient will not use assistance awarded by FTA to procure or obtain, extend

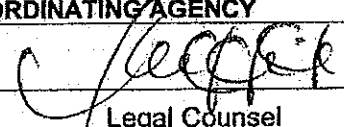
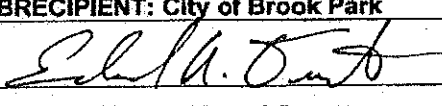
or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain covered "telecommunications and video surveillance services or equipment.

**20. Tax Liability and Felony Convictions.** No Subrecipient that is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, may have unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and which is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, nor may such Subrecipient have been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**21. Notices to the Parties.** Notices, reports, invoices, and other communications required under this Agreement shall be sent to the following representatives of the parties:

NOACA CONTACT	SUBRECIPIENT CONTACT
Leah Telepak, Program Manager	Paul Marnecheck, Commissioner of Economic Development
NOACA	City of Brook Park
1299 Superior Ave	6161 Engle Rd.
Cleveland, OH 44114	Brook Park, OH 44133
216.241.2414 ext 302	216-433-7032
LTelepak@mpo.noaca.org	PMarnecheck@CityofBrookPark.com
www.noaca.org	www.cityofbrookpark.com

IN WITNESS WHEREOF, the Subrecipient and NOACA have executed this Agreement as and for the date last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:  Legal Counsel	By: Executive Director & CEO
Date: 5/18/2024	Date:
SUBRECIPIENT: City of Brook Park	SUBRECIPIENT: City of Brook Park
By: Legal Counsel	By:  Mayor Edward Orcutt
Date:	Date: 6/4/2024

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

  
DIRECTOR OF LAW

**EXHIBIT A**

**Milestones and Budget**

TASKS	SCOPE OF WORK	ESTIMATED TOTAL COST	MILESTONES	SCHEDULE
1	Contract Begins	\$0	Fully executed contract between NOACA and SUBRECIPIENT	Quarter 1
2	Procurement Process	\$0	Follow federal procurement procedures to chose vendor	Quarter 1
3	Order AWARDED ITEM	\$0	Order AWARDED ITEM	Quarter 2
4	AWARDED ITEM delivery and inspection	<b>\$80,000</b>	Take possession of AWARDED ITEM, schedule NOACA inspection, invoice NOACA for up to AWARDED AMOUNT reimbursement	Quarter 3
5	Quarterly Reporting ends	\$0	Quarterly reporting for SUBRECIPIENT ends	Quarter 4 *if capital asset is put into service in Quarter 4, one additional report will be required
6	Contract end	\$0	Contract between NOACA and SUBRECIPIENT ends	Disposition of vehicle
TOTAL				

## EXHIBIT B

### **Reimbursement, Roles and Responsibilities**

I. Reimbursement: Total cost of the Project is **\$80,000**. NOACA agrees that the grant funds paid in accordance with this Agreement shall consist of a Federal amount not to exceed **\$64,000** (federal funding, 80%). A breakdown of this compensation is shown in the approved Project budget, which is attached and made part of this Agreement for financial reporting, monitoring and audit purposes (Exhibit "A"). Changes to the approved Project budget shall be made in accordance with the Agreement section entitled "Changes".

II. Method of Payment:

A. Payments: The **City of Brook Park** (Subrecipient) may bill NOACA for milestones no more frequently than quarterly. The bill must contain documentation of the milestone or percentage of work completed for acceptance by the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Manager.

The Subrecipient shall be entitled to receive progress payments on the following basis. Upon completion of the described milestones (Exhibit "A") during the existence of this Agreement, the Subrecipient shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to NOACA along with the quarterly status report by the 10<sup>th</sup> day of the month following the end of each quarter (January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>). Any payment for which reimbursement is requested may be disallowed at NOACA's discretion if not properly documented, as determined by NOACA, in the required quarterly narrative progress report.

Upon NOACA's audit and review of such invoice and its review and approval of the invoice, NOACA, at the request of the Subrecipient, will make payments to the Subrecipient as the work progresses but not more often than quarterly.

- a) Invoices shall reflect 100% of allowable actual costs incurred, be numbered consecutively and submitted each quarter or at a less frequent, agreed upon interval until the project is completed.
- b) An electronic or paper copy of the Subrecipient quarterly invoice and quarterly narrative progress report is to be submitted to the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities Program Project Manager, as shown in the "Notices to the Parties" section of this Agreement.
- c) Quarterly narrative progress reports will be required throughout the useful life of the equipment purchased under this project Agreement. Additional annual reporting may be required of the by FTA at a schedule of its determination.

B. Final Payment: Final payment shall only be made upon determination by NOACA that all requirements have been completed. Upon such determination and upon submittal of a final invoice by the Subrecipient, NOACA shall pay all compensation due to the Subrecipient, minus all previous payments made.

The Subrecipient final invoice must be received by NOACA by no later than 30 days after the Project completion date specified in the "Time of Performance" section of this Agreement. NOACA may disallow, at its reasonable discretion, payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subrecipient under this Agreement exceed **\$64,000** (federal funding, 80% ), and that the Subrecipient expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as reasonably determined by NOACA, all work and services described in the Scope of Services (Section 2).

IV. Access to Records: The Subrecipient agrees that NOACA, FTA and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to the Project for the purpose of making audit, examination, excerpts and transcriptions.

The Subrecipient agrees that failure to carry out requirements set forth above in any material respect shall constitute a breach of contract and may result in termination of this Agreement by NOACA or such other remedy available under law.

V. NOACA's Designated Agent. NOACA's Executive Director designates Leah Telepak (or other designee) as NOACA's Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Manager for purposes of this Agreement only, except for executing amendments.

VI. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Agreement Number. The Subrecipient is required to have the Agreement Number on every document that is submitted to NOACA. The Agreement Number for this grant is **SEC5310-2024-BRKPRK**. No document submitted to NOACA by the Subrecipient will be accepted without this number on the document.

VII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Invoice Number. The Subrecipient is required to have the Invoice Number on every invoice that is submitted to NOACA. The first invoice submitted shall be **SEC5310-2024-BRKPRK -P1** then numbered successively afterwards (i.e. P2, P3, P4...). No invoice will be eligible for reimbursement without the Invoice Number.

VIII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Report Number. Reports shall be submitted quarterly, no later than the 10<sup>th</sup> day of the month following the end of each quarter (January 10, April 10, July 10, October 10). The Subrecipient is required to have the Report Number on every report that is submitted to NOACA. The first report submitted shall be **SEC5310-2024-BRKPRK -R1** then numbered successively afterwards (i.e. R2, R3, R4...).

**EXHIBIT C**

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)  
Invoice for Federal Reimbursement**

<b>NOACA Contract #</b>	<b>SEC5310-2024-BRKPRK</b>
<b>Invoice #:</b> <i>(Please number consecutively P1, P2, etc.)</i>	<b>SEC5310-2024-BRKPRK -P#</b>
<b>Submitted By</b>	Project Manager, <b>Subrecipient name</b>
<b>Submitted To</b>	Adam Allen, NOACA Planner II
<b>Date</b>	Date Signed and Submitted TO NOACA

**The City of Brook Park Certification**

This is to certify that the work as shown on the attached Invoice has been completed and in no way represents any degree of duplication of payments that have been or will be received and that all the work covered by this invoice has been performed in accordance with the referenced Agreement.

*NOTE: Amount Requested cannot exceed the encumbered amount of \$64,000*

Payment Item	Participation %		Current Invoice	Total Previous Payments	Total Work Completed
<b>Cost of Completed Deliverables</b>	<b>Total (100%)</b>		\$0.00	\$0.00	\$0.00
	<b>Federal</b>	<b>Local</b>			
NOACA/Federal Share	(Max 80%)		\$0.00	\$0.00	\$0.00
Subrecipient Local Share		(Min 20%)	\$0.00	\$0.00	\$0.00
<b>AMOUNT REQUESTED</b>			\$0.00		

<b>Milestone(s) Addressed by this Invoice:</b>	
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*\*Incomplete invoices or invoices submitted without milestone/status reports will be returned and payment may be delayed*

- Check here if purchase invoice is included (required for reimbursement)
- Check here if additional procurement quotes/materials are included (if applicable)
- Check here if proof of payment (e.g. cancelled check) is included (if applicable)
- Check here if this is the FINAL INVOICE for this project.

\_\_\_\_\_  
Project Manager, Subrecipient Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
NOACA Section 5310 Program Project Manager

\_\_\_\_\_  
Date

**EXHIBIT D**

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program  
Quarterly Status Report**

**Submitted By: City of Brook Park**  
**Submitted To: Adam Allen, NOACA Planner II**

**Date:**  
**Contract #: SEC5310-2024-BRKPRK**

**Invoice #: SEC5310-2024-BRKPRK -P#**

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**Work Anticipated This Quarter:**

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**Work Completed This Quarter:**

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**Problems Encountered or Anticipated:**

**Note: Additional reporting may be required by FTA.**



**EXHIBIT E**

**NOACA Vehicle Disposition Request Form**

The purpose of this form is to request "the settlement of the federal interest in project property that is no longer needed for the originally authorized purpose." Disposition of your vehicle "allows the grant recipient and federal government to cash out on property that is no longer needed." Vehicles must meet requirements for disposition, including meeting Federal Transit Administration (FTA) minimum useful life age or mileage. If those criteria are not met for disposition, agency must request NOACA approve a disposition which may include repayment of current federal interest in vehicle.

Agency Name	
Agency Address	
Agency EIN	
Director/CEO/Manager	
Staff Contact (if different from Above)	
Staff Contact Email Address	
Staff Contact Phone Number	

**Vehicle Details Requesting Disposition**

#	Vehicle Identification Number (VIN)	Vehicle Make/Model	Vehicle Type* (see chart below)	Vehicle Model Year	Date Placed in Revenue Service	Date Removed from Revenue Service	Vehicle Mileage When Removed From Revenue Service	NOACA Funding Program (i.e. 5310, New Freedom)
1								
2								
3								

\*Vehicle Types: Sedan, Van, Mini-Van, Light Transit Vehicle (LTV), Light Transit Vehicle-Narrow (LTN), Bus, Other explain): \_\_\_\_\_  
 FTA minimum useful life by vehicle type can be found here:  
[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Grant%20Management%20Requirements%20Circular%205010-1E\\_1.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Grant%20Management%20Requirements%20Circular%205010-1E_1.pdf)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT F**

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)  
NOACA Board Resolution**

**INSERT HERE**