

RESOLUTION NO. 2022-90

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR THE 2022-2023 SCHOOL YEAR AND RATIFYING THE ISSUANCE OF PASSES AND TICKETS FOR THE FIRST DAY(S) OF SCHOOL

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA" or "the Authority") provides public transportation that facilitates travel by students to and from school; and

WHEREAS, pursuant to Resolution No. 2006-131, to avoid an undue hardship on the school districts and to improve the cash flow for the Authority, the GCRTA established an alternate fare structure for the 2006–2007 school year through the 2009–2010 school year for school districts that purchase \$1,000,000 or more of student farecards per year; and

WHEREAS, pursuant to Resolution No. 2010-019 the rates of fares to be charged by the GCRTA were amended; and

WHEREAS, pursuant to Resolution No. 2010-043, the alternate fare structure established in Resolution No. 2006-131 was revised for the 2010–2011 school year through the 2012–2013 school year to align with the fares enacted in Resolution 2010-019; and

WHEREAS, pursuant to Resolution 2012-076, the Board of Trustees approved an agreement with the Cleveland Metropolitan School District ("CMSD"), the Authority's largest volume buyer of student farecards, for the purchase of \$2,430,000 in tickets in advance and instituted the use of farebox-compatible picture identification cards ("Passes") thus improving transportation efficiency and control of student passengers; and

WHEREAS, pursuant to Resolution Nos. 2013-109, 2014-061, 2015-075, 2016-066, 2017-051, 2018-073, 2019-101, 2020-099, and 2021-087 the Board of Trustees approved agreements with CMSD for the purchase of passes and tickets; and

WHEREAS, pursuant to Resolution 2016-036, the rates of fares to be charged by the GCRTA were amended, including an increase in the price of a student ticket from \$1.50 to \$1.75; and

WHEREAS, CMSD has agreed for the 2022-2023 school year to purchase 13,000 magnetic stripe farebox compatible picture card ID passes for use by students for the first day of school on August 1, 2022. In addition to the picture card ID passes, on July 25, 2022, the district ordered and was provided 100,000 student tickets at a price of \$1.60 per 2-trip student tickets.

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 authorized to enter into an intergovernmental agreement with the Cleveland Metropolitan School District ("CMSD") for the 2022-2023 school year.

Section 2. That the General Manager, Chief Executive Officer's actions in issuing passes and tickets for the first day of school on August 1, 2022, are hereby ratified.

Section 3. CMSD will purchase 13,000 magnetic stripe farebox compatible picture card ID passes for the total cost of \$3,658,000 and 100,000 student tickets at a cost of \$160,000. CMSD may purchase additional tickets at a cost of \$1.75 per ride.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: September 20, 2022



President

Attest: 

Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR THE 2022-2023 SCHOOL YEAR AND RATIFYING THE ISSUANCE OF PASSES AND TICKETS FOR THE FIRST DAY(S) OF SCHOOL	Resolution No.: 2022-90
	Date: September 15, 2022
	Initiator: Finance
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 Intergovernmental Agreement will allow a volume discount to the Cleveland Metropolitan School District (“CMSD”), the Authority’s largest volume buyer of student fare cards and tickets, for the purchase and payment of magnetic stripe farebox compatible picture card ID passes and student tickets for the 2022-2023 school year. The purchase and payment will relieve some of the budgetary impact on the schools, as well as improve cash flow and accounts receivable activity for the GCRTA. This action includes ratification of the issuance of thirteen thousand (13,000) passes and one hundred thousand (100,000) 2-trip tickets to CMSD for use by students on August 1, 2022.

The CMSD school board approved this agreement at its August 23, 2022 board meeting.

2.0 **DESCRIPTION/JUSTIFICATION:** The proposed Intergovernmental Agreement with CMSD will allow for discounted rates, provided the school district meets certain criteria. This proposal is a result of discussions with CMSD, generating over \$3.8 million in annual revenue for the GCRTA.

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 the Board’s policy to authorize the Authority to enter into intergovernmental agreements with school districts for student fares. Authorization of this Intergovernmental Agreement will allow GCRTA to continue to provide economical public transportation to students as well as promote ridership of public transportation.

6.0 **ECONOMIC IMPACT: (Revenue Generating)** Entering into this agreement should result in \$3,818,000 for the Authority, and will provide advance payment and improved cash flow, as well as encourage volume purchases.

7.0 **ALTERNATIVES:** Rejection of this action would result in hardship for the school district and could lead to CMSD’s possible discontinuation of purchasing GCRTA’s fare media for student transportation.

- 8.0 RECOMMENDATION: This resolution was discussed at the September 13, 2022, Operational Planning & Infrastructure Committee and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: Draft Intergovernmental Student Transportation Agreement.

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



General Manager, Chief Executive Officer

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**INTERGOVERNMENTAL STUDENT TRANSPORTATION AGREEMENT
BETWEEN THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
FOR THE 2022-2023 SCHOOL YEAR**

THIS AGREEMENT, by and between the Greater Cleveland Regional Transit Authority (hereinafter referred to as "GCRTA"), 1240 West 6th Street, Cleveland, Ohio 44113-1331, acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, and the Cleveland Metropolitan School District (hereinafter referred to as the "District"), whose principal offices are located at 1111 Superior Ave E, Suite 1800, Cleveland, OH 44114, acting pursuant to Resolution No. _____, adopted by the Board of Education of the District on _____.

WITNESSETH: That

WHEREAS, the District is certified by the Ohio Department of Education to provide education services; and

WHEREAS, the District wishes to make transportation available to its enrolled students and to students on whose behalf it is obligated to provide transportation service; and

WHEREAS, the GCRTA is amenable to providing said service to the District's students; and

WHEREAS, the District and GCRTA wish to provide transportation in a controlled, efficient and cost-effective manner; and

WHEREAS, due to the COVID-19 pandemic, the District moved to remote learning in March 2020 and its students did not use GCRTA's transportation services from that date through the June 19, 2020 conclusion of the term of the Intergovernmental Student Transportation Agreement between the Greater Cleveland Regional Transit Authority and the Cleveland Metropolitan School district for Academic Year 2019 ("2019 Agreement"); and

WHEREAS, the District and GCRTA negotiated a refund for a portion of the amount paid under the 2019 Agreement to reflect the time period during which it did not take advantage of GCRTA's transportation services in the form of a credit applied over the course of the 2020-2021 and 2021-2022 school years; and

WHEREAS, due to uncertainty created by the COVID-19 pandemic regarding whether the District's students would attend school in person or virtually during the 2020-2021 and 2021-2022 school years, the District determined that tickets would best address

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its need for transportation and discontinued the use of magnetic stripe farebox compatible picture card ID passes during those school years; and

WHEREAS, GCRTA and the District entered into short-term agreements in 2020 and 2021 to address the District's reduced need for transportation during the COVID-19 pandemic without setting a precedent for future agreements; and

WHEREAS, GCRTA and the District have decided to return to issuing magnetic stripe farebox compatible picture card ID passes to District students for the 2022-2023 school year.

NOW, THEREFORE, GCRTA and the District, for good and valuable consideration including the mutual promises contained below, agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on August 1, 2022, and shall continue through June 23, 2023 .

2. PRICE AND TERMS OF SALE

a) Passes.

To improve controls and ensure valid use and costs, GCRTA and the District agree to issue magnetic stripe farebox compatible picture card ID passes ("Passes") to 13,000 District students for daily use on GCRTA vehicles as proof of payment, for a total cost of \$3,658,000. The District agrees to obtain GCRTA's approval of any changes to the layout or format of the Passes. These Passes shall be valid for fares from 5:30 AM to 8:30 PM Monday through Friday from August 1, 2022 through June 23, 2023. Passes will be used by students during school days which may be different from school to school. Black out time will be Thanksgiving and, Winter break (as outlined on Exhibit A).

GCRTA will supply the Passes by August 1, 2022. Students will receive a free ride to school on GCRTA vehicles their first day of school.

- b) The cost of any student tickets that the District needs to purchase during the term of this agreement will be \$1.75 per ride. (These tickets will be referred to herein as "Tickets.") On July 25, 2022, the District ordered and was provided 100,000 student tickets at the price of \$1.60 per 2-trip student ticket. CMSD shall remit payment for these tickets within 30 days of the date of the invoice.
- c) Tickets must be ordered on a separate written purchase order. The District shall not assess a charge in excess of this price for each Ticket. GCRTA shall deliver the number of Tickets specified in each order to the District's Transportation

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Department. The risk of loss for said Tickets shall pass to the District immediately upon delivery of the Tickets to the District. The District shall sign the accompanying invoice and immediately return the signed invoice to GCRTA's Accounts Receivable Department.

- d) Passes and Tickets may be used by District students in Grades 7 through 12, residing within the borders of Cuyahoga County and attending private or public schools certified by Ohio Department of Education. Passes may be used through the expiration date of the Passes stated in Section 2a above. Tickets may be used until the expiration date of the Tickets. Passes and Tickets may be used on regular routes operated by the GCRTA for the purpose of transporting fare paying passengers. Passes and Tickets are non-transferable. Non-students using Passes or Tickets will either be denied service or required to pay the full fare.

e) Payment

The District shall pay Three Million Six Hundred Fifty-Eight Thousand Dollars (\$3,658,000) for the Passes.

GCRTA shall invoice the District for the purchase of \$3,658,000 by September 1, 2022 and the District shall pay it by October 1, 2022.

GCRTA shall invoice the District for each order of Tickets and the District shall remit payment within 30 days of the date of the invoice.

Failure to make timely payment may lead to the termination of this agreement.

f) Invoices

Invoices will be directed to the District's Office of Accounting, Attention: Michael Bowen, Director of Accounting.

g) Lost or Voided Passes

Reports of any Passes that were cancelled shall be reported to GCRTA on a weekly basis. GCRTA will assess a fee of \$10.00 for each lost or stolen Pass in excess of 1,950 (15% of the total number of Passes).

3. RIGHT TO TERMINATE AGREEMENT

If either Party becomes insolvent or fails to perform any undertaking essential to the purpose of this Agreement, or fails to conduct its business to the satisfaction of the other Party, then the other Party may cancel and terminate this Agreement by thirty (30) days' notice in writing to the defaulting Party, provided, however, that

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the defaulting Party may cure any failure of performance within thirty days of receipt of notice.

The expiration or termination, for any reason, of this Agreement shall be without prejudice to the rights of either Party.

4. STUDENT CONDUCT

- a) In accordance with its representations in 2015, the District removed the following language from the 2016-2017 Student Code of Conduct and maintains its deletion from the 2022-2023 Student Code of Conduct:

A student suspended from the bus will be given two RTA tickets at the time of suspension. Additional RTA tickets will be provided, as needed, each day the student appears in school during the term of the bus suspension.

- b) The Board of Education of the District has adopted and maintains the policy outlined in Exhibit B hereto.

5. FORCE MAJEURE

If because of Force Majeure, either Party shall be unable to carry out any of its obligations under this Agreement, then those obligations shall be suspended to the extent made necessary by Force Majeure. The Party affected by Force Majeure shall give notice to the other Party as promptly as practical of the nature and probable duration of such Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the Party and which wholly or partially prevent the timely performance of the Party's obligations under this Agreement, provided that the effect of such Force Majeure shall be eliminated insofar as possible with all reasonable dispatch; provided further, that performance of service obligations by the Party shall be excused only to the extent made necessary by the Force Majeure condition; provided further, that neither Party shall be required to settle a labor dispute on terms unacceptable to the Party affected; and provided further, that neither Party shall be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure condition. The Parties agree that, during the duration of the Force Majeure condition, neither will seek to declare the other in default for failure to timely perform its obligations under this Agreement.

6. RECORDS AND AUDITS

The District shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Agreement in accordance with

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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 the District, including, but not limited to those kept by the District, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, 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. The District 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. The District shall at any time requested by GCRTA, whether during or after completion of this Agreement, and at the District'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 the District's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GCRTA. The District shall ensure GCRTA has these rights with the District'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 District and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the District'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 the District. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the District'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 the District.

7. ASSIGNMENT

Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

8. CHANGES; ALTERATIONS

No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly executed by both Parties.

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9. APPLICABLE LAW; SEVERABILITY

This Agreement and any disputes relating to it shall be construed under the laws of the State of Ohio. If any provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the Agreement's remaining provisions.

10. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement of the Parties with respect to its subject matter, superseding all prior understandings, agreements, or communications (whether oral or written), and shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

11. 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 the District
Cleveland Metropolitan School
District
Attn: Eric Taylor
Executive Director, Transportation
3832 Ridge Road
Cleveland, OH 44144

If to GCRTA
Greater Cleveland Regional Transit
Authority
Attn: John J. Togher
Director of Accounting
1240 West 6th Street
Cleveland, OH 44113-1331

12. ACKNOWLEDGEMENT

The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1 through June 30). By signing this Agreement, the District represents that it has appropriated the funds necessary to fulfill its obligations under this agreement for the 2022-2023 school year.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Cleveland, Ohio, as of the last date set forth below.

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**GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY**

**CLEVELAND METROPOLITAN
SCHOOL DISTRICT**

By: _____
India L. Birdsong Terry
General Manager, CEO

By: _____
Eric S. Gordon
Chief Executive Officer

Date: _____

Date: _____

The legal form and correctness of the within
Instrument is hereby approved.

Janet E. Burney, General Counsel
Deputy General Manager-Legal Affairs

CERTIFICATE OF FUNDS
(Section 5705.41, O.R.C.)

In the matter of: Greater Cleveland Regional Transit Authority

IT IS HEREBY CERTIFIED that moneys required to meet the obligations of the Board of Education of the Cleveland Metropolitan School District under the above referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

By: _____

Dated: _____

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Exhibit A
Black Out Dates

2022 – 2023 School Year

Thanksgiving Break

Wednesday, 11/23/22

Thursday, 11/24/22

Friday, 11/25/22

Winter Break

Monday, 12/26/22

Tuesday, 12/27/22

Wednesday, 12/28/22

Thursday, 12/29/22

Friday, 12/30/22

Monday, 1/2/2023

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Exhibit B Repeat Violent Offender Exclusion Policy

Any high school student found by any judicial system to have committed two or more nonviolent crimes (including, but not limited to, theft, criminal damaging, disorderly conduct, or menacing) related to conduct occurring on an RTA vehicle or at an RTA facility or stop may, at the discretion of the CEO or his/her designee, forfeit their privilege to receive RTA transportation or payment for a period of up to one year.

Any high school student found by a judicial system to have committed any violent crime (including, but not limited to, assault, robbery, any sex crime, arson, possession of a dangerous ordinance, or possession of any weapon prohibited by Cleveland Codified Ordinance Section 627.11) related to conduct occurring on an RTA vehicle or at an RTA facility or stop will forfeit their privilege to receive RTA transportation or payment for a period of one year.

Any high school student found by a judicial system to have committed any violent or nonviolent crime related to conduct occurring on an RTA vehicle or at an RTA facility or stop after a one year forfeiture and reinstatement of RTA transportation privileges will permanently forfeit his or her privilege to receive RTA transportation or payment.

Students who forfeit their RTA transportation privilege pursuant to this policy will not be provided any other means of transportation by the District, except that students who require transportation services pursuant to an individualized education program or 504 plan will be provided alternative transportation services by the District.