

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY TO ENTER INTO AN AGREEMENT WITH THE TRUMBULL COUNTY BOARD OF COMMISSIONERS (THE "COUNTY") AND THE CITY OF WARREN ("WARREN") (COLLECTIVELY, THE "PARTIES") RELATIVE TO THE USE AND ADMINISTRATION OF FEDERAL GRANT FUNDS TO BE ISSUED BY THE FEDERAL TRANSIT ADMINISTRATION ("FTA"), WITH THE CONSENT OF THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT"), FOR THE WESTERN RESERVE TRANSIT AUTHORITY (WRTA) TO PROVIDE TWO FIXED ROUTES FOR PUBLIC TRANSIT SERVICES IN TRUMBULL COUNTY FOR A PERIOD OF ONE YEAR FROM MARCH 11, 2024, TO MARCH 11, 2025, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13334/2024

WHEREAS, the FTA has issued a grant in the amount of \$296,357 ("Federal Grant Funds") to fund the operation of two fixed bus routes in Warren, Trumbull County, Ohio that will run Monday through Friday (approximately 14.5 hours of revenue service per day and approximately 18.75 hours of total operational time per day, as described more fully in Exhibit A to the January 31, 2024 Memorandum of Understanding ("MOU") entered into by WRTA and the County relative to two fixed bus routes in Warren, Trumbull County, Ohio, a copy of which is attached hereto as Exhibit "A"), for the purpose of providing the Services; and

WHEREAS, ODOT has agreed to authorize the transfer of federal flex funds necessary to facilitate the issuance of the federal grant by the FTA so long as the County agrees to pay the Local Share Funds in the amount of \$296,357 (the "Local Share Funds") pursuant to the terms and conditions set forth in Exhibit "A"; and

WHEREAS, in order to advance the public interest and to make the Services available to the residents of Trumbull County, WRTA, and the County have agreed to work cooperatively together to administer and use the FTA Grant Funds and Local Share Funds in accordance with all applicable FTA and ODOT requirements and the terms and conditions set forth in Exhibit "A" hereto; and

WHEREAS, it is the intent of Warren to pay one-half (1/2) of the Local Share Funds identified in Exhibit "A" attached hereto to the County.

WHEREAS, in consideration of the mutually agreed upon promises and investments set forth above, the Parties hereby enter into the following MOU with respect to the payment of Local Share Funds identified in Exhibit "A" attached hereto for the Services; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: Payment - Upon the commencement of this MOU, the County shall issue an invoice to Warren in the amount of \$148,178.50, which represents one-half (1/2) of the Local Share Amount due and payable by the County in accordance with the term set forth in Exhibit "A" attached hereto. Within ten (10) days of Warren's receipt of the County's invoice, Warren shall pay \$148,178.50 to the County.

Section 2: Accountability of Funds - Upon receipt of Warren's payment, the County shall deposit Warren's payment into Trumbull County Funds No. 202-000-1024-1000-1-409000. Upon receipt of a monthly invoice from WRTA for the Services rendered by WRTA under Exhibit "A" attached hereto, the County shall pay such invoice by using funds received from Warren to pay one-half (1/2) of WRTA's monthly invoice. This procedure shall continue until the expiration date of Exhibit "A," or until the expenditure of all FTA Grant Funds under Exhibit "A," whichever is earlier unless Exhibit "A" is amended by written agreement of the parties attached hereto as Exhibit "A."

Section 3: Termination of Exhibit "A" - If Exhibit "A" is terminated prior to its expiration date or prior to the expenditure of all FTA Grant Funds, and if any Warren funds remain after the termination of Exhibit "A," then those remaining Warren funds shall be returned by the County to Warren, in accordance with the requirements of Ohio law.

Section 4: Severability - If any portion of this MOU is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties as set forth herein, and the remainder of this MOU shall remain in full force and effect.

Section 5: Waiver - Failure by any Party to enforce any of its rights under this MOU shall not constitute a waiver of any such rights. No waiver by either party of any breach of default shall be deemed to be a waiver of any preceding or subsequent breach or default.

Section 6: Governing Law - This MOU shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Ohio without regard to the principles of conflicts of law. The Parties agree that any dispute concerning this MOU shall be brought in a Court of competent jurisdiction in Trumbull County, Ohio.

Section 7: Execution - This MOU may be executed in counterparts (and by facsimiles or e-mail signatures), each of which shall be deemed an original and all of which shall constitute one and the same original agreement.

Section 8: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 24th day of April, 2024.

SIGNED: [Signature] ATTEST: [Signature]
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 4-24-2024

DATE APPROVED: 4-24-2024

[Signature]
MAYOR, CITY OF WARREN, OHIO

EXHIBIT A TO DRAFT NO. 0492

MEMORANDUM OF UNDERSTANDING
BETWEEN TRUMBULL COUNTY BOARD OF COMMISSIONERS AND THE CITY
OF WARREN
REGARDING PAYMENT FOR TWO FIXED BUS ROUTES IN TRUMBULL COUNTY

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on this 31st day of January, 2024, by and between the Trumbull County Board of Commissioners (the "County") and the City of Warren ("Warren") (collectively, the "Parties") relative to the use and administration of federal grant funds to be issued by the Federal Transit Administration ("FTA"), with the consent of the Ohio Department of Transportation ("ODOT"), for the Western Reserve Transit Authority ("WRTA") to provide two fixed routes for public transit services in Trumbull County for a period of one year from March 11, 2024, to March 11, 2025 (the "Services").

WHEREAS, the FTA has issued a grant in the amount of \$296,357 (the "Federal Grant Funds") to fund the operation of two fixed bus routes in Warren, Trumbull County, Ohio that will run Monday through Friday (approximately 14.5 hours of revenue service per day and approximately 18.75 hours of total operational time per day, as described more fully in Exhibit A to the January 31, 2024 Memorandum of Understanding entered into by WRTA and the County relative to two fixed bus routes in Warren, Trumbull County, Ohio, a copy of which is attached hereto as Exhibit 1), for the purpose of providing the Services; and

WHEREAS, ODOT has agreed to authorize the transfer of federal flex funds necessary to facilitate the issuance of the federal grant by the FTA so long as the County agrees to pay the Local Share Funds in the amount of \$296,357 (the "Local Share Funds") pursuant to the terms and conditions set forth in Exhibit 1 hereto; and

WHEREAS, in order to advance the public interest and to make the Services available to the residents of Trumbull County, WRTA and the County have agreed to work cooperatively together to administer and use the FTA Grant Funds and Local Share Funds in accordance with all applicable FTA and ODOT requirements and the terms and conditions set forth in Exhibit 1 hereto; and

WHEREAS it is the intent of Warren to pay one half (1/2) of the Local Share Funds identified in Exhibit 1 hereto to the County.

NOW, THEREFORE, in consideration of the mutually agreed upon promises and investments set forth above, the Parties hereby enter into the following MOU with respect to the payment of Local Share Funds identified in Exhibit 1 hereto for the Services:

1. Payment. Upon the commencement of this MOU, the County shall issue an invoice to Warren in the amount of \$148,178.50, which represents one half (1/2) of the Local Share Amount due and payable by the County in accordance with the terms set forth in Exhibit 1 hereto. Within ten (10) days of Warren's receipt of the County's invoice, Warren shall pay \$148,178.50 to the County.
2. Accountability of Funds. Upon receipt of Warren's payment, the County shall deposit

Warren's payment into Trumbull County Fund No. 202-000-1024-1000-1-409000. Upon receipt of a monthly invoice from WRTA for the Services rendered by WRTA under EXHIBIT 1 hereto, the County shall pay such invoice by using funds received from Warren to pay one half (1/2) of WRTA's monthly invoice. This procedure shall continue until the expiration date of Exhibit 1 hereto, or until the expenditure of all FTA Grant Funds under Exhibit 1 hereto, whichever is earlier, unless Exhibit 1 hereto is amended by written agreement of the parties to Exhibit 1 hereto.

3. Termination of Exhibit 1. If Exhibit 1 hereto is terminated prior to its expiration date or prior to the expenditure of all FTA Grant Funds, and if any Warren funds remain after the termination of Exhibit 1 hereto, then those remaining Warren funds shall be returned by the County to Warren, in accordance with the requirements of Ohio law.
4. Severability. If any portion of this MOU is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties as set forth herein, and the remainder of this MOU shall remain in full force and effect.
5. Waiver. Failure by any Party to enforce any of its rights under this MOU shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.
6. Governing Law. This MOU shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Ohio without regard to the principles of conflicts of law. The Parties agree that any dispute concerning this MOU shall be brought in a Court of competent jurisdiction in Trumbull County, Ohio.
7. Execution. This MOU may be executed in counterparts (and by facsimile or e-mail signatures), each of which shall be deemed an original and all of which shall constitute one and the same original agreement.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date set forth above.

TRUMBULL COUNTY BOARD COMMISSIONERS

Denny Malloy, Commissioner

Date: _____

Witness

Witness

Mauro Cantalamessa, Commissioner

Date: _____

Witness

Witness

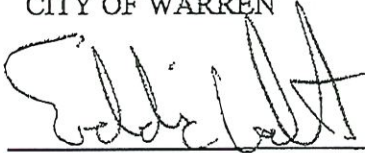
Niki Frenchko, Commissioner

Date: _____

Witness

Witness

CITY OF WARREN



By: Eddie Colbert, Director of Safety Services

Date: 3-20-24

Witness

Witness

FISCAL OFFICER'S CERTIFICATE

The undersigned, the County Auditor of the County of Trumbull, Ohio hereby certifies that the money required to meet the obligations of Trumbull County under Exhibit 1 to this MOU have been lawfully appropriated for the purposes set forth in Exhibit 1 to this MOU and are in the treasury of Trumbull County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

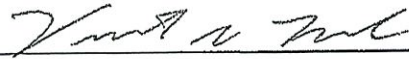
Dated: _____, 2024.

Martha C. Yoder, Trumbull County Auditor

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Auditor of the City of Warren, Ohio hereby certifies that the money required to meet the obligations of the City of Warren under this MOU have been lawfully appropriated for the purposes set forth in this MOU and are in the treasury of the City of Warren or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: 3 22, 2024.



Vincent S. Flask, Auditor
City of Warren, Ohio

		YES / NO	
		NO	YES
Johnson			
Hansen			
Greathouse			
Staffer			
Stanford			
Price			
White			
O'Brien			
Steinbeck			
Rucker			
Stovall			

REQUESTED BY:
JOHNSON

LAW DEPARTMENT
DRAFT NO. 0493

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT(S) FOR THE 2024 LOCAL ROAD PROJECT AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13335/2024

WHEREAS, the City of Warren has prepared plans and specifications for the project known as the 2024 Local Road Project; and

WHEREAS, the City of Warren deems the project necessary in the public interest, and it should be initiated at the earliest possible time; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and Director of Public Service and Safety be, and hereby are, authorized to advertise for bids for the 2024 Local Road Project in accordance with the study and plans on file in the office of the Director of Public Service and Safety. After advertising for bids according to law, the Mayor and Director of Public Service and Safety are hereby authorized to enter into any contract(s) which may be useful or necessary to accomplish the said project.

Section 2: That said contract(s) shall be paid for from funds properly allocated by the City Auditor.

Section 3: That the contract(s) shall first be approved by the Law Director, and the City Auditor be, and hereby is, authorized to disburse said funds upon receipt of proper vouchers, signed by the proper persons, for the stated purpose, and for no other purpose.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety. A further reason is so the project can be initiated at the earliest possible time during good construction weather. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 24TH day of APRIL, 2024.

SIGNED: [Signature] ATTEST: [Signature]
President of Council Clerk

FILED WITH THE MAYOR: 4-24-2024

DATE APPROVED: 4-24-2024

[Signature]
MAYOR, CITY OF WARREN, OHIO