

RESOLUTION NO. 2018-9

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NEIGHBORHOOD PROGRESS, INC. TO ACCEPT GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) FOR CONSTRUCTION IMPROVEMENTS TO THE E.116<sup>TH</sup> ST. STATION PROJECT

WHEREAS, Neighborhood Progress, Inc. d/b/a Cleveland Neighborhood Progress ("CNP") and others have developed the old St. Luke's Hospital site into a mixed-use development including a school, senior housing and offices; and

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") developed a station area plan for the E. 116<sup>th</sup> St. Station in 2010 recommending station design connections to the St. Luke's campus development; and

WHEREAS, CNP has received \$350,000.00 in funds from the Saint Luke's Foundation to enhance the E. 116<sup>th</sup> St. Station construction program to include additional connectivity to the campus; and

WHEREAS, GCRTA's customers will benefit from increased connectivity of the station to the neighborhood which could potentially increase ridership; and

WHEREAS, GCRTA will manage the construction of the improvements along with the construction of the station; and

WHEREAS, GCRTA and CNP desire to enter into a memorandum of understanding governing the use of the grant funding secured by CNP for improvements to the E. 116<sup>th</sup> St. Station, including a walkway and canopy to link the new station to the St. Luke's campus, pull-off lanes on Shaker Blvd., an additional monument sign, increased public art funding and a contingency fund.

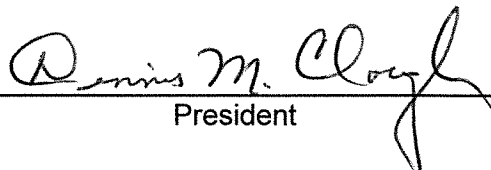
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the CEO, General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and he is hereby authorized to enter into a Memorandum of Understanding ("MOU") with Neighborhood Progress, Inc. d/b/a Cleveland Neighborhood Progress ("CNP") to accept funds in the amount of \$350,000.00 for additional construction improvements to the E. 116<sup>th</sup> Street Station.

Section 2. That the construction of the project improvements will be managed by GCRTA construction staff and GCRTA will invoice CNP periodically throughout the project to reimburse GCRTA for the construction of items included in the scope of the MOU.

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

Adopted: January 16, 2018

  
\_\_\_\_\_  
President

Attested:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> MEMORANDUM OF UNDERSTANDING WITH NEIGHBORHOOD PROGRESS, INC. FOR E.116 <sup>th</sup> ST. STATION CONSTRUCTION IMPROVEMENTS  <b>VENDOR:</b> NEIGHBORHOOD PROGRESS, INC.  <b>AMOUNT:</b> \$350,000.00	<b>Resolution No.:</b> 2018-9
	<b>Date:</b> January 11, 2018
	<b>Initiator:</b> Programming and Planning
<b>ACTION REQUEST:</b> <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 a Memorandum of Understanding (“MOU”) with Neighborhood Progress, Inc., d/b/a Cleveland Neighborhood Progress (“CNP”) to provide funding to construct certain improvements to the E. 116<sup>th</sup> St. Station as a part of GCRTA’s E. 116<sup>th</sup> St. Station construction project.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** CNP has been developing the area around the E. 116<sup>th</sup> St. Station. A new school, a library and a multi-million dollar renovation of the old St. Luke’s Hospital have been completed to date. A walkway through the St. Luke’s campus called the “Muse” is a major connector to the St. Luke’s campus that ends on Shaker Blvd. CNP secured funding from the Saint Luke’s Foundation to construct a walkway to link the new station to the Muse, along with other improvements to make the St. Luke’s campus more transportation friendly. In addition to the walkway, these funds will be used to construct pull-off lanes on Shaker Blvd., additional canopy over part of the walkway, an additional monument sign for the station, increased public art funding, and a contingency fund. These elements are consistent with the Station Area Plan completed by GCRTA for this station in 2010. GCRTA has added these elements to the scope of the construction project and will monitor their construction with the rest of the project. As a result of this grant funding, the station will be re-named the “E. 116/St. Luke’s Station.”
  
- 3.0 **PROCUREMENT BACKGROUND:** N/A
  
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A
  
- 5.0 **POLICY IMPACT:** Entering into this agreement is consistent with GCRTA’s Strategic Plan and its interest in improving public transportation within the service network.
  
- 6.0 **ECONOMIC IMPACT:** The additional funds will allow GCRTA to make improvements to the station construction that would not be possible given the construction budget of this project.
  
- 7.0 **ALTERNATIVES:** Reject the MOU. Rejection of this agreement will prevent the improvements from being constructed.

- 8.0 RECOMMENDATION: The MOU was discussed by the Planning & Development Committee at the January 9, 2018 meeting. It was recommended that the MOU with CNP be approved and forwarded to the full Board of Trustees for action at its January 16, 2018 meeting.
- 9.0 ATTACHMENTS: Attachment A - Draft MOU is attached.

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



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CEO, General Manager/Secretary-Treasurer

**DRAFT**  
**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**NEIGHBORHOOD PROGRESS, INC.**  
**AND**  
**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
**FOR**  
**E. 116<sup>TH</sup> STREET STATION IMPROVEMENTS**

THIS MEMORANDUM OF UNDERSTANDING is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Greater Cleveland Regional Transit Authority (“GCRTA”), a regional transit authority organized and existing as a political subdivision of the State of Ohio and having its main office located at 1240 W. Sixth Street, Cleveland, Ohio 44113, and Neighborhood Progress, Inc., d/b/a Cleveland Neighborhood Progress (“CNP”) a non-profit, 501c(3) corporation organized under the laws of the State of Ohio, with a mailing address at 11327 Shaker Blvd., Suite 500W, Cleveland, Ohio 44104, collectively referred to as the “Parties[.]”

WHEREAS, CNP has worked with GCRTA on the design and construction of the E. 116<sup>th</sup> St. Rapid Transit Station.

WHEREAS, CNP has received a grant in the amount of \$350,000 from the Saint Luke’s Foundation for the construction of improvements that will link the E. 116<sup>th</sup> St. Station to the Saint Luke’s Hospital campus. These improvements, referred to hereinafter as “the Project[.]” include street improvements at Shaker Blvd. and the canopied walkway to the Saint Luke’s crossing called the “Muse.”

WHEREAS, this walkway and other improvements will benefit GCRTA transit passengers by providing more convenient access to the E 116<sup>th</sup> St. Station.

WHEREAS, this walkway and other improvements were included in the GCRTA contract for the construction of the E.116<sup>th</sup> St. Station, to be paid for from the proceeds of the Saint Luke's Foundation grant.

WHEREAS, this document sets forth the parameters of CNP's payment for the walkway and other improvements from the St. Luke's Foundation grant to GCRTA.

THEREFORE, the Parties agree as follows:

**ARTICLE 1.            THE PROJECT**

1.1 The Project will consist of the construction of improvements detailed in the attached Scope of Work.

**ARTICLE 2.            RTA RESPONSIBILITIES**

2.1 GCRTA will oversee and manage the construction of the Project. GCRTA will invoice all construction costs to CNP for re-imbusement to GCRTA.

**ARTICLE 3.            CNP RESPONSIBILITIES**

3.1 CNP will provide funds to GCRTA no more than 30 days from date of receipt of each invoice.

3.2 CNP will be responsible for all grant reporting and closeout activities on the Project.

**ARTICLE 4.            TERM**

4.1 The term of this Memorandum of Understanding begins on the date first written above, and will continue for a period not to exceed three (3) years, unless sooner terminated or superseded by either party, which may be done by giving the other party ten (10) business days' notice, in writing, to terminate. Upon termination, the parties will work together to ensure that (1) funding will be available to complete construction of any

improvements for which construction has begun; and (2) the improvements for which construction has not begun will either be removed from the construction contract or alternate funding will be obtained for them.

**ARTICLE 5.**            **MISCELLANEOUS**

**5.1**    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.

**5.2**    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.

**5.3**    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 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.

**THIS AREA INTENTIONALLY LEFT BLANK**

NEIGHBORHOOD PROGRESS, INC.

GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

The legal form and correctness of this  
instrument is approved:

Approved as to legal form and  
correctness

\_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **E. 116<sup>th</sup> Street Station Scope of Work**

The scope of work included in this MOU will be constructed by the contractors of GCRTA as part of two projects, the Pre-construction work (RTA Project No: 24-R) and the Station Reconstruction Project (24).

The following items are included in the project:

1. Walkway with partial canopy from the new station entrance on Shaker Blvd that aligns with the existing Muse adjacent the St. Luke's Hospital building.
2. Renaming of the station to the E.116/St. Luke's Station.
3. Extended pull-off lane along Shaker Blvd. in front of St. Luke's Hospital and Harvey Rice Elementary School.
4. Additional monument sign for the station at the North end of the Muse at the ramp to the Shaker Blvd. Entrance.
5. Public art scope as identified in the agreement between GCRTA and Beatrice Coron.
6. Contingency funds, totaling \$9,139