

RESOLUTION NO. 2022-81

AUTHORIZING THE DONATION OF TRANSIT COACH NUMBERS 1803 AND 1806 TO THE CUYAHOGA COMMUNITY COLLEGE DISTRICT'S TRANSPORTATION INNOVATION CENTER

WHEREAS, pursuant to Ohio Revised Code Section 306.43(L)(4), a regional transit authority may dispose of property, without competitive procedures, to a department of the federal or state government, a political subdivision of the state, or to any other governmental entity; and

WHEREAS, pursuant to Ohio Revised Code Section 306.43(L)(6), a regional transit authority may dispose of property by gift to a non-profit entity having the general welfare or education of the public as one of its principal objectives; and

WHEREAS, the Cuyahoga Community College District ("Tri-C") is a political subdivision of the state and a non-profit entity that has the education of the citizens of Cleveland and Cuyahoga County as one of its principal objectives; and

WHEREAS, Tri-C has requested that the Authority provide transit coaches to be used in its Commercial Driver's License training program; and

WHEREAS, transit coach number 1803 and transit coach number 1806 have both exceeded their useful life and have been scheduled to be disposed of by the Greater Cleveland Regional Transit Authority; and

WHEREAS, the General Manager, Chief Executive Officer deems the transfer of transit coach numbers 1803 and 1806, by donation to Tri-C, to be in the best interest of the Authority.

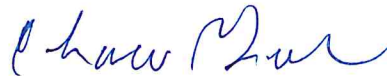
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer is hereby authorized and directed to transfer title and ownership of coach numbers 1803 and 1806, by donation to Cuyahoga Community College District, on such terms and conditions as she deems appropriate to protect the interest of the Authority.

Section 2. That the General Manager, Chief Executive Officer, or her designee, is hereby authorized to execute all documents necessary for such transfer by donation of transit coach numbers 1803 and 1806.

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

Adopted: August 23, 2022



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION:  AUTHORIZING THE DONATION OF TRANSIT COACH NUMBERS 1803 AND 1806 TO THE CUYAHOGA COMMUNITY COLLEGE DISTRICT'S TRANSPORTATION INNOVATION CENTER	Resolution No.: 2022-81
	Date: August 18, 2022
	Initiator: Human Resources
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 action will allow the Authority to transfer title to two coaches to the Transportation Innovation Center at the Cuyahoga Community College District ("Tri-C") for use in Commercial Driver's License (CDL) training, including for trainees of the Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: Transit coach numbers 1803 and 1806 have both exceeded their useful life of twelve (12) years and are scheduled for disposal through sale as scrap. Both coaches were acquired on June 22, 2010. Coach number 1803 has 266,003 miles on it while Coach number 1806 has 263,052 miles. Tri-C has requested transit coaches for use in CDL training at its Transportation Innovation Center in Euclid, Ohio. The Authority sends many of its new operators to the Transportation Innovation Center for CDL training, and thus will directly benefit from enhancing the resources of the Center.
- 3.0 PROCUREMENT BACKGROUND: The transfer of material or equipment to a nonprofit entity having the general welfare or education of the public as one of its principal objects is an approved method of asset disposition. Pursuant to Ohio Revised Code Section 306.43(L)(6), the disposal of property by gift to such an entity is exempt from the competitive procurement process when the value of such property is such that competitive procedures are not appropriate. Pursuant to Ohio Revised Code Section 306.43(L)(4), a regional transit authority may dispose of property, without competitive procedures, to a department of the federal or state government, a political subdivision of the state, or to any other governmental entity. This transaction is exempt from competitive procedures under both subsections (L)(4) and (L)(6) of Ohio Revised Code Section 306.43 as Tri-C is both a political subdivision of the State of Ohio and an institution of higher education for the public.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: This disposal is consistent with the Greater Cleveland Regional Transit Authority's disposition of property policy.
- 6.0 ECONOMIC IMPACT: The two coaches will be donated to Tri-C. No money will be generated from this action, nor will there be an expenditure of Authority funds. Tri-C will pay all costs incurred with this transaction. Previous scrap sales of transit coaches have resulted in a nominal return to the Authority.
- 7.0 ALTERNATIVES: Reject this offer. Dispose of the vehicles by an alternative method such as sealed bids or through our auction process.
- 8.0 RECOMMENDATION: It is recommended that the Board of Trustees adopt the resolution authorizing the donation of Coach Numbers 1803 and 1806 to Tri-C's Transportation Innovation Center.

9.0 ATTACHMENT: Attachment A – draft Property Transfer Agreement.

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



General Manager, Chief Executive Officer

## ATTACHMENT A to Staff Summary

### Property Transfer Agreement

This property transfer agreement (the "Agreement") is entered into by and between the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio with its principal place of business located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113 ("Transferor"), and Cuyahoga Community College District, a political subdivision of the State of Ohio and an institution of higher education with its principal place of business located at 700 Carnegie Avenue, Cleveland, Ohio 44115 ("Transferee"), and is effective as of the date last signed by both parties below ("Effective Date").

1. **Purpose.** Transferor wishes to transfer, and Transferee accepts, the title and interest of certain assets of Transferor (the "Property"). By Resolution No. \_\_\_\_\_, the Board of Trustees for the Transferor authorized the donation of two transit coaches to Transferee. Transferee is a non-profit entity under 501(C)(3) of the Internal Revenue Code and is committed to providing higher education to the citizens of Cuyahoga County and beyond. A listing of all property covered in this Agreement is included in Attachment A.
2. **Transfer of Property.** Transferor hereby agrees to assign, transfer, convey and deliver to Transferee all rights, title and interest of Transferor in and to the Property, free and clear of any security interest, lien, charge, option, restriction on transfer, claim or other encumbrance (a "Lien"), as of the date of delivery of the Property to Transferee (the "Transfer Date"). All Property is transferred "as is" without any representations or warranties whatsoever, express or implied, other than the warranties of title set forth herein.

The Transfer Date shall occur upon completion of all activities by Transferor necessary for the physical removal of the Property from its present location, including removal of Transferor's identifying markings, and to prepare the Property for transport by Transferee. Transferor will promptly notify Transferee when those activities have been completed and the assets are ready for transfer.

3. **Responsibilities of Transferor.** Transferor makes no representations or warranties, express or implied, with respect to any services provided by Transferor in relation to the Property. As it pertains to transfer of the Property by Transferor, Transferor shall have no liability with respect to said transport of the Property. Transferee agrees to hold harmless Transferor from any liabilities or losses that arise as a result of or in connection with transport of the Property by Transferee.
4. **Responsibilities of Transferee.** Transferee shall, within ten (10) days following the Transfer Date, complete the necessary actions to transport the Property from its present location to a location designated by Transferee. Transferee is responsible for any fees for transferring title to the vehicles.
5. **Disclaimer of Warranty.** TRANSFEEE ACKNOWLEDGES AND AGREES THAT TRANSFEROR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED (EXCEPT TITLE), STATUTORY, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PROPERTY TRANSFERRED HEREUNDER. TRANSFEEE

ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE PROPERTY TRANSFERRED HEREUNDER WILL SUITABLY MEET THE REQUIREMENTS OF ITS INTENDED USE. ALL OF THE FOREGOING WARRANTIES EXPRESSLY AND EXPLICITLY DO NOT EXTEND TO THE FUTURE PERFORMANCE OF THE PROPERTY DESCRIBED HEREIN. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF EITHER PARTY IS AUTHORIZED TO ALTER OR MODIFY ANY PROVISION OF THIS SECTION 5 OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS IN ADDITION OR CONTRARY TO THE FOREGOING.

6. **Limitation of Liability.** TRANSFEREE ACKNOWLEDGES AND AGREES THAT TRANSFEROR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES CAUSED BY TRANSFEREE, INCLUDING BUT NOT LIMITED TO LOST GOODWILL OR PROFITS, LOSS OF DATA OR INTERRUPTION IN ITS USE OR AVAILABILITY, WORK STOPPAGE, IMPAIRMENT OF ASSETS OR ATTORNEYS FEES, ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE, AND WHETHER BASED ON ANY TERM IN ANY CONTRACT DOCUMENT.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and the effective date of this Agreement is on the day and year last written below.

**Greater Cleveland Regional Transit Authority**

By: \_\_\_\_\_  
Name: India L. Birdsong  
Title: General Manager, Chief Executive Officer

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

**Cuyahoga Community College District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM (for GCRTA):

By: \_\_\_\_\_  
Janet E. Burney, General Counsel,  
Deputy General Manager for Legal Affairs

Attachment A

Transferred Property

Serial	Description	Mfg	Mfg Model	Year	License	Acquired	Orig Cost	Est Disp	Mfr Serial #
1803	MCI D4500 45' Diesel Bus	MCI	D4500	2010	909YEJ	06/22/10	530438.00	06/22/22	1M8PDMEA5AP059356
1806	MCI D4500 45' Diesel Bus	MCI	D4500	2010	900YEJ	06/22/10	530438.00	06/22/22	1M8PDMEA0AP059359