

RESOLUTION NO. 2003 - 017

AUTHORIZING THE EXECUTION OF A PROGRAMATIC AGREEMENT WITH THE
FEDERAL TRANSIT ADMINISTRATION AND THE OHIO STATE HISTORIC
PRESERVATION OFFICE FOR THE EAST SIDE TRANSIT CENTER PROJECT

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) may be allocated financial assistance from the Federal Transit Administration (FTA) through ODOT to construct a transit center in Cleveland, Ohio; and

WHEREAS, the FTA has determined that the Eastside Transit Center Project (PROJECT) may have an adverse effect upon properties included, or eligible for inclusion, in the National Register of Historic Places (REGISTER), and has consulted with the Ohio State Historic Preservation Office (OHPO) pursuant to the 36 CFR Part 800 Regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), as amended; and

WHEREAS, the GCRTA and the FTA and the OHPO wish to enter into a Programmatic Agreement addressing the requirements of historic preservation as prescribed by the National Historic Preservation Act; and

WHEREAS, the Authority, the Federal Transit Administration and the Ohio State Historic Preservation Office have reviewed the Programmatic Agreement for the East Side Transit Center; and

WHEREAS, the General Manager deems acceptance of the Programmatic Agreement to be in the best interest of the Authority, and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1: That the General Manager be and hereby is authorized to execute and enter into a Programmatic Agreement with the FTA and the OHPO for the East Side Transit Center Project compliance with the National Historic Preservation Act.

Section 2: That the terms of said agreement shall be as are agreed to by the parties subject to state and federal law, and this Board's policies and all other regulations governing the conduct of the Greater Cleveland Regional Transit Authority and shall be substantially in the form of the attached Agreement.

Section 3: That this resolution shall become effective immediately upon its adoption.

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Adopted: February 18, 2003



President

Attest: 

General Manager/Secretary-Treasurer

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL TRANSIT ADMINISTRATION, THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY,
AND THE OHIO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE CONSTRUCTION OF
THE EAST SIDE TRANSIT CENTER
CUYAHOGA COUNTY, OHIO**

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) has applied for financial assistance from the Federal Transit Administration (FTA) to construct transit improvements for the EAST Side Transit Center located in Cleveland, Ohio as described in Appendix 1 of this Programmatic Agreement; and

WHEREAS, the GCRTA and the FTA wish to consult and cooperate in addressing the requirements of historic preservation as prescribed by the National Historic Preservation Act; and

WHEREAS, the FTA has determined that the East Side Transit Center (PROJECT) may have an adverse effect upon properties included, or eligible for inclusion, in the National Register of Historic Places (REGISTER), and has consulted with the Ohio State Historic Preservation Officer (SHPO) pursuant to the 36 CFR Part 800 Regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), as amended; and

WHEREAS, the FTA will be legally responsible for carrying out the terms of this Programmatic Agreement (AGREEMENT) if financial assistance is authorized by the FTA for the PROJECT; and WHEREAS, the GCRTA has participated in the consultation process for this PROJECT and is a signatory to this AGREEMENT; and

WHEREAS, the GCRTA has contracted with cultural resource professionals meeting the Secretary of the Interior's Professional Qualifications Standards for Architectural History and Archaeology; and WHEREAS, the Cleveland Landmarks Commission, the Cleveland Restoration Society, Trinity Cathedral among all owners of historic buildings in the APE, have been invited to participate as Consulting Parties in the Consultation Process for this PROJECT; and

WHEREAS, the Area of Potential Effect (APE) for historic and archaeological resources has been established as described in the Appendix to this Agreement, as required by 36 CFR §800.16(d); and

NOW, THEREFORE, the FTA, the GCRTA and the Ohio SHPO agree that the PROJECT shall be administered in accordance with the following stipulations to satisfy the FTA's Section 106 review requirements for all undertakings and aspects of the project.

STIPULATIONS

The FTA will ensure that the following measures are carried out:

I. ARCHAEOLOGICAL RESOURCES

- A. The GCRTA, the FTA and the SHPO have coordinated in the development of an archaeological predictive model. In accordance with this predictive model that has been agreed upon by the GCRTA, the SHPO and the FTA, the GCRTA will apply the model to the Archaeological APE to determine which parcels will require field tests.
- B. The GCRTA will submit in writing to the SHPO a recommendation identifying the parcels requiring fieldwork. The SHPO shall respond within 30 days. The GCRTA may arrange for a meeting or conference call with the SHPO as necessary during the 30-day review period. The GCRTA will consider the SHPO comments and will consult further to reach agreement on the parcels to be tested.
- C. For each parcel requiring field tests, the GCRTA will conduct the field tests and make a recommendation regarding the need for further investigations. If further investigations are necessary, the GCRTA will make a recommendation regarding eligibility of the identified property. This information will be submitted to the SHPO as a field report. If possible, the field report will make recommendations regarding data recovery/treatment plans as described in the archaeological model.
- D. The GCRTA will notify the SHPO and other consulting parties when field tests are to be conducted. When field reports have been completed, the GCRTA will submit completed field reports to the SHPO for an expedited review. The SHPO will make a recommendation regarding concurrence with the field report within 15 days of receipt of the report. The GCRTA may assume concurrence if comments are not received within 15 days.
- E. The GCRTA will finalize the data recovery/treatment plan after comments, if any, are received and will implement the plan for each site (identified property) as agreed upon by the GCRTA and the SHPO.
- F. Within 180 days of the completed fieldwork and data recovery/treatment plans, the GCRTA will submit a formal report to the SHPO which documents the eligibility of the archaeological resources, efforts taken to minimize or mitigate any effects, the effects on the archaeological resources and recovery/treatment plans that have been implemented. If the report cannot be completed within 180 days, the GCRTA will submit to the SHPO a Management Summary listing the parcels tested and findings, and the estimated time of completion of the formal report. The GCRTA will then submit the formal report to the SHPO as soon as practical. The SHPO will respond to the recommendations regarding determinations made in the formal report, or Management Summary, within 30 days of receipt from the GCRTA.

II. ARCHITECTURAL RESOURCES

Historic architectural resources have been identified for this PROJECT and are detailed in **Table 1** of the Appendix. To identify these resources, the GCRTA used a phased identification methodology, which was developed in consultation with the SHPO. Consultation with SHPO is ongoing regarding eligibility of a few outstanding resources; those resources in which eligibility has yet to be determined have been noted in Table 1. Any additional architectural survey work that may be necessary and any subsequently discovered eligible properties shall utilize the methodology previously agreed upon.

The GCRTA shall apply criteria of effect identified in **Table 2** of the Appendix to the historic architectural resources in Table 1, and shall prepare a Determination of Effect Report (REPORT) on these resources. The GCRTA will submit the Report to the SHPO, the FTA and consulting parties within 7 days of completion. Any comments or views of consulting parties regarding the GCRTA's evaluation of eligibility and effect shall also be provided to the SHPO within 7 days of receipt.

For those components of the system that may visually affect historic resources (bus stations and ancillary facilities), the GCRTA has and will continue to develop design documents in consultation with the SHPO. These design submittals will serve as the baseline for the PROJECT and will be agreed upon by the GCRTA and the SHPO prior to the adoption of a final design. The SHPO and consulting parties will be afforded the opportunity to review and comment on the 30% Design Drawings and Determination of Effects Report. The SHPO and consulting parties shall respond within 30 calendar days to this design submittal pursuant to this AGREEMENT. Project design will continue and SHPO comments will be considered. The SHPO and consulting parties will be afforded the opportunity to review and comment on the 60% Design Drawings and Determination of Effects Report. The SHPO and consulting parties shall respond within 30 calendar days to this design submittal pursuant to this AGREEMENT. Project design will continue and SHPO comments will be considered. If necessary, the SHPO and consulting parties will be afforded the opportunity to review and comment on the 90% Design Drawings and Determination of Effects Report. The SHPO and consulting parties shall respond within 30 calendar days to this design submittal pursuant to this AGREEMENT. Project design will continue and SHPO comments will be considered. To facilitate these reviews GCRTA may hold review meetings with SHPO and consulting parties.

The SHPO will review and provide comments on the Report within 30 days, indicating concurrence with the effect determination, or requesting additional information to complete review, or disagreeing with the effect determination. The Consulting Parties may also provide comments to the GCRTA during this 30-day review period.

The FTA, the GCRTA, and the SHPO shall consult until concurrence has been reached regarding the effect determination. Any dispute regarding the effect determination shall be resolved consistent with the dispute resolution process of Section IV.

If adverse effects occur, the GCRTA may propose mitigation measures for adverse effects to historic properties. Mitigation measures will be determined based on the type and level of impact. GCRTA, FTA, SHPO and consulting parties will consult to reach agreement on mitigation measures.

The GCRTA will make a good faith effort to ensure that the design for the system infrastructure will minimize effects to identified historic properties and conform with the guidance contained in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (STANDARDS).

III. PROJECT MODIFICATIONS

Should changes be proposed to the PROJECT, GCRTA shall resubmit revised project drawings and a revised Determination of Effect to the SHPO in accordance with the steps identified in the Architectural Resources section of this AGREEMENT.

IV. DISPUTE RESOLUTION

If at any time during the implementation of this AGREEMENT, the GCRTA, the SHPO, or a Consulting Party objects within 30 days to any action proposed, or any failure to act pursuant to this AGREEMENT, they may file written objections with the FTA. However, prior to filing such objections, parties to this AGREEMENT shall attempt to resolve the dispute with the GCRTA before involving the FTA. The FTA shall notify the parties to this AGREEMENT of the objection, and then take the objection into account, consulting with the objector and at the objector's request, with any of the parties to this AGREEMENT, in order to resolve the objection. The FTA will facilitate resolution with any of the parties involved.

If the FTA determines that the objection cannot be resolved, then the FTA shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (COUNCIL). Within 30 days after receipt of all pertinent documentation, the COUNCIL will either:

1. Provide the FTA with recommendations, which the FTA will evaluate in reaching a final decision regarding the dispute; or
2. Notify the FTA that it will comment pursuant to 36 CFR Section 800.7(b) and Section 110(1) of the National Historic Preservation Act and then proceed to comment. Any COUNCIL comment provided in response to such a request will be taken into account by the FTA in accordance with 36 CFR Section 800.6(a)(1)(C)(ii) with reference to the subject of the dispute.

Any recommendation or comment provided by the COUNCIL will be understood to pertain only to the subject of the dispute, the FTA's responsibility to carry out all actions under this AGREEMENT that are not the subject of the dispute will remain unchanged.

V. MONITORING

The COUNCIL and the SHPO may monitor activities carried out pursuant to this AGREEMENT, and the COUNCIL will review such activities if so requested.

VI. DISCOVERY

In the event archaeological or historic properties are discovered or unanticipated effects on historic properties occur during construction, the following steps will be taken to avoid, minimize or mitigate adverse effects to such properties. Steps established in 36 CFR §800.13 shall guide the GCRTA and the SHPO.

1. GCRTA will have a project archaeologist available to consult in the event of the discovery of historic properties or unanticipated effects on historic properties.
2. Project construction contractors will be advised of those areas of the ESTC which have a greater potential for undiscovered historic properties based on the archaeological predictive model described in part one of this AGREEMENT.
3. Project construction contractors will be advised to notify the GCRTA ESTC Project Manager in the event of the discovery of historic properties or an unanticipated effect upon a historic property. Work in the immediate area of the discovery shall be

suspended to allow GCRTA ESTC staff to visit the site, to take photographs of the area and to make a threshold determination if the GCRTA ESTC archaeologist should visit the site.

4. In the event the GCRTA ESTC Staff determines the discovered historic property or unanticipated effect upon a historic property to be significant, the GCRTA ESTC archaeologist will examine the site within 48 hours, compare it to sites found during the testing phase, record/document/photograph the site, and assess the site's eligibility for the National Register.
5. In the event that the GCRTA ESTC archaeologist determines that the site is potentially eligible for the National Register, then the GCRTA ESTC Project Manager shall notify the SHPO and the FTA with recommendations regarding the site's eligibility and various treatment options. GCRTA may also notify Cleveland Landmarks Commission, Cleveland Restoration Society or other consulting parties as appropriate.
6. SHPO may visit the site and will respond to information from GCRTA ESTC Project Manager with an opinion on treatment recommendations within 48 hours.
7. In the event the site is determined to be eligible for the National Register, the agreed upon treatment recommendations will be carried out before construction in the immediate area of the discovery of the historic property or the unanticipated effect upon the historic property. The GCRTA ESTC archaeologist will submit a report detailing the significance of the site, describing its features and the results of the treatment carried out. This report will be submitted to SHPO within 30 days of completion of treatment.

VII. AMENDMENTS

Any party to this AGREEMENT may request that it be amended. Any amendments shall be in writing and signed by all parties. This AGREEMENT is in accordance with the regulations in effect at the time of its execution. If the regulations change from the time of execution, GCRTA will consult with all parties regarding an amendment of this AGREEMENT.

VIII. TERMINATION OF AGREEMENT

Any signatory to this AGREEMENT may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the GCRTA will comply with 36 CFR §§800.3 through 800.13 with regard to the undertakings covered by this AGREEMENT.

IX. DURATION OF AGREEMENT

In the event that construction of this undertaking has not begun within five (5) years of the date of this AGREEMENT, the FTA and the GCRTA will consult with the SHPO to extend or amend this Programmatic Agreement.

Execution of this AGREEMENT and implementation of its terms evidences that the FTA has afforded the COUNCIL a reasonable opportunity to comment on the PROJECT and that the FTA has taken into account the effects of the PROJECT on historic properties.

FEDERAL TRANSIT ADMINISTRATION

By: _____
Joel Ettinger, Region V Administrator

Date: _____

OHIO STATE HISTORIC PRESERVATION OFFICE

By: _____
Mark J. Epstein, Department Head

Date: _____

Resource Protection & Review

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

By: _____
Joseph A. Calabrese, CEO
General Manager/Secretary-Treasurer

Date: _____

Approved as to Legal Form and Correctness

By: _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Date: _____

Table 1

TABLE 3.1-4 Eligible or Listed National Register Historic Architectural Properties within the Area of Potential Effects for the Proposed East Side Transit Center

Address	Historic Building Name	OHI #/NR or Local Status	National Register Recommendation	National Register Criterion	Effects Comments*
1800 Euclid Avenue	Keg and Quarter Inn	—	Non-contributing to historic district along Euclid Avenue		No adverse effect (A, B & C).
1828-1844 Euclid Avenue	Union Building	CUY-3414-1	NRE (contributing to historic district along Euclid Avenue)	C: Fine example of Neoclassical Revival architecture designed by local architect, G. A. Tarbusch, that features ornate terra cotta detailing.	No adverse effect (A, B & C).
1900 Euclid Avenue	1900 Euclid Building/Euclid Building	CUY-3415-1	NRE (contributing to historic district along Euclid Avenue)	C: Good example of early 20 th century Neo-Classical office building, one of largest in downtown fringe.	Adverse effect (B). Adjacent building to be demolished.
1910-1924 Euclid Avenue	Modern House Furniture Co. Building	CUY-3416-1	NRE (contributing to historic district along Euclid Avenue)		Adverse effect (B). Building to be demolished.
1938 Euclid Avenue	Morse Graphics Arts Supply Co. Building	CUY-3417-1	NRE (contributing to historic district along Euclid Avenue)		Adverse effect (B). Adjacent building to be demolished.
2000 Euclid Avenue	Brothers Printing Co./Armistine & Co.	CUY-3418-1	NRE (contributing to historic district along Euclid Avenue)		No adverse effect (A, B & C).
2010-2014 Euclid Avenue	Liberty Building	CUY-3419-1	NRE (contributing to historic district along Euclid Avenue)		No adverse effect (A, B & C).
2020 Euclid Avenue	Scott A. Rogers Co. Building/Scott A. Rogers Co. Automobile	CUY-3420-1	NRE (contributing to historic district along Euclid Avenue)		No adverse effect (A, B & C).
2044 Euclid Avenue	Globe-Wernicke Company Building	CUY-3421-1	NRE (contributing to historic district along Euclid Avenue)		No adverse effect (A & B). Adverse effect (C). Building to be demolished.

RESOLUTIONS
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Address	Historic Building Name	OHI #/NR or Local Status	National Register Recommendation	National Register Criterion	Effects Comments*
2112 Euclid Avenue	Wolfe Music Building (vacant)	CUY-3423-1	NRE	C: One of the most ornate terra cotta buildings in downtown Cleveland, designed by notable local firm of Walker and Weeks.	No adverse effect (A, B & C).
1710 Prospect Avenue	The Salvation Army/Harbor Light Complex/The Young Womens Christian Association (YWCA)	CUY-1771-1	NRE	A: Associated with the YWCA, serving as the organization's central office after 1912. C: Unusual example of Chicago Commercial style with elaborate classical detailing.	No adverse effect (A, B & C).
2200 Prospect Avenue	Central YMCA/Heritage Suites	CUY-115-1 NR listed Upper Prospect Avenue Local Historic District	NR listed (Upper Prospect Multiple Resource Area)	A: Associated with the YMCA organization, which was founded in 1851. C: Imposing example of Second Renaissance Revival style that was the work of local architects, Hubbell & Benes	No adverse effect (A, B & C).

* A, B and C refer to Build Alternatives.

TABLE 2

Criteria of Adverse Effect

Section 106 of the National Historic Preservation Act requires Federal agencies to take into account the effects of their undertakings on historic properties. The Section 106 process consists of steps for (1) identifying and evaluating historic properties; (2) assessing the effects of an undertaking on historic properties; and (3) consultation for methods to avoid, minimize, or mitigate any adverse effects.

Federal regulations (36 CFR 800.5) specifically identify the Criteria of Adverse Effect and examples of adverse effects as stated below:

800.5 (1) Criteria of Adverse Effect.

An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative.

800.5 (2) Examples of Adverse Effects.

Adverse effects on historic properties include, but are not limited to:

- (i) Physical destruction of or damage to all or part of the property;
- (ii) Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provision of handicapped access, that is not consistent with the Secretary's standards for the treatment of historic properties (36 CFR part 68) and applicable guidelines;
- (iii) Removal of the property from its historic location;
- (iv) Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
- (v) Introduction of visual, atmospheric or audible elements that diminish the integrity of the property's significant historic features;
- (vi) Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and
- (vii) Transfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
EAST SIDE TRANSIT CENTER**

Project Description

The Greater Cleveland Regional Transit Authority (GCRTA) will be undertaking efforts to construct a downtown transit center to improve bus services in the Cleveland central business district. The construction of the center will eliminate the need for on-street bus layovers and will increase pedestrian access to these transit centers. The approach will be an effective way for customers to travel and connect seamlessly, through local, circulator, intercommunity, regional and downtown transit-oriented services.

An important part of providing this center is direct, convenient transfers and the minimization of waiting times between connections. A network of transit services including the Euclid Corridor Transportation Project's Bus Rapid Transit, regular bus routes in transit zones, and accessibility of rapid transit stations to area Park-N-Rides and regional services, will be vital to transit users with the interfacing of multiple transportation routes and modes.

East Transit center will serve as the main depots for travelers passing between buses and operate very much like an airport waiting area. It will include off street bus loop, area for turning, staging, layover, automated passenger information RTA's service, and passenger boarding and alighting. The centers will also include climate-controlled buildings where passengers can wait comfortably in a secure environment and drivers will have the use of comfort stations or rest areas.

Location

The East Side Transit Center will be located at East 21st Street roadway between Euclid and Prospect Avenue. It is across the street from the Cleveland State University (CSU) Convocation Center. It has a very high concentration of CSU students, transit users and a correspondingly high amount of service. The design may also include commercial retail space and structured parking at the East Side Transit Center constructed by other entities. Over 100 high volume buses operate in these areas during peak hours.

The construction of the East side Transit center will require some property acquisition, and building demolition. The design and construction of the Center will be coordinated with the Cleveland State University, City of Cleveland, and prospective developers. The design will be sensitive to the existing built environment and meet Section 106 Historic Preservation guidelines.

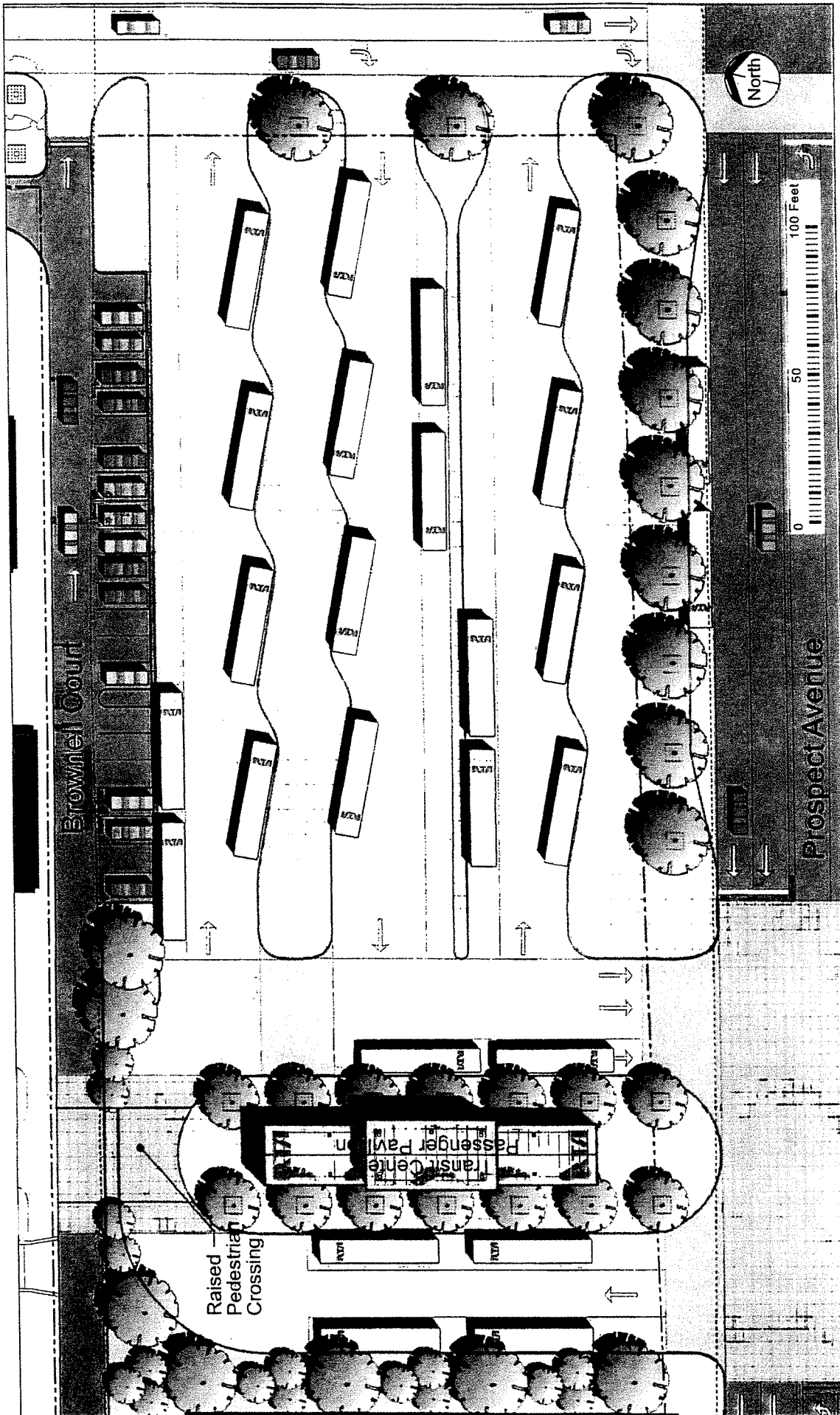
Schedule

The East Side Transit Center is presently in the Environmental planning process required by the National Environmental Protection Act (NEPA). That process is scheduled for completion in the Spring of 2003. Design and property acquisition will

commence in the first quarter of 2003. The construction could begin in mid 2004 and will take 9-12 months.

Funding

Funding for the East Side Transit Center is from the Ohio Department of Transportation (ODOT) Trac funds, which RTA is requesting the release of the funds for the East Side center after completion of the NEPA process in 2003 to begin the project. The estimated cost of the East Side Transit Center ranges from \$14-\$18M.



East Side Transit Center
CITY OF CLEVELAND, OHIO
DAMES & MOORE GROUP

Figure 3.2-3

East Side Transit Center
Ground Level Plan

October 2001



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

I-15

TITLE/DESCRIPTION: AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE OHIO STATE HISTORIC PRESERVATION OFFICE FOR THE EAST SIDE TRANSIT CENTER	Resolution No.: 2003- 017
	Date:
	Initiator: Engineering & Project Management
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 PURPOSE/SCOPE: The Purpose of the resolution is to authorize the Chief Executive Officer/General Manager to sign a Programmatic Agreement with the Federal Transit Administration (FTA) and the Ohio Historic Preservation Office (OHPO) for compliance with Section 106 of the National Historic Preservation Act for the Eastside Transit Center Project.

2.0 DESCRIPTION/JUSTIFICATION: Eastside Transit Center is a project receiving federal funding from the Federal Transit Administration. Its area of potential effect includes several historic districts, a potentially archeologically sensitive area, and many buildings over 50 years of age, all of which are protected under the Section 106 Act. Given that there is a potential effect to historic properties, and this is a federal undertaking, GCRTA is required to comply with the National Historic Preservation Act. This document provides for that compliance. It sets up a process with the Ohio Historic Preservation Office (OHPO), RTA, its consulting parties, and FTA through which Section 106 shall be addressed.

Eastside Transit Center cannot proceed into design without demonstrating compliance with Section 106 and the completion of a National Environmental Policy Act (NEPA) process concluding with an environmental determination issued by the Federal Transit Administration (FTA). The execution of this agreement is also critical to the progress of the Euclid Corridor Transportation Project (ECTP). ECTP cannot sign a Full Funding Grant Agreement (FFGA) with FTA without the receiving all environmental clearances required for the East Side Transit Center project.

3.0 PROCUREMENT BACKGROUND: None

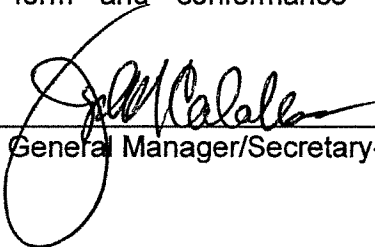
4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: NONE

5.0 POLICY IMPACT: This agreement demonstrates RTA's continued compliance with Section 106 of the Historic Preservation Act mandated by most of RTA's funding sources. Compliance with Section 106 and its philosophy of preserving the integrity of older buildings enforces RTA's commitment to the neighborhoods it serves and embodies good, solid, transit-oriented planning efforts.

6.0 ECONOMIC IMPACT: The execution of this Agreement will not require GCRTA to authorize any direct expenditure. However, its implementation will create review and design tasks that require staff time and funding. The work required by this Agreement will be done by a design consultant team. This team will be selected and approved following FTA and GCRTA Procurement Regulations later in 2003. Funding will be identified at the time the contract is set forth for Board approval.

- 7.0 ALTERNATIVES: The alternatives to execution of this document include: signing another type of Compliance Agreement or doing nothing. Any other type of agreement would require additional negotiation time (up to 12 months) as well as requiring the definition of the design and mitigation alternatives to any potential effects. The design of the Eastside Transit Center Project is not complete enough at this point, to make such decisions. The do nothing alternative would stop the progress of this project into final design. Without compliance with 106, the project could not receive federal funding. Additionally, the Euclid Corridor Transportation Project cannot execute an FFGA without this project demonstrating compliance with Section 106 and receiving its Environmental Determination from FTA.
- 8.0 RECOMMENDATION: It is strongly recommended that the Board of Trustees approve this Agreement in order for the Eastside Transit Center to achieve compliance with Section 106 of the Historic Preservation Act.
- 9.0 ATTACHMENTS: Programmatic Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



General Manager/Secretary-Treasurer