

RESOLUTION NO. 2003 – 088

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE CITY OF LAKEWOOD FOR LAKEWOOD BUS LOOP IMPROVEMENTS LOCATED AT THE ENTRANCE OF LAKEWOOD PARK IN AN AMOUNT NOT TO EXCEED \$243,000 - RTA DEVELOPMENT FUND (PROJECT DEVELOPMENT AND ENGINEERING DEPARTMENT BUDGET)

WHEREAS, the City of Lakewood is a political subdivision of the State of Ohio;
and

WHEREAS, the GCRTA provides public transportation in the City of Lakewood, in part, through the utilization of a bus loop and bus shelter located at the entrance to Lakewood Park; and

WHEREAS, the City of Lakewood is designing and constructing substantial improvements to the bus loop at the entrance to Lakewood Park; and

WHEREAS, the City of Lakewood offered to cause to be constructed a new bus loop and bus shelter of its own design, at Lakewood Park for the GCRTA as part of a larger Park Rehabilitation project; and

WHEREAS, the GCRTA and the City of Lakewood wish to enhance safety and provide better service to transit passengers in the City of Lakewood and at Lakewood Park; and

WHEREAS, the City of Lakewood has agreed to the GCRTA's participation in the project at a cost not to exceed Two Hundred Forty-Three Thousand Dollars (\$243,000) as part of a larger \$400,000 project to the Lakewood Park Entrance; and

WHEREAS, pursuant to Section 306.43(H)(4) of the Ohio Revised Code, the purchase of goods or services from political subdivisions of the State of Ohio are exempt from the competitive procurement process; and

WHEREAS, the General Manager deems the offer of the City of Lakewood to be advantageous to 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 offer of the City of Lakewood for Authority participation in its Lakewood Park Entrance Improvements is hereby accepted.

Section 2. That the General Manager of the Authority is hereby authorized to negotiate and execute an interagency agreement with the City of Lakewood for said participation in substantially the form of Attachment A hereto.

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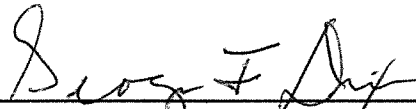
Section 3. That said agreement shall be payable from the RTA Development Fund, Project Development and Engineering Department budget, including but not limited to 100% local funds, in an amount not to exceed Two Hundred Forty-Three Thousand Dollars (\$243,000).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the Specifications and Addenda, thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2002-120; bonding and insurance requirements and all applicable laws relating to the contractual obligations of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment A: Interagency Agreement

Adopted: June 17, 2003



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**INTER-AGENCY AGREEMENT
FOR
LAKEWOOD PARK ENTRANCE
IMPROVEMENTS**

BETWEEN

**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF LAKEWOOD**

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (hereinafter designated "GCRTA"), a Regional Transit authority and political subdivision of the State of Ohio pursuant to Ohio Revised Code Section 306.35, pursuant to the authority of GCRTA Resolution No. 2003-_____ adopted on June _____, 2003, and the CITY OF LAKEWOOD (hereinafter designated the "City"), a political subdivision of the State of Ohio, pursuant to the authority of Ordinance No. _____ adopted _____, 2003.

WHEREAS, the GCRTA provides public transportation in the City; and

WHEREAS, the City is designing and implementing a substantial renovation and improvement to the Lakewood Park (hereinafter designated the "Project"); and

WHEREAS, the GCRTA and the City wish to enhance safety and provide better service to Public transit passengers at the bus shelter located in Lakewood Park at 14532 Lake Avenue and further described as Cuyahoga County Permanent Parcel Number 312-02-002; and

WHEREAS, the CITY has offered to construct a new bus loop and bus shelter at the Lakewood Park Entrance located at 14532 Lake Avenue in Lakewood, Ohio for the GCRTA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GCRTA shall participate in the construction of that portion of the Project that involves the construction of a bus loop and bus shelter at the Lakewood Park.
2. The GCRTA has reviewed and approved the design provided by CITY and any modifications thereto.
3. CITY shall construct a new bus loop and bus shelter at the Lakewood Park substantially in conformity with the plans attached hereto and marked as Exhibit "A" which plans may be subject to further modification and approval by the mutual agreement of the parties.
4. In compensation for the CITY'S design and construction of the bus loop and the bus shelter in its Project, GCRTA shall pay the City the amount not to exceed two hundred and forty-three thousand dollars (\$243,000.00). The CITY shall invoice GCRTA for work performed and all approved invoices shall be paid within thirty (30) days.
5. Any costs incurred over and above that amount shall be subject to the prior written approval of GCRTA's General Manager or Board of Trustees, in accordance with

GCRTA's policies and procedures. The City will not authorize work to construct any GCRTA portion of the Project whose cost exceeds the maximum authorized by GCRTA stated herein without the express approval of GCRTA in writing. Any contracts entered into by the City for the construction of GCRTA's portion of the Project shall be conditioned on approval by GCRTA of any costs over the maximum stated herein. If any changes in the design of the Project requested by GCRTA cause the costs of any portion of the Project to increase over the originally budgeted or agreed-to amounts, such cost overruns shall be the responsibility of GCRTA.

- 6. The parties hereto shall design and construct the Project in such manner as to prevent or minimize any disruption to GCRTA's bus service. Any such planned disruption to bus service shall be subject to GCRTA's concurrence and the provision of sufficient advance notice (at least thirty days) to GCRTA to permit it to plan and provide alternative service and advance notice thereof to the riding public.
- 7. The parties hereto agree that any and all Project contracts for construction services shall name GCRTA as a third-party beneficiary of such contracts and shall contain provisions acceptable to GCRTA concerning the contractors' obligations to GCRTA with respect to liability, indemnity and insurance coverages including naming the GCRTA as an additional insured.
- 8. The City shall agree to execute a license to the GCRTA for the use of the bus loop, bus shelter and surrounding facilities substantially in the form of the license agreement attached hereto as Exhibit "B".
- 9. The parties hereto acknowledge that other agreements between them, including but not limited to _____ dated _____, _____, may include provisions affecting this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands as of the dates and year set forth below.

Signed in the presence of:

**THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

WITNESSES:

1. _____

By: _____

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

2. _____

Date: _____

APPROVED AS TO FORM:

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

Date: _____

WITNESSES:

1. _____

2. _____

CITY OF LAKEWOOD

By: _____
Mayor

Date: _____

And

By: _____
Director of Finance

Date: _____

APPROVED AS TO FORM:

By _____
Director of Law

Date: _____

EXHIBIT "B"

BUS LOOP SHELTER LICENSE AGREEMENT

This Agreement ("Agreement") made and entered into on the dates specified below, by and between The City of Lakewood ("Licensor") and the Greater Cleveland Regional Transit Authority, of Cleveland, Ohio ("Licensee").

WHEREAS, Licensor is the owner of the realty specified below; and

WHEREAS, it is to the mutual benefit of the parties for Licensee to use certain areas of Licensor's realty ("Premises") for a bus loop and bus shelter; and

WHEREAS, Licensee's passengers and Licensor's invitees also will mutually benefit from such use.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE

Licensor hereby grants to Licensee an irrevocable license coupled with an interest to use, subject to the terms and conditions of this Agreement, those portions of licensor's premises, together with rights of ingress and egress, as shown on Exhibit "A" attached to the "Project" document and made a part hereof.

II. LIMITATION TO DESCRIBED PURPOSE

The Premises shall be used by Licensee solely for a bus loop and bus shelter for its bus passengers, and for incidental purposes related to such purpose, during the term of this Agreement.

III. CONSIDERATION

Licensor and Licensee acknowledge that GCRTA shall pay the City the amount not to exceed two hundred and forty-three thousand dollars (\$243,000.00) for the CITY'S design and construction of the bus loop, the bus shelter and the use of the bus shelter by GCRTA's passengers and the CITY's invitees.

IV. TERM

This license shall be for a term of Fifty-years (50) beginning June 2, 2003 and shall renew on May 1, 2053 for an additional Fifty-years (50).

V. INDEMNIFICATION

The Greater Cleveland Regional Transit Authority's liability is governed by the provisions of Ohio Revised Code Chapter 2744 and other laws of Ohio. In accordance with those laws, the GCRTA shall be liable to Licensor for GCRTA's negligent use of the Premises that may result in damage, liability or expense caused to the Premises by the GCRTA's negligence and for injury to persons or property caused by the GCRTA's negligent use of the Premises. Licensor agrees that the GCRTA shall not be liable to it for normal wear and tear caused to the Premises as a result of the GCRTA's use thereof, and Licensor

agrees to indemnify and hold the GCRTA harmless from and against any and all damage, liability, or expense to persons or property caused by Licensor's maintenance of the Premises.

VI. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

VII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below.

VIII. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

IX. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

X. ADVERTISING

All advertising, other than RTA promotional material, will be submitted to the Licensor for written approval, which should not to be unreasonably withheld.

IN WITNESS THEREOF, each party to this agreement has caused it to be executed at Cleveland, Ohio, on the date(s) indicated below.

Subject Realty: 14532 Lake Avenue
Lakewood, Ohio 44107
PP# 312-02-002

Witnesses:

Licensor: The City of Lakewood

By: _____

Date: _____

Licensee:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY
1240 West 6th Street
Cleveland, Ohio 44113-1331

Witnesses:

By: _____

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

Date: _____

The legal form and correctness
of the within instrument are
hereby approved.

Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

L-9

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE CITY OF LAKEWOOD FOR LAKEWOOD PARK BUS LOOP IMPROVEMENTS LOCATED AT THE ENTRANCE OF LAKEWOOD PARK IN AN AMOUNT NOT TO EXCEED \$243,000 – RTA DEVELOPMENT FUND (PROJECT DEVELOPMENT AND ENGINEERING DEPARTMENT BUDGET)	Resolution No.: 2003- 088
	Date: 6/12/03
	Initiator: Project Development and Engineering
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

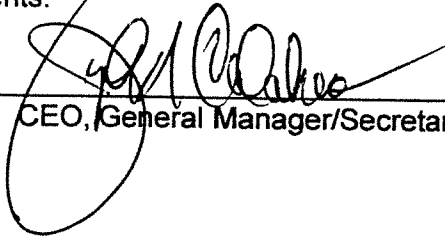
- 1.0 **PURPOSE/SCOPE:** The purpose of this construction project is to work cooperatively with the City of Lakewood in the improvement of Lakewood Park in a manner that supports the use of public transit. GCRTA has maintained a bus loop at the entrance to the park for many years. It is in need of rehabilitation and improvement. GCRTA has been working with the City on the design and construction specifications for a new loop at the park entrance. The design of the project was funded solely by the City of Lakewood and meets all City and GCRTA requirements.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The present loop configuration is unattractive and in poor condition, and requires reconstruction. The funding of \$243,000 is for the construction value of improvements to the loop. GCRTA engineers typically spend from \$250,000-\$350,000 for a loop of similar size. The actual cost of the Lakewood Park Entrance Improvements is \$400,000. The reconstruction of the loop will provide a more convenient and attractive environment for GCRTA passengers. It meets all GCRTA engineering and operational requirements.
- 3.0 **PROCUREMENT BACKGROUND:** The City of Lakewood has procured the construction of the loop. GCRTA is contributing funding to this important project. GCRTA inspectors will verify that the work is done in accordance with the Agreement and specifications.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** None
- 5.0 **POLICY IMPACT:** This project demonstrates a high level of cooperation at the local level. The result is an attractive, comprehensive design for a community park that also meets the needs of public transit. This type of comprehensive planning is consistent with the Board of Trustees Objectives and GCRTA's Strategic Planning Initiatives.
- 6.0 **ECONOMIC IMPACT:** This agreement shall be payable from the RTA Development Fund, Project Development and Engineering Department budget, including but not limited to 100% local funds, in an amount not to exceed Two Hundred and Forty-Three Thousand Dollars (\$243,000). GCRTA will contribute \$243,000 towards the construction of this loop. GCRTA engineers estimated the cost to be \$250,000. A typical bus loop costs between \$250,000 and \$350,000, plus the costs associated with the design, construction bidding, and construction management. The City of Lakewood has assumed those costs, thus reducing the total cost of this project to GCRTA. The total cost of the Improvements to Lakewood Park Entrance is \$400,000.
- 7.0 **ALTERNATIVES:** The only alternative would be to not participate in this project and not to contribute to the construction of the loop. The loop does need improvements and GCRTA would eventually need to reconstruct this facility. The cost would be much greater if GCRTA had to fund

the entire program. Additionally, the City vision for improvements to the park would be hampered if this loop at its entrance were not coordinated with the overall park design.

8.0 RECOMMENDATION: GCRTA staff recommends the approval of this resolution to provide a more attractive environment for GCRTA passengers using the Lakewood Park Loop.

9.0 ATTACHMENTS: None

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



CEO, General Manager/Secretary-Treasurer