

AGREEMENT
BETWEEN
THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY
AND
ERIE COUNTY

This Agreement, made and entered into this _____ day of _____, 2014, by and between the NIAGARA FRONTIER TRANSPORTATION AUTHORITY ("NFTA"), a New York public benefit corporation with its principal office for the transaction of business at 181 Ellicott Street, Buffalo, New York 14203, and ERIE COUNTY, a New York municipal corporation with its principal office for the transaction of business at 95 Franklin Street, Buffalo, New York 14202.

WITNESSETH:

WHEREAS, Erie County has been awarded \$98,994 of Federal Transit Administration ("FTA") Fiscal Year 2012 Section 5317 New Freedom funding to expand access to transportation for senior citizens and disabled individuals in Erie County; and

WHEREAS, Erie County participated in a competitive process to select projects derived from a locally developed, coordinated public transit/human services transportation plan within the NFTA Service Area that go beyond Americans with Disabilities Act requirements; and

WHEREAS, the NFTA is the designated recipient of funding from the FTA in the Buffalo urbanized area; and

WHEREAS, the NFTA has agreed to apply to the FTA for the subject New Freedom funding; and

WHEREAS, the NFTA will be the recipient of the FTA New Freedom funding; and

WHEREAS, Erie County agrees to assume responsibilities as a subrecipient for such funds.

NOW, THEREFORE, in consideration of the mutual promises of the NFTA and Erie County as follows:

Article 1. PURPOSE

The purpose of this Agreement is to specifically outline the obligations, rights and responsibilities of the NFTA and

Erie County with respect to the transfer from the NFTA to Erie County of monies received by the NFTA from the FTA pursuant to the Section 5317 New Freedom Program. These monies shall hereinafter be referred to as "New Freedom Funds."

Article 2. ERIE COUNTY DUTIES AND OBLIGATIONS

Erie County agrees to comply with all of the relevant terms and conditions of the following, to the same extent as if Erie County was the intended capital assistance recipient:

The Grant Agreement to be executed by the NFTA and the FTA, a copy of which will be annexed hereto as Exhibit A.

The October 1, 2014 FTA Master Agreement, a copy of which is annexed hereto as Exhibit B, and any subsequent changes in federal requirements related thereto.

49 C.F.R. Part 18.

FTA Circular 4220.1F, a copy of which is annexed hereto as Exhibit C.

OMB Circular A-87, a copy of which is annexed hereto as Exhibit D.

FTA Circular 9045.1

Article 3. REIMBURSEMENT

All requests for disbursements to the NFTA shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature and propriety of the charges. No costs incurred prior to the date of Exhibit A shall be reimbursed unless specific written authorization from the FTA has been received. Erie County shall invoice the NFTA not more frequently than once per month. All invoices shall be certified by the Commissioner of Erie County Senior Services to be in compliance with the project scope as set forth in Exhibit A and all other relevant terms and conditions, including, but not limited to, those set forth in Article 2. NFTA has the ability to extend reimbursement to additional quantities of scope set forth in Exhibit A, given that such an extension does not modify the original intent of the Grant Agreement.

Article 4. AUDIT AND INSPECTION

Erie County shall permit the Secretary of Transportation and the Comptroller General of the United States, the FTA and the NFTA or their duly authorized representatives to inspect all work, data and records with regard to the project and to audit all of Erie County's books, records and accounts with regard to the Project. Erie County shall maintain all books, records and accounts regarding the project for a period of not less than three years from the date of final completion of the Project.

Article 5. EXECUTORY AGREEMENT

This Agreement shall be deemed executory only to the extent of New Freedom Funds received by the NFTA from the FTA for this project, and no liability shall be incurred by the NFTA for this project beyond such capital assistance.

Article 6. INDEMNIFICATION

Erie County agrees to defend, indemnify and hold harmless the NFTA, its members, agents and employees, from and against any and all claims, suits, causes of action, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of the New Freedom Funds provided by the NFTA pursuant to this Agreement, including, but not limited to, any and all claims, suits, causes of action, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of the third party contracts financed with the capital assistance provided by the NFTA pursuant to this Agreement. Further, in the event the FTA subsequently disallows any of Erie County's expenses or disbursements, Erie County shall reimburse the NFTA for the full amount of the disallowance within fifteen business days from the receipt of notification from the NFTA of said disallowance.

Article 7. TERMINATION

The NFTA reserves the right to terminate this Agreement for convenience in the event, for whatever reason, the New Freedom Funds, which is the source of funding for this Agreement, is no longer available. The NFTA has the right to terminate this Agreement for default in the event Erie County fails to comply with any of the requirements of this Agreement, including, but not limited to, all of the items referenced in Article 2. In the event of a termination for default the NFTA will notify Erie County of the default in writing. Erie County must rectify the default within fifteen business days from the date of the notice or this Agreement will automatically terminate. In the event of a termination the terms of Articles 4 and 6 shall remain in effect and binding upon Erie County.

Article 8. APPROVAL

The NFTA reserves the right to approve in writing any and all agreements, documents and/or expenditures to be funded with assistance provided pursuant to this Agreement. Neither an approval by the NFTA nor a decision not to request approval pursuant to this Article shall mitigate Erie County's responsibilities pursuant to this Agreement.

Article 9. FEDERAL SHARE PARTICIPATION

This Agreement is funded up to 80% with federal funds on the capital portion of the project and up to 50% on the operations portion of the project.

Article 10. NON FEDERAL SHARE PARTICIPATION

The FTA requirement to provide the non-federal/state share to the project is the responsibility of Erie County. The NFTA will not provide any funds in support of this project.

Article 11. DOCUMENTATION AND CORRESPONDENCE

Formal project documents related to FTA requirements, such as grant agreements and/or amendments, shall be submitted by Erie County to the NFTA and then by NFTA to the FTA. Erie County shall prepare these documents consistent with FTA project management requirements. Project reporting documents, such as Progress and Financial Status Reports, shall be submitted by Erie County to NFTA for transmittal to FTA. The NFTA will provide Erie County with full copies of project transmittals to FTA. The Commissioner of Erie County Department of Senior Services shall be the contact person for project management and implementation. The NFTA will be provided with copies of all project documents and correspondence that affect project implementation at the time of transmittal. The NFTA Manager, Government Affairs and Manager, Service Planning shall be the recipient of project correspondence. The respective responsibilities of the parties are outlined on the Project matrix, a copy of which is annexed hereto as Exhibit F.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

Kimberley A. Minkel, Executive Director

ERIE COUNTY

Mark Poloncarz, County Executive

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., JULY 24, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 15th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **twenty-fourth** day of **July, 2014 A.D.**, a Resolution was adopted, of which the following is a true copy:

WHEREAS, the Department of Senior Services submitted a grant application for New Freedom Mobility Project Funds under the Federal Transit Administration to increase transportation options for older adults and the disabled; and

WHEREAS, the Greater Buffalo-Niagara Regional Transportation Council (GBNRTC) has informed the Department of Senior Services of the award of \$98,993 in grant funds for the period September 30, 2014 through September 29, 2015; and

WHEREAS, the grant funds are to be utilized for the purpose of increasing transportation options for elderly and disabled persons; and

WHEREAS, the Department of Senior Services currently contracts with the Center for Transportation Excellence, LLC (CTE) and the Western New York Independent Living, Inc. (WNYIL) to provide transportation services to elderly and disabled under the New Freedom Mobility Grant Program; and

WHEREAS, the Department of Senior Services has identified transportation appropriations in the Areawide Agency on Aging (Title III-B), and New York State AAA Transportation Program (AAATRA) grants for the required local match.

NOW, THEREFORE, BE IT

RESOLVED, the County Executive be and is hereby authorized to enter into a contract with the Niagara Frontier Transportation Authority (NFTA) to operate a New Freedom Mobility Grant to increase transportation options for elderly and disabled persons for the period September 30, 2014 to September 29, 2015; and be it further

RESOLVED, the County Executive be and is hereby authorized to enter into contracts with CTE and WNYIL; and be it further

RESOLVED, that the budget for the New Freedom Mobility Grant 163FREEDOM1415, be established as follows:

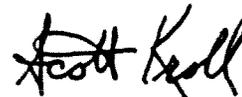
APPROPRIATIONS

| Account | Description | INITIAL BUDGET |
|---------|-----------------------------|-----------------|
| 516020 | Professional Services& Fees | \$82,977 |
| 916390 | ID Senior Services | |
| | Grant Services | <u>\$16,016</u> |
| | TOTAL APPROP | <u>\$98,993</u> |

REVENUES

| Account | Description | INITIAL BUDGET |
|---------|---------------|-----------------|
| 41400 | Federal Aid | <u>\$98,993</u> |
| | TOTAL REVENUE | <u>\$98,993</u> |

ATTEST



SCOTT W. KROLL

Clerk of the Legislature of Erie County

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., JULY 24, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 15th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the twenty-fourth day of July, 2014 A.D., a Resolution was adopted, of which the following is a true copy:*

and be it further

RESOLVED, that, the Director of Budget and Management is hereby authorized to adjust items of appropriations and revenues which may be impacted by changes to grantor awards; and be it further

RESOLVED and, if necessary, the County Executive is hereby authorized to execute amendments to the contract with CTE and WNYIL to effectuate adjusted funding levels; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Executive's Office, the Division of Budget and Management, the Comptroller's Office, and the Department Senior Services.

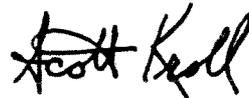
REFERENCE: COMM. 15E-8 (2014)

RECEIVED

JUL 25 2014

COMMISSIONER'S OFFICE
DEPT. OF SENIOR SERVICES
ERIE COUNTY, NEW YORK

ATTEST



SCOTT W. KROLL

Clerk of the Legislature of Erie County