

RESOLUTION NO. 1993-87

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO  
DEMONSTRATION AGREEMENTS WITH  
MUNICIPALITIES WITHIN CUYAHOGA COUNTY

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) is a regional transit authority created for the purpose of providing public transportation services throughout Cuyahoga County pursuant to Sections 306.30 through 306.54, and 306.70 and 307.71 of the Ohio Revised Code; and

WHEREAS, traditional fixed-route GCRTA bus services have recently been eliminated in various municipalities because it is no longer cost-effective for GCRTA to continue operating such services; and

WHEREAS, an alternative service delivery mechanism to traditional fixed-route bus services may be more appropriate in certain municipalities; and

WHEREAS, GCRTA wishes to assist those municipalities affected by the recent elimination of GCRTA fixed-route bus services by offering an alternative form of public transit service; and

WHEREAS, GCRTA wishes to assist those municipalities that have requested additional GCRTA services which GCRTA has been unable to provide.

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 is hereby authorized to enter into Demonstration Agreements in a form substantially similar to Exhibit A attached hereto with municipalities located within Cuyahoga County.

Section 2. That said Demonstration Agreements shall initially be limited to those municipalities directly affected by the March, 1993 service eliminations.

Section 3. That the initial term of the Demonstration Agreement shall be for a period not to exceed eighteen (18) months; however, the General Manager may extend the term of the agreement for a period not to exceed five (5) years upon mutual consent of the municipality.

Section 4. That, the General Manager be and is hereby authorized in his or her sole discretion to cancel the agreement pursuant to the provision therein without further action by this Board.

Section 5. That if the service demonstration projects are determined by the General Manager to be in the best interest of the Authority he is authorized to offer such Demonstration Agreements to other municipalities not directly affected by the March, 1993 service eliminations.

Section 6. That, under such a Demonstration Agreement, the municipality will be responsible for all costs associated with operating the public transit service.

Section 7. That, under such a Demonstration Agreement, GCRTA will provide the municipality with an accessible van or mini-bus on a lease basis at a minimal cost.

Section 8. That, under such a Demonstration Agreement, the municipality must agree to make the service available to all members of the general public and not restrict public access to the service in any way.

Section 9. That this resolution shall become effective immediately upon its adoption.

Attachments: Exhibit A - Demonstration Agreement

Adopted: \_\_\_\_\_ May 18 \_\_\_\_\_, 1993

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
General Manager/Secretary-Treasurer

## DEMONSTRATION AGREEMENT

This Demonstration Agreement (the "Demonstration Agreement") is entered into by and between the City of \_\_\_\_\_, an Ohio municipal corporation having an office at \_\_\_\_\_ ("City"), and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, having an office at 615 Superior Avenue, W., Cleveland, Ohio 44113 ("RTA").

WHEREAS, RTA is a regional transit authority created for the purpose of operating or providing for public transportation services throughout Cuyahoga County pursuant to Sections 306.30 through 306.54, and 306.70 and 307.71 of the Ohio Revised Code, and

WHEREAS, the City desires to enter into a demonstration agreement to provide certain public transportation services to its residents which is in excess of that being provided by RTA within the City, and

WHEREAS, RTA is willing to enter into a demonstration agreement by which it will provide to the City transit vehicles for the City's use in operating or providing specific public transportation services, and

WHEREAS, the City agrees to accept such vehicles from RTA for the provision of public transportation services subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained in this Demonstration Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Lease of Vehicles

In consideration of the sum of one dollar (\$1.00) RTA agrees to provide to the City two (2) Skillcraft transit coaches ("Buses") to provide public transit service in accordance with the terms and conditions of this Demonstration Agreement.

The Authority retains the right to offer substitute vehicles in lieu of the Skillcraft vehicles named above at any time during the term of this Demonstration Agreement, which offer shall not be unreasonably refused by the City.

RTA shall provide the Buses to the City on an "as is" basis with no written, stated or implied warranties. The City shall have the right to inspect the Buses prior to their acceptance. RTA shall correct any reasonable deficiencies found as a result of such inspection to the satisfaction of the City prior to its acceptance of the vehicles.

### 2. Public Transit Service

The Buses leased herein shall be used for transportation service to be made available to members of the general public in accordance with a plan developed by the City to meet the public transit needs of the City in excess of that currently provided by RTA.

It is expressly understood by the parties hereto that any public transit service offered under this demonstration program must be made available to all members of the general public and the City may not in any way restrict public access to the service provided under this Demonstration Agreement.

The City agrees to use only one of the Buses to provide the service contemplated herein, while maintaining and using the other Bus as a spare.

3. Fares

The City may, at its sole discretion establish fare rates to be charged to passengers of the transit service provided under this Demonstration Agreement. However, the rate of fare may not exceed the established one-way RTA fare for comparable service.

In the event that the City elects to charge a fare to passengers who utilize the services provided under this Demonstration Agreement, all fare box revenues collected by the City shall remain the property of the City and the RTA shall have no right or interest therein.

Both Buses furnished by RTA under this Demonstration Agreement will be equipped with locking non-registering fareboxes.

There shall be reciprocity of transfer privileges between passengers who utilize the service provided under this Demonstration Agreement and the regularly scheduled public transit service offered by RTA.

4. Term of Project/Agreement

The term of this Demonstration Agreement shall be for a period of six (6) months commencing on \_\_\_\_\_, 1993, and ending on \_\_\_\_\_, 1993.

At least thirty (30) days prior to the expiration of this Demonstration Agreement the parties may commence negotiations for a continuation of the demonstration project herein.

The Demonstration Project may be terminated upon thirty (30) days written notice by either party.

Upon termination of this Demonstration Agreement the City shall immediately relinquish to RTA, all RTA property in the possession of the City in the same condition as it was when originally accepted by the City, normal wear and tear excepted.

5. Personnel

The City shall furnish such numbers of qualified personnel as are required for the safe and efficient operation of the service hereunder and the maintenance of

Buses leased to the City. All such personnel shall be and remain employees of the City or its designee and shall not be employees of the RTA.

6. Vehicle Maintenance

The City or its designee shall perform all preventative maintenance and repair in accordance with the vehicle manufactures recommendations. RTA shall provide the City with copies of all operating and maintenance manuals for Buses leased to the City.

The City shall also be responsible for the maintenance and repair of the Buses resulting from collisions and/or improper maintenance and/or operation.

RTA will be responsible for the repair and/or replacement of major power train assembly and components and other major equipment components such as air conditioning provided that the failure of such components occurred despite normal maintenance and operating practices and procedures.

RTA will equip the Buses with front destination sign language as specified by the City within the technical specifications of the destination sign equipment.

RTA will also provide the City with two (2) spare tires for the Buses. In the event that the City experiences a tire failure, such tire shall be returned to RTA for repair or replacement so that the City shall have two (2) serviceable spare tires in its possession at all times.

Prior to releasing the Buses to the City, RTA shall conduct a maintenance, vehicle operation, and repair familiarization program for City employees who will be responsible for these functions. RTA will also provide the City with a complete set of operating and maintenance manuals for these Buses.

Records of all maintenance and repair performed on the Buses shall be kept by the City and made available to RTA.

7. Hold Harmless

The City agrees to indemnify, defend, and save harmless the RTA from and against any and all actions, claims, costs, damages, demands, expenses, liabilities, or losses of every nature on account of injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the services, the transit personnel, or the City's performance hereunder.

The City shall also indemnify, defend and save harmless the RTA from and against any and all actions, claims, costs, damages, demands, expenses, liabilities, or losses on account of personal injury to or loss of property by City employees used by the City from time to time in connection with its performance hereunder.

8. Insurance

The City warrants that it is a self-insured political sub-division for the purposes of personal injury and liability claims.

9. Compliance with Federal Transit Agency (FTA) and Americans With Disabilities Act (ADA) Regulations

It is recognized by the parties that the Buses leased to the City by the RTA pursuant to this Demonstration Agreement are funded in part by a grant through the FTA and the City agrees to comply with all FTA and ADA rules and regulations pertaining to the use of FTA funded equipment.

10. Licenses and Permits

The City shall obtain any and all permits, licenses, certificates, entitlements or approvals which are or may be required by any federal, state, municipal or other governmental body of competent jurisdiction that may be necessary for the performance of the service.

11. Assignment

The performance of this Demonstration Agreement may not be assigned by the City or the RTA, or in any way subcontracted by the City on a continuing basis, except upon the prior written consent of the RTA.

12. Relationship of Parties

Nothing contained in this Demonstration Agreement shall be deemed or construed by the parties hereto or by third parties to create a partnership, joint venture, agency, or any other relationship between the RTA and the City.

13. Governing Law

This Demonstration Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the City of \_\_\_\_\_ has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 1993, and the RTA has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

CITY OF \_\_\_\_\_

Witnesseth: \_\_\_\_\_ By: \_\_\_\_\_  
Name  
Mayor, City of \_\_\_\_\_

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

Witnesseth: \_\_\_\_\_ By: \_\_\_\_\_  
Ronald J. Tober  
General Manager/Secretary-Treasurer  
"RTA"

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