

RESOLUTION NO. 2008-154

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LORAIN COUNTY FOR THE AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO LORAIN COUNTY, OHIO

WHEREAS, Lorain County has requested that the Greater Cleveland Regional Transit Authority (GCRTA) provide transportation services to Lorain County; and

WHEREAS, the cost for the Authority to continue public transportation service to Lorain county is \$231.54 per weekday (excludes holidays) or \$60,200 per year; and

WHEREAS, Governor Strickland has committed to provide funds to transit systems, including Lorain County, to lessen the impact of increasing fuel costs and to support continuing public transportation service in the State of Ohio; and

WHEREAS, Lorain County will pass-through, to the Authority, funds received from the State of Ohio so that the Authority can continue to provide public transportation services to Lorain County; and

WHEREAS, the pass-through of State of Ohio funds will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including but not limited to Federal requirements.

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

Section 1. That the General Manager/Secretary-Treasurer is hereby authorized to enter into a Memorandum of Understanding with Lorain County, Ohio to provide transportation services to Lorain County for a period of one (1) year.

Section 2. That Lorain County will pass-through to the Authority, funds received from the State of Ohio for payment of said services for a period of one year in the amount up to \$60,200.

Section 3. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to accept the funds resulting from the State of Ohio financial assistance.

Section 4. That the Authority and Lorain County may cancel this service during the agreement period as of the following cancellation dates in 2009: March 15, June 7, August 23, and December 13.

Section 5. That the General Manager/Secretary-Treasurer is authorized to furnish such additional information as the State of Ohio may require in connection with the pass-through of said funds.

Section 6. That, in the absence of the General Manager/Secretary-Treasurer, the Acting General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is hereby authorized to perform any and all of the above-described functions.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND

LORAIN COUNTY, OHIO

This Memorandum of Understanding ("MOU") is entered into as of October ____, 2008 between the Greater Cleveland Regional Transit Authority ("GCRTA"), a political subdivision of the State of Ohio, with a business address of 1240 W. 6th St., Cleveland, OH 44113, and Lorain County, Ohio ("Lorain County"), a county located in the State of Ohio, with a business address of 226 Middle Ave., 4th Floor, Elyria, OH 44035.

WHEREAS, Governor Strickland has committed to provide funds to transit systems, including Lorain County, to lessen the impact of increasing fuel costs and to support continuing public transportation service in the State of Ohio; and

WHEREAS, Lorain County wishes to have GCRTA provide transportation services to Lorain County beginning November 9, 2008 and continuing for a period ending no later than November 8, 2009, and GCRTA is willing to provide said transportation services; and

WHEREAS, the GCRTA and Lorain County have agreed that Lorain County may cancel this GCRTA service during this period according to the following schedule:

<u>Lorain County Notification of Cancellation to GCRTA:</u>	<u>Service Cancellation Date:</u>
By January 16, 2009	March 15, 2009
By April 10, 2009	June 7, 2009
By June 26, 2009	August 23, 2009
By October 16, 2009	December 13, 2009

WHEREAS, the cost for GCRTA to continue public transportation service to Lorain County is \$231.54 daily (weekdays and not holidays) or \$60,200.00 annually; and

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WHEREAS, Lorain County has agreed to pass-through to the GCRTA funds received from the State of Ohio so that GCRTA can continue to provide public transportation service to Lorain County residents for up to one (1) year, beginning November 9, 2008.

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

Section 1. That Lorain County will pass through to the GCRTA and the GCRTA will, in turn, continue public transportation service to the residents of Lorain County at a daily rate of \$231.54 for transportation service from November 9, 2008 through the Service Cancellation Date immediately following the Notice of Cancellation given by Lorain County in accordance with the schedule above or November 8, 2009, whichever is earlier.

Section 2. That Lorain County shall pay GCRTA in accordance with the following schedule:

<u>Payment Amount:</u>	<u>Payment Due Date:</u>
\$20,838.60	By November 8, 2008
\$13,892.40	By January 16, 2009
\$12,734.70	By April 10, 2009
\$12,734.70	By June 26, 2009

TOTAL: \$60,200.40

Section 3. Lorain County acknowledges that it is a subrecipient of federal funds and, as such, 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. Lorain County shall be responsible for local match requirements, if applicable. All terms mandated by the Federal Transit Administration (FTA) shall be deemed to control this agreement in the event of a conflict with other provisions contained herein. Lorain County shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request related to the subject matter of this agreement that would cause GCRTA to be in violation of FTA terms and conditions, federal law and/or federal regulations. For purposes of this agreement, Lorain

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County agrees to be bound by and in compliance with all mandatory federal requirements imposed upon recipients of federal funds 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)
- (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)
- (h) Buy America – (49 USC 5323 and 49 CFR Part 661).

IN WITNESS WHEREOF, the GCRTA and Lorain County have caused this MOU to be executed effective on the date written above.

LORAIN COUNTY, OHIO

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

By: _____
James Cordes
County Administrator

By: _____
Joseph A. Calabrese, CEO
General Manager/Secretary-Treas.

Date: _____

Date: _____

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

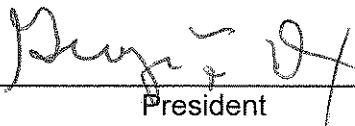
General Counsel, Deputy General
Manager for Legal Affairs

Section 7. That the General Manager/Secretary-Treasurer is authorized to enter into a Memorandum of Understanding with Lorain County substantially in the form of the Memorandum of Understanding attached hereto.


Section 8. That this Resolution shall become effective immediately upon its adoption.

Attachment: Draft Memorandum of Understanding between The Greater Cleveland Regional Transit Authority and Lorain, Ohio.

Adopted: October 21, 2008



President

Attest: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LORAIN COUNTY FOR THE AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO LORAIN COUNTY, OHIO	Resolution No. 2008-154
	Date: October 16, 2008
	Initiator: Finance & Administration Division
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a Memorandum of Understanding with Lorain County and accept pass-through funds made available by the State of Ohio to continue public transportation service to Lorain County.

2.0 **DESCRIPTION/JUSTIFICATION:** The purpose of the Memorandum of Understanding is to formalize the request from Lorain County for the Authority to continue to provide transportation service to Lorain County, Ohio. Lorain County wishes to have GCRTA provide transportation services to Lorain County beginning November 9, 2008 and continuing for a period ending no later than November 8, 2009. The Authority and Lorain County have agreed that Lorain County may cancel this service during this period according to the following schedule:

<u>Lorain County Notification of Cancellation to GCRTA:</u>	<u>Service Cancellation Date:</u>
By January 16, 2009	March 15, 2009
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By October 16, 2009	December 13, 2009

3.0 **PROCUREMENT BACKGROUND:** Does not apply.

4.0 **AFFIRMATIVE ACTION / DBE BACKGROUND:** Does not apply.

5.0 **POLICY IMPACT:** Does not apply.

6.0 **ECONOMIC IMPACT:** The cost for the Authority to continue public transportation service to Lorain County is \$231.54 per weekday (excludes holidays) or \$60,200 per year. Governor Strickland has committed to provide funds to transit systems, including Lorain County, to lessen the impact of increasing fuel costs and to support continuing public transportation service in the State of Ohio. Lorain County will pass-through, to the Authority, funds received from the State of Ohio so that the Authority can continue to provide public transportation services to Lorain County

7.0 **ALTERNATIVES:** Do Not Authorize the Memorandum of Understanding - This would not allow the Authority to enter into a Memorandum of Understanding to provide service to Lorain as requested by Lorain County.

8.0 **RECOMMENDATION:** It is recommended that the Resolution for a Memorandum of Understanding with Lorain County be approved

9.0 ATTACHMENT: None

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



CEO, General Manager/Secretary-Treasurer