

RESOLUTION NO. 2003- 105

RATIFYING AN INTERGOVERNMENTAL AGREEMENT
CONTRACT FOR THE LEASE OF EIGHT ORION II COACHES
FROM THE BUTLER COUNTY REGIONAL TRANSIT
AUTHORITY FOR A PERIOD NOT TO EXCEED ONE YEAR
AND FOR AN AMOUNT NOT TO EXCEED \$65,000.00
(GENERAL FUND - FLEET MANAGEMENT DEPARTMENT
BUDGET).

WHEREAS, additional Circulator Coaches are necessary to meet the demand of
Greater Cleveland Regional Transit Authority's customers; and

WHEREAS, the Butler County Regional Transit Authority has offered to lease to the
GCRTA eight Orion II coaches to supplement our present fleet; and

WHEREAS, this Intergovernmental Agreement is permitted under O.R.C. 306.43(d);
and

WHEREAS, the General Manager deems the offer of the Butler County Regional
Transit Authority to be advantageous to the Greater Cleveland Regional Transit Authority and
recommends approval.

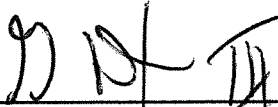
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater
Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the action of the General Manager/Secretary-Treasurer in entering into
a contract for the lease of eight Orion II coaches from the Butler County Regional Transit
Authority for a period of one year, is hereby ratified.

Section 2. That said amount shall be payable from the General Fund, Fleet
Management Department Budget, in an amount not to exceed sixty-five thousand & 00/100
dollars (\$65,000.00).

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: July 15, 2003



President

Attest: 

CEO, General Manager/Secretary-Treasurer



TITLE/DESCRIPTION: RATIFYING AN INTERGOVERNMENTAL AGREEMENT FOR THE LEASE OF EIGHT ORION II COACHES FROM THE BUTLER COUNTY REGIONAL TRANSIT AUTHORITY FOR A PERIOD NOT TO EXCEED ONE YEAR AND FOR AN AMOUNT NOT TO EXCEED \$65,000.00 (GENERAL FUND - FLEET MANAGEMENT DEPARTMENT BUDGET).	Resolution No.: 2003 -105
	Date: July 10, 2003
	Initiator: Fleet Management

ACTION REQUEST:

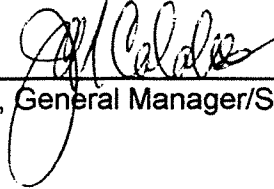
Approval Review/Comment Information Only Other _____

- 1.0 PURPOSE/SCOPE: This resolution will ratify the action of the General Manager/Secretary Treasurer in entering into a contract with the Butler County Regional Transit Authority, for the lease of eight (8) Orion II Coaches for a period of one year.
- 2.0 DESCRIPTION/JUSTIFICATION: The Authority requires these buses for the new University Circle/Heights Area Community Circulator service and to supplement the vehicle requirements of its other Community Circulator services.
- 3.0 PROCUREMENT BACKGROUND: This is an intergovernmental agreement as encouraged in FTA Circular 4220.1E and is permitted by O. R. C. 306.43 (d). As per the agreement, the base rate is forty-eight thousand dollars (\$48,000.00) plus an additional seventeen thousand dollars (\$17,000.00) for estimated mileage charges above the base rate.

A price analysis was performed and the Procurement Department has determined the offer to be fair and reasonable to the Authority.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement will be funded through the General Fund, Fleet Management Department budget in an amount not to exceed \$65,000.00.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would adversely affect the Authority's ability to provide Community Circulator services.
- 8.0 RECOMMENDATION: It is recommended that the resolution be passed ratifying the agreement of the General Manager/Secretary Treasurer and Butler County Regional Transit Authority for the leasing of eight Orion II coaches to support GCRTA's service requirements for circulator service.

9.0 ATTACHMENTS: Butler County Lease Agreements

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



CEO, General Manager/Secretary- Treasurer

**BUTLER COUNTY REGIONAL TRANSIT AUTHORITY
VEHICLE LEASE AGREEMENT**

This Vehicle Lease Agreement ("Agreement") is made and entered into as of this 13 day of June 2003, by and between the Greater Cleveland Regional Transit Authority ("GCRTA") a political subdivision of the State of Ohio, having its principal place of business at 1240 West 6th Street, Cleveland, Ohio 44113-1331, and the Butler County Regional Transit Authority (BCRTA) a political subdivision of the State of Ohio, having its principle place of business at 3045 Moser Court, Hamilton, Ohio 45011.

WITNESSETH:

WHEREAS, the BCRTA is the owner and operator of eleven (11) 1999/2000 Orion II buses, and

WHEREAS, BCRTA is not currently utilizing the Orion buses to provide public transit service in Butler County, and

WHEREAS, the GCRTA has indicated its desire to lease eight (8) of the aforementioned Orion II buses from the BCRTA in order to supplement its existing fleet of transit buses, and

WHEREAS, the BCRTA wishes to lease to the GCRTA eight (8) of its 1999 Orion II buses.

NOW, THEREFORE, to the mutual benefit of both parties and in consideration of the above-mentioned premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
PROVISION OF TRANSIT VEHICLES**

1. The BCRTA hereby agrees to lease to the GCRTA that number of transit buses (the "Transit Vehicles") specified in Schedule 1 for the use of the GCRTA in its normal transit operations.

**ARTICLE II
TERMS**

2. The BCRTA hereby leases to the GCRTA those eight vehicles in Schedule 1 for a period of one year commencing June 13, 2003 to May 31, 2004, but in the event that the BCRTA requires some or all of the leased Transit Vehicles prior to May 31, 2004, upon thirty (30) days notice, the lease of those vehicles requested by BCRTA will terminate, and the GCRTA will return each of the requested Transit Vehicles on Schedule 1 to a location designated by the BCRTA. In the alternative, if the BCRTA does not require the return of all of the leased Transit Vehicles before or at the end of the lease term, and/or should any of the leased Transit Vehicles be designated as "surplus" and the Southwest Ohio Regional Transit Authority (SORTA) elects to not exercise its "first right of refusal," a) GCRTA may renew this lease for an additional one-year period, or b) GCRTA may elect to purchase the Transit Vehicles at a cost in compliance with FTA regulations, with 75% of all money already paid by GCRTA under the lease applied towards BCRTA's remaining local equity in the vehicles.

**ARTICLE III
PAYMENT TO THE BCRTA**

3. The GCRTA will pay the BCRTA Five Hundred Dollars (\$500.00) per month for each bus listed in Schedule 1 for the term of this lease, for a total yearly amount of \$6,000.00 per

year per bus, except that if any bus is driven in excess of 3,500 miles per month, usage over 3,500 miles per month will be billed at an additional 20 cents per mile.

**ARTICLE IV
USE**

4. Purpose. The Transit Vehicles shall be used by the GCRTA to provide transportation service to its customers during its normal operations.

5. Manner of Use. The GCRTA shall use reasonable effort to make sure that the Transit Vehicles are used in a careful and proper manner, and in substantial compliance with all laws, ordinances, and regulations relating to the possession use or maintenance of transit vehicles.

**ARTICLE V
DELIVERY AND RETURN OF TRANSIT VEHICLES**

6. The GCRTA will perform and document a pre-acceptance inspection of the Transit Vehicles and prepare the Transit Vehicles for transportation from the BCRTA's facility. The purpose of the pre-acceptance inspection is to determine and document the condition of the Transit Vehicles in Schedule 1 prior to their transport. The GCRTA will be responsible for the transporting of the Transit Vehicles from the BCRTA's facility to the GCRTA's facility. Upon the completion of the term of this lease, if the parties do not exercise the option to transfer ownership to GCRTA, the Transit Vehicles shall be returned to BCRTA by GCRTA. All Transit Vehicles shall be returned in good repair, condition and working order, excluding ordinary wear and tear resulting from the intended use of the Transit Vehicles. All reasonable costs associated with the delivery, storage, and return of the Transit Vehicles shall be paid by the GCRTA.

**ARTICLE VI
MAINTENANCE AND ALTERATIONS**

7. Maintenance of Transit Vehicles. The GCRTA shall have responsibility for all routine operational and maintenance costs associated with the Transit Vehicles from the date GCRTA takes possession of the Transit Vehicles until the Transit Vehicles are returned to the BCRTA. The GCRTA agrees to provide routine maintenance in accordance with the manufacturers specification on the Transit Vehicles during the period that they are in the possession of the GCRTA.

8. Alterations. The GCRTA will make only those alternations to the vehicles that are required to integrate said Transit Vehicles into the GCRTA's normal operational services and prior to returning the vehicles to BCRTA, restore the vehicles to their original condition or a condition acceptable to BCRTA.

**ARTICLE VII
RISK OF LOSS**

9. The GCRTA hereby assumes and shall be responsible for physical loss or damage to the Transit Vehicles during the period GCRTA has possession, excluding physical loss or damages resulting from pre-existing conditions and damage resulting from ordinary wear and tear, and will provide proof of adequate liability (minimum of \$10 million dollars). In the event of physical loss or damage to the Transit Vehicles for which the GCRTA is responsible, the GCRTA shall (i) repair the physical loss or damage to the Transit Vehicle, or (ii) replace the Transit Vehicle with equipment of like kind, or (iii) pay to the BCRTA the replacement cost for the lost or damaged Transit Vehicle. In the event that GCRTA replaces the vehicle or pays the

lost value of any Transit Vehicle, the Transit Vehicle to which such exchange or payment pertains shall become the property of GCRTA and shall no longer be subject to this Agreement.

**ARTICLE VIII
HOLD HARMLESS**

10. The GCRTA shall be responsible and hold harmless the BCRTA and its directors, officers, employees, and agents from any and all claims, damages, liabilities, fines and expenses, including court cost and reasonable attorney's fees in any manner arising out of the GCRTA's use of the Transit Vehicles. However, nothing contained herein shall be interpreted to require the GCRTA to be responsible or hold harmless the BCRTA or its directors, officers, employees or agents against claims, damages, liabilities, fines and expenses resulting from preexisting defects in the Transit Vehicles.

**ARTICLE IX
MISCELLANEOUS**

11. Time of the Essence. The parties hereby acknowledge and agree that time is of the essence in this Agreement.

12. Governing Parties. This Agreement has been entered into and shall be governed by the laws of the State of Ohio. The parties consent to the jurisdiction and venue of the State of Ohio.

**ARTICLE X
ENTIRE AGREEMENT**

13. This Agreement contains the entire agreement between the parties and no provisions may be waived, modified or altered except in writing of each of the parties.

**ARTICLE XI
BINDING EFFECT**

14. This Agreement shall inure to the benefit of and be binding upon GCRTA and BCRTA and their respective representatives, successors and assigns.

**ARTICLE XII
HEADINGS**

15. The headings in this Agreement are for convenience only and shall not effect in any way the meaning of the provisions in which they refer.

**ARTICLE XIII
NOTICES**

16. All notices, demand requests, or communications relating to this Agreement shall be in writing and shall be mailed first class or transmitted by hand-delivery, receipt confirmed, addressed as follows:

If to the GCRTA: Joseph A. Calabrese, CEO
General Manager/Secretary-Treasurer
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

With a copy to: Sheryl King Benford, General Counsel
Deputy General manager for Legal Affairs
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

If to the BCRTA: Ms. Carla Lakatos
Executive Director
Butler County Regional Transit Authority
3045 Moser Court
Hamilton, Ohio 45011

With a copy to: Gary E. Becker, General Counsel
Dinsmore & Shohl, LLP, Suite 1900

255 East Fifth Street
Cincinnati, Ohio 45202

Each party's address may be changed by written notice to the other party. Each notice, demand, request or other communication transmitted in the manner described above shall be deemed officially given, served, sent and received for all purposes and at such time as is received by the addressee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

[Signature] 6/12/03
ANTHONY A. CAROLINI 6/12/03
[Signature] 6/12/03
GLENN HENDRIX

[Signature]
By: Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

This legal form and correctness of the within instrument are hereby approved.

[Signature]
Edward J. O'Connell (Victory)
Sheryl King Benford, General Counsel 6-12-03
Deputy General Manager for Legal

**BUTLER COUNTY REGIONAL
TRANSIT AUTHORITY**

3045 Moser Court
Hamilton, Ohio 45011

WITNESS:

Robert E. Reardon

Kathy Meyer

By: Carla L. Lakatos

Carla Lakatos

Its: Executor Director

This legal form and correctness of the within
instrument are hereby approved.

Gary E. Becker, General Counsel

SCHEDULE 1

<u>MAKE</u>	<u>UNIT #</u>	<u>YEAR</u>	<u>VIN NUMBER</u>	<u>MILEAGE</u>
Orion II	201	1999	1VH2B1D27X6200079	88,152
Orion II	202	1999	1VH2B1D23X6200080	81,491
Orion II	203	1999	1VH2B1D25X6200081	80,685
Orion II	204	1999	1VH2B1D27X6200082	61,742
Orion II	205	1999	1VH2B1D29X6200083	56,704
Orion II	206	1999	1VH2B1D20X6200084	83,450
Orion II	207	1999	1VH2B1D22X6200085	85,832
Orion II	208	1999	1VH2B1D24X6200086	53,627

911839v1