

CONTRACT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND
"THE CITY OF _____" "LAKEWOOD"
FOR

"SHOPPER SERVICES"

THIS AGREEMENT, entered into as of this _____ day of _____, _____, 2010 by and between the **Greater Cleveland Regional Transit Authority** (hereinafter the "Authority" or "GCRTA"), having an Office located at 1240 W. 6th St., Cleveland, Ohio 44113 and the City of _____ Lakewood (hereinafter the "City") whose business address is _____
12650 Detroit Avenue, Lakewood, Ohio 44107.

WITNESSETH: THAT

WHEREAS, the Authority desires to provide transportation services for the purpose of assisting residents of local communities to access community resources such as shopping and medical facilities; and

WHEREAS, the City desires to have GCRTA provide such transportation services and is willing to provide a portion of the funding for such transportation services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contract with City. The Authority hereby agrees to provide the services hereinafter set forth in conformity with all applicable Federal, State, and Local laws to which the Authority and the City and their respective employees are subject. The City hereby agrees to contribute funding toward the cost of such services.
2. Scope of Services.
 - a) The Authority will provide a weekly jitney or shopper service, one day a week, on Friday, for a time period of six (6) consecutive hours ("Shopper Service"). The hours of operation will be _____noon-a.m. to 6 p.m.
 - b) The pick up locations, drop off locations and approximate schedule have been mutually agreed upon, and are ~~described in Attachment A~~include all existing GCRTA stops along the route, illustrated in ~~Attachment~~Appendix A.
 - c) The Shopper Service is open to the general public. The Authority will collect fares from each passenger in accordance with GCRTA's regular fare structure; i.e. a senior/disabled passenger will pay \$1.00 per ride. The fares are subject to change in accordance with changes to GCRTA's regular fare structure. The Authority will retain all fares collected to offset operating costs associated with this service.

~~3. Payment of City's Share of Cost. The City agrees to pay the Authority Fifteen Thousand Dollars (\$15,000.00) upon signing this contract. The Shuttle Service will not commence until payment has been received.~~

~~[Alternate Provision]:~~—The City agrees to pay the Authority Fifteen Thousand Dollars (\$15,000), with a first installment of Seven Thousand Five Hundred Dollars (\$7,500.00) due upon signing this contract and a final installment of Seven Thousand Five Hundred Dollars (\$7,500.00) due within six months of signing this contract. The Shuttle Service will not commence until the first installment has been received, and will terminate if the final installment is not received within six months of signing this contract.]

Term. The term of this contract shall commence on the date first written above and shall extend for a period of one year thereafter ("Initial Term"). The parties may renew this contract only in writing and upon mutual agreement of both parties.

3. _____

4. Evaluation and Amendment. GCRTA will provide the City with ridership data on a monthly basis, and provide actual complete route times. GCRTA and the City agree to review the data and amend Appendix A from time to time to respond to changing ridership demand and route times.

5. Agreement to Let Advertising Space. In the event that a sponsor is willing to pay the City or its sub-contractors to advertise on the Circulator, GCRTA agrees to shall reserve all advertising space on the Circulator for the sale and placement of advertising by the City. let space on the CirSuch advertising shall culator under the condition that advertisements meet GCRTA's advertising criteria. The sale of such advertising is intended to defray the costs of its financial obligations under this agreement.

IN WITNESS WHEREOF, The City and the Authority have executed this Contract at Cleveland, Ohio, as of the date first written above:

ATTEST:

CITY

Mayor Edward FitzGerald

APPROVED AS TO LEGAL FORM:

By _____

Director of Law

ATTEST:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

Joseph A. Calabrese, CEO
General Manager/Secretary-Treasurer

APPROVED AS TO LEGAL FORM:

By _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs