

RESOLUTION NO. 2015-90

AUTHORIZING AN INTERAGENCY AGREEMENT WITH CLEVELAND NEIGHBORHOOD PROGRESS, INC. TO CONTRIBUTE TOWARDS THE LOCAL MATCH REQUIRED FOR THE DEVELOPMENT OF A REGIONAL TRANSIT ORIENTED DEVELOPMENT ("TOD") SCORECARD AND IMPLEMENTATION PLAN TO BE COMPLETED BY NOACA (PLANNING AND PROGRAMMING DEPARTMENT BUDGET)

WHEREAS, the Northeast Ohio Areawide Coordinating Agency ("NOACA") has selected a consultant to complete a Regional Transit Oriented Development (TOD) Scorecard and Implementation Plan; and

WHEREAS, the NOACA Board of Trustees approved this contract at their September 11, 2015 meeting; and

WHEREAS, a Regional TOD Scorecard and Implementation Plan will benefit the existing public transportation system; and

WHEREAS, the GCRTA provides public transportation in the region and is highly supportive of TOD in the region; and

WHEREAS, based on the benefits to GCRTA of participating in the study, GCRTA desires to contribute to the cost of the local share; and

WHEREAS, the total project cost is Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, the proposal funding is composed of Two Hundred Fifty Thousand Dollars (\$250,000) in federal grants from NOACA, and Fifty Thousand Dollars (\$50,000) in local match funds from various entities, including a contribution of Five Thousand Dollars (\$5,000) from GCRTA towards the local match; and

WHEREAS, Cleveland Neighborhood Progress Inc., has agreed to collect the local match funds from all entities and disburse them to NOACA for this 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 a Memorandum of Understanding with Cleveland Neighborhood Progress, Inc. to contribute Five Thousand Dollars (\$5,000) towards the local match for NOACA's creation of a Regional TOD Scorecard and Implementation Plan.

Section 2. That funds contributed by GCRTA for the study will be payable from the Planning and Programming Department Operating Budget.

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

Adopted: September 15, 2015



President

Attested: 

CEO, General Manager/Secretary-Treasurer



STAFF SUMMARY AND COMMENTS

<p>TITLE/DESCRIPTION: CONTRACT: MEMORANDUM OF UNDERSTANDING WITH CLEVELAND NEIGHBORHOOD PROGRESS FOR A REGIONAL TOD SCORECARD AND IMPLEMENTATION PLAN</p> <p>VENDOR: CLEVELAND NEIGHBORHOOD PROGRESS, INC.</p> <p>AMOUNT: \$5,000.00</p>	<p>Resolution No.: 2015-90</p> <p>Date: September 10, 2015</p> <p>Initiator: Programming and Planning</p>
<p>ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____</p>	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a Memorandum of Understanding with Cleveland Neighborhood Progress, Inc. to provide a local funding match for federal grants to the Northeast Ohio Areawide Coordinating Agency ("NOACA") to develop a Regional Transit Oriented Development ("TOD") Scorecard and Implementation Plan.

- 2.0 **DESCRIPTION/JUSTIFICATION:** NOACA desires to undertake a feasibility study for the development of a Regional TOD Scorecard and Implementation plan. GCRTA supports the development of a Regional TOD Scorecard and Implementation plan as it will assist communities in understanding and creating more transit friendly development and redevelopment activities. This will provide a better opportunity for public transit to serve these developments. Cleveland Neighborhood Progress has agreed to accept all local funds and disburse them to NOACA for this study.

The total project cost is Three Hundred Thousand Dollars (\$300,000). The proposed funding for this is composed of the following: Two Hundred Fifty Thousand Dollars (\$250,000) in federal grants from NOACA, and Fifty Thousand Dollars (\$50,000) in local match funds that Cleveland Neighborhood Progress is responsible for collecting. GCRTA will contribute Five Thousand Dollars (\$5,000) toward the local match.

The project has been advertised and a consultant was selected and contract awarded by the NOACA Board of Trustees on September 11, 2015.

- 3.0 **PROCUREMENT BACKGROUND:** N/A

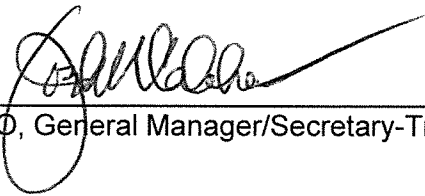
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A

- 5.0 **POLICY IMPACT:** Entering into this agreement facilitates GCRTA's interest in promoting TOD within the region.

- 6.0 **ECONOMIC IMPACT:** The Five Thousand Dollars (\$5,000.00) required of GCRTA will be funded from the RTA Planning and Programming Department Operating Budget.

- 7.0 ALTERNATIVES: Reject the interagency agreement. Rejection of this agreement will reduce the local match required for the project, placing the funding package and the project in jeopardy. It will also reduce GCRTA's ability to contribute to this plan.
- 8.0 RECOMMENDATION: Staff recommends that an interagency agreement be authorized and the resolution passed.
- 9.0 ATTACHMENTS: Attachment A - Draft agreement is attached.

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

A handwritten signature in black ink, appearing to read "S. M. ...", is written over a horizontal line.

CEO, General Manager/Secretary-Treasurer

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NEIGHBORHOOD PROGRESS INC., DBA CLEVELAND NEIGHBOHROOD
PROGRESS
AND
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
FOR
LOCAL MATCH FUNDS FOR A REGIONAL TRANSIT ORIENTED DEVELOPMENT
SCORECARD AND IMPLEMENTATION PLAN FOR THE NORTHEAST OHIO
AREAWIDE COORDINATING AGENCY REGION

THIS NONBINDING MEMORANDUM is made as of this ____ day of _____, 2015 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"), having an Office located at 1240 W. 6th St., Cleveland, Ohio 44113 and Neighborhood Progress Inc., d/b/a/ Cleveland Neighborhood Progress, a non-profit, 501 C(3) corporation of the State of Ohio ("CNP"), whose business address is 11327 Shaker Blvd, Suite 500W, Cleveland, Ohio 44104, collectively referred to as the "Parties".

WHEREAS, the Northeast Ohio Areawide Coordinating Agency ("NOACA") has designated Three Hundred Thousand Dollars (\$300,000.00) of funding for the completion of a Transit Oriented Development ("TOD") Scorecard and Implementation Plan (the "Project"); and

WHEREAS, NOACA's Board of Trustees approved a contract for the Project on September 11, 2015; and

WHEREAS, the total project cost of Three Hundred Thousand Dollars (\$300,000.00) is composed of a Two Hundred Fifty Thousand Dollar (\$250,000.00) Federal Grant and a local match in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, CNP has agreed to collect the local match funds from each entity that has pledged to provide a portion of the local match funds required for the Project and deliver those funds to NOACA; and

WHEREAS, GCRTA is one of the entities that have pledged local matching funds; the GCRTA pledge is Five Thousand Dollars (\$5,000); and

WHEREAS, the completion of a TOD Scorecard and Implementation will benefit public transit ridership in the region; and

THEREFORE, the parties agree as follows:

ARTICLE 1. **THE PROJECT**

1.1 The Project will consist of a TOD scorecard and implementation plan. TOD plans communities around public transportation and promotes a mixture of housing, retail, services, workplaces and open space within walking distance of transit to maximize use of the transit system. The selected vendor will prepare a ranking, based on certain criteria, for areas that have high potential for TOD. The vendor will also prepare an implementation plan for one or two of the rail stations, transit centers, or priority bus corridors that are identified in the scorecard.

ARTICLE 2. **RTA RESPONSIBILITIES**

2.1 RTA shall contribute Five Thousand Dollars (\$5,000.00) of the local match required for the Project to CNP. RTA will make its contribution

once CNP has received at least 50% of the funds pledged for the local match.

ARTICLE 3. **CNP RESPONSIBILITIES**

- 3.1** CNP shall collect the local match funds required for the Project from the various entities who have pledged a total of Fifty Thousand Dollars (\$50,000.00); and distribute these local match funds to NOACA upon execution of NOACA's contract for the Project.

- 3.2** If for any reason the Project does not go forward, CNP shall return GCRTA's contribution to GCRTA.

ARTICLE 4. **TERM**

4.1. The term of this Memorandum begins on the date of last execution, and will continue for a period not to exceed three (3) years, 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 of Understanding 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 of Understanding 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 of Understanding 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.

CLEVELAND NEIGHBORHOOD
PROGRESS INC.

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____

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

Title: _____

Date: _____

Date: _____

The legal form and correctness of the within
instrument is approved:

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