

RESOLUTION NO. 2014-43

AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE CITY OF CLEVELAND FOR THE CLIFTON BOULEVARD TRANSIT ENHANCEMENT PROJECT (RTA DEVELOPMENT FUND, ENGINEERING AND PROJECT DEVELOPMENT BUDGET)

WHEREAS, the GCRTA is responsible for the design and construction of the Clifton Boulevard Transit Project (the "Project") and all associated professional services and construction contracts; and

WHEREAS, the GCRTA is responsible for obtaining and administering all federal, state, and local grant funding for the Project; and

WHEREAS, GCRTA Resolution No. 2013-79 was adopted by the RTA Board of Trustees on August 20, 2013 authorizing Contract No. 2013-123 with Perk Company, Inc. for the Project in an amount not to exceed \$8,648,387.58 for the Base Bid and in an amount not to exceed \$343,026.30 for Alternate 1; and

WHEREAS, Ordinance No. 540-12 was passed by the Council of the City of Cleveland on June 4, 2012; and

WHEREAS, per Ordinance No. 540-12 the City's Director of Capital Projects is authorized to enter into one or more cooperative agreements with GCRTA to construct the City of Cleveland's portion of the Project.


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/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and is hereby authorized to enter into an Interagency Agreement with the City of Cleveland for the Clifton Boulevard Transit Enhancement Project

Section 2. That the seven hundred twenty-two thousand five hundred dollars (\$722,500.00) contributed by the City of Cleveland toward the base bid and up to three hundred forty-three thousand twenty-six dollars and thirty cents (\$343,026.30) toward the alternate bid will be deposited in the RTA Development Fund, Engineering and Project Development Department budget to match grants for the base portion of the Project and reimburse the actual cost of the alternative 1 portion of the Project.

Section 3. That this resolution shall take effect immediately upon its adoption.

Adopted: May 20, 2014



President

Attested: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: INTERAGENCY AGREEMENT FOR THE CLIFTON BOULEVARD TRANSIT ENHANCEMENT PROJECT VENDOR: CITY OF CLEVELAND AMOUNT: \$722,500.00 plus up to \$343,026.30 payable to GCRTA	Resolution No.: 2014-43
	Date: May 15, 2014
	Initiator: Engineering and Project Development
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

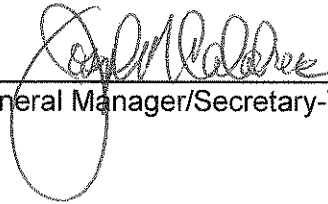
- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into an interagency agreement with the City of Cleveland for the Clifton Boulevard Transit Enhancement (the "Project").
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA and the City of Cleveland have been working in a cooperative manner to implement the Project for a number of years. Together we have been able to obtain competitive FTA, ODOT, and NOACA grant funding for the planning, design and construction of the Project.

 This agreement formalizes the roles and responsibilities of each party and the City of Cleveland's financial commitment toward the construction of the Project.
- 3.0 **PROCUREMENT BACKGROUND:** N/A
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A
- 5.0 **POLICY IMPACT:** Entering into this Agreement allows GCRTA to accept the City of Cleveland's financial contribution toward the Project.
- 6.0 **ECONOMIC IMPACT:** The seven hundred twenty-two thousand five hundred dollars (\$722,500.00) contributed by the City of Cleveland toward the base bid and up to three hundred forty-three thousand twenty-six dollars and thirty cents (\$343,026.30) toward the alternate bid will be deposited in the RTA Development Fund, Engineering and Project Development Department budget to match grants for the base portion of the Project and reimburse the actual cost of the alternative 1 portion of the Project.
- 7.0 **ALTERNATIVES:** Reject the interagency agreement. Rejection of this agreement will place a financial burden on the Authority's capital improvement program.

Staff Summary and Comments
Interagency Agreement for the Clifton Boulevard Transit Enhancement Project
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- 8.0 RECOMMENDATION: The staff recommends that the interagency agreement be accepted and the resolution passed.
- 9.0 ATTACHMENTS: Attachment A - Form of the agreement is attached.

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



CEO, General Manager/Secretary-Treasurer

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF CLEVELAND, OFFICE OF CAPITAL PROJECTS
AND
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
FOR THE
CLIFTON BOULEVARD TRANSIT ENHANCEMENT PROJECT**

THIS MEMORANDUM is made as of this _____ day of May 2014 by and between the Greater Cleveland Regional Transit Authority, a regional transit authority organized and existing as a political subdivision of the State of Ohio ("RTA") and the City of Cleveland, a municipal corporation and political subdivision of the State of Ohio (the "City).

WHEREAS, Ordinance No. 540-12 was passed by the Council of the City of Cleveland on June 4, 2012: and

WHEREAS, per Ordinance No. 540-12, the City's Director of Capital Projects is authorized to enter into one or more cooperative agreements with RTA to construct the City of Cleveland's portion of the Clifton Boulevard Transit Enhancement Project (the "Project"): and

WHEREAS, Resolution No. 2013-79 was adopted by the RTA Board of Trustees on August 20, 2013 authorizing contract No. 2013-123 with Perk Company, Inc. for the Project in the amount not to exceed \$8,648,387.58 for the Base Bid and in an amount not to exceed \$343,026.30 for Alternate 1.

THEREFORE, the parties agree as follows:

ARTICLE 1. **RTA RESPONSIBILITIES**

1.1 RTA is responsible for the design and construction of the project and all associated professional services and construction contracts.

1.2 RTA is responsible for obtaining and administering all federal, state, and local grant funding for the project.

ARTICLE 2. **CITY RESPONSIBILITIES**

2.1 City shall contribute an amount to the RTA to partially fund the cost of construction of the Base Bid with the cost of such contribution totaling Seven Hundred Twenty-Two Thousand Five Hundred Dollars & 00/100 Cents (\$722,500.00). The contribution is the City share of the Local Match of the following grants:

GRANT	CITY PORTION OF LOCAL MATCH
NOACA CMAQ	\$445,000.00
ODOT Urban Paving	\$240,000.00
NOACA Enhancement	\$ 37,500.00
TOTAL	\$722,500.00

2.2 City shall contribute an amount to the RTA to fund the entire cost of the construction of Alternate 1 in an amount not to exceed Three Hundred Forty-Three Thousand Twenty-Six Dollars & 30/100 Cents (\$343,026.30).

2.3 City shall provide the services of a construction inspector to assist the RTA with coordinating with various City Utility Departments, City Council Members and adjacent property owners within the City section of the Project.

ARTICLE 3. **PAYMENT**

3.1 The RTA will invoice the City the full amount in Article 2.1 within 30 calendar days of the execution of this Memorandum. The City shall pay the RTA the full amount in Article 2.1 within 30 calendar days of being invoiced by RTA.

3.2 The RTA will invoice the City for the actual cost of the Alternate 1 construction in an amount not to exceed the amount in Article 2.2 when the construction is completed. The City shall pay the RTA invoice for the Alternate 1 work within 30 calendar days of being invoiced by RTA.

ARTICLE 4. **TERM**

4.1 The term of this Memorandum begins on the date of execution, and will continue for a period not to exceed one (1) year, unless sooner terminated or superseded by mutual agreement of the Parties.

ARTICLE 5. **NONBINDING AGREEMENT**

5.1 The Parties recognize the terms stated in this instrument serve as a framework and are not legally binding with respect to the proposed transaction, and no commitment, estoppel, undertaking, or obligation of any nature is implied in fact, law, or equity from this Memorandum.

ARTICLE 6. **MISCELLANEOUS**

6.1 This Memorandum may be executed in counterparts, each of which will be deemed an original. This Memorandum sets forth the current understanding of the parties with respect to the subject matter hereof.

6.2 This Memorandum may only be amended or supplemented by a written document signed by authorized representatives of both Parties. No representation or warranty is binding on either Party unless in writing in this Memorandum.

6.3 This Memorandum does not create any agency, partnership, co-partnership or joint venture relationship between the Parties. Nothing contained or implied in this Memorandum is intended to confer upon any person or entity, other than the named parties, any right or remedy under or by reason of this Memorandum.

The parties have executed this Agreement as of the date first written above.

CITY OF CLEVELAND

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____
Matthew Spronz
Director of Capital Projects

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

The legal form and correctness of this instrument is approved:

Approved as to legal form and correctness

Barbara Langhenry, Director of Law
City of Cleveland

Sheryl King Benford, General Counsel
Deputy General Manager for Legal
Affairs Greater Cleveland Regional
Transit Authority

By: _____
Assistant Director of Law

Date: _____

Date: _____