



PRICING FOR CONTRACT #251-14
2014

Dedicated Mobility Access Vehicle

Customer Name: City North Royalton Office on Aging
Address: 13500 Ridge Rd
North Royalton, Ohio 44133

Please Return by _____
This Form must be completed and received
by the above date to ensure the timely
processing of your order.

Floor Plan _____ Order Qty.: 1

Contact Name: Judy Willey
Phone No.: 440-582-6333
Fax No.: _____
Email: jwilley@northroyalton.org

Items	Unit Price	Qty	Selected Option Price
Dedicated Mobility Access Vehicle (MV-1)	\$47,978.00	1	\$ 47,978.00
Optional Powered Ramp	\$ 1,320.00	1	\$ 1,320.00
Center Console	Included		
Rear Air Conditioning	\$ 1,995.00		\$ -
CNG System	\$13,700.00		\$ -
Oxygen Tank Securement	\$ 588.00	1	\$ 588.00
TOTAL			\$ 49,886.00
TOTAL CUSTOMER REQUESTED OPTIONS			\$ -
TOTAL VEHICLE COST INCLUDING OPTIONS			\$ 49,886.00

(SEE PAGE 2 ATTACHED)

X _____
PURCHASER'S SIGNATURE

Date

For pricing assistance, please contact Bud Graham:
6401 Seaman Rd., PO Box 167230, Oregon, OH 43616-7230
1-800-227-3572 FAX 419-836-8460

rev: 1/2/2014

*City's share
\$ 9,977.20 / 20%*

29,908.80 (80%)

Final cost 2015 vehicle

**CONTRACT BETWEEN
NOACA AND SUB-RECIPIENT
FY 2015**

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

Contract for Services (SEC5310-001-CNR)

THIS AGREEMENT entered into the 29th DAY OF SEPTEMBER, 2015 day of ~~INSERT MONTH~~, by and between the City of North Royalton (Sub-recipient), an OHIO NON-PROFIT CORPORATION 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 City of North Royalton as sponsor for specialized transportation for transit dependent individuals (the "Project"), as evidenced by NOACA Board of Directors' Resolution 2015-013.

WHEREAS, City of North Royalton will assist NOACA in achieving the goals of the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program through a vehicle purchase that will support the safety and satisfaction of target Section 5310 populations and improve service efficiency.

WHEREAS, the projects recommended are consistent with the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio, as required by FTA; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **Contract with the City of North Royalton.** The Grantee agrees to oversee work as detailed in Exhibit "A" in conformity with all applicable federal, state and local laws to which the City of North Royalton and NOACA and their respective employees are subject.
2. **Scope of Services.** City of North Royalton shall perform in a satisfactory, proper and timely manner the work tasks set forth in the attached Scope of Services (Exhibit "A"), upon receiving proper authorization as defined in this Scope. The Scope of Services shall become part of this Contract and shall not be altered without prior express, written consent of NOACA and City of North Royalton.

<u>DESCRIPTION</u>	<u>ORDER #</u>	<u>TOTAL PROJECT COST</u>	<u>FEDERAL SHARE</u>	<u>LOCAL SHARE</u>
(1) MV-1 (DMV)		\$49886	\$39908	\$9977

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3. **Time of Performance.** The effective date of this Contract shall commence upon signature by all parties. The term of this Contract shall conclude on December 31st, 2016, unless terminated earlier in accordance with Section 6 or extended by agreement of the parties. In any event, all services shall be completed on or before December 31st, 2016.

4. **Compensation.** The total estimated cost of the Project is **\$49,886** as shown in Section 2 and Exhibit "C." NOACA agrees to reimburse and/or invoice according to an agreed schedule (Exhibit "B") for all authorized services performed in a satisfactory and timely manner by the City of North Royalton. NOACA agrees that grant funds paid in accordance with this Contract shall not to exceed the project maximum of **\$39,908**. All costs in excess of the project maximum are to be paid by the City of North Royalton. The City of North Royalton agrees to submit to NOACA invoices with sufficient evidence of payment.

NOACA reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and funding availability.

5. **Method of Payment; Quarterly Status Reports.** All invoices shall be submitted by the City of North Royalton and shall have proof of payment attached. Invoices shall be taken from the books of account kept by the City of North Royalton. The City of North Royalton shall have available copies of payroll distribution, receipted bills or other documents reasonably required by NOACA. The invoices are to be in the form of Exhibit "D" attached. The City of North Royalton shall also submit to NOACA quarterly reports, in the form shown in Exhibit "E," without which payment by NOACA may be refused.

Capital: If not purchased for the recipient by NOACA, the City of North Royalton shall submit to NOACA a capital Invoice for items described in the "Scope of Services" of this Contract as they are purchased or provided. Grantee can 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. Upon receipt of an Invoice, NOACA will initiate the payment of the grant funds specified in the "Scope of Services" of this Contract, corresponding to the eligible capital expense incurred by the City of North Royalton identified on the Invoice.

Reimbursement to the City of North Royalton shall not constitute a final determination by NOACA of the eligibility of any expense incurred by the City of North Royalton and shall not constitute a waiver of any breach of this Contract by the City of North Royalton or any Project Contractor. NOACA will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

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6. **Required Information and Documentation.** The City of North Royalton, shall submit copies of all documents relating to this Contract, including all bids and financial reports, as well as applicable federal fiscal year 2015 certifications and assurances for the Section 5310 Specialized Transportation Program, to NOACA upon request or in accordance with the requirements of the appropriate program or other NOACA guidance.

The City of North Royalton, shall:

1. Maintain and update a complete inventory of vehicles and equipment supplied through NOACA programs including the Enhanced Mobility for Seniors and Individuals with Disabilities;
2. Submit quarterly progress reports to NOACA
3. Provide copies of purchase orders issued for all capital items; and budgets for operating expenses
4. Upon delivery of vehicles provide a Vehicle Delivery Checklist;

The Grantee shall submit all other information to NOACA's Section 5310 Project Manager as requested by NOACA or its agents.

7. **Sale, Disposition or Encumbrance of Project Equipment:** Sale or disposition of project equipment shall be undertaken by the City of North Royalton only after receiving NOACA's written approval. If applicable, upon disposition the City of North Royalton shall refund to NOACA the Federal share of the Fair Market Value of the project equipment that does not meet minimum disposition criteria.

The City of North Royalton shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any project equipment unless such action is authorized in writing by the Executive Director or other designated staff of NOACA.

8. **Required Insurance Coverage.** The City of North Royalton shall purchase and maintain a comprehensive policy of insurance upon the Project. Said policy (for vehicles) shall be in effect throughout the Project life and include 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. Liability insurance shall protect FTA, NOACA, and the City of North Royalton from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the project equipment by the City of North Royalton or by anyone directly or indirectly associated with the City of North Royalton. Unless the City of North Royalton receives the prior written permission of NOACA to carry a lower amount of insurance coverage, the minimum amount of liability insurance the City of North Royalton shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

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9. **Termination of Contract for Cause.** If through any cause, except for cause beyond control of the City of North Royalton, the City of North Royalton fails to produce 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 Contract; or if the City of North Royalton has violated in any material respect any of the covenants, agreements or stipulations of this Contract, NOACA shall have the right to terminate this Contract by giving written notice to the City of North Royalton of such termination and specifying the effective date, which may be immediate. In such event, City of North Royalton 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 City of North Royalton to comply with such orders of disposition of the project equipment and/or facility as NOACA may issue, (b) direct the City of North Royalton to return to NOACA the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from the City of North Royalton disposition of the Project Equipment and/or facility, (c) refuse to pay any invoices, and/or (d) require reimbursement from the City of North Royalton of all or any portion of the grant funds for any period of time that the City of North Royalton has been in default.

10. **Termination for Convenience.** Either party may terminate this Contract 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 Contract is terminated by NOACA, the City of North Royalton 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 City of North Royalton of NOACA and the City of North Royalton 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 Contract, the City of North Royalton shall comply with all conditions to be eligible for reimbursement for that portion of the work which it completed prior to termination.

11. **Changes.** NOACA may from time to time request changes in the Scope of Services to be performed by the City of North Royalton. Such changes, which are mutually agreed upon by NOACA and the City of North Royalton, shall be incorporated in written amendments to this Contract, signed by both parties.

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

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13. **Responsibility of the City of North Royalton.** The City of North Royalton shall be responsible for professional quality, technical accuracy and coordination of all services furnished by the City of North Royalton and any NOACA-approved third-party contractor under this Contract. Upon request, the City of North Royalton shall correct or revise, without additional compensation, any errors or deficiencies that occur in its services.

14. **Compliance with Federal, State and Local Requirements.** The City of North Royalton will fully comply with all applicable terms and conditions stipulated in the FTA Master Agreement, dated October 1st, 2012, as amended. The FTA Master Agreement may be accessed at the Federal Transit Administration Web site at www.fta.dot.gov, including all applicable certifications and assurances. NOACA and the City of North Royalton 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. The City of North Royalton 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 City of North Royalton's responsibilities under this Contract. Further, the City of North Royalton will fully comply with any applicable provisions of NOACA's Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program Management Plan (PMP), published in 2014 and any subsequent amendments (Exhibit "F").

15. **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 City of North Royalton 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 Contract 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 Contract. The City of North Royalton 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 15 years after date of resolution of such appeal, litigation, claim or exception.

16. **Reimbursement.** The City of North Royalton agrees to complete services as set forth in the attached Scope of Services (Exhibit "A") and to invoice NOACA only for those services requested. The City of North Royalton 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.

17. **Equal Employment Opportunity:** The City of North Royalton 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 City of North Royalton shall ensure that applicants are hired, and that employees are treated during employment, without regard

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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 City of North Royalton further agrees that it will insert the foregoing provision in all of its subcontracts in connection with services provided; the City of North Royalton 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.

18. **Interest of Members of the City of North Royalton and Others.** No officer, member or employee of the City of North Royalton and no members of its governing body shall have any interest, direct or indirect, in this Contract.

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

20. **Drug-Free Workplace.** The City of North Royalton agrees to comply with all applicable State and Federal law regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

21. **Buy America.** The City of North Royalton agrees to comply with 49 U.S.C. subsection 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue.

22. **Anti-Lobbying (Receiving over \$100,000).** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making lobbying contacts to 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 undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

Kelley Britt, Program Manager	Judy Willey, Director Office on Aging
NOACA	City of North Royalton
1299 Superior Ave	13500 Ridge Rd
Cleveland, OH 44113	North Royalton, OH 44133
216.241.2414 ext 211	440.582.6333
kbritt@mpo.noaca.org	jwilley@northroyalton.org
www.noaca.org	

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IN WITNESS WHEREOF, the City of North Royalton and NOACA have executed this Contract as and for the date first above written.

NORTHEAST OHIO AREAWIDE
COORDINATING AGENCY

By _____
NAME, TITLE

APPROVED AS TO LEGAL ADEQUACY
NOACA LEGAL COUNSEL:

Nancy Hancock Griffith, Esq.
BauerGriffith LLC

CITY OF NORTH ROYALTON

By Robt A. Nicks, Mayor
NAME, TITLE

APPROVED AS TO LEGAL ADEQUACY
CITY OF NORTH ROYALTON, LEGAL COUNSEL:

Thomas A Kelly
LEGAL COUNSEL NAME, Esq.
LAW DIRECTOR

Funds Encumbered by NOACA Purchase Order No.: XXXXX

EXHIBIT A

Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310)

I. General: The work to be accomplished is in support of the following Northeast Ohio Areawide Coordinating Agency (NOACA) Resolution No. 2015-013:

FFY 2015 Enhanced Mobility for Seniors and Individuals with Disabilities Program

To manage the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) program NOACA has set up a federal grant with U.S. Department of Transportation Federal Transit Administration (FTA) to access appropriated Section 5310 funds for the Cleveland Urbanized Area. For purposes of this document, NOACA is the designated recipient of these funds and the agency that will receive the funds is City of North Royalton ("organization").

II. Area Covered: All necessary services provided in this Contract will support the Enhanced Mobility for Seniors and Individuals with Disabilities project in the service area as outlined in the Scope of Services with work completed or subcontracted by the City of North Royalton.

III. Goal: The Enhanced Mobility for Seniors and Individuals with Disabilities program provides federal funding assistance for eligible entities to conduct or contract for operating or capital projects to serve the transportation needs of elderly persons and persons with disabilities.

SCOPE OF SERVICES

Project Description		
Strategy/Activity	Responsibility	Timeline

EXHIBIT B

Compensation and Method of Payment

I. Compensation: Total cost of the Project is **\$49,886**. NOACA agrees that the grant funds paid in accordance with this Contract shall consist of a Federal amount not to exceed **\$39,908**. A breakdown of this compensation is shown in the approved project budget, which is attached and made part of this contract for financial reporting, monitoring and audit purposes (Exhibit "C"). Changes to the approved project budget shall be made in accord with the Contract section entitled "Changes".

II. Method of Payment:

A. Payments: The City of North Royalton 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 for Mobility and Individuals with Disabilities (section 5310) Program Project Manager.

The City of North Royalton shall be entitled to receive progress payments on the following basis. Upon completion of the described milestones (Exhibit "C") during the existence of this Contract, the City of North Royalton 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 report by the 10th day of the month following the end of each quarter (January 10th, April 10th, July 10th, and October 10th). 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 City of North Royalton, will make payments to the City of North Royalton as the work progresses but not more often than quarterly. 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. An electronic or paper copy of the City of North Royalton quarterly invoice and quarterly narrative progress report is to be submitted to the NOACA Enhanced Mobility for Seniors and Individuals with Disabilities Program Project Manager, as shown in the "Notices to the Parties" section of this Contract. Quarterly narrative progress reports will be required throughout the useful life of the equipment purchased under this project Contract. 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, NOACA shall pay all compensation due to the City of North Royalton, minus all previous payments made.

The City of North Royalton final invoice must be received by NOACA by December 31st, 2016, which is no later than 30 days after the project completion date specified in the "Time of Performance" section of this Contract. 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 City of North Royalton under this Contract exceed **\$39,908**, and that the City of North Royalton 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 Exhibit "C."

IV. Access to Records: The City of North Royalton 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 City of North Royalton which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The City of North Royalton 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 Kelley Britt (or other designee) as NOACA's Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program Project Manager for purposes of this Contract only, except for executing amendments.

VI. Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Agreement Number. The City of North Royalton is required to have the Agreement number on every document that is submitted to NOACA. **The Agreement Number for this grant is SEC5310-001-CNR.** No document submitted to NOACA by the City of North Royalton will be accepted without this number on the document.

VII. Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Invoice Number. The City of North Royalton is required to have the Agreement number on every invoice that is submitted to NOACA. **The first invoice submitted shall be SEC5310-001-CNR-P1 then numbered successively afterwards (i.e. P2, P3, P4...).** No invoice will be eligible for reimbursement without the invoice number.

VIII. Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Report Number. Reports shall be submitted quarterly, no later than the 10th day of the month following the end of each quarter (January 10, April 10, July 10, October 10). The City of North Royalton is required to have the Agreement number on every report that is submitted to NOACA. **The first report submitted shall be SEC5310-001-CNR-R1 then numbered successively afterwards (i.e. R2, R3, R4...).**

EXHIBIT C

Milestones and Budget

TASKS	SCOPE OF WORK	ESTIMATED TOTAL COST	MILESTONES	SCHEDULE
1				
2				
3				
TOTAL				

EXHIBIT D

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

Submitted By: The City of North Royalton ("organization")
Submitted To: Kelley Britt, Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program Project Manager

Date: **Invoice #: SEC5310-001-CNR-P1**

Agreement #: SEC5310-001-CNR

Total Project Budget: \$49,886
Maximum Federal Share: \$39,908
Local Share: \$9,977

PROJECT PAYMENT PROCESS

	TOTAL COST	FEDERAL SHARE (MAXIMUM 80%)
Previous Invoices Submitted:	\$	\$
Current Invoice Amount:	\$	\$
Total Submitted To Date:	\$	\$
Percent Submitted To Date:	%	%
Percent Work Completed To Date:		%
Milestone(s) Addressed by this Invoice:		

By signature below, the City of North Royalton certifies that the above amount submitted was for work completed as shown on the attached detailed statement. For payments on this invoice the City of North Royalton requests reimbursement for the federal share of this invoice payment.

Eric Deam
City of North Royalton Project Manager

9/29/15
Date

NOACA Section 5310 Program Project Manager

Date

EXHIBIT E

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

Submitted By: The City of North Royalton ("organization")

Submitted To: Kelley Britt, Enhanced Mobility and Individuals with Disabilities (Sections 5310) Program Project Manager

Date:

Report #: SEC5310-001-CNR-R1

Agreement #: SEC5310-001-CNR

Total Project Budget: \$49,886

Maximum Federal Share: \$39,908

Local Share: \$9,977

Work Anticipated This Quarter:

Work Completed This Quarter:

Problems Encountered or Anticipated:

Note: Additional reporting may be required by FTA.

EXHIBIT F

**Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310)
Program Management Plan**

INSERT HERE