

RESOLUTION NO. 1990 - 179

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT
TO THE PUBLIC TRANSPORTATION OPERATING AGREEMENT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND
NORTH OLMSTED.**

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") and the City of North Olmsted entered into a Public Transportation Operating Agreement dated December 14, 1988, and

WHEREAS, GCRTA and the City of North Olmsted have determined that it is in their mutual interest that GCRTA provide the diesel fuel to be used by the City's buses to provide the contracted services, and

WHEREAS, the Operating Agreement provides no change or modification to the original agreement shall be of any force or effect unless the amendment is dated and reduced to a writing executed by all parties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the GCRTA, Cuyahoga County, Ohio:


Section 1: That the General Manager be and he is hereby authorized and directed to execute an amendment to the Public Transportation Operating Agreement dated December 14, 1988, between the GCRTA and the City of North Olmsted. A copy of said amendment is attached hereto and fully incorporated as if written herein.

Section 2: That if the parties agree, the General Manager and Secretary-Treasurer is further authorized and directed to enter into a similar amendment to the Public Transportation Operating Agreement dated March 30, 1989, between GCRTA and the City of Maple Heights.

Section 3: The General Manager and Secretary-Treasurer is hereby authorized and directed to execute, deliver, and perform all such further agreements, instruments, documents, and acts in the name and on behalf of the GCRTA as shall be required to carry out the intent and purposes of this resolution.

Section 4: That this resolution shall become effective immediately upon its adoption.

Adopted: October 23, 1990



President

Attest: 

General Manager/Secretary-Treasurer

AMENDMENT TO THE PUBLIC TRANSPORTATION OPERATING
AGREEMENT DATED DECEMBER 14, 1988, BETWEEN THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND
THE CITY OF NORTH OLMS TED

WHEREAS, The Greater Cleveland Regional Transit Authority (hereinafter "GCRTA") and the City of North Olmsted (hereinafter "City") entered into a Public Transportation Operating Agreement dated December 14, 1988, and

WHEREAS, GCRTA and the City have determined that it is in their mutual interest that GCRTA provide the diesel fuel to be used by the City's buses to provide the contracted services, and

WHEREAS, the Public Transportation Operating Agreement provides that no change or modification to the original agreement shall be of any force or effect unless the amendment is dated and reduced to a writing executed by all parties.

NOW, THEREFORE, in consideration of the mutual promises and covenant's contained herein, the GCRTA and the City agree that the Public Transportation Operating Agreement dated December 14, 1988, shall be amended as follows:

Section 1: That Section 12.5 of the Public Transportation Operating Agreement dated December 14, 1988, shall be amended to read as follows:

"Effective January 1, 1991, the Authority shall be responsible for providing diesel fuel for buses used by the City to provide contracted services. Diesel fuel shall be the same product as used by the Authority on all of its diesel fuel buses and with the same OEM requirements."

Section 2: That effective January 1, 1991, Schedule 2 - Costs Reimbursement of the Public Transportation Operating Agreement between GCRTA and the City shall be amended as follows:

Page 1 - Delete "Diesel Fuel: (Gross) Vehicle mile .1803"
Page 3 - Delete "Diesel Fuel and Statement"
Page 5 - Delete "Diesel Fuel Veh. miles .1803"

IN WITNESS WHEREOF the parties hereto have caused this Amendment to the December 14, 1988, Public Transportation Operating Agreement between the Greater Cleveland Regional Transit Authority and the City of North Olmsted to be executed this ____ day of _____, 1990.

Witnesses:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____
RONALD J. TOBER

Its: General Manager/Sec'y-Treas.

The legal form and correctness
of this instrument are hereby
approved.

Assistant General Manager - Legal

Witnesses:

CITY OF NORTH OLMSTED

By: _____

Its: _____

The legal form and correctness of
this instrument are hereby approved.

Law Director - City of North Olmsted

City of North Olmsted

5200 Dover Center Road
North Olmsted, Ohio 44070

Ralph H. Bohlmann, Director
Department of Public Service

Ed Boyle, Mayor
Phone: (216) 777-8000

September 13, 1990

Mr. Phil Gary
Assistant General Manager - Operations
Greater Cleveland RTA
615 Superior Avenue NW
Cleveland, Ohio 44113

Approved
[Signature]
9/17/90

Dear Mr. Gary:

Please be advised that we recommend an ADDENDUM or a LETTER OF UNDERSTANDING, to the Public Transportation Operating Agreement between the Greater Cleveland RTA and the City of North Olmsted, to be effective January 1, 1991.

This change will enable the NOMBL to use RTA's diesel fuel supplier for fuel consumed in all transit buses, as part of the RTA diesel fuel contract. The NOMBL currently consumes approximately 300,000 gallons annually. This matter has been discussed between Mr. J. Zingale at RTA and Mr. T. Terbrack at NOMBL.

It will require a change in Section 12.5 to read as follows:

"Effective January 1, 1991, the Authority shall be responsible for providing diesel fuel for buses used by NOMBL to provide contracted services. Diesel fuel shall be the same product as used by the Authority on all of its diesel fuel buses and with the same OEM requirements."

It should also require the following changes in Schedule 2 Cost Reimbursement, effective January 1, 1991:

- Page 1 - Delete "Diesel Fuel: (Gross) Vehicle mile .1803"
- Page 3 - Delete "Diesel Fuel and Statement"
- Page 5 - Delete "Diesel Fuel Veh. Miles .1803"

These deletions will reduce RTA's monthly payments to the City since diesel fuel will no longer be a portion of that payment. The Authority's Accounting Department will pay for our deliveries in the same manner as how your district garages are paid for.

Our current contract with Independent Energy Company expires on December 31, 1990. We would like to request that RTA's supplier begin deliveries to the NOMBL on or after January 1, 1991. Any diesel fuel inventory left over on December 31, 1990 will be recorded by our staff and will be a part of our 1990 RTA Annual Audit by your Internal Audit Department.

Please confirm receipt of this letter and the recommendations we are requesting, as soon as possible.

Sincerely,

CITY OF NORTH OLMSTED



Edward J. Boyle
Mayor

cc: R. Tober, RTA General Manager
M. Ibrahim, RTA Senior Auditor
R. Bohlmann, Director of Public Service
M. Gareau, Director of Law
NOMBL