

RESOLUTION NO. 2013-121

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (RTA) AND CUYAHOGA COMMUNITY COLLEGE (TRI-C) TO ENTER INTO AN AGREEMENT FOR A STUDENT UNIVERSAL PASS ("U PASS") PROGRAM

WHEREAS, having an educated population is the key to the region's future, as well as to the quality of life of our residents, and affordability of educational opportunities is one of the major obstacles to further education including the cost of transportation; and

WHEREAS, public transit authorities elsewhere in the nation have entered into contractual relationships with institutions of higher education to provide students with easy and economical access to transit travel through "U Pass" programs; and

WHEREAS, RTA and several Northeast Ohio colleges, such as CSU and CWRU, have previously entered into U-Pass programs to reduce the per-student cost of transportation while maintaining significant and important revenue to RTA; and

WHEREAS, Cuyahoga Community College ("CCC") and RTA are now proposing to team up in an innovative strategy to mitigate these costs under the terms of an 18-month agreement where all CCC registered students will have unlimited access to all RTA services at a reduced rate beginning with the Spring 2014 Semester; and

WHEREAS, the benefit to CCC will be in making its offerings more affordable, the benefit to RTA will be in attracting new customers while maintaining existing revenue levels and the benefit to all residents will be in a more educated population which will improve the economic and social competitiveness of Northeast Ohio; and

WHEREAS, CCC's main campus is located where frequent and convenient transit service is already present.

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/Secretary-Treasurer be and is hereby authorized to enter into an agreement with CCC to provide semester-long transit access for all eligible students at a mutually agreeable fee per student, payable with tuition and other fees.

Section 2. That the program will commence with the beginning of the spring semester (January 2014). Registered CCC students need to only present a valid CCC photo ID as proof of payment.

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

Attachment A – Student Universal Pass ("U Pass") Program Agreement

Adopted: December 17, 2013



President

Attest: 

CEO, General Manager/Secretary-Treasurer

STUDENT UNIVERSAL PASS ("U PASS") PROGRAM AGREEMENT

This Agreement is entered into this ____ day of _____, 2013 by and between Cuyahoga Community College District ("CCC"), with a business address of 700 Carnegie Avenue, Cleveland, Ohio 44115, and the Greater Cleveland Regional Transit Authority ("GCRTA"), with a business address of 1240 W. 6th Street, Cleveland, Ohio 44113. CCC and GCRTA agree as follows:

1. BACKGROUND

- A. GCRTA is a regional transit authority providing public transit services within Cuyahoga County in the State of Ohio.
- B. CCC is a political subdivision of the State of Ohio.
- C. CCC believes there are tangible public benefits if members of its student body are encouraged to use public transportation services as provided by GCRTA.
- D. Both CCC and GCRTA recognize that among the public benefits of using public transit are reducing vehicle traffic congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle users and parking in urban locations.
- E. GCRTA has implemented a transit pass program for volume users through which participants agree to purchase from GCRTA transit passes that are discounted from the individual price based upon estimated or actual use in a pricing schedule approved by GCRTA.
- F. CCC desires to participate in the transit program pursuant to the terms and conditions set forth in this Agreement.
- G. GCRTA is willing to sell to CCC at a discounted rate, based upon its volume of anticipated use, a special transit pass ("U Pass") for use by all students who attend CCC east, west, and downtown campuses.

2. DEFINITIONS

As used in this Agreement:

- A. The term "Pass" means the student ID card issued by CCC to its students with a GCRTA sticker for the current semester, made available to CCC students at a designated location or locations as agreed upon by CCC and GCRTA. Passes shall be nontransferable.
- B. The term "Student" means any individual taking one or more credit hours for academic credit at the east, west, or downtown campuses of CCC.
- C. The term "Semester" means spring 2014, fall 2014, and spring 2015.

3. TERMS AND CONDITIONS

- A. Term of Agreement. This Agreement shall commence on January 12, 2014, and shall continue through June 1, 2015. The parties acknowledge that it is their intention that this Agreement shall be in effect throughout the entire term and they hereby agree to exhaust good efforts to complete the full Term pursuant to the terms and conditions described herein.
- B. Termination. During the term of this Agreement, either party may terminate this Agreement, by providing the other party with written notice of such termination at least thirty (30) days prior to termination.
- C. Payment for Passes. CCC will remit \$450,000 per semester to GCRTA for this service. This sum shall be payable within twenty working days of the beginning of each semester. Failure to make timely payment may lead to the termination of this Agreement.
- D. Additional Semester and Payment. In the event the parties agree to add an additional semester, summer 2014, to the terms of this Agreement, CCC shall make an additional payment to GCRTA within twenty working days of the beginning of that semester in an amount to be negotiated by CCC and GCRTA not less than 30 days prior to the start of the summer 2014 semester.
- E. Term of Passes. Passes will be honored on a semester basis. Passes will be valid for one (1) week prior to the official "beginning" of classes and for one week after final exams end.
- F. Issuance of Passes. Until such times as GCRTA and CCC agree to the contrary in writing, GCRTA shall accept the Passes issued by CCC to its students with a sticker for the current semester as the official transit pass. GCRTA reserves the right to initiate alternative Pass media, and shall ensure adequate notice to the CCC student body should such a program change become necessary. Starting for spring semester 2014, GCRTA agrees to provide CCC with the necessary equipment, supplies, and card stock to manufacture and issue the Passes if the standard CCC ID card is not the token by which public transportation services are accessed. The equipment will remain the property of GCRTA. CCC will provide the labor necessary to determine eligibility of Students as well and GCRTA is responsible to provide the stickers to CCC.
- G. Exceptions to Student Status. CCC, at its sole discretion, may extend this Student benefit to an individual enrolled in a course that is not for academic credit at any of CCC's campuses at the same rate. Any such individual would then be considered a Student for purposes of this Agreement.
- H. Lost or Stolen Passes. The GCRTA will not be responsible for or replace any lost or stolen passes. GCRTA will establish a fine for lost or stolen passes and CCC will collect such fine, adding an administrative fee to the amount assessed the student.
- I. Service. Passes shall entitle the Student holder to unlimited usage of GCRTA's regularly scheduled service for the mass transit of the general public and, for ADA eligible students, unlimited usage of GCRTA's Paratransit service. GCRTA reserves the right to change, alter, add, or delete any service within its current system without notice.

to CCC other than general public notice. It is understood and agreed to by the parties that the buses to be utilized in providing these mass transit services are not school buses, but instead are mass transit buses. It is understood and agreed to by the parties that if GCRTA is prevented from performing any of its obligations, as set forth in this Agreement, because of an act of God, war, riot, civil disorder, fire, strike, labor dispute, or other occurrences beyond its control, the performance shall be excused for such period of time as performance is reasonably prevented by such occurrence. An appropriate pro-rata reduction or reimbursement shall be made to CCC for this period of time.


- J. Surcharge. CCC requests and GCRTA agrees to waive the surcharge assessed on trips originating or ending out of Cuyahoga County in recognition that all Students are not residents of Cuyahoga County.
- K. Misconduct on Public Transit. GCRTA maintains the authority granted by applicable laws and regulations, including the right to eject temporarily or permanently any Student who in GCRTA's opinion has acted in such a manner as to adversely affect the safety of GCRTA passengers or its drivers. As appropriate, GCRTA may eject Students for misconduct on public transportation and/or seek prosecution of any person who is responsible for damage to GCRTA property or injury to GCRTA personnel.
- L. Audit. CCC shall permit GCRTA to reasonable pertinent review of its records to verify administrative costs, enrollment figures, Pass allotments and distributions, and Pass fee assessments. GCRTA shall bear the costs for any audit, including but not limited to, reasonable administrative costs borne by CCC to make requested documents available.
- M. Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.
- N. Entire Agreement. This Agreement contains the entire agreement between the parties; supersedes all prior agreements with respect to the same subject matters and effective as of the commencement date of this Agreement, and cannot be changed or altered except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements to the contrary, nor in addition to the terms and conditions stated in this Agreement.
- O. Contract Administrator. GCRTA's contract administrator for this Agreement is Gale Fisk, Director of Office of Management and Budget for the GCRTA and CCC's contract administrator is Mike Abouserhal, Vice President of Finance and Business Services. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Fisk and Mr. Abouserhal or their designee.
- P. Miscellaneous. Any and all obligations contained herein are contingent upon final approval of the GCRTA Board of Trustees and the administration of Cuyahoga Community College.
- Q. Governing and Applicable Law. This Agreement and all future amendments shall be governed by and construed in accordance with Ohio law. In the performance of this Agreement, the parties shall comply with all applicable federal, state, and municipal laws and regulations.

- R. Headings. All headings, subheadings, and titles in this Agreement are for guidance purposes only and shall not be used to interpret or enforce any part of the Agreement.
- S. Notices. All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person, delivered by bonded delivery service or sent by registered or certified mail, postage prepaid, and in any case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices sent by delivery service or commercial carrier shall be deemed effective and complete at the time of acceptance by delivery service or posting in accordance herewith. Notice shall be delivered or mailed to the parties at the addresses below:

Cuyahoga Community College
 District Administrative Services
 Attn: Mike Abouserhal, CPA
 VP- Finance and Business Services
 700 Carnegie Ave
 Cleveland, OH 44115

Greater Cleveland Regional Transit
 Authority
 Attn: Gale Fisk
 Director of Management & Budget
 1240 West 6th Street
 Cleveland, OH 44113-1331

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last day listed below.

Cuyahoga Community College
 By: 
 Title: Vice President - Finance & Business Services
 Date: 12/3/13

Greater Cleveland Regional Transit
 Authority
 By: _____
 Joseph A. Calabrese, CEO
 General Manager/Secretary-Treasurer
 Date: _____

Approved as to Legal Form and
 Correctness: _____

 Sheryl King Benford, General Counsel
 Deputy General Manager Legal Division



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (RTA) AND CUYAHOGA COMMUNITY COLLEGE (TRI-C) TO ENTER INTO AN AGREEMENT FOR A STUDENT UNIVERSAL PASS ("U PASS") PROGRAM	Resolution No.: 2013-121
	Date: December 12, 2013
	Initiator: Revenue and Office of Management and Budget
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This Agreement will establish a revenue neutral Student U Pass program for Cuyahoga County Community College (Tri-C). The Greater Cleveland Regional Transit Authority (RTA) and Tri-C have been working on this objective for several years. Public Transit Authorities elsewhere in the nation have entered into these contractual relationships. GCRTA has previously entered into such agreements with several Northeast Ohio colleges such as Cleveland State University and Case Western Reserve University.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The proposed Agreement with Tri-C will make class offerings more affordable while maintaining current revenues for GCRTA.

 The proposal will allow Tri-C students, with a valid student ID pass containing an RTA sticker attached, to have unlimited access to all RTA services for the Spring 2014, Fall 2014 and Spring 2015 semesters. Tri-C will pay RTA \$450,000 per semester for this service.

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

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

- 5.0 **POLICY IMPACT:** Authorization of the Agreement will allow GCRTA to attract new customers while maintaining existing revenue levels. It will allow Tri-C to make its offerings more affordable. The benefit to all residents of Cuyahoga County is a more educated population that will improve the economic and social competitiveness of Northeast Ohio.

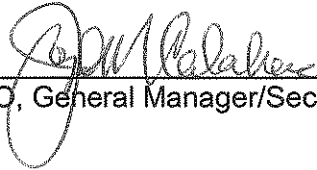
- 6.0 **ECONOMIC IMPACT:** The discounts should result in the same revenue for the Authority that is currently achieved with payment at the beginning of each semester.

- 7.0 **ALTERNATIVES:** Rejection of this action would result in the loss of an opportunity to generate an improved relationship with the Tri-C campus and its students.

- 8.0 **RECOMMENDATION:** It is recommended that this resolution be approved.

9.0 ATTACHMENTS: None.

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



CEO, General Manager/Secretary-Treasurer