

RESOLUTION NO. 2019-90

AUTHORIZING THE INTERIM CEO, GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A DISCOUNT FARE AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND DOWNTOWN CLEVELAND ALLIANCE

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") has a long standing relationship with Downtown Cleveland Alliance ("DCA"); and

WHEREAS, GCRTA and DCA have often partnered together to support the revitalization of the downtown neighborhood; and

WHEREAS, DCA's "Clean and Safe Ambassador Program" ("Ambassadors") is staffed by individuals who act as a "presence on the street, mobile concierge and cleaning staff" in Downtown Cleveland, 16 hours a days, 7 days a week; and

WHEREAS, among other duties, Ambassadors provide downtown workers, residents, and visitors with information about GCRTA's service and thereby serve as an additional source of information and customer service for GCRTA riders and potential riders; and

WHEREAS, Ambassadors regularly use GCRTA services; and


WHEREAS, GCRTA and DCA have negotiated an agreement to provide discounted GCRTA passes for use by DCA's Ambassadors in exchange for certain services provided by DCA.

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

Section 1. That the Interim CEO, General Manager/Secretary-Treasurer is authorized to enter into an agreement with the Downtown Cleveland Alliance ("DCA") to purchase up to 75 monthly passes at half price for use by DCA Ambassadors as part of the Clean and Safe Ambassador Program, in return for DCA providing certain services to GCRTA.

Section 2. That this resolution shall become effective immediately upon its adoption.

Adopted: August 20, 2019



President

Attest: 

Interim CEO, General Manager/Secretary-Treasurer



TITLE/DESCRIPTION: AUTHORIZING THE INTERIM CEO, GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO AN AGREEMENT WITH DOWNTOWN CLEVELAND ALLIANCE TO PROVIDE DISCOUNTED FARES IN EXCHANGE FOR CERTAIN SERVICES.	Resolution No.: 2019-90
	Date: August 15, 2019
	Initiator: Marketing and Communications
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 resolution will authorize an agreement between the Downtown Cleveland Alliance ("DCA") and the Greater Cleveland Regional Transit Authority ("GCRTA") to provide discounts fares to support DCA's Safe and Clean Ambassador Program in exchange for certain services provided to GCRTA by DCA.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The flagship program of DCA is the "Clean and Safe Ambassador Program," which is staffed by individuals ("Ambassadors") who act as a "presence on the street, mobile concierge and cleaning staff" in Downtown Cleveland, 16 hours a day, 7 days a week. Ambassadors provide directions, assistance, and information to workers, residents, pedestrians, and visitors regarding hotels, restaurants, construction, special events and GCRTA route information and thereby serve as an additional source of information and customer service for GCRTA customers. The partnership under this agreement will consist of GCRTA providing DCA with such information and DCA Ambassadors sharing it with the public. In addition, GCRTA will benefit from DCA's Parental Involvement Program at Tower City and from DCA Ambassadors' completion of mystery shopper scorecards when GCRTA's service is used. The agreement with DCA will allow for discounted rates for DCA Ambassadors.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This action is consistent with the Board's policy to authorize agreements with organizations to encourage service use and support the revitalization of communities served by transit.
- 6.0 **ECONOMIC IMPACT:** No increase in revenue is expected from this agreement. GCRTA will benefit from services provided by DCA in return for discounted monthly passes for the use of DCA ambassadors.
- 7.0 **ALTERNATIVES:** Reject this resolution. No fare discount would be offered to DCA Ambassadors and GCRTA would not benefit from the services DCA would provide in return.
- 8.0 **RECOMMENDATION:** This resolution was discussed by the Board of Trustees Operational Planning and Infrastructure Committee at the August 6, 2019 meeting. It is recommended that this resolution be approved.
- 9.0 **ATTACHMENT:** Draft of the Agreement between the Greater Cleveland Regional Transit Authority and the Downtown Cleveland Alliance.

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



Interim CEO, General Manager/Secretary-Treasurer

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AGREEMENT

BY AND BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT

AUTHORITY AND

DOWNTOWN CLEVELAND ALLIANCE

This Agreement ("Agreement") is made on July ____, 2019 between the Greater Cleveland Regional Transit Authority ("GCRTA"), a political subdivision of the State of Ohio, with a business address of 1240 West 6th Street, Cleveland, OH 44113, and the Downtown Cleveland Alliance ("DCA"), an Ohio nonprofit corporation, with a business address of 1010 Euclid Avenue, 3rd Floor, Cleveland, OH 44115, collectively known as "the Parties."

WHEREAS, DCA is a not-for-profit organization dedicated to building a dynamic downtown area; and

WHEREAS, the flagship program of DCA is the "Clean and Safe Ambassador Program," which is staffed by individuals ("Ambassadors") who act as a "presence on the street, mobile concierge and cleaning staff" in Downtown Cleveland, 16 hours a day, 7 days a week; and

WHEREAS, among other duties, Ambassadors provide directions, assistance, and information to workers, residents, pedestrians, and visitors regarding hotels, restaurants, construction, special events and GCRTA route information and thereby serve as an additional source of information and customer service for GCRTA customers; and

WHEREAS, Ambassadors regularly use GCRTA services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, GCRTA and DCA agree as follows:

1. DCA may purchase up to 75 GCRTA monthly passes at half price on a monthly basis for the use of the Ambassadors as part of the Clean and Safe Ambassadors Program. DCA shall remit payment within 30 days of delivery. Payment shall be submitted to GCRTA's Accounting Department, Attn. John Togher, Director of Accounting, 1240 West Sixth Street, Cleveland, Ohio 44113-1331.
2. DCA will partner with GCRTA to share information through the Ambassadors with the general public, including GCRTA customers, relating to routes, updates or modifications to downtown service, scheduled service interruptions (such as rail shutdowns, parade reroutes), non-scheduled interruptions of service such as water main breaks, fire/safety emergency situations) and up to the minute status of GCRTA services. GCRTA will e-mail such information to Steve Schultz of the DCA Operations Team at sschultz@dcacleanandsafe.net. DCA will share this information with its Ambassadors in shift briefings. If GCRTA would like to provide information to be included in DCA Ambassador training sessions, GCRTA may attend in person or e-mail such information to Steve Schultz of the DCA Operations Team at sschultz@dcacleanandsafe.net.
3. GCRTA staff will be invited to attend DCA Ambassador, quarterly staff meetings to

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provide service updates and will be included in all new employee orientation sessions. A module for tracking contacts between Ambassadors and GCRTA customers will be installed on the Ambassadors' SMART system customer service devices and the number and nature of contacts between Ambassadors and GCRTA customers will be tracked and reported on a quarterly basis to Elizabeth Castelucci, GCRTA's Supervisor – Marketing Development, at bcastelucci@gcta.org or 216-356-3056.

4. DCA participates in a Parental Involvement Program (“PIP”) at Tower City Center (“Tower City”). Ambassadors stand on the GCRTA platform from 2 – 5:30 p.m. on Cleveland Municipal School District school days to assist the GCRTA Transit Police, CMSD Police Department and Tower City security staff with ensuring that students are safe, do not loiter in the mall, and access their public transportation. The Ambassadors also assist local law enforcement and Tower City Security with enforcing Tower City's prohibition against anyone under the age of 18 loitering in the mall. DCA subsidizes the entire cost of the PIP through its Special Improvement District assessments.
5. Ambassadors should contact Transit Police immediately if there is ever a safety or security concern on any GCRTA vehicle or property. That number is 216.566.5163. Ambassadors should also download the free iWatchRTA app on their smartphones for anonymous communication with GCRTA Transit Police.
6. All Ambassadors using GCRTA services will be required to complete Mystery Shopper scorecards. Ambassadors will have the option of submitting scorecards electronically using their mobile device or have hard copies of completed scorecards batched, scanned and forwarded on a monthly basis by DCA's office manager to Elizabeth Castelucci, GCRTA's Supervisor – Marketing Development, at bcastelucci@gcta.org or 216-356-3056.
7. DCA will provide information regarding GCRTA on the DCA website, including links to the rideRTA.com home page, trip planner and route schedule page.
8. GCRTA's Contract Manager for this Agreement is Stephen Bitto, GCRTA's Executive Director of Marketing. DCA's Contract Manager for this Agreement is Laura Clark, Vice President of Operations. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Bitto and Ms. Clark or their designee.

Downtown Cleveland Alliance
Attn: Laura Clark
Vice President of Operations
1010 Euclid Ave.
Third Floor
Cleveland, Ohio 44115
(216) 325-0943
lclark@downtowncleveland.com

Greater Cleveland Regional Transit Authority
Attn: Stephen Bitto,
Executive Director of Marketing
1240 West 6th Street
Cleveland, OH 44113-1331
(216) 356-3111
sbitto@gcrta.org

9. To the fullest extent permitted by law and to the full extent of DCA's intentional misconduct, reckless or negligent acts or omissions, DCA shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless GCRTA and its officials, agents, representatives, and employees from and against all claims, actions,

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judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to reasonable attorney's fees and worker's compensation benefits, to the extent caused by DCA's intentional misconduct, reckless or negligent acts or omissions in the performance of its Services under this Agreement, or the negligent acts or omissions of any person or contracted entity directly or indirectly employed or contracted by DCA.

10. DCA shall maintain books, records, documents, and other evidence of all of DCA's transactions in connection with GCRTA's passes. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of DCA. DCA shall, at all times during the term of this Agreement and for a period of three (3) years after the completion of this Agreement, maintain such records, together with any supporting or underlying documents and materials. The DCA shall at any time requested by GCRTA, whether during or after completion of this Agreement, and at DCA's own expense make such records available to GCRTA for inspection and audit during normal business hours at the DCA's office or place of business or at a time and location that is convenient for GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from the DCA. Any adjustments and/or payments that must be made as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to DCA.
11. If GCRTA is prevented from performing any of its obligations, as set forth in this agreement, because of an act of God, war, riot, civil disorder, vandalism, theft, fire, water, earthquake, strike, labor dispute, or other occurrences beyond its control, the performance shall be excused for such period of time as performance is reasonably prevented by such occurrence.
12. To the extent that any portion of this Agreement is found to be in violation of any applicable law, said portion(s) of this Agreement are stricken but all remaining portions of this Agreement shall remain in full force and effect.
13. The term of this Agreement shall commence on July ____, 2019, and shall continue through July _____, 2022. During the term of this Agreement, either party may terminate this Agreement, with 30 days advance written notice of such termination.
14. Notices: All notices under this Agreement shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, and directed to the other party at its address set forth below, or at such other address within the continental United States as any party may hereafter designate by similar notice to the other.

The Greater Cleveland Regional Transit Authority
Attn: DGM – Finance and Administration Division
1240 West 6th Street
Cleveland, Ohio 44113-1302

Downtown Cleveland Alliance
Attn: Vice President of Operations
1010 Euclid Avenue, 3rd Floor
Cleveland, OH 44115

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IN WITNESS WHEREOF, DCA and GCRTA have executed this Agreement at Cleveland, Ohio, as of the date first written above:

DOWNTOWN CLEVELAND ALLIANCE

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

Joseph A. Marinucci, President and CEO

Floun'say R. Caver, PhD., Interim CEO,
General Manager/Secretary-Treasurer

APPROVED AS TO LEGAL FORM:

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