

RESOLUTION NO. 2005-184

A RESOLUTION AUTHORIZING AN INCUBATOR AGREEMENT WITH THE SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY (STC) FOR THE PROVISION OF INCUBATOR SERVICES BY THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY.

WHEREAS, the Cuyahoga County Senior Transportation working group issued its final report on July 9, 2004 identifying the need for organizational alternatives to improve and expand the delivery of senior transportation services in Cuyahoga County; and

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) was a participating member of the Senior Transportation working group; and

WHEREAS, on February 3, 2005 the Senior Transportation Connection of Cuyahoga County (STC) was incorporated in the State of Ohio as a non-profit corporation; and

WHEREAS, the GCRTA is the appointing authority for one director to the Board of Directors of the STC; and

WHEREAS, the goals of the STC "to provide comprehensive, coordinated, efficient and affordable transportation to seniors in Cuyahoga County," will benefit GCRTA, are consistent with, and will further the GCRTA's goal of "enhancing mobility for the transit dependent;" and

WHEREAS, the GCRTA desires to assist the STC by providing "incubator" services to the STC.

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

Section 1. That the Board of Trustees of the Greater Cleveland Regional Transit Authority hereby authorizes an Incubator Agreement with the Senior Transportation Connection of Cuyahoga County for the provision of Incubator Services.

Section 2. That the General Manager is authorized to enter into an Incubator Agreement for a period of time not to exceed one (1) year substantially in the form of the Agreement attached hereto as Exhibit "A".


Section 3. That the remaining terms of said Agreement shall be as is agreed to by the parties, as is permitted by State and Federal law, in accordance with this Board's Policies and all other regulations governing the conduct of the GCRTA.

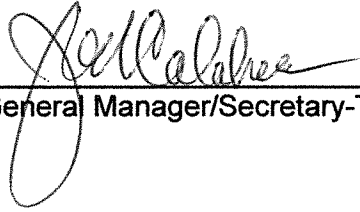
Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon funding for future years; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2005-51; bonding and insurance requirements and all applicable laws related to contractual obligations of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachments: Incubator Agreement  
Trapeze Service Agreement

Adopted: December 20, 2005

  
\_\_\_\_\_  
President

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

**EXHIBIT "A"**  
**Incubator Services Agreement**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between the Senior Transportation Connection of Cuyahoga County ("STC"), a nonprofit corporation established under Ohio law, with its mailing address at 323 Lakeside Avenue West, Suite 400, Cleveland, Ohio 44113, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a political subdivision of the State of Ohio, located at 1240 West 6th Street, Cleveland, Ohio 44113-1331.

Whereas, as the result of a comprehensive strategic planning process, a new hybrid human service/ public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County; and

Whereas, as part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system; and

Whereas goals of the STC *"to provide comprehensive, coordinated, efficient and affordable transportation to seniors in Cuyahoga County,"* will benefit GCRTA, are consistent with, and will further the GCRTA's goal of *"enhancing mobility for the transit dependent;"* and

Whereas, the GCRTA desires to assist the STC by providing "incubator" services to the STC;

Whereas the GCRTA will provide the consultation, management experience, and leadership needed to advance the STC's development, and to increase its opportunity for success;

Now therefore, in consideration of the foregoing, and of the premises and mutual covenants, promises and representations contained herein, the parties agree that GCRTA will,

to the extent approved by its Board of Trustees, support the STC by contributing business incubation services-as follows:

**I. Accounting and Financial Functions.**

**A. Accounting.** The GCRTA shall consult and advise with the STC in obtaining and/or establishing its basic accounting and auditing systems, including but not limited to, the development and implementation of financial management procedures, developing organizational and grant budgets, monitoring expenses and revenues, maintaining accounts, processing payroll, and conducting audits.

**B. Fiscal Agent.** If requested by the STC, the GCRTA may serve as the STC's fiscal agent for the application, receipt and/or disbursement of state and federal funds awarded by grant or appropriation. Should the GCRTA act as a designated federal funds recipient for the STC, then the STC shall execute a federal funds subrecipient agreement substantially in the form of the attached Exhibit A.

**C. General Procurement.** The GCRTA shall consult and advise the STC in its procurement functions and policies. All procurement actions by GCRTA for or on behalf of the STC shall be governed by applicable federal, state and local laws, regulations, and are subject to the STC Board of Directors' approval. Without limiting the generality of the foregoing, the GCRTA shall consult and advise the STC in such procurement matters as the development and implementation of written purchasing procedures, instituting proper management controls to ensure that all purchases are necessary or appropriate, developing purchasing specifications and conducting cost and price analyses, and the actual procurement of equipment, supplies and services for or on behalf of the STC.

**II. Technical Assistance and Technological Functions**

**A. Trapeze Software.** The GCRTA, at the request of the STC, shall procure from the Trapeze Software Group ("Trapeze") rights for the STC, as a sublicensee under the

GCRTA contract with Trapeze, to use Trapeze scheduling software in STC operations. This right to use as a sublicensee shall be subject to all GCRTA and Trapeze terms and conditions and shall be subject to renewal on an annual basis. STC shall take no action or fail to take any action that would cause GCRTA to be in breach of its agreement with Trapeze Software Group as that agreement now exists or may exist in the future. STC shall reimburse the GCRTA for the GCRTA's actual-costs and expenses incurred for providing the STC the right to use Trapeze software plus any annual maintenance costs associated with the STC use. The procurement of the sublicense and the STC's right to use Trapeze software shall be subject to a separate agreement between GCRTA and STC, the terms and conditions of which shall be consistent with this incubator services agreement.

**B. Installation of Trapeze Software and Supporting Equipment.** The GCRTA shall assist the STC and/or its designee service providers to install and maintain the Trapeze Software equipment, and train end-users, under the terms and conditions specified in the current or future sublicensee agreements or any separate agreement(s). The GCRTA shall consult and advise with the STC in obtaining or acquiring any supporting equipment necessary to make the Trapeze Software and related equipment fully operational

**C. Vehicle Replacement Plan.** The GCRTA will consult and advise with the STC in developing a vehicle monitoring and replacement schedule for use by designated service providers, as well as policies and procedures for ownership and or leasing vehicles replaced under such replacement schedule. The GCRTA will also consult and advise with the STC in developing vehicle performance and maintenance guidelines for the designated service providers.

### **III. Administrative Functions**

**A. Personnel and Human Resources.** The GCRTA agrees to consult and advise with the STC in the preparation of written personnel policies and staffing plans for the STC.

**B. Lease of space and facilities.** Upon completion of its Brooklyn garage and office facility rehabilitation, GCRTA shall make available to STC administrative office space under a long term lease. The lease of space to STC shall be by separate agreement between the parties and shall be on commercially reasonable terms, ~~taking into account the nature and purpose of the STC's operations~~ and shall be subject to all Federal Transit Administration Rules and Regulations.

**IV. Compensation.** Unless provided otherwise by separate agreement, GCRTA shall be compensated for its ~~actual~~ costs incurred in providing goods or services pursuant to this agreement. To the extent possible, ~~Actual~~ costs that are to be compensated shall be identified by GCRTA prior to delivery and shall be subject to the approval of STC.

**V. Compliance with law.** GCRTA and STC each agrees to comply fully with all applicable federal, state and local laws, regulations, executive orders and other legal requirements, as the same may be amended from time to time.

**VI. Audits & Inspections.** STC agrees to submit to GCRTA and/or the FTA such data reports, records, contracts, financial records and other documents as may be required from time to time by one or both, to verify compliance with the terms of this agreement or any applicable law or legal directive and to permit the audit or inspection of any record or document upon reasonable notice by the GCRTA or FTA for such purpose.

**VII. Assignment.** Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

**VIII. Termination.** This agreement may be terminated by either party upon the giving of 90 days notice to the other party.

**IX. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any changes or modifications hereto shall be made and agreed to in writing.

**XI. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections in this Agreement.

**X. Severability .** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity or enforcement of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

**XI. Notices.** All notices required to be given or made hereunder shall be given or made in writing by facsimile transmission, hand delivery, or ordinary United States Mail, return receipt requested, to the address of each party set forth above.

**XII. Law of Ohio.** Except as otherwise provided herein, this Agreement shall be construed in accordance with the laws of the State of Ohio.

**XIII. Insurances.**

- a. During the term of this agreement, the STC shall maintain insurances of the types and amounts that are usual and customary, taking into account the nature and extent of the STC's operations and properties. At a minimum, STC will maintain the following: Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. GCRTA shall be named as an additional insured for any losses arising out of its activities associated with the STC and the policy shall be written on an occurrence basis.
- b. Statutory Workers' Compensation coverage in compliance with state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

This Incubation Agreement does not cover vehicle operation. Prior to vehicle operations, The STC shall provide evidence of vehicle liability insurances acceptable to the GCRTA.

A.

**XIV. Indemnification.** With respect to work performed by STC, its contractors or agents, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that arise from, from the breach of this Agreement by the STC, or as a result of the negligence of the STC or its contractors, and the STC shall at its own expense defend GCRTA in all litigation, pay all reasonable attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees resulting from the same. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this or any other agreement.

**XV. Term of agreement.** The initial term of this agreement for incubation services shall expire on December 31, 2006, ~~and shall renew automatically thereafter from year to year~~ unless terminated early in accordance with the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Interagency Agreement at Cleveland, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2005

Senior Transportation Connection of Cuyahoga County

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

Timothy F. Hagan, Chairman of the Board

Greater Cleveland Regional Transit Authority

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

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



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

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

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Thomas J. Tarantino  
Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co., LPA  
Legal Counsel, Senior Transportation Connection  
of Cuyahoga County

## Federal Funds SubRecipient Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113 and XYZ Company located at \_\_\_\_\_.

WHEREAS, the GCRTA is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and in particular the Federal Transit Administration; and

WHEREAS, XYZ Company is undertaking a mass transportation project (herein referred to as the "Project") within Cuyahoga County that will be funded in whole or in part by federal funds; and

WHEREAS the GCRTA will act as the recipient of federal funds for and on behalf of XYZ Company permitting the pass through of federal funds for the Project, and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including the provision of the local share of project costs; and

WHEREAS, as a recipient of FTA funds, the GCRTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to include appropriate clauses in each subagreement stating a subrecipients responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders.

NOW THEREFORE, in consideration of their mutual promises and the receipt of federal monies, the GCRTA and XYZ Company agree as follows:

1. **Federal Law & Regulations.** XYZ Company acknowledges that it is a subrecipient of federal funds and as such subrecipient agrees that it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees as they may be amended from time to time during the course of this contract including the FTA Master Grant Agreement (MA11), a copy of which is attached hereto. XYZ Company shall be responsible for local match requirements, if applicable. All FTA mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained in this herein. XYZ Company shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request that would cause GCRTA to be in violation of FTA terms and conditions. XYZ Company agrees to be bound by and to require all of its subcontractors or subrecipients at any level to be in compliance with all mandatory federal requirements as they may be amended including, but not limited to:

- (a) Prompt payment of subcontractors - (49 CFR Part 26)
- (b) Restrictions on lobbying - (49 CFR Part 20)

EXHIBIT "A"

- (c) Civil Rights - (49 USC 5332; 42 USC 2000d et seq.; 49 CFR Parts 21, 25, 26, 27, 37, 38, and 609; Title VII of the Civil Rights Act of 1964, as amended; 42 USC 2000e; 41 CFR Part 60 et seq; Executive Order 11246; 20 USC 1681 et seq.; 42 USC 6101 et seq.; 49 USC 5301(d); 29 USC 794; 42 USC 12101 et seq.; 42 USC 4151 et seq.; 36 CFR Part 1192; 28 CFR Parts 35 and 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; 36 CFR Part 1194; 21 USC 1174 et seq; 42 USC 4581 et seq., 42 USC 290dd-3 and 290ee-3)
- (d) Access to records (49 USC 5325(a))
- (e) Patent Rights - (35 USC 200 et seq.; and 37 CFR Part 401)
- (f) Employee Protections - (40 USC 3141 et seq.; 49 USC 5333(a); 40 USC 3701 et seq.; 29 CFR Part 5; 40 USC 3704; 29 CFR Part 1926; 18 USC 874; 29 CFR Part 3; and 29 USC 201)
- (g) Environmental requirements - (42 USC 4321-4335; Executive Order 11514; 49 USC 5324; 40 CFR Part 1500-1508; 23 CFR Part 771; and 49 CFR Part 662; 16 USC 470f; Executive Order 11593; 16 USC 470; and 16 USC 469a-469c)

2. No Obligation by the Federal Government. XYZ Company and GCRTA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of this contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying contract; XYZ Company further agrees to include this clause, without modification, in any contract issued hereunder.

3. Indemnification.

- A. With respect to work performed by XYZ Company, its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by the XYZ Company, its contractors or agents, or as a result of the performance of the Project work by the XYZ Company, its contractors or agents, and whether or not the persons injured or whose property was damaged were third parties, employees of the XYZ Company or employees of any authorized contractor; and the XYZ Company shall at his/her own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.
- B. XYZ Company shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against any fines, penalties, all findings for recovery ordered or issued by any state or federal entity, and damages of any type due to the failure of XYZ Company, or its contractors or

agents to comply with any federal or state law, rule, regulation, and /or procedure. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.

4. Named additional insured. On every policy of insurance required by XYZ Company of its subcontractors and subrecipients for this Project, the GCRTA shall be named as an additional insured.

5. Audit and Inspection.

A. XYZ Company will keep records and documents for three (3) years following the completion performance of this contract or the Project, whichever occurs later. Such records and documents will be made available at reasonable times and places for inspection and copying by the GCRTA and/or the U.S. Department of Transportation, the Federal Transit Administration, the Ohio Department of Transportation and/or by any authorized representative thereof and will be submitted upon request, together with any other compliance information which may be required.

B. The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the Work shall have reasonable access to the Project site(s) and shall have the right to inspect all Work, records, drawings and data kept at the site or any office of XYZ Company.

6. No agent or contractor relationship. It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. XYZ Company shall have no authority, express or implied, to bind the GCRTA.

7. Environmental Responsibilities. In the administration and furtherance of the Project, XYZ Company shall be responsible for planning, coordinating and conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act; and for securing all necessary permits and approvals from all federal, state and local regulatory agencies. XYZ Company shall be responsible for assuring compliance with all commitments made as part of the Project's environmental clearance and/or permits.

8. Procurement. All goods and services for the Project shall be procured on a competitive basis and in compliance with Federal guidelines, including FTA Circular 4220.1E.

9. Contract Administration. XYZ Company shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project and shall ensure their accuracy in both amount and in relation to the progress made on the Project. All invoices submitted to GCRTA shall include a clear statement of work performed in support of reimbursement, including milestones or percentage of work complete. GCRTA may impose a project administration fee in an amount to be determined on a per project basis.

## **Trapeze Services Agreement**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY ("STC"), a nonprofit corporation established under Ohio law, with its mailing address at \_\_\_\_\_ and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a political subdivision of the State of Ohio, located at 1240 West 6th Street, Cleveland, Ohio 44113-1331.

Whereas, as the result of a comprehensive strategic planning process, a new hybrid human service/public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County; and

Whereas, as part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system; and

Whereas, goals of the STC *"to provide comprehensive, coordinated, efficient and affordable transportation to seniors in Cuyahoga County,"* will benefit GCRTA, are consistent with, and will further the GCRTA's goal of *"enhancing mobility for the transit dependent;"* and

Whereas, the GCRTA desires to assist the STC by providing "incubator" services to the STC; and

Whereas, the GCRTA will provide needed consultation on management and leadership to advance the STC's development, and to increase its opportunity for entrepreneurial success.

Now therefore, in consideration of the foregoing, and of the premises and mutual covenants, promises and representations contained herein, the parties agree that GCRTA will, to the extent approved by its Board of Trustees, support the STC by contributing business incubation services as follows:

**I. Trapeze Software.** The GCRTA, acting on behalf of the STC, shall procure from the Trapeze Software Group ("Trapeze") rights for the STC, as a sublicensee under the GCRTA contract with Trapeze, to use Trapeze scheduling software in STC operations. This right to use as a sublicensee shall be subject to all GCRTA and Trapeze terms and conditions and shall be subject to renewal on an annual basis. STC shall take no action or fail to take any action that would cause GCRTA to be in breach of its agreement with Trapeze Software Group as that agreement now exists or may exist in the future. STC shall reimburse the GCRTA for the GCRTA's costs and expenses incurred for providing the STC the right to use Trapeze software plus any annual maintenance costs associated with the STC use.

**II. Installation of Trapeze Software and Supporting Equipment.** The GCRTA shall assist the STC and/or its designee service providers to install and maintain the Trapeze Software equipment, and train end-users, under the terms and conditions specified in the current or future sublicensee agreements. The GCRTA shall consult and advise with the STC in obtaining or acquiring any supporting equipment necessary to make the Trapeze Software and related equipment fully operational.

**III. Compensation.**

**A.** STC shall compensate and pay to the GCRTA upon invoice for the Trapeze software and Trapeze implementation services in accordance with Attachment A hereto including, but not limited to the following:

1. Application License Fees	\$41,600
2. Implementation Services	\$24,900
3. Trapeze Expenses	\$4,850
4. Annual Maintenance Fee (1 <sup>st</sup> yr)	\$5,824

**B.** STC shall compensate the GCRTA, upon invoice and at GCRTA cost, for such other expenses that GCRTA may incur so as to make the system operational including but not limited to T-1 or other lines, hardware costs, additional licensure fees, software upgrades and additional implementation costs. STC shall also compensate the GCRTA, on a proportional basis, for any increase in licensure fees and annual maintenance fees if the maximum number of trips outlined in Attachment A is exceeded.

**IV. Compliance with law.** GCRTA and STC each agrees to comply fully with all applicable federal, state and local laws, regulations, executive orders and other legal requirements, as the same may be amended from time to time.

**V. Audits & Inspections.** STC agrees to submit to GCRTA and/or the FTA such data reports, records, contracts, financial records and other documents as may be required from time to time by one or both, to verify compliance with the terms of this agreement or any applicable law or legal directive and to permit the audit or inspection of any record or document upon reasonable notice by the GCRTA or FTA for such purpose.

**VI. Assignment.** Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

**VII. Termination.** This agreement may be terminated by either party upon the giving of 90 days notice to the other party.

**VIII. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any changes or modifications hereto shall be made and agreed to in writing.

**IX. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections in this Agreement.

**X. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity or enforcement of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

**XI. Notices.** All notices required to be given or made hereunder shall be given or made in writing by facsimile transmission, hand delivery, or ordinary United States Mail, return receipt requested, to the address of each party set forth above.

**XII. Law of Ohio.** Except as otherwise provided herein, this Agreement shall be construed in accordance with the laws of the State of Ohio.

**XIV. Indemnification.** With respect to work performed by STC, its contractors or agents, it shall indemnify, keep and save harmless the GCRTA and its respective officers, agents and employees against all suits or claims that may be based upon any death or injury to persons or property that arise from the breach of this Agreement by the STC, or as a result of the negligence of the STC or its contractors, and the STC shall at his/her own expense defend

GCRTA in all litigation, pay all reasonable attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees resulting from the same. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this or any other agreement.

**XV. Term of agreement.** This agreement for Trapeze services shall expire on \_\_\_\_\_ unless renewed or terminated early in accordance with the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Interagency Agreement at Cleveland, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2005.

Senior Transportation Connection of Cuyahoga County

By: \_\_\_\_\_  
Timothy F. Hagan, Chairman of the Board

Greater Cleveland Regional Transit Authority

By: \_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treasurer

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

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

\_\_\_\_\_  
Thomas J. Tarantino  
Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co, LPA  
Legal Counsel, Senior Transportation Connection  
of Cuyahoga County





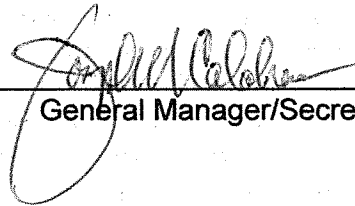
<b>TITLE/DESCRIPTION:</b> A RESOLUTION AUTHORIZING AN INCUBATOR AGREEMENT WITH THE SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY (STC) FOR THE PROVISION OF INCUBATOR SERVICES BY THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY.	<b>Resolution No.:</b> 2005-184
	<b>Date:</b> December 14, 2005
	<b>Initiator:</b> Operations Dept.
<b>ACTION REQUEST:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** As the result of a comprehensive strategic planning process, a new hybrid human service/public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County. As part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system. The goals of the STC "to provide comprehensive, coordinated, efficient and affordable transportation to seniors in Cuyahoga County," will benefit GCRTA, are consistent with, and will further the GCRTA's goal of "enhancing mobility for the transit dependent."
- 2.0 **DESCRIPTION/JUSTIFICATION:** The GCRTA desires to assist the STC by providing "incubator" services to the STC.
- 3.0 **PROCUREMENT BACKGROUND:** None
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** None
- 5.0 **POLICY IMPACT:** None
- 6.0 **ECONOMIC IMPACT:** STC shall compensate the GCRTA, upon invoice and at GCRTA cost, for such other expenses that GCRTA may incur so as to make the system operational including but not limited to T-1 or other lines, hardware costs, additional licensure fees, software upgrades and additional implementation costs. STC shall also compensate the GCRTA, on a proportional basis, for any increase in licensure fees and annual maintenance fees if the maximum number of trips outlined in Attachment A is exceeded.
- 7.0 **ALTERNATIVES:** We do not enter into such an agreement with the County.

8.0 RECOMMENDATION: Recommend board approval.

9.0 ATTACHMENTS: None

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



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General Manager/Secretary-Treasurer