

RESOLUTION NO. 2019-81

AUTHORIZING THE INTERIM CEO, GENERAL MANAGER/ SECRETARY-TREASURER TO ENTER INTO TWO AGREEMENTS WITH CASE WESTERN RESERVE UNIVERSITY FOR THE STUDENT UNIVERSAL ACCESS FARE PASS ("U PASS") PROGRAM FOR UNDERGRADUATE AND GRADUATE STUDENTS

WHEREAS, both Case Western Reserve University ("CWRU") and the Greater Cleveland Regional Transit Authority ("Authority") recognize that the benefits of using public transportation include reducing 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; and

WHEREAS, the Authority 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; and

WHEREAS, Resolution No. 2001-078 established a Student Universal Access Fare Pass ("U Pass") Program with CWRU; and

WHEREAS, in 2008, pursuant to Resolution No. 2008-127, the Authority and CWRU entered into a U Pass Program Agreement to provide for a special transit pass to be used by the CWRU student body for transportation on the Authority's system, which expired on May 31, 2018; and

WHEREAS, on May 10, 2017, the Authority and CWRU entered into a First Amendment to the U Pass Program Agreement to update the terms to reflect a change in the U Pass fare media from a card to a sticker affixed to each student's university ID card and additional changes to the administrative provisions of the agreement; and

WHEREAS, On May 17, 2018, the Authority and CWRU entered into a Second Amendment to the U Pass Program Agreement to extend the term until May 31, 2019; and

WHEREAS, the Authority maintains U Pass Programs with Cleveland State University, Cuyahoga County Community College, Cleveland Institute of Art, and the Cleveland Institute of Music to encourage transit travel by local college and university students; and

WHEREAS, The Authority is able to continue to offer a U Pass program to CWRU at a significant discount from the retail price of the Authority's service on the basis of full participation by the entire student body; and

WHEREAS, the CWRU undergraduate student body and three graduate schools (medical, dental and engineering) have approved a U Pass program that provides for full participation by the entire student population of each school and the elimination of optional participation by graduate students; and

WHEREAS, CWRU and the Authority desire to enter into two agreements for CWRU to continue to participate in the U Pass program for: (1) CWRU's undergraduate student body; and (2) CWRU's graduate medical, dental and engineering schools.

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

Section 1. That the Interim CEO, General Manager/Secretary-Treasurer be and is hereby authorized to enter into an agreement with Case Western Reserve University ("CWRU") to provide transit access for all undergraduate students at a mutually agreed-upon fee per student.

Section 2. That the Interim CEO, General Manager/Secretary-Treasurer be and is hereby authorized to enter into an agreement with CWRU to provide transit access for all graduate students enrolled in the medical, dental and engineering schools at a mutually agreed-upon fee per student.

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

Adopted: July 16, 2019

  
\_\_\_\_\_  
President

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



<b>TITLE/DESCRIPTION:</b>  TWO AGREEMENTS WITH CASE WESTERN RESERVE UNIVERSITY FOR THE STUDENT UNIVERSAL ACCESS FARE PASS ("U PASS") PROGRAM FOR UNDERGRADUATE AND GRADUATE STUDENTS	<b>Resolution No.:</b> 2019-81
	<b>Date:</b> July 11, 2019
	<b>Initiator:</b> Finance & Administration
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will authorize two contracts between the Authority and Case Western Reserve University ("CWRU") for a Student Universal Access Fare Pass ("U Pass") Program for all undergraduate students and those graduate students enrolled in the medical, dental and engineering schools.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority and CWRU have maintained a U Pass Program since 2001. In the past, graduate students have been permitted to opt into the program. In keeping with the original intention that the program provide for universal access to the Authority's service for all students, the Authority and CWRU have negotiated two separate agreements.

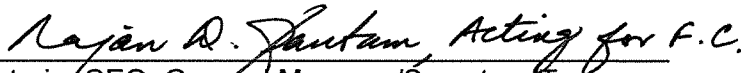
One agreement provides universal access to undergraduate students with pricing based on an estimated volume of usage. The second agreement provides for universal access for those graduate students in the medical, dental and engineering schools with pricing based on an estimated volume of usage. The second agreement also provides for additional graduate schools to join the program on a universal basis. Under the new agreements, each full-time undergraduate and graduate student will be able to ride RTA on an unlimited basis during the semester. Each student will pay a flat fee for each school semester as follows:

School Year	Undergraduate Students	Graduate Students
2019-2020	\$35.00	\$47.50
2020-2021	\$40.00	\$47.50
2021-2022	\$40.00	
2022-2023	\$45.00	
2023-2024	\$47.50	

- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This action is consistent with RTA's policy to develop services and fare media that respond to market demands and diverse travel needs of the community. Further, it is consistent with the policy to create a climate receptive to transit and to develop policies and revenue streams that encourage transit growth.

- 6.0 ECONOMIC IMPACT: The goal of the U Pass Program is to increase both transit ridership and long-term transit revenues. Establishing relationships with local college students will serve to generate additional trips on the system in the short term as well as enhance the potential for maintaining a relationship with participants as they transition from the classroom to the workplace.
- 7.0 ALTERNATIVES: Take no action, resulting in the termination of the U Pass Program.
- 8.0 RECOMMENDATION: Authorize the contracts for the U Pass program with CWRU.
- 9.0 ATTACHMENTS:  
A. Draft Student Universal Access Fare Pass ("U Pass") Program Agreement between the Authority and CWRU for Undergraduate Students.  
B. Draft Student Universal Access Fare Pass ("U Pass") Program Agreement between the Authority and CWRU for Graduate Students.

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

  
Interim CEO, General Manager/Secretary-Treasurer

# DRAFT

## ATTACHMENT A

### STUDENT UNIVERSAL ACCESS FARE PASS ("U PASS") PROGRAM AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND CASE WESTERN RESERVE UNIVERSITY (UNDERGRADUATE)

Case Western Reserve University ("CWRU"), a non-profit corporation organized under the laws of the State of Ohio, 10900 Euclid Ave. Cleveland, Ohio 44106, and the Greater Cleveland Regional Transit Authority ("GCRTA"), a political subdivision of the State of Ohio, 1240 West 6<sup>th</sup> Street, Cleveland, OH 44113-1331, known collectively as "the Parties" agree as follows:

#### I. BACKGROUND

1. GCRTA is a regional transit authority providing public transit services within Cuyahoga County in the State of Ohio.
2. CWRU is a nationally acclaimed university located in the University Circle neighborhood in the City of Cleveland, State of Ohio.
3. CWRU believes there are tangible public benefits if members of its student body are encouraged to use public transportation services provided by GCRTA.
4. Both CWRU and GCRTA recognize that among the public benefits of using public transportation are reducing 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.
5. 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.
6. In 2008, the Parties entered into a Student Universal Access Fare Pass ("U Pass") Program Agreement to provide for a special transit pass to be used by the CWRU student body for transportation on GCRTA's system, which expired on May 31, 2018.
7. On May 10, 2017, the Parties entered into a First Amendment to the U Pass Program Agreement to update the terms to reflect the change in the U Pass fare media from a card to a sticker affixed to each student's university ID card and additional changes to the administrative provisions of the agreement.
8. On May 17, 2018, the Parties entered into a Second Amendment to the U Pass Program Agreement to extend the term until May 31, 2019.
9. GCRTA is able to continue to offer a U Pass program to CWRU at a significant

discount from the retail price of GCRTA's service on the basis of full participation by the entire student body.

10. CWRU and GCRTA desire to enter into a new agreement for CWRU to continue to participate in the U Pass program and for GCRTA to continue to sell the U Pass to CWRU at a discounted rate, based upon its volume of anticipated use.

## II. DEFINITIONS

As used in this Agreement:

1. The term "U Pass" means the sticker issued by GCRTA and distributed by CWRU to its students in exchange for the U Pass fee identified in Section III.4. of this Agreement, to be affixed on the students' university ID cards. U Passes shall not be transferable.

2. The term "Student" means an individual enrolled as an undergraduate student at CWRU. CWRU may not exempt any students.

3. The term "Semester" means either of the two regular academic-year instructional periods:

Fall Semester: August-December

Spring Semester: January – May

U Passes will be valid from August 1 through December 31 and from January 2 through May 31.

## III. TERMS AND CONDITIONS

1. Issuance of U Passes. Until such time as GCRTA and CWRU agree to the contrary, GCRTA shall accept the U Passes as defined in Section II.1. of this Agreement for transportation on its system. GCRTA reserves the right to initiate alternative U Pass media, and shall ensure adequate notice to the CWRU student body should such a program become necessary.

2. Lost or Stolen Card. This provision intentionally omitted.

3. Term of Agreement. This Agreement shall extend from August 1, 2019, through May 31, 2024. Individual U Passes to Students will be honored on a Semester basis. During the term of this Agreement, either party may terminate this Agreement, effective August 1 of any year, by providing the other party with written notice of such termination no later than May 1 of that year.

4. Issuance of U Passes. Prior to the beginning of each Semester, CWRU shall order the estimated number of U Passes CWRU will need to provide a U Pass to each Student. GCRTA shall issue to CWRU the estimated number of U Passes ("Supply") along with a delivery manifest. CWRU will promptly sign and return one copy of the delivery manifest to GCRTA's contract manager or his or her designee to confirm receipt of the U Passes. Each U Pass will contain a serial number. CWRU shall issue a U Pass to each Student, collect the U Pass fee from each Student and remit an amount equal to the value of the number of Students times the U Pass fee to GCRTA within thirty days after the start of the Semester. At the conclusion of each Semester, CWRU shall return any unused U Passes to GCRTA.

5. Payment for U Passes. The cost assessed to CWRU and remitted to GCRTA for U Passes shall be as follows, per Student, per Semester ("U Pass Fee"):

2019-2020 \$35.00

2020-2021 \$40.00

2021-2022 \$40.00

2022-2023 \$45.00

2023-2024 \$47.50

6. Service. U Passes shall entitle their Student holders 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 CWRU other than general public notice. The buses to be utilized in providing these mass transit services are not school buses, but instead are mass transit buses.

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.

7. Misconduct on Public Transit. GCRTA maintains the authority granted by all 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 transit and/or seek prosecution of any person who is responsible for damage to GCRTA property or injury to GCRTA personnel.

8. Audit. CWRU shall maintain books, records, documents, and other evidence directly pertinent to the performance of this Agreement in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of CWRU, including, but not limited to those kept by CWRU, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, administrative costs, enrollment figures, U Pass allotments and distributions and U Pass fee assessments, documentation to differentiate between U Passes issued to CWRU's Students and graduate/professional students, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. CWRU shall, at all times

during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. CWRU shall at any reasonable time requested by GCRTA, whether during or after completion of this Agreement, and at CWRU's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such records shall be made available to GCRTA during normal business hours at CWRU's office or place of business. CWRU shall ensure GCRTA has these rights with CWRU's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the CWRU and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of CWRU's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from CWRU. Any adjustments and/or payments that must be made as a result of any such audit or inspection of CWRU's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to CWRU.

9. Other Interests. This Agreement shall not be construed to create or provide any rights or benefits to any Student other than those rights and benefits available to the general public under Ohio and federal law.

10. Entire Agreement. This Agreement contains the entire agreement between the parties; supersedes all prior agreements with respect to the same subject matter, is 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 is bound by any oral agreements or special arrangements contrary, or in addition, to the terms and conditions stated in this Agreement.

11. Contract Manager. GCRTA's Contract Manager for this Agreement is Rajan D. Gautam, GCRTA's Deputy General Manager, Finance & Administration. CWRU's Contract Manager for this Agreement is Richard Jamieson, Director of Campus Services. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Gautam and Mr. Jamieson or their designee.

Case Western Reserve University  
Attn: Richard Jamieson  
Vice President of Campus Services  
Administration  
10900 Euclid Ave.  
Room 229 – Adelbert Hall  
Cleveland, Ohio 44106-7075  
rjj@case.edu

Greater Cleveland Regional Transit  
Authority  
Attn: Rajan D. Gautam, Deputy General  
Manager, Finance & Administration  
1240 West 6<sup>th</sup> Street  
Cleveland, OH 44113-1331  
(216) 356-3175  
rgautam@gcrt.org

12. Miscellaneous. Any and all obligations contained herein are contingent upon final approval of the GCRTA Board of Trustees.

13. 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.



14. 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.

15. Notices. All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person or by registered or certified mail, postage prepaid, and, in either case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

Notice shall be delivered or mailed to the parties at the addresses shown below:

If to CWRU

Case Western Reserve University  
Attn: Richard Jamieson  
Director of Campus Services  
10900 Euclid Avenue  
Room 215 – Crawford Hall  
Cleveland, OH 44106-7075

If to GCRTA

Greater Cleveland Regional Transit Authority  
Attn: Rajan D. Gautam  
Deputy General Manager, Finance & Administration  
1240 West 6<sup>th</sup> Street  
Cleveland, OH 44113-1331

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

Case Western Reserve University

Greater Cleveland Regional Transit Authority

By: \_\_\_\_\_  
Senior Vice President for Finance and Administration

By: \_\_\_\_\_  
Floun'say R. Caver, PhD., Interim CEO,  
General Manager/Secretary-Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form and Correctness:

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager Legal Division

# DRAFT

## ATTACHMENT B

### STUDENT UNIVERSAL ACCESS FARE PASS ("U PASS") PROGRAM AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND CASE WESTERN RESERVE UNIVERSITY (GRADUATE)

Case Western Reserve University ("CWRU"), a non-profit corporation organized under the laws of the State of Ohio, 10900 Euclid Ave. Cleveland, Ohio 44106, and the Greater Cleveland Regional Transit Authority ("GCRTA"), a political subdivision of the State of Ohio, 1240 West 6<sup>th</sup> Street, Cleveland, OH 44113-1331, known collectively as "the Parties" agree as follows:

#### I. BACKGROUND

1. GCRTA is a regional transit authority providing public transit services within Cuyahoga County in the State of Ohio.
2. CWRU is a nationally acclaimed university located in the University Circle neighborhood in the City of Cleveland, State of Ohio.
3. CWRU believes there are tangible public benefits if members of its student body are encouraged to use public transportation services provided by GCRTA.
4. Both CWRU and GCRTA recognize that among the public benefits of using public transportation are reducing 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.
5. 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.
6. In 2008, the Parties entered into a Student Universal Access Fare Pass ("U Pass") Program Agreement to provide for a special transit pass to be used by the CWRU student body for transportation on GCRTA's system, which expired on May 31, 2018.
7. On May 10, 2017, the Parties entered into a First Amendment to the U Pass Program Agreement to update the terms to reflect the change in the U Pass fare media from a card to a sticker affixed to each student's university ID card and additional changes to the administrative provisions of the agreement.
8. On May 17, 2018, the Parties entered into a Second Amendment to the U Pass Program Agreement to extend the term until May 31, 2019.
9. GCRTA is able to continue to offer a U Pass program to CWRU at a significant

discount from the retail price of GCRTA's service on the basis of full participation by the entire student body.

10. CWRU and GCRTA desire to enter into a new agreement for CWRU to continue to participate in the U Pass program and for GCRTA to continue to sell the U Pass to CWRU at a discounted rate, based upon its volume of anticipated use.

## II. DEFINITIONS

As used in this Agreement:

1. The term "U Pass" means the sticker issued by GCRTA and distributed by CWRU to its students in exchange for the U Pass fee identified in Section III.4. of this Agreement, to be affixed on the students' university ID cards. U Passes shall not be transferable.

2. The term "Graduate Student" means an individual enrolled as a graduate student in one of the following schools at CWRU: (1) Medical School; (2) Dental School; or (3) Engineering School.

3. The term "Semester" means either of the two regular academic-year instructional periods:

Fall Semester: August-December

Spring Semester: January – May

U Passes will be valid from August 1 through December 31 and from January 2 through May 31.

## III. TERMS AND CONDITIONS

1. Issuance of U Passes. Until such time as GCRTA and CWRU agree to the contrary, GCRTA shall accept the U Passes as defined in Section II.1. of this Agreement for transportation on its system. GCRTA reserves the right to initiate alternative U Pass media, and shall ensure adequate notice to the CWRU student body should such a program become necessary.

2. Lost or Stolen Card. This provision intentionally omitted.

3. Term of Agreement. This Agreement shall extend from June 1, 2019, through May 31, 2021. Individual U Passes to Graduate Students will be honored on a Semester basis. During the term of this Agreement, either party may terminate this Agreement, effective August 1 of any year, by providing the other party with written notice of such termination no later than May 1 of that year.

4. Issuance of U Passes. Prior to the beginning of each Semester, CWRU shall order the estimated number of U Passes CWRU will need to provide a U Pass to each Graduate Student. GCRTA shall issue to CWRU the estimated number of U Passes ("Supply") along with a delivery manifest. CWRU will promptly sign and return one copy of the delivery manifest to GCRTA's contract manager or his or her designee to confirm receipt of the U Passes. Each U Pass will contain a serial number. CWRU shall issue a U Pass to each Graduate Student, collect the U Pass fee from each Graduate Student and remit an amount equal to the value of the number of Graduate Students times the U Pass fee to GCRTA within thirty days after the

start of the Semester. At the conclusion of each Semester, CWRU shall return any unused U Passes to GCRTA.

5. **Payment for U Passes.** The cost assessed to CWRU and remitted to GCRTA for U Passes shall be as follows, per Student, per Semester ("U Pass Fee"):

2019-2020 \$47.50

2020-2021 \$47.50

6. **Service.** U Passes shall entitle their Graduate Student holders to unlimited usage of GCRTA's regularly scheduled service for the mass transit of the general public and, for ADA eligible Graduate 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 CWRU other than general public notice. The buses to be utilized in providing these mass transit services are not school buses, but instead are mass transit buses.

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.

7. **Misconduct on Public Transit.** GCRTA maintains the authority granted by all applicable laws and regulations, including the right to eject temporarily or permanently any Graduate 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 Graduate Students for misconduct on public transit and/or seek prosecution of any person who is responsible for damage to GCRTA property or injury to GCRTA personnel.

8. **Audit.** CWRU shall maintain books, records, documents, and other evidence directly pertinent to the performance of this Agreement in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of CWRU, including, but not limited to those kept by CWRU, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, administrative costs, enrollment figures, U Pass allotments and distributions and U Pass fee assessments, documentation to differentiate between U Passes issued to CWRU's Students and Graduate Students, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. CWRU shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. CWRU shall at any reasonable time requested by GCRTA, whether during or after completion of this Agreement, and at CWRU's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such

records shall be made available to GCRTA during normal business hours at CWRU's office or place of business. CWRU shall ensure GCRTA has these rights with CWRU's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the CWRU and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of CWRU's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from CWRU. Any adjustments and/or payments that must be made as a result of any such audit or inspection of CWRU's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to CWRU.

9. Other Interests. This Agreement shall not be construed to create or provide any rights or benefits to any Graduate Student other than those rights and benefits available to the general public under Ohio and federal law.

10. Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties; supersedes all prior agreements with respect to the same subject matter, is 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 is bound by any oral agreements or special arrangements contrary, or in addition, to the terms and conditions stated in this Agreement. If, during the term of this Agreement, an entire graduate school (other than the Medical School) chooses to join the U Pass Program on a universal basis, it may do so at the rate listed above for Graduate Students for the remainder of the term of this Agreement. The full rate will apply, regardless of the date on which the graduate school chooses to join. This Agreement will be amended to reflect the addition of that graduate school to the program.

11. Contract Manager. GCRTA's Contract Manager for this Agreement is Rajan D. Gautam, GCRTA's Deputy General Manager, Finance & Administration. CWRU's Contract Manager for this Agreement is Richard Jamieson, Director of Campus Services. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Gautam and Mr. Jamieson or their designee.

Case Western Reserve University  
Attn: Richard Jamieson  
Vice President of Campus Services  
Administration  
10900 Euclid Ave.  
Room 229 – Adelbert Hall  
Cleveland, Ohio 44106-7075  
rjj@case.edu

Greater Cleveland Regional Transit  
Authority  
Attn: Rajan D. Gautam, Deputy General  
Manager, Finance & Administration  
1240 West 6<sup>th</sup> Street  
Cleveland, OH 44113-1331  
(216) 356-3175  
rgautam@gcrt.org

12. Miscellaneous. Any and all obligations contained herein are contingent upon final approval of the GCRTA Board of Trustees.

13. 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.

14. 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.

15. Notices. All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person or by registered or certified mail, postage prepaid, and, in either case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

Notice shall be delivered or mailed to the parties at the addresses shown below:

If to CWRU

Case Western Reserve University  
Attn: Richard Jamieson  
Director of Campus Services  
10900 Euclid Avenue  
Room 215 – Crawford Hall  
Cleveland, OH 44106-7075

If to GCRTA

Greater Cleveland Regional Transit Authority  
Attn: Rajan D. Gautam  
Deputy General Manager, Finance & Administration  
1240 West 6<sup>th</sup> Street  
Cleveland, OH 44113-1331

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

Case Western Reserve University

Greater Cleveland Regional Transit Authority

By: \_\_\_\_\_  
Senior Vice President for Finance and Administration

By: \_\_\_\_\_  
Floun'say R. Caver, PhD., Interim CEO,  
General Manager/Secretary-Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form and Correctness:

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager Legal Division