

RESOLUTION NO. 2015-56

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BRECKSVILLE FOR THE REPAIRS OF THE BRECKSVILLE PARK-N-RIDE LOT FOR A COST NOT TO EXCEED EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500.00) (ENGINEERING AND PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, RTA Board Resolution 1991-107 authorized the original development of the Brecksville Park-n-Ride Facility with the City of Brecksville; and

WHEREAS, the Park-n-Ride Lot is providing services to RTA patrons in the busy I-77 corridor; and

WHEREAS, the Park-n-Ride Lot requires improvements to improve the quality of the pavement and increase its useful life; and

WHEREAS, the City desires to fund pavement repairs to the Park-n-Ride Lot in Brecksville; and

WHEREAS, the City will manage the design and construction of the project; and

WHEREAS, the total estimated cost of the project is one hundred sixty-five thousand dollars (\$165,000.00); and

WHEREAS, it is to the benefit of GCRTA patrons for GCRTA to participate in 50% of the cost of repairs in an amount not to exceed eighty-two thousand five hundred dollars (\$82,500.00).

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 he is hereby authorized to enter into a memorandum of understanding with the City of Brecksville for 50% of the cost of the repairs to the Brecksville Park-n-Ride Lot or eighty-two thousand five hundred dollars (\$82,500.00) whichever is less.

Section 2. That GCRTA's share of the cost will be funded from the Engineering and Project Development Department Budget.

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

Adopted: May 19, 2015



President

Attested: 

CEO/General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: MEMORANDUM OF UNDERSTANDING FOR REPAIRS TO BRECKSVILLE PARK-N-RIDE LOT VENDOR: CITY OF BRECKSVILLE AMOUNT: NOT TO EXCEED \$82,500	Resolution No.: 2015-56
	Date: May 14, 2015
	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 agreement memorandum of understanding with the City of Brecksville to contribute 50% of the cost of repairing the Brecksville Park-n-Ride lot in an amount not to exceed Eighty-Two Thousand Five Hundred dollars (\$82,500.00).
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Brecksville Park-n-Ride Lot requires repairs. The City of Brecksville is in the process of designing and constructing this project. RTA is committed to maintaining this Park-n-Ride facility for its patrons and thus will contribute 50% towards the cost of these repairs in amount not to exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500.00). The project is scheduled for construction this year. This particular Park-n-Ride Lot serves the highly congested I-77 corridor.
- 3.0 **PROCUREMENT BACKGROUND:** N/A
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A
- 5.0 **POLICY IMPACT:** Entering into this Agreement facilitates GCRTA's interest in promoting a network of Park-n-Ride facilities for its patrons and reducing traffic congestion.
- 6.0 **ECONOMIC IMPACT:** The Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) required of GCRTA will be funded from the Engineering and Project Development Department Budget.
- 7.0 **ALTERNATIVES:** Reject the memorandum of understanding. Rejection of this agreement could potentially delay or eliminate construction of the repairs. This would negatively impact RTA's patrons who use this facility and potentially damage RTA's relationship with the City of Brecksville.
- 8.0 **RECOMMENDATION:** This agreement was reviewed by the Planning and Development Committee at their May 12, 2015 meeting and recommended for approval by the Board of Trustees.

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

**INTERAGENCY AGREEMENT
BY AND BETWEEN**

THE CITY OF BRECKSVILLE

AND

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

FOR

REPAIRS TO THE BRECKSVILLE PARK-N-RIDE FACILITY

THIS NONBINDING MEMORANDUM is made as of this ____ day of -
_____ 2015 by and between the Greater Cleveland Regional Transit Authority
(RTA), a political subdivision of the State of Ohio ("RTA") whose mailing address is 1240
West 6th Street, Cleveland, Ohio 44113 and the City of Brecksville, a municipal
corporation and political subdivision of the State of Ohio (the "City), whose mailing
address is _____, collectively referred
to as the "Parties".

WHEREAS, the City desires to fund pavement repairs to the Park-n-Ride Lot in
Brecksville; and

WHEREAS, the City will manage the design and construction of the project; and

WHEREAS, the total estimated cost of the project is One Hundred Sixty-five
Thousand dollars (\$165,000.00); and

WHEREAS, it is to the benefit of RTA patrons parking at this Park-n-Ride facility
for RTA to reimburse the city for fifty percent (50%) of the cost of construction at a cost
not to exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500.00).

THEREFORE, the parties agree as follows:

ARTICLE 1. CITY RESPONSIBILITIES

1.1 The City will manage the design and construction of the repairs.

ARTICLE 2. RTA RESPONSIBILITIES

2.1 RTA shall contribute an amount to the City to fund a portion of the project, with the cost of such contribution not to exceed fifty percent (50%) of the project cost or Eighty-two Thousand Five Hundred Dollars (\$82,500.00) whichever is less.

ARTICLE 3. TERM

3.1. The term of this Memorandum begins on the date of last 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 4. NONBINDING AGREEMENT

4.1 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 5. MISCELLANEOUS

5.1 This Interagency Agreement 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.

5.2 This Interagency Agreement 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.

5.3 This Interagency Agreement 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 BRECKSVILLE

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____

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

Director of Law
CITY OF BRECKSVILLE

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

Date: _____

Date: _____