

Resolution No. 13-01-02: Authorizing the Butler County Regional Transit Authority (BCRTA) Executive Director to Execute a Transit Services Agreement with Miami University.

Whereas, BCRTA maintains a public mass transportation system in Butler County, Ohio, and Miami Metro Service provides an independent transit service for Miami University within the Butler County area; and

Whereas, cooperative efforts and expansion of the BCRTA services would benefit Miami University, the local area and the region; and

Whereas, on December 8, 2012 the BCRTA Board of Trustees authorized the Executive Director to execute a transit services agreement with Miami University for providing a regional connection between the Miami University Oxford and Hamilton campuses; and


Whereas, Miami University wishes to expand the current agreement to support campus transit, demand response, nighttime, and supplemental transit services; and

Whereas, Miami University is willing to provide a Transit Development Payment to support expanded local public transit services.

Now therefore be it resolved by the BCRTA Board of Trustees:

That the Board of Trustees hereby authorizes the BCRTA Executive Director to execute a Transit Services Agreement with Miami University. The agreement is for ten (10) years and can be extended for up to five (5) two (2)-year renewal periods, provided neither side provides any notices of termination, and provided that Federal grant funds remain available. The agreement is subject to BCRTA legal counsel review and approval. Furthermore, that the Board of Trustees authorizes the Executive Director to take actions necessary to comply with the terms of the agreement and to enact this resolution.

Approved: January 16, 2013


BCRTA, Board President


BCRTA, Executive Director

Transit Services Agreement

Between

Miami University

And

Butler County Regional Transportation Authority

This Transit Services Agreement ("the Agreement") is made this 7th day of February 2013 by and between Miami University ("MU") and the Butler County Regional Transportation Authority ("BCRTA"). MU and BCRTA may each be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, BCRTA maintains a public mass transportation system in Butler County, Ohio, and MU provides an independent transit service for Miami University faculty, students and staff within the Butler County area; and

WHEREAS, cooperative efforts and expansion of the BCRTA services would benefit both Parties, the local area and the region; and

WHEREAS, the Parties currently have in place an agreement dated October 4, 2012 for BCRTA to provide regional transit services to MU students, faculty and staff and the Parties desire to expand those services and replace the existing agreement for regional transit with a more comprehensive transit agreement that provides transit services to the Miami University Oxford Campus as presently provided by Miami Metro; and

WHEREAS, the Parties desire to set forth their understandings on this matter in a written agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 Term of Agreement

- 1.1 The Term of this Agreement shall be from July 1, 2013 through June 30, 2023 ("Term").
- 1.2 Upon the mutual written agreement of The Parties, the Term may be extended for up to five two-year renewal periods (each a "Renewal Period").

2 Definitions of terms specific to this Agreement

- 2.1.1 *Running Time*: The hours a Transit Service Vehicle travels on a route in passenger service, typically from the beginning to the end of a route. It includes all travel and time from the point of the first passenger pickup point to the last passenger drop-off point, as long as the Transit Service Vehicle does not return to the dispatching point.
- 2.1.2 *Layover/Recovery Time*: The hours scheduled following the end of a route before the departure time of the next trip. This time is scheduled to provide time to get the route back on schedule before the next trip departs if the previous route arrives late (Recovery).
- 2.1.3 *Revenue Time*: The hours that are comprised of Running Time and Layover/Recovery Time.
- 2.1.4 *Deadhead Time*: The hours that a Transit Service Vehicle travels which do not constitute Revenue Time. Deadhead Time includes leaving or returning to the garage or yard facility, changing routes, or when there is no expectation of carrying passengers.
- 2.1.5 *Service Time*: The hours that vehicles travel that constitute Revenue Time plus Deadhead Time. Service Time does not include hours traveled to replace a Transit Service Vehicles on route for mechanical failure.
- 2.1.6 *Transit Service Vehicles*: A vehicle utilized to provide Transit Services.

- 2.1.7 *Transit Services*: Refers to all transit services provided under this Agreement (Campus Transit Services, Demand Response Services, Regional Transit Services, and Supplemental Transit Services).
- 2.1.8 *Campus Transit Services*: Any route set forth in Attachment A that operates on a regular timed interval serving the Miami Oxford Campus (not Demand Response Services, Regional Transit Services or Supplemental Transit Services).
- 2.1.9 *Demand Response Services*: Are defined and described in Section 3.2.2 and Attachment A.
- 2.1.10 *Regional Transit Services*: Are defined and described in Section 3.2.3 and Attachment A.
- 2.1.11 *Supplemental Transit Services*: Transit services requested by MU that are not included in Attachment A or any amendment thereto. These services are described more fully in Section 3.2.4.
- 2.1.12 *FTA*: Refers to Federal Transit Administration.
- 2.1.13 *School Year*: That part of MU's academic year commencing with the first day of classes in MU's Fall Term and ending with conclusion of final examinations during the MU's Spring Term, which includes Winter Term in the month of January (generally, mid-August to mid-May of each calendar year).

3 Description of Services to be Provided

3.1 Scope

This Agreement contains the operational and financial provisions for the delivery of Transit Services to MU by BCRTA. Under this Agreement, BCRTA shall be responsible for providing public transportation service consistent with BCRTA's mission and the terms of this Agreement, including without limitation Attachment A hereto. These services shall be open to the general public for the fees that BCRTA ordinarily charges to the general public and to MU students, faculty and staff for the payments made by MU as set forth in this Agreement. As consideration for BCRTA's provision of Transit Services under this Agreement, MU shall provide payment to BCRTA as set forth in this Agreement.

3.2 Transit Services

BCRTA shall provide Transit Services to MU during each School Year of the Term and any Renewal Period as described in Attachment A attached to and made a part of this Agreement. These services shall consist of Miami University Oxford Campus transit services (Campus Transit Services), and Americans with Disabilities (ADA)/Nighttime service (Demand Response Services) and Regional Transit Services.

All Transit Service Vehicles utilized by BCRTA to satisfy its responsibilities under this Agreement shall at all times comply with all applicable federal, state, and municipal laws for public transportation, shall be non-smoking for the driver and all passengers, and shall be staffed by personnel who are properly licensed and trained.

3.2.1 Campus Transit Services

3.2.1.1 The Campus Transit Services as set forth in Attachment A shall remain in place throughout the term of the Agreement unless modified by written agreement of the Parties. The Parties shall confer prior to the commencement of each School Year of the Term to review the routes, schedules, and number of vehicles allocated under the then-current Campus Transit Services schedule for possible revisions. BCRTA shall work with MU in good faith at all times to meet student transportation needs, and shall make whatever changes are reasonably required by MU, subject to agreed-upon adjustments to the payments due to BCRTA under Section 4 of this Agreement where such changes involve increased costs to BCRTA. BCRTA shall work with MU to increase or decrease services as reasonably required and within a reasonable time frame, subject to the availability of Transit Service Vehicles.

3.2.1.2 In exchange for the Transit Development Payment set forth in Section 4.1.4, Campus Transit Services shall be provided without the collection of a fare to MU students, faculty and staff. Prior to being admitted to a Transit Service Vehicle, the BCRTA driver shall require that the rider produce

a current student, faculty, or staff ID card or pass. All services provided pursuant to this Agreement shall be open to the general public for the fees that BCRTA ordinarily charges to the general public.

- 3.2.1.3 BCRTA shall require its drivers to take headcounts of riders at every stop. BCRTA shall maintain these ridership records and provide the University with ridership information for MU's use in planning or improving routes, scheduling, and other similar purposes. Ridership records shall be provided to MU electronically no later than 7 days after the end of each month.

3.2.2 Demand Response Services

- 3.2.2.1 Americans with Disabilities Service (ADA) – ADA is a demand response service from and to any locations within three quarters of one mile from any MU Oxford Campus transit route. BCRTA will provide ADA service to students, faculty and staff certified by the MU Office of Disability Resources as having a disability or certified by the MU student or employee health services as having a temporarily disabling condition (even though such conditions may not be covered by the ADA), and others as required by law. ADA service shall be provided during any hours regular Campus Transit Services are available.

BCRTA and MU shall jointly develop procedures for scheduling ADA services and BCRTA shall communicate any proposed change in scheduling procedures to MU no less than fourteen days prior to such a change. MU shall provide BCRTA with a list of eligible certified ADA riders. ADA service shall be provided at no cost to the MU students, faculty and staff, provided that MU makes payment to BCRTA in accordance with Attachment A.

- 3.2.2.2 Nighttime Door to Door Service (NDD) – NDD is a demand response service for persons traveling singly or in pairs during evening hours. BCRTA will not provide NDD service to addresses on College Corner Pike, west of Locust and Church Streets, or other addresses where MU Oxford Campus Transit Route service is available within two-hundred and twenty yards. NDD service shall be available during the hours set forth in Attachment A by contacting the BCRTA telephone line.

3.2.3 Regional Transit Services

- 3.2.3.1 BCRTA and MU agree to cooperate in the provision of regional transit service to all MU students, faculty and staff with valid MU identification in the Butler County area not covered by Section 3.2.1. Such services will be provided consistent with BCRTA ridership policies and shall cover the routes as described in Attachment A or as they may change over time.
- 3.2.3.2 BCRTA shall provide to all MU students, faculty and staff with a valid MU identification Regional Transit Services within Butler County without charging a fare, except as explicitly set forth otherwise in this Agreement. Should BCRTA establish additional Regional Transit Services elsewhere in Butler County, these services shall be provided to MU students, faculty and staff without any fare, provided that MU makes payment to BCRTA as set forth in Attachment A.

3.2.4 Supplemental Transit Services

- 3.2.4.1 To the extent mutually agreed upon by BCRTA and MU, during any School Year BCRTA may provide to MU regularly scheduled Supplemental Transit Services at a separate cost to MU that is mutually agreed to by the Parties ("Supplemental Transit Services Fee"). In the event that the Parties mutually agree that BCRTA is to provide regularly scheduled Supplemental Transit Services during any School Year, the Parties shall mutually agree upon the terms of the Supplemental Transit Services for such School Year at least thirty days prior to the beginning of the fall semester of such School Year. Supplemental Transit Services will be open to the general public for the fares that BCRTA ordinarily charges to the general public, and to MU students, faculty and staff without the payment of a separate fare provided MU pays the Supplemental Transit Services Fee.
- 3.2.4.2 During any School Year, BCRTA may also provide irregularly scheduled Supplemental Transit Services upon terms mutually agreed upon by the Parties. Regularly scheduled Supplemental Transit Services and irregularly scheduled Supplemental Transit Services shall be performed in

accordance with procedures established by BCRTA and shall be invoiced in accordance with the sections 4.2 and 4.5 of this Agreement or as may be agreed to by both Parties.

- 3.2.4.3 Requests for Supplemental Transit Services shall be limited to those conforming to limitations and requirements set forth by the FTA.
- 3.2.5 In the event of unforeseen financial crisis that materially affects the business operations of either Party, the Parties agree to review and negotiate certain terms of this Agreement as necessary or appropriate with each other in good faith.
- 3.2.6 BCRTA and MU shall implement any change in service that is mutually agreed upon by both Parties as soon as practicable once all public notification and any other FTA requirements have been satisfied and once BCRTA has had sufficient time to assemble staff, Transit Service Vehicles, and equipment to meet such modifications, as is necessary or appropriate in BCRTA's sole discretion.
- 3.2.7 BCRTA and MU have agreed upon and shall maintain a "Service Level Schedule" (Attachment A) that defines the level of service for the Transit Services described in Section 3.
- 3.2.8 BCRTA shall review with MU, within eight weeks following the end of each semester, information obtained by BCRTA and MU during the semester regarding complaints, concerns, or other issues affecting the provision of transportation by BCRTA for MU. It is intended that this review will provide the Parties the opportunity to discuss and assess feedback relating to the Transit Services provided under this Agreement.
- 3.2.9 MU has expressed its intention to modify the flow of traffic and parking system on and near the MU Oxford Campus. BCRTA shall participate in developing transit solutions and cooperate in implementing proposals mutually agreed upon by the Parties to influence changes in parking patterns. MU will include BCRTA in any planning to implement traffic flow, transportation and/or parking changes.

4 Payment Provisions and Fee Schedule

4.1 Transit Development Payments by Miami University

4.1.1 Throughout the Term and any Renewal Period, MU agrees to pay BCRTA an amount equal to the amount indicated on Attachment A per year for each year of the Term and any Renewal Period, in twelve equal monthly installments beginning in August 2013, as adjusted pursuant to Section 4.3, (each such payment, a "Transit Development Payment"), for the provision of Transit Services as provided under this Agreement and consistent with Attachment A. BCRTA shall submit monthly invoices to MU as provided in Section 4.5, and beginning for the month of July 2013, MU shall remit each monthly Transit Development Payment to BCRTA within ten business days of MU's receipt of BCRTA's monthly invoice report for such month.

4.1.2 In exchange for the Transit Development Payment, BCRTA agrees to provide Campus Transit Services, Demand Response Services and Regional Transit Services as set forth in Attachment A to and around MU throughout the Term and any Renewal Period and shall permit all MU students, faculty and staff presenting valid identification at boarding to utilize the services defined in Section 3.2 and Attachment A without the payment of a fare.

4.2 Payment for Supplemental Transit Services

To the extent the Parties mutually agree upon any Supplemental Transit Services, payment for the Supplemental Transit Services shall be determined on a flat rate per Service Hour basis. The rate for the first year of the Term is set forth in Attachment A . Thereafter such rate shall be adjusted annually in the manner outlined in Section 4.3. BCRTA shall invoice MU for Supplemental Transit Services on a monthly basis and shall include such charges for Supplemental Transit Services in its monthly invoice reports as set forth in Section 4.5 which charges shall be payable within 30 days of the monthly invoice.

4.3 Adjustments for CPI Increases

The Transit Development Payments outlined in Section 4.1, and any Supplemental Transit Services Fee paid to BCRTA pursuant to Section 4.2 of the Agreement (to the extent any Supplemental Transit Services are mutually agreed upon by the Parties for any School Year) shall be adjusted annually, starting July 1, 2014, by the amount of change in the U.S. City Average All Items Consumer Price Index for the most recent twelve month period available ("CPI"). The price of diesel fuel and gasoline utilized to calculate the Fuel Base Price (as defined in Section 4.4.1), shall also be adjusted annually, starting July 1, 2014, by the CPI.

4.4 Fuel Cost Adjustment Amounts

- 4.4.1 Each month of the Term BCRTA shall calculate the number of gallons and the total cost (the "Actual Monthly Fuel Price") of all gasoline and of all diesel fuel utilized for the provision of Transit Services under this Agreement. BCRTA shall also calculate the "Fuel Base Price" for each month by multiplying the number of gallons of gasoline used in each month by \$3.56 and the number of gallons of diesel fuel used in each month by \$3.97. In any month of the Term in which Actual Monthly Fuel Price exceeds the Fuel Base Price by more than five percent (5%), MU shall pay to BCRTA the amount of such difference ("Fuel Cost Adjustment Amount"). The Fuel Cost Adjustment Amount shall be invoiced separately from the Transit Development Payment pursuant to Section 4.5.1 on a monthly basis and shall be payable by MU within 30 days of that invoice. In any month of the Term in which the Actual Fuel Price is less than Fuel Base Price by more than five percent (5%), a check for the amount equal to such difference shall be sent to MU from BCRTA within 45 days of the invoice submitted pursuant to Section 4.5.1 of this Agreement ("Fuel Cost Adjustment Credit").
- 4.4.2 BCRTA agrees to supply MU with a monthly report showing Actual Fuel Cost, the total number of gallons of gasoline and of diesel fuel purchased, BCRTA's calculations of any/all Fuel Cost

Adjustment Amount/Credit, together with supporting documentation, which documentation shall, at a minimum, include copies of all documents evidencing the purchases of diesel fuel and gasoline for that month.

- 4.4.3 BCRTA shall be responsible for fueling all vehicles. MU may elect to provide the gasoline or diesel fuel to BCRTA for the provision of Transit Services. Should MU designate a fuel source, BCRTA shall use the designated source provided that the fuel source is the most economical source available to BCRTA and is in accordance with FTA procurement regulations and guidelines, and provided further that MU may not designate any fuel source that would cause any warranty for any Transit Service Vehicle to be voided or cause material harm to any Transit Service Vehicle.
- 4.4.4 Notwithstanding Section 4.3 of this Agreement, should the monthly Fuel Adjustment Credit exceed in the aggregate the prices of diesel fuel and gasoline used to calculate initial Fuel Base Price (\$3.56/gallon for gasoline and \$3.97/gallon for diesel fuel) by seventy five percent (75%) in any twelve (12) month period during the Term, MU may, at its option, (i) reopen this Agreement for the purpose of negotiations to reduce costs by reducing of services or other means, or in the event that the Parties cannot reach an agreement to reduce costs, (ii) terminate this Agreement upon six (6) months notice.
- 4.5 Invoicing
- 4.5.1 On a monthly basis, BCRTA shall submit invoice reports to MU within ten days of the end of each month, which shall set forth (i) the Transit Development Payment for each such month, as adjusted pursuant to Section 4.3 of this Agreement; (ii) all charges for any Supplemental Transit Services provided by BCRTA for such month; and (iii) any other charges, costs or fees owing from MU to BCRTA with respect to the then-current month, including any Fuel Adjustment Charge pursuant to Section 4.4. The invoice reports shall also show, as separate from the Transit Development Payment, any amounts owed to MU by BCRTA, including the following: (i) any Fuel Cost Adjustment

Credit; and (ii) any fares collected from the general public in the provision of Transit Services, which amounts shall be payable within 45 days of the monthly invoice.

- 4.6 If BCRTA's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of any fire, casualty, unavoidable accident, riot, war, or act of God, or by enactment, issuance, or operation of any municipal county, State, or federal law, ordinances or executive, administrative, or judicial regulation, order, or decree, or by any local or national emergency, BCRTA shall be excused from performance of this Agreement for a period not to exceed fourteen consecutive days that MU is open for classes, after which MU may, at its option, secure the services herein contemplated from another source .

If BCRTA's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of lockout, strike, labor conditions by BCRTA's employees or other condition under BCRTA's control, which last for more than seven working days, then MU may secure the services herein contemplated from another source.

The Transit Development Payment shall be adjusted on a pro-rata basis for any period that BCRTA is excused from performance as set forth in this Section or otherwise fails to provide the Transit Services set forth in this Agreement.

- 4.7 BCRTA shall have the right to send a correction to MU to update or correct any invoice (an "Invoice Correction") sent to MU pursuant to this Section 4 within 90 days of the delivery of such invoice, regardless of whether such invoice has been paid or has not been paid. BCRTA shall provide, upon request by MU, a detailed explanation for any Invoice Correction. Any additional payments required from MU to BCRTA due pursuant to an Invoice Correction shall be paid with the next regular invoice payment from MU to BCRTA. Any payments due to MU from BCRTA pursuant to an Invoice Correction shall be paid with the Invoice Correction.

- 4.8 The provisions in this Section do not affect the right of either Party to terminate this Agreement as provided in Section 15.

5 Transit Service Vehicles

- 5.1 BCRTA shall be responsible for providing all Transit Service Vehicles. Transit Service Vehicles shall be available at all times in sufficient numbers to provide for adequate, efficient and effective transportation services as set forth in this Agreement. Transit Service Vehicles provided shall be suitable for their intended use.
- 5.2 Except as specifically provided in this Agreement, BCRTA shall be responsible for all acquisition and operating costs of Transit Service Vehicles. Maintenance services may be subcontracted at BCRTA's sole discretion. BCRTA shall ensure that Transit Service Vehicles are reliable, that they are maintained in a safe and reliable operating condition, and that their interior and exterior appearance is clean and presentable when engaged in Transit Services.
- 5.3 Transit Service Vehicles shall have a sufficient turning radius and be of the correct dimensions to navigate all streets and roadways identified in Attachment A. During the Term, BCRTA shall provide for a replacement program to ensure that safe and reliable transportation is available, pursuant to this Agreement.
- 5.4 All Transit Service Vehicles must be compliant with all applicable federal, state and local laws and regulations, including without limitation accessibility standards for the disabled. This compliance requirement includes any temporary vehicles used for route operations.
- 5.5 Transit Service Vehicles shall be equipped with manufacturer's recommended bicycle rack. Bicycle racks shall have the capability to hold a minimum of two bicycles simultaneously.
- 5.6 BCRTA may, but shall not be required to install passenger counting hardware. Passenger counting requirements may be met manually or by using a device, at BCRTA's discretion.

- 5.7 BCRTA shall install a global positioning /automated vehicle locator system ("GPS System") on each Transit Service Vehicle. The GPS System shall support internet enabled mobile phones and handheld devices and shall have the ability to view the location, heading, stop list, and next stop of active Transit Service Vehicles to such devices. The GPS System shall display a graphical snapshot of Transit Service Vehicle progress along route. The GPS System must provide a minimum of on-time performance reports and headway measurements.
- 5.8 MU is committed to improving the environment and providing leadership in matters of transportation services. BCRTA will report not less than annually to MU on its efforts to reduce the environmental impact of providing Transit Services and the Parties shall cooperate in good faith to provide Transit Services in an environmentally conscious manner, including, without limitation, consideration of alternative fuel Transit Service Vehicles and measures to increase fuel efficiency.

6 Management and Personnel

- 6.1 BCRTA shall be responsible for coordination, scheduling, dispatching, employment, and training of BCRTA personnel. All personnel shall be full or part time employees of BCRTA, and all payrolls, benefits, applicable taxes, and other employment costs shall be the responsibility of BCRTA. All drivers shall be neat and well groomed and shall wear a uniform that is appropriately professional in appearance and allows for easy recognition as a BCRTA driver.
- 6.2 Training of operational personnel shall be provided by BCRTA. All drivers shall be properly trained in the operation of any Transit Service Vehicle they operate, including all safety and accessibility equipment. BCRTA shall maintain records of the content of such training as well as the names of those trained and shall make it available to MU upon request. Drivers shall maintain a driver's license that is legally required and appropriate for the type of Transit Services to be performed, shall have passed a pre-employment drug test, and shall be part of a random drug and alcohol testing pool. BCRTA shall maintain a drug and alcohol testing program that conforms to the rules of

the FTA. No person may perform any safety sensitive functions under this Agreement without being subject to testing under this program.

- 6.3 All personnel of BCRTA shall treat riders and members of the MU community with courtesy and respect at all times. Drivers are required to have good knowledge of the entire service area set forth in Attachment A in order to efficiently and effectively provide Transit Services. BCRTA personnel are not permitted to smoke while performing services under this Agreement. BCRTA personnel are subject to removal from involvement with this Agreement for conduct that in the reasonable judgment of MU is unacceptable. Prior to such removal MU shall give notice to BCRTA of the nature of the unacceptable behavior and, unless restricted by the Family Educational Rights and Privacy Act or other applicable laws, shall provide BCRTA with the evidence in its possession regarding such behavior. BCRTA shall promptly review such evidence and any evidence in its possession, including without limitation, any on-board videos, and within twenty four (24) hours shall either remove the driver temporarily from providing Transit Services pending further investigation, remove the driver permanently from providing Transit Services as requested or meet with the MU Liaison to present evidence that the unacceptable behavior did not occur or is otherwise excusable.
- 6.4 BCRTA will not discriminate against any employee or applicant for employment because of age, race, color, religion, national origin, ancestry, disability, or sex. BCRTA will conform to all provisions of law relating hereto.

7 Bus Stops and Shelters and Marketing at the Shelters and on Transit Service Vehicles

7.1 Existing Shelters

MU shall be responsible for maintaining and purchasing insurance for all shelters on Miami University property.

7.2 New Passenger Shelters, Bus Stop Improvements and Additions

BCRTA shall not alter or change any current bus stop location directly serving the MU campus without prior approval of MU. BCRTA may make improvements (e.g. curb cuts, walks, ramps, etc.) to existing passenger shelters or bus stops or construct new stops and shelters as may be needed. At MU's cost, and with MU's prior consent, BCRTA may make improvements to or otherwise change any current bus stop located on the MU campus. BCRTA shall get the approval of MU on the design of these projects and shall coordinate the construction of these improvements with MU. Land owned by MU which is under such improvements, any structures or other property owned by Miami to which the improvements are made, and the improvements themselves shall remain unencumbered and at the sole ownership of MU unless otherwise agreed to by the Parties.

- 7.2.1 At BCRTA's sole discretion, BCRTA will provide grant funds for the purchase of new shelters as they may become available throughout the Term. The local share of the cost of such shelters shall be paid as mutually agreed upon by the Parties at the time of funding availability.

7.3 Maintenance of Shelters

MU shall be responsible for maintaining its passenger shelters and bus stops in a presentable manner and complete necessary repairs on a timely basis. MU shall be responsible for cleaning the windows of shelters on a timely basis. MU shall be responsible for providing and servicing litter containers and snow removal for any facilities on the MU campus. Any food service offered in the shelters and the bus centers on the MU campus will be provided solely by MU or its representatives. Any phones or emergency phones required in connection with a shelter or boarding center on the MU campus shall be provided by MU including the cost of these services.

7.4 Marketing on Buses or at Shelters

BCRTA's name, logo and any other visual markings may be used to identify, in a manner reasonably suitable to the purpose, all stops, passenger shelters, boarding centers and all Transit Service Vehicles. All additions of the BCRTA name and logo shall be at BCRTA's cost.

No other images or marketing material, other than route information, may be exhibited at MU or BCRTA shelters and boarding centers.

7.5 Marketing to Students

The Parties shall cooperate in the distribution of mutually agreed upon information regarding the services provided pursuant to this Agreement. BCRTA will provide web and print resources at its expense. The University shall be responsible for providing students with bus schedules, rules, and promotional literature encouraging bus system use. Such material shall be provided at University expense. All literature will be coordinated with BCRTA, and BCRTA's transportation coordinator shall assist in the preparation of information, schedules, and other facts for such literature. BCRTA shall provide reasonable assistance in posting material within buses, handing out schedule cards to riders, and other similar promotional efforts.

7.6 Advertising on Transit Service Vehicles

There shall be no commercial advertising on the interior or exterior of the Transit Service Vehicles.

8 Designation of Party Liaisons and Submission of Data Related to Transit Services

Both BCRTA and MU shall appoint one person to serve as each Party's liaison with respect to this Agreement (each such individual, a "Liaison"). The Liaisons shall endeavor to meet at least once each semester with a designated transportation committee or other interest group as mutually agreed upon by the Parties to discuss the transportation services provided under this Agreement.

9 External Funding and Grants

The Parties shall actively seek and solicit opportunities to secure outside funding from public and private sources to support the provision of Transit Service under this Agreement and the acquisition of Transit Service Vehicles.

10 Reporting

BCRTA shall provide the MU Liaison with the following information:

At Time of Occurrence

- Accident reports (see Section 10)
- Reports of incidents relating to passengers
- Cancellations or delays in services

Monthly

- Ridership by route or by type of service (see Section 3.2.1.3)
- Service Time rendered in each Transit Service Category

Quarterly

- Accurate fuel consumption data by vehicle

Annually

- Results of BCRTA's financial audits
- Results of drug and alcohol testing program

In addition to the foregoing, BCRTA shall assist the University with all reasonable requests for information or data to assist the University in managing the Agreement and planning for existing and future transportation needs.

11 Accident Reporting

All major incidents or accidents are to be reported as soon as possible to the MU Liaison (or in the absence of the Liaison to a designated alternate) and to the Miami University Police Department. In no event may notice be given more than 120 minutes from the time of occurrence. A major incident or accident is defined as any situation that involves bodily injury, substantial property damage, or other incident that may reasonably be seen as having a significant potential financial, legal or reputational impact on Miami University, its students, faculty, staff, administration, or visitors. Minor incidents or accidents should be reported within twenty-four hours of occurrence, or as soon as practical, to the MU Liaison (or in the absence of the Liaison to a designated alternate). BCRTA shall provide a copy of all police reports to MU for any incident or accident. For major accidents, a report shall not be considered to have been made until receipt of the report is acknowledged by the MU Liaison or designee.

12 Status of Parties

It is the intention and understanding of the Parties that BCRTA is a separate and distinct regional transit authority in the State of Ohio and that MU is a state university established by statute of the State of Ohio and that no employer/employee relationship or agency relationship of any kind has been or is created between the Parties by this Agreement.

13 Insurance

- 13.1 BCRTA warrants and acknowledges that it has in place all insurance coverage required by state or federal, state and municipal laws for a regional transit authority.
- 13.2 On or before July 1 of each year of the Term MU and BCRTA shall review insurance limits annually to confirm adequate coverage is being maintained, which shall at a minimum include \$5,000,000 in Commercial General Liability and \$5,000,000 of Automobile Liability. At no time shall the limits be

less than those agreed to from time to time by the Parties. BCRTA shall immediately notify MU if it loses its insurance coverage or if coverage falls below the agreed upon limits. Upon such notification, MU may, at its option, suspend this Agreement and all of its obligations hereunder until such time as the agreed upon coverage is restored, and may also issue a notice of termination pursuant to Section 11.1 of this Agreement.

- 13.3 On or before July 1 of each year of the Term, BCRTA shall provide MU with a certificate of insurance attesting to the general and automobile liability coverage. BCRTA shall provide copies of the certificates of insurance to the MU Liaison. At MU's request, BCRTA shall have this Agreement acknowledged by the provider of insurance coverage set forth in Section 13.2 of this Agreement.
- 13.4 BCRTA agrees to provide workers' compensation protection for all its agents and employees performing any duties related to this Agreement and to pay any and all unemployment benefits and public pension requirements arising from the performance of its duties and obligations under this Agreement. BCRTA warrants and represents that under no circumstances shall any employee or agent of BCRTA be considered an employee of MU.

14 Responsibility

- 14.1 As a public institution BCRTA is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, BCRTA agrees to be liable for the wrongful acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of BCRTA's obligation to indemnify MU under this Agreement, BCRTA hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to BCRTA's wrongful conduct in connection with this Agreement.
- 14.2 As a public institution MU is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent

permitted by Ohio law, MU agrees to be liable for the wrongful acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of MU's obligation to indemnify BCRTA under this Agreement, MU hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to MU's wrongful conduct in connection with this Agreement.

14.3 The parties specifically agree that the "expenses" as used in Sections 14.1 and 14.2 shall not include, counsel fees, witness fees, court costs, and any other costs of a similar nature.

14.4 MU agrees to be solely responsible for any and all claims arising prior to the effective date of this contract involving the provision of public and/or student transportation, except claim arising in connection with BCRTA's provision of regional transit services under the agreement between the Parties hereto dated October 4 2012. Nothing herein shall prevent MU from asserting any defenses it may have under law.

15 Termination/Opportunity to Cure

15.1 MU may terminate this Agreement for default after thirty (30) days advance written notice to BCRTA during the Term hereof, provided that BCRTA does not materially cure such default within such thirty (30) day period, if:

- a) BCRTA fails to maintain the insurance specified in Paragraph 13 of this Agreement; or
- b) BCRTA breaches any of the warranties, representations, acknowledgments contained in this Agreement, which breach has a material adverse effect on the business or operations of MU as related to the subject matter of this Agreement; or
- c) BCRTA fails to provide the Transit Services set forth in Paragraph 2 and Attachment A of the Agreement; or

- d) There is a serious degradation in the level and quality of the Transit Services for a sustained period of time that deviates in a material way from the level of service set forth in this Agreement or the reasonable expectations of MU; or
 - e) BCRTA becomes permanently insolvent.
- 15.2 BCRTA may terminate this Agreement for default after thirty (30) days' advance written notice to MU during the Term hereof, provided that MU does not materially cure such default within such thirty (30) day period, if MU:
- a) Fails to make any payments to BCRTA in a timely manner as provided under this Agreement, including but not limited to, the payment of (i) all Transit Development Payments as set forth in Section 4 and as adjusted pursuant to Sections 4.3 and 4.4 of this Agreement; and (ii) all payments with respect to Supplemental Transit Services provided by BCRTA in accordance with Sections 3.2.4 and 4.2 of this Agreement ; or
 - b) Breaches any of the warranties, representations, or acknowledgements contained in this Agreement; which breach has a material adverse effect on the business or operations of BCRTA as related to the transit services provided under this Agreement.
- 15.3 MU and BCRTA agree that prior to termination under Sections 15.1 and/or 15.2, the aggrieved Party shall provide written notice specifying all alleged breaches of performance and the other Party shall have thirty (30) days to cure the alleged breach(es) of performance.
- 15.4 In the event of termination of this Agreement, MU shall pay BCRTA for all services rendered up to the date of termination of this Agreement. BCRTA's obligation to perform the services set forth in Section 3 of this Agreement shall terminate as of the date Agreement terminates. MU shall have no further financial obligations to BCRTA under Section 4 or any other provision of this Agreement, with the exception of any liability for MU's wrongful acts and omissions under this Agreement and

the wrongful acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement pursuant to Section 14.2.

16 Representations

- 16.1 BCRTA warrants and represents that it will make reasonable efforts to not take any action, and will make reasonable efforts to not permit its agents or employees to take any action, during the Term of this Agreement, that would be reasonably expected to create a nuisance that would materially injure the reputation of MU.
- 16.2 MU warrants and represents that it will make reasonable efforts to not permit any action by any of its agents or employees during the Term of this Agreement to create a nuisance or injure the reputation of BCRTA.
- 16.3 BCRTA warrants and represents that it shall make reasonable efforts not to use or allow to be used anything on MU property that would be reasonably expected to invalidate or limit any policy of insurance now or hereafter carried by BCRTA or MU.

17 Miscellaneous

- 17.1 Assignment – this Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 17.2 Modification – This Agreement shall not be modified or amended except in writing signed by the Parties hereto.
- 17.3 Waiver – No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.
- 17.4 Severability – The invalidity or unenforceability of any provision of this Section of this Agreement shall in no way affect the validity or enforceability of any other provision or section hereof.

- 17.5 Captions – The captions in the Agreement are for convenience only and shall not be construed in any way to limit or interpret any term hereof.
- 17.6 Governing Law – This Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of Ohio.
- 17.7 Exculpation – No Trustee, official, officer, or employee of MU shall be personally liable to BCRTA for any default or breach by MU of any obligations under the terms of or relating to this Agreement; and no BCRTA Board Member, official, officer or employee shall be personally liable to MU for any default or breach by BCRTA of any obligations under the terms of or relating to this Agreement.
- 17.8 Dispute Resolution – The Parties shall promptly communicate with each other to attempt to resolve any items in dispute. Nothing herein shall preclude either Party from pursuing its remedies available at law or in equity. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between MU and BCRTA arising out of or relating to this Agreement or its breach will be decided by a court of competent jurisdiction within the State of Ohio.
- 17.9 Notice – Any and all notices required or provided for in this Agreement shall be deemed made when placed in the mail, postage pre-paid, certified mail, return receipt requested, and addressed to the respective Parties as hereinafter set forth:

As to Miami University: Office of the Vice President for Finance and Business Services
Attn: Dr. David K. Creamer
Vice President for Finance and Business Services
Roudebush Hall, 218
Oxford, Ohio 45056

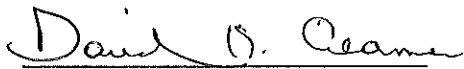
As to BCRTA: Butler County Regional Transit Authority
Attn: Carla L. Lakatos
Executive Director
3045 Moser Court
Hamilton, Ohio 45011

- 17.10 Exclusivity – To the extent services are not provided under this agreement, nothing in this Agreement shall be construed to restrict the rights of MU to obtain or provide additional transportation services on behalf of MU students, faculty, staff or guests.


[Signature Page to Immediately Follow.]

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first written above.

MIAMI UNIVERSITY



Dr. David K. Creamer
Vice President for Finance and Business Services

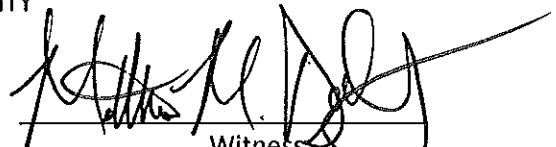

Witness



Witness

BUTLER COUNTY REGIONAL TRANSPORTATION AUTHORITY

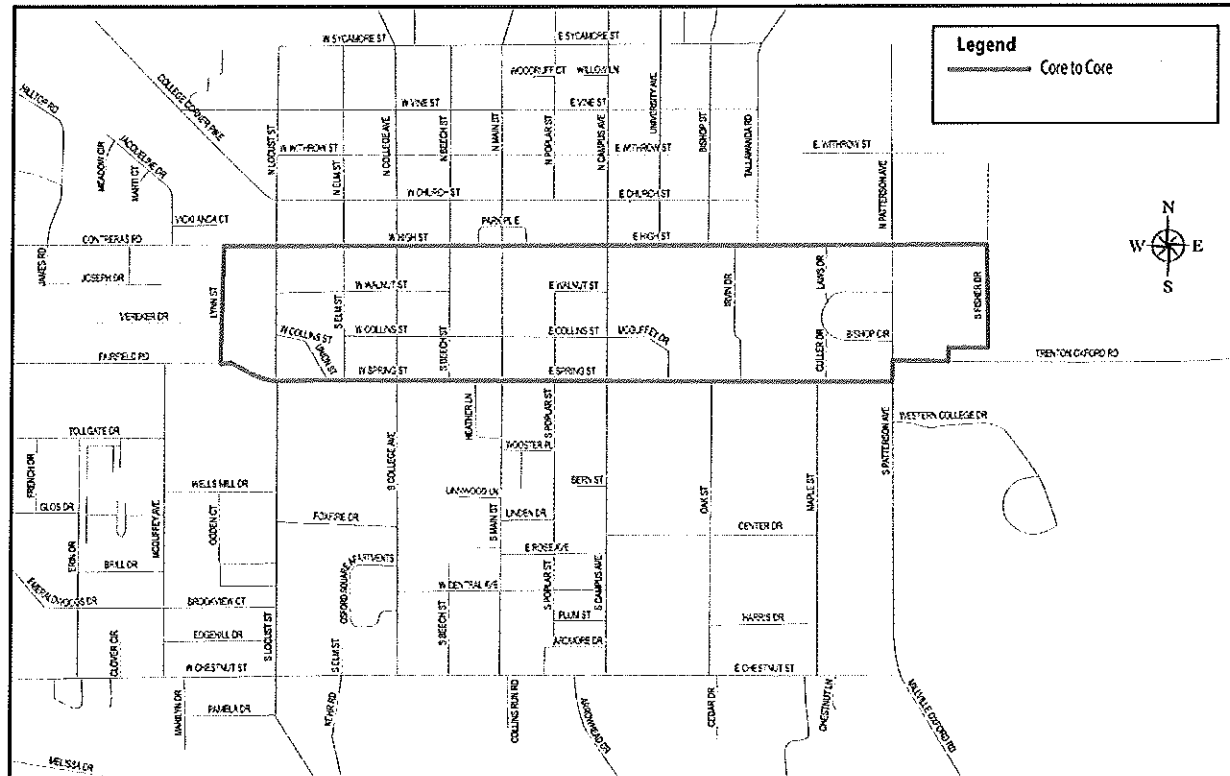


Carla L. Lakatos
Executive Director


Witness


Witness

Miami Oxford Campus Transit Service: CORE TO CORE



| Day(s) | Hours | Frequency** |
|-------------------------|---------------------|---------------|
| Monday through Friday | 7:00 AM to 8:00 AM | 30 minutes |
| Monday through Friday | 8:00 AM to 5:00 PM | 15-20 minutes |
| Monday through Thursday | 5:00 PM to 1:00 AM | 30 minutes |
| Friday | 5:00 PM to 3:00 AM | 30 minutes |
| Saturday | 11:00 AM to 3:00 AM | 30 minutes |
| Sunday | 9:00 AM to 1:00 AM | 30 minutes |

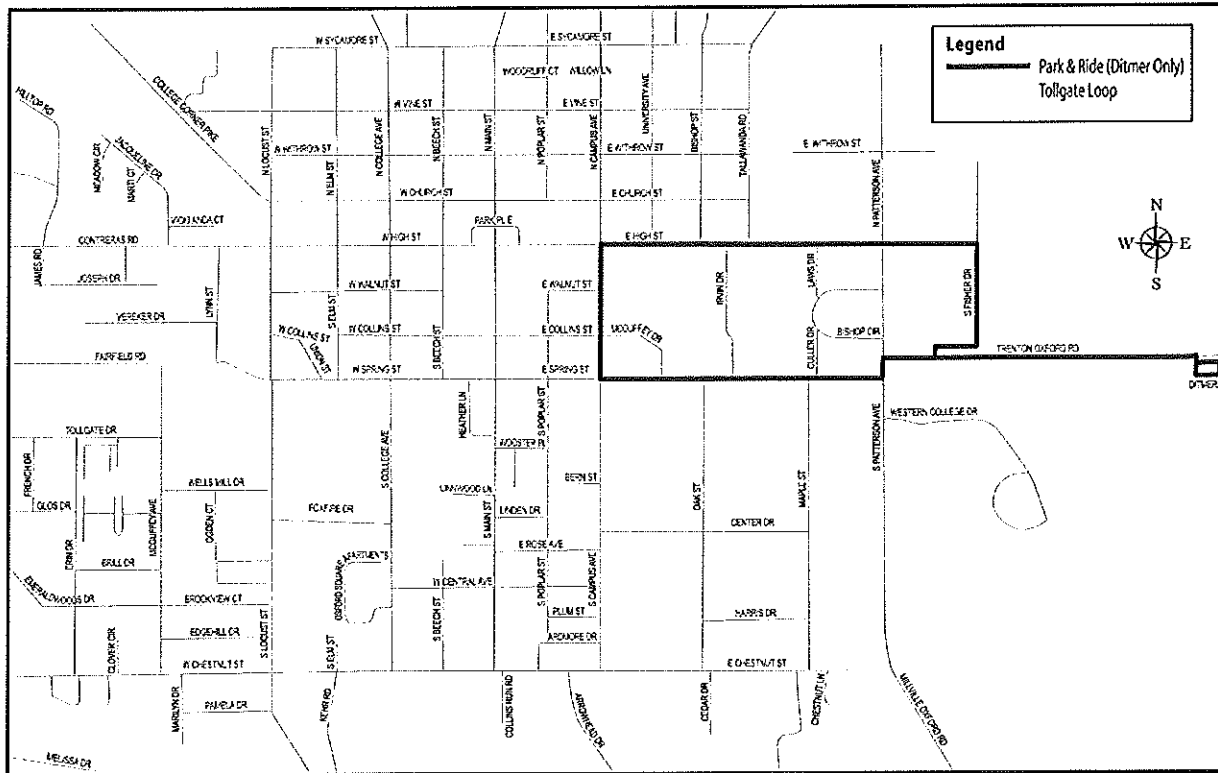
Total Annual Service Hours: 5,577

Schedule and route subject to change at BCRTA's reasonable discretion.

****Frequencies are an estimate, which are subject to change according to service needs.**

Page 2

Miami Oxford Campus Transit Service: DITTMER PARK & RIDE WITH LOOP



| Day(s) | Hours | Frequency** |
|-----------------------|---------------------|-------------|
| Monday through Friday | 7:00 AM to 11:00 AM | 15 minutes |
| Monday through Friday | 11:00 AM to 3:00 PM | 30 minutes |
| Monday through Friday | 3:00 PM to 8:00 PM | 15 minutes |
| Sunday | 7:00 PM to 1:00 AM | 15 minutes |

Total Annual Service Hours: 4,026

Schedule and route subject to change at BCRTA's reasonable discretion.

[illegible]

| Day(s) | Hours | Frequency** |
|-----------------------|--------------------|-------------|
| Monday through Friday | 7:00 AM to 7:00 PM | 20 minutes |

Schedule and route subject to change at BCRTA's reasonable discretion.

Service Level Schedule

Attachment A

Miami Oxford Campus Demand Response Service: Oxford Disability (ADA)

Service Area – As outlined in the Agreement:

Hours of Availability:

| Day(s) | Hours |
|-----------------------|---------------------|
| Monday through Friday | 7:00 AM TO 3:00 AM |
| Saturday | 11:00 AM to 3:00 AM |
| Sunday | 9:00 AM to 1:00 AM |

Total Maximum Annual Service Hour (shared with NDD): 5,610

Schedule subject to change at BCRTA's reasonable discretion.

Service Level Schedule

Attachment A

Miami Oxford Campus Demand Response Service: Nighttime Door to Door

Service Area – As outlined in the Agreement:

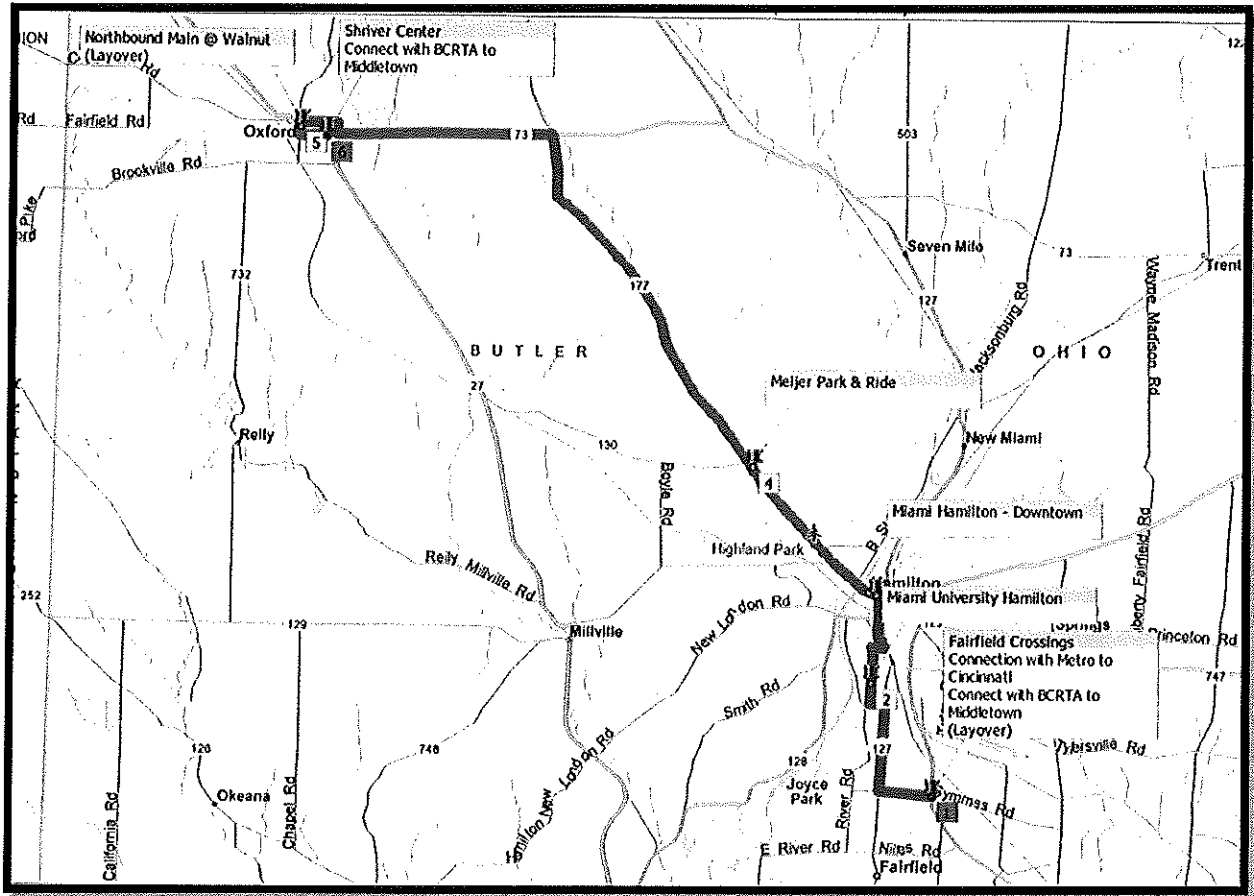
Hours of Availability:

| Day(s) | Hours |
|-----------------------|---------------------|
| Monday through Friday | 11:00 PM TO 3:00 AM |
| Saturday | 11:00 PM to 3:00 AM |
| Sunday | 11:00 PM to 1:00 AM |

Total Maximum Annual Service Hour (Shared with ADA): 5,610

Schedule subject to change at BCRTA's reasonable discretion.

Regional Transit Service: HAMILTON/OXFORD SERVICE



Regional Transit Service: HAMILTON/OXFORD REGIONAL SERVICE (continued)***Hamilton - Oxford Connector: Route R3***

Monday through Fridays, excluding National Holidays

Northbound

Times are approximate.

| Fairfield Crossings | Miami U. Hamilton | University Hall Hamilton | Miami U. Don. Hamilton | Meier Hamilton | Shriver Center | Mt. O. Hamilton |
|------------------------|----------------------|-----------------------------|---------------------------|-------------------|-------------------|--------------------|
| A | B | C | D | E | F | G |
| 6:00 | 6:12 | 6:13 | 6:22 | 6:33 | 6:52 | 7:00 |
| 7:00 | 7:12 | 7:13 | 7:22 | 7:33 | 7:52 | 8:00 |
| 8:00 | 8:12 | 8:13 | 8:22 | 8:33 | 8:52 | 9:00 |
| 9:00 | 9:12 | 9:13 | 9:22 | 9:33 | 9:52 | 10:00 |
| 10:00 | 10:12 | 10:13 | 10:22 | 10:33 | 10:52 | 11:00 |
| 11:00 | 11:12 | 11:13 | 11:22 | 11:33 | 11:52 | 12:00 |
| 1:00 | 1:12 | 1:13 | 1:22 | 1:33 | 1:52 | 2:00 |
| 3:00 | 3:12 | 3:13 | 3:22 | 3:33 | 3:52 | 4:00 |
| 4:00 | 4:12 | 4:13 | 4:22 | 4:33 | 4:52 | 5:00 |
| 5:00 | 5:12 | 5:13 | 5:22 | 5:33 | 5:52 | 6:00 |
| 6:00 | 6:12 | 6:13 | 6:22 | 6:33 | 6:52 | 7:00 |
| 8:00 | 8:12 | 8:13 | 8:22 | 8:33 | 8:52 | 9:00 |
| 10:00 | 10:12 | 10:13 | 10:22 | 10:33 | 10:52 | 11:00 |

PM times shown in bold

**University Hall stop is located on University Blvd.

R3 shall not run on holidays
or breaks indicated in the
Calendar of Services.

Southbound

Times are approximate.

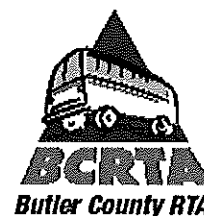
| Mt. O. Hamilton | Shriver Center | Meier Hamilton | Miami U. Don. Hamilton | University Hall Hamilton | Miami U. Hamilton | Fairfield Crossings |
|--------------------|-------------------|-------------------|---------------------------|-----------------------------|----------------------|------------------------|
| G | F | E | D | C | B | A |
| 7:00 | 7:05 | 7:24 | 7:35 | 7:44 | 7:45 | 8:00 |
| 8:00 | 8:05 | 8:24 | 8:35 | 8:44 | 8:45 | 9:00 |
| 9:00 | 9:05 | 9:24 | 9:35 | 9:44 | 9:45 | 10:00 |
| 10:00 | 10:05 | 10:24 | 10:35 | 10:44 | 10:45 | 11:00 |
| 11:00 | 11:05 | 11:24 | 11:35 | 11:44 | 11:45 | 12:00 |
| 12:00 | 12:05 | 12:24 | 12:35 | 12:44 | 12:45 | 1:00 |
| 2:00 | 2:05 | 2:24 | 2:35 | 2:44 | 2:45 | 3:00 |
| 4:00 | 4:05 | 4:24 | 4:35 | 4:44 | 4:45 | 5:00 |
| 5:00 | 5:10 | 5:24 | 5:35 | 5:44 | 5:45 | 6:00 |
| 6:00 | 6:05 | 6:24 | 6:35 | 6:44 | 6:45 | 7:00 |
| 7:00 | 7:05 | 7:24 | 7:35 | 7:44 | 7:45 | 8:00 |
| 9:00 | 9:05 | 9:24 | 9:35 | 9:44 | 9:45 | 10:00 |
| 11:00 | 11:05 | 11:24 | 11:35 | 11:44 | 11:45 | 12:00 |

PM times shown in bold

**University Hall stop is located on University Blvd.

Persons presenting a valid Miami
University ID at boarding may ride
regional BCRTA routes for free!

This service is provided in cooperation
with Miami University



Visit BCRTA at: www.facebook.com/butlercountyrta,
www.twitter.com/bcrtat, and www.butlercountyrta.com

Total Minimum Annual Service Hours: 2,066

Schedule and route subject to change at BCRTA's reasonable discretion.

Transit Services Agreement Between Miami University & Butler County RTA

Regional Transit Service: BCRTA R1, R2, et al.

Service Area: As published by BCRTA on an ongoing basis including but not limited to regional weekday transportation between Fairfield, Hamilton, Middletown, and Oxford.

Service Hours: BCRTA will guarantee free rides for all Miami University designated persons presenting a valid ID at boarding on all regional routes in existence now and that may come into existence during the term of the Agreement in exchange for an annual contribution to Transit development in Butler County as outlined in the Agreement.

Supplemental Transit Services

Service Area: As mutually agreed upon by MU and BCRTA and as outlined in the Agreement.

Service Hours: MU agrees to pay BCRTA according to the procedures outlined in the Agreement.

Calendar of Services

Campus Transit Services shall operate during Miami University's school year and according to the exceptions below:

- | | |
|---------------------------------|--|
| 1. Labor Day: | Services shall operate on a Sunday schedule. |
| 2. Mid-Term Break: | Services shall operate on a Saturday schedule. |
| 3. Thanksgiving Break: | Services shall end the Wednesday immediately before Thanksgiving at 10:00 PM and shall resume the following Sunday at 6:00 PM. |
| 4. Winter Break: | Services shall end Friday of final examinations at 7:00 PM and resume Sunday before start of winter term at 6:00 PM. |
| 5. Martin Luther King, Jr. Day: | Services shall operate on a Sunday schedule. |
| 6. Spring Break: | Service shall end on the Friday immediately preceding break week at 7:00 PM and shall resume on the Sunday at the end of or immediately after break week at 6:00 PM. |

Table of Payments

| Service | Payment for the Month Beginning July 1, 2013 |
|-------------------------------|---|
| Transit Development Payment | \$1,600,000 as adjusted pursuant to the terms of the Agreement |
| Supplemental Transit Services | \$57.00 per Service Hour as adjusted pursuant to the terms of the Agreement |

Resolution No. 14-07-01: Acknowledging and Ratifying the "Fueling Facility Use Agreement" and "Lease Agreement" between BCRTA and the Talawanda City School District (Talawanda) and Authorizing the Expenditure of \$27,492.68 in Federal Transit Funds for BCRTA's Share of the Fueling Facility Upgrades as Identified in the "Fueling Facility Use" Agreement.

Whereas, since 2012 BCRTA, Miami University (MU), and the City of Oxford have partnered to create and improve connections among employment, education, and other quality of life services for citizens, students and visitors of the City of Oxford, Miami University, Butler County and the region; and

Whereas, BCRTA currently does not own office space or bus parking facilities, or own or operate a fueling facility for its public transit vehicles that is within or in close proximity to Oxford, Ohio; and

Whereas, BCRTA and Talawanda determined that it would be in their mutual interests to enter into an agreement that would allow BCRTA to utilize the parking lot, office space, and a fueling facility at 101 West Chestnut Street, Oxford Ohio in exchange for BCRTA contributing to the cost of needed fueling facility upgrades; and

Whereas, BCRTA legal counsel reviewed and approved a "Fueling Facility Use Agreement" and a "Lease Agreement" wherein BCRTA contributes 80% of the cost of facility upgrades using federal transit funds in exchange for BCRTA use of the fueling facility at Talawanda cost with no mark-up, and the use of a bus parking lot through October 2018 with opportunities for agreement extension; and

Whereas, the "Lease Agreement" further gave BCRTA use of office space at the Chestnut Street location through June 30, 2014 and permits a mutual agreement to automatically renew on a month to month basis; and

Whereas, Talawanda conducted a competitive bidding process and awarded a \$34,365.86 contract to W.C. Storey & Sons Inc. of Cincinnati, Ohio to provide the necessary fueling facility updates; and

Whereas, on June 26, 2014 Talawanda provided BCRTA a receipt of invoice and is seeking reimbursement of \$27,492.68 (80% of the final cost) per the "Fueling Facility Use Agreement"; and

Whereas, the reimbursement request exceeds the \$25,000 spending authority of the Executive Director.

Now therefore be it resolved by the Board of Trustees of the BCRTA:

That the Board of Trustees acknowledges and ratifies the "Fueling Facility Use Agreement" and the "Lease Agreement" between BCRTA and Talawanda and authorizes the expenditure of \$27,492.68 in BCRTA federal transit funds to reimburse Talawanda for the final cost of the fueling facility upgrades. Furthermore, the Board of Trustees authorizes the Executive Director to take all actions necessary to enact this resolution.

Approved: July 16, 2014


BCRTA, Board President


BCRTA, Executive Director

FUELING FACILITY USE AGREEMENT

This FUELING FACILITY USE AGREEMENT (this "Agreement") is made effective this 18th day of NOV, 2013 (the "Effective Date") by and between the **Board of Trustees of the Butler County Regional Transit Authority**, 3045 Moser Court, Hamilton, OH 45011 ("BCRTA") and **Board of Education of the Talawanda City School District**, 131 West Chestnut Street, Oxford, OH 45056 ("Talawanda"). BCRTA and Talawanda are each sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, Talawanda owns that certain property at 101 West Chestnut Street, Oxford, Ohio, as more particularly described in Exhibit A attached hereto ("Premises"), at which it operates and maintains a diesel fuel ~~and unleaded gasoline fueling facility~~ ("Fueling Facility") for the purpose of fueling Talawanda owned buses and other vehicles;

WHEREAS, BCRTA operates and maintains a public mass transportation system in Butler County, Ohio, and, pursuant to a separate agreement with Miami University ("Miami"), an Ohio public institution of higher education, provides transit services to Miami faculty, staff and students at and about Miami's Oxford, Ohio campus, the City of Oxford and between the Oxford campus and Miami's regional campuses;

WHEREAS, BCRTA currently does not own or operate a fueling facility for its public transit vehicles that is within or in close proximity to Oxford, Ohio;

WHEREAS, Talawanda desires to replace its fuel pumps and undertake related upgrades at the Fueling Facility ("Fueling Facility Upgrades"), which shall include the installation of a key-operated pumping and fuel management system that allows Talawanda to accurately record the amount of Fuel dispensed for each vehicle ("Fuel Management System"); and

WHEREAS, Talawanda and BCRTA have determined that it would be in their mutual interests to enter into an agreement that would allow BCRTA to utilize the Fueling Facility in exchange for BCRTA contributing to the cost of the Fueling Facility Upgrades,

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

FUELING FACILITY AND FUELING FACILITY UPGRADES

1.1 Construction of Fueling Facility Upgrades. Within 30 days after the Effective Date, the Parties shall mutually agree upon the Fueling Facility Upgrades and the contractor(s) to be utilized to perform the work of constructing and installing the Fueling Facility Upgrades. If the Parties fail to agree within the 30 day period, the Parties can agree in writing to extend such negotiation period or either Party can terminate this Agreement effective immediately by providing written notice to the other Party.

Notwithstanding the foregoing, in the event Talawanda determines that the Project is

required to be competitively bid in accordance with Section 3313.46 of the Ohio Revised Code, Talawanda agrees to commence the competitive bidding procedures of Ohio law within 60 days after the Effective Date and the parties acknowledge that the foregoing paragraph shall no longer be applicable. If Talawanda fails to commence the competitive bidding procedures of Ohio law within the 60 day period, the Parties can agree in writing to extend such period or either Party can terminate this Agreement effective immediately by providing written notice to the other Party.

1.2 Use of Fueling Facility. Upon completion of the construction of the Fueling Facility Upgrades and after final acceptance by the Parties, Talawanda agrees to grant BCRTA the right to access and use the Fueling Facility to dispense ultra-low sulfur diesel fuel ~~and unleaded gasoline~~ (collectively, "Fuel") in connection with BCRTA's operation of public transit vehicles. Talawanda shall promptly provide BCRTA with keys to the Fuel Management System. BCRTA agrees to pay for the Fuel dispensed at Talawanda's cost with no mark-up, which shall be billed by Talawanda in accordance with Article 2 below. For the avoidance of doubt, Talawanda shall be able to freely access the Premises for the purpose of utilizing the Fueling Facility and Fuel Management System to dispense Fuel for its own use. BCRTA shall be responsible for knowing and complying with all operating and safety procedures of Talawanda that relate to the Fueling Facility as well as all federal, state and local laws, regulations and ordinances applicable to the use of the Fueling Facility.

1.3 Sourcing. Talawanda shall be exclusively responsible for the sourcing, procurement and distribution of Fuel to the Fueling Facility. While Talawanda will make every effort to offer quality fuel and properly functioning fueling equipment, Talawanda shall not be liable to BCRTA if fuel is contaminated. Talawanda shall procure and store an amount of Fuel sufficient for BCRTA needs at all times during BCRTA's hours of operation, provided that BCRTA provides to Talawanda an estimate of its anticipated Fuel needs on a [quarterly] basis. Talawanda agrees to source in accordance with public purchasing guidelines and powers to ensure the lowest cost of Fuel. Should the price of Fuel rise to a level that BCRTA finds unacceptable or should Talawanda fail, notwithstanding its best efforts, to procure sufficient supplies of Fuel, BCRTA's sole remedy shall be to be to secure Fuel from another source.

1.4 Third Party Use. Prior to allowing a third party to access and utilize the Fueling Facility and the Fuel Management System, Talawanda must receive the prior written consent of BCRTA, which shall not be unreasonably withheld, provided that such access and use will not materially impair BCRTA's use.

1.5 Maintenance of the Premises. Talawanda (or its successor) is solely and exclusively responsible for the maintenance of the Premises, including but not limited to the Fueling Facility and Fuel Management System, and all expenses incurred in connection therewith, other than as expressly provided in this Agreement. Talawanda shall have sole discretion to close the Fueling Facility if necessary for maintenance or emergency repairs, provided that Talawanda shall use best efforts to provide BCRTA sufficient advance written notice of such closure and shall use best efforts to undertake maintenance or emergency repairs at hours during which BCRTA does not use the Fueling Facility and to minimize the time during which the Fueling Facility is closed for maintenance or emergency repairs during BCRTA's

business hours.

1.5.1 Talawanda (or its successor) shall be responsible at all times for maintaining insurance on and at the Premises, including, but not limited to mandatory Bureau of Underground Storage Tank Regulations (BUSTR) Underground Storage Tank Insurance relating to the Fueling Facility. Talawanda agrees to provide evidence of insurance coverage to BCRTA upon BCRTA's request.

1.5.2 Talawanda (or its successor) shall provide or shall arrange for the provision of all utilities at the Premises, including those required to operate Fueling Facility such as electricity, water, trash removal, and shall be solely responsible for the costs and expenses relating thereto.

1.5.3 Talawanda (or its successor) is exclusively responsible for undertaking or contracting for, and all costs and expenses related to repair of the Premises, including the Fueling Facility and the Fuel Management System, except where such repairs are the result of damage arising directly from the negligence of BCRTA, or its employees, agents or subcontractors or the failure of BCRTA, its employees, agents, subcontractors or representatives to follow Talawanda rules and policies governing the operation and the safe use of the Fueling Facility or any federal, state or local laws, rules or ordinances related thereto. BCRTA shall promptly inform Talawanda if it becomes aware of faulty or damaged equipment at the Fueling Facility.

1.6 Impairment of Use. The Parties warrant and represent to each other that they will make reasonable efforts prevent any action by any of their respective agents or employees during the Term to create a nuisance or injure the other Party's rights herein or interfere with the other Party's use of the Fueling Facility.

1.7 Ownership. The Premises and the Fueling Facility, including the Fuel Management System and all other Fueling Facility Upgrades shall at all times remain the property of and owned by Talawanda unless Talawanda transfers its fee simple interest in the Premises.

1.8 Liability. Each Party is hereby responsible for all claims relating to any injury to or death of any person or persons or damage to, loss or destruction of the property of any person or persons occurring on the Premises, or any fines or other penalties imposed by a governmental authority to the extent arising from the use thereof by that Party, its employees, agents, subcontractors or representatives unless such injury, damage, loss or destruction occurs as a result of the other Party's negligence.

ARTICLE II PAYMENT

2.1 Reimbursement.

2.1.1 In consideration of the grant of rights set forth herein, BCRTA hereby agrees to reimburse Talawanda for 80% of the total final cost of the Fueling Facility Upgrades

(“Upgrade Cost”). Talawanda shall provide BCRTA with a receipt of invoice promptly after payment is made, and BCRTA agrees to make payment to Talawanda of the Upgrade Cost within 30 days of receipt of such invoice.

2.1.2 In the event this Agreement is terminated by BCRTA for cause (as hereafter defined) or by Talawanda without cause pursuant to Section 3.2 of this Agreement prior to the end of the Term, Talawanda shall refund to BCRTA a prorated portion of the Upgrade Cost, which shall be calculated by dividing the funds contributed by BCRTA as the Upgrade Cost by the total number of calendar months in the Term and multiplying the result by the number of calendar months remaining in the Term as of the effective date of the termination of the Agreement. The obligation contained in this paragraph shall expire at the expiration of the Term and shall not be continued in any extension of this Agreement

2.2 Fuel Supply. Talawanda shall bill BCRTA for its actual Fuel usage using the aforementioned key that will be provided to BCRTA for use of the Fuel Management System on a monthly basis and in connection therewith shall provide copies of the invoices from the Fuel providers to BCRTA each month. BCRTA shall pay said bill in full within 30 days of receipt. When billing BCRTA, Talawanda shall utilize its average cost of fuel for the prior month multiplied by BCRTA’s actual Fuel usage for that month.

2.3 Insurance. Talawanda is responsible for the payment of all bills or expenses related thereto (except as provided herein) relating to procurement and maintenance of insurance with respect to the Fueling Facility. BCRTA hereby agrees to reimburse half of Talawanda’s annual cost solely relating to mandatory Bureau of Underground Storage Tank Regulations (BUSTR) Underground Storage Tank Insurance, which 50% reimbursement shall be included in 1/12 increments in the invoice provided in connection with the fuel supply in Section 2.2, above.

2.4 Examination of Records.

2.4.1 Talawanda will maintain complete and accurate records of third party vendors that directly relate to the provision of services under the Agreement (“Vendor Records”). Talawanda agrees to provide records at reasonable intervals and in a format reasonably requested by BCRTA.

2.4.2 BCRTA, at BCRTA’s expense, may examine Vendor Records at any time during the Term and for the three (3) year period following the expiration or termination of this Agreement during normal business hours and upon reasonable notice to Talawanda. Talawanda shall make all records readily available for such examination, and BCRTA or its representatives may copy any and all such records in connection with any such examination. Talawanda shall reimburse BCRTA if the examination finds an overpayment by BCRTA.

ARTICLE III TERM AND TERMINATION

3.1 Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall be valid until October 1, 2018 unless earlier terminated. Within 60 days prior to

the end of the Term, the Parties shall meet to determine whether this Agreement shall be extended.

3.2 Termination.

3.2.1 Either Party shall have the right to terminate this Agreement for cause, provided that such cause is uncured within 30 days after the receipt of written notice of such breach by the non-breaching Party. For purposes of this Agreement, cause shall mean: a breach of any material obligation of this Agreement.

3.2.2 Either Party shall have the right to terminate this Agreement for convenience upon 60 days written notice to the other Party.

3.3.3 In the event of termination by BCRTA for cause or by Talawanda without cause, Talawanda shall refund a pro-rata portion of the Upgrade Cost to BCRTA as set forth in Paragraph 2.1.2 of this Agreement.

ARTICLE IV ASSIGNMENT AND TRANSFER

4.1 Talawanda shall have the right to assign, transfer or subcontract this Agreement or its rights under this Agreement, provided that prior to such assignment, transfer or subcontracting, Talawanda shall obtain the prior written consent of BCRTA, which shall not be unreasonably withheld. Notwithstanding the foregoing, Talawanda shall have the right to assign this Agreement in whole to Miami University without further consent required by BCRTA.

ARTICLE V MISCELLANEOUS

5.1 Mutual Cooperation. The Parties shall, in good faith, exercise all reasonable efforts to cooperate with each other in connection with this Agreement. Whenever the consent, approval or agreement of a Party is required or requested hereunder, unless otherwise provided herein, such Party shall at all times act in good faith and shall not unreasonably withhold or condition or unduly delay any such consent, approval or agreement.

5.2 Further Assurances. The Parties agree at the time and from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.3 Waiver. One or more waivers of a breach of any covenant, term, or condition of this Agreement by a Party shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of a Party to or of any act by another Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any other subsequent similar act.

5.4 Choice of Law. The laws of the State of Ohio shall govern the validity, performance and enforcement of this Agreement.

5.5 Interpretation. This Agreement shall not be construed either for or against either Party, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

5.6 Successors and Assigns. Except as otherwise expressly provided herein, the covenants, terms, conditions, restrictions and agreements as contained in this Agreement shall apply to, run in favor of, and shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

5.7 Entire Agreement. It is understood that there are no oral agreements or representations between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or representations and understandings, if any, between the Parties hereto with respect to the subject matter thereof. There are no other representations or warranties between the Parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

5.8 Severability. It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

5.9 Amendment. This Agreement may be amended only by a written instrument executed and delivered by each party hereto.

5.10 Authority. Each of the parties hereto represents and warrants to the other that it has obtained all requisite consents to enter into this Agreement, and that the person executing this Agreement on its behalf is duly authorized to sign and execute this Agreement.

5.11 No Partnership. Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for another.

5.12 Exculpation. No Trustee, official, officer, or employee of either Party shall be personally liable to the other Party for any default or breach of any breaching Party's obligations under the terms of or relating to this Agreement.

5.13 Notices. Any submission, notice, demand or declaration required or which may be given pursuant to this Agreement (including, without limitation, for purposes of obtaining the consent or approval of the other Party hereto) shall be in writing in order to be effective under this Agreement and shall either be served personally, sent via a reputable overnight courier or

sent by registered or certified mail, return receipt requested, with postage pre-paid and addressed as follows:

As to BCRTA: Butler County Regional Transit Authority
 Attn: Carla L. Lakatos
 Executive Director
 3045 Moser Court
 Hamilton, Ohio 45011

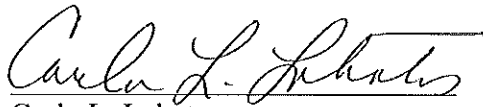
As to Talawanda: Board of Education of the Talawanda City School District
 Attn: Treasurer
 131 West Chestnut Street
 Oxford, OH 45056

Either Party may, by like notice at any time and from time to time, designate a different address at which notices shall be sent. Such notices, demands, or declarations shall be deemed effective upon receipt or refusal of receipt by the Party being served with the same.

Signature Page Follows

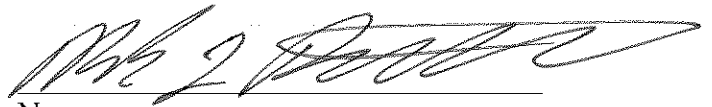
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, to be effective as of the Effective Date.

BUTLER COUNTY REGIONAL
TRANSIT AUTHORITY



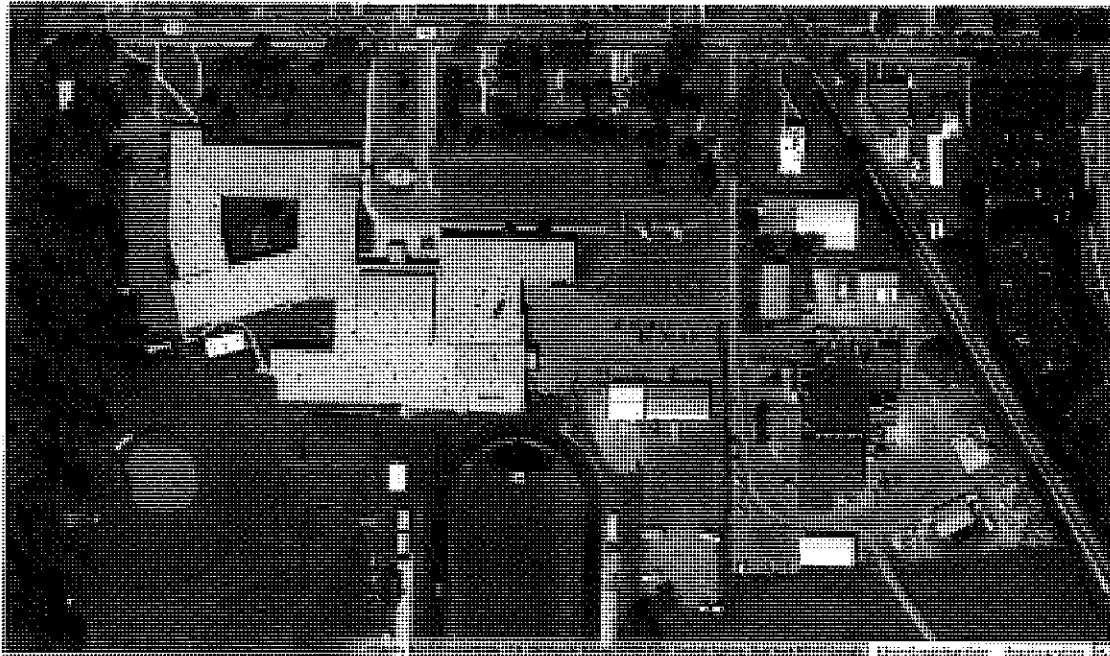
Carla L. Lakatos
Executive Director

TALAWANDA CITY SCHOOL
DISTRICT



Name:
Its:

Exhibit A



LEASE AGREEMENT

This Lease Agreement is made and entered into effective as of the 1st day of December, 2013, by and between the **Board of Education of the Talawanda City School District**, 131 West Chestnut Street, Oxford, OH 45056 (hereinafter referred to as "Lessor") and the **Board of Trustees of the Butler County Regional Transit Authority**, 3045 Moser Court, Hamilton, OH 45011 (hereinafter referred to as "Lessee").

1. **Description** - In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Lessor hereby leases, lets and demises to Lessee the following described Premises (hereinafter referred to as the "Premises"): (i) a portion of Lessor's property located at 101 West Chestnut Street for parking of up to 20 of Lessee's buses in the location outlined in the attached Exhibit A (the "Parking Lot"); and (ii) the former Field House (the "Field House") located at 101 West Chestnut Street in the location outlined in the attached Exhibit B.

2. **Term** - Lessee shall have and hold the portion of the Premises identified herein as the Parking Lot, together with rights, privileges and appurtenances to the same belonging, to have and to hold for a term commencing on December 1, 2013 and concluding on October 31, 2018 or such earlier date as may hereinafter be provided, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end at noon on the business day next following the aforementioned date. At the end of the initial term for the Parking Lot, the parties may agree in writing to mutually extend the term of the Agreement on an automatically renewing month-to-month basis. The initial term or any renewal term for the Parking Lot may be terminated for any or no reason upon a party providing thirty (30) days prior written notice to the other party of its intent to terminate.

Lessee shall have and hold the portion of the Premises identified herein as the Field House, together with rights, privileges and appurtenances to the same belonging, to have and to hold for a term commencing on December 1, 2013 and concluding on June 30, 2014 or such earlier date as may hereinafter be provided, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end at noon on the business day next following the aforementioned date. At the end of the initial term for the Field House, the parties may agree in writing to mutually extend the term of the Agreement on an automatically renewing month-to-month basis. The initial term or any renewal term for the Field House may be terminated for any or no reason upon a party providing thirty (30) days prior written notice to the other party of its intent to terminate.

3. **Rent** - Lessee shall pay to Lessor, as rent, the sum of \$1.00 per year payable in full immediately upon execution of this Lease. Additionally, Lessee shall be responsible for the cost of all utilities and service repair charges to the heating and cooling systems and other utilities at the location identified in Section 1(ii) of this Lease. Lessor shall bill Lessee for said

utilities and any service repair charges on a monthly basis and Lessee shall pay said bill in full within 30 days of receipt.

4. **Security Deposit** - Lessee shall provide no deposit or other payment for security under the terms of this Lease.

5. **Usage** - Lessee shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, reputable and will not create any nuisance or interfere with, annoy or disturb neighboring property owners or the Lessor. Lessor agrees to not interfere with or disturb Lessee's use of the Premises as contemplated by this Agreement.

6. **Insurance** - Lessee agrees to maintain continuous coverage for Auto Liability, General Liability, Property Damage and Errors and Omissions.

7. **Indemnity** - As a public institution Lessee is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Lessee agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of Lessee's obligation to indemnify Lessor under this Agreement, Lessee hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising solely out of Lessee's (or its officers', employees', and agents') negligence in the use of the Premises in accordance with this Agreement or any use of the Premises other than as set forth in this Agreement.

8. **Delivery of Premises** - At the termination of this Lease, Lessee shall deliver the Premises in as good condition as they were at the beginning of the term, reasonable wear, damage by the elements, casualty or other cause not due to misuse or neglect of Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of the Lessee remaining on the Premises after the last day of the term of this Lease or any extension thereof, shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

9. **Alterations and Improvements** - Lessee shall not cause any structures to be erected or altered on the Premises, without the express written consent of Lessor.

10. **Assignment or Sublease** - Lessee shall not transfer, assign or sublease, in whole or part, its rights and obligations in the property that is the subject to this Lease.

11. **Default** - In the event that Lessee shall fail to make any payment of rent

hereunder, shall fail to maintain the Premises as herein contemplated, fail to comply with the terms of this Lease, or fail to provide insurance coverage, Lessor shall so notify the Lessee in writing of such default providing to Lessee a period of ten (10) days to cure such default.

In the event that Lessee fails to cure such default to the satisfaction of Lessor within said time period, this Lease shall be deemed in default and shall be considered set aside, null and void, and all rights of Lessee thereto shall be deemed terminated without further action of Lessor.

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions or covenants contained in this Lease.

12. **Failure to Complain** - Failure of either party to complain of any act or commission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same or any other provision.

13. **Right to Cure Lessee's Breach** - If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

14. **Liens** - Lessee shall not permit any mechanic's or materialmen's liens to be filed against the fee of the demised Premises or the building or against the Lessee's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Premises through or under the Lessee, whether prior or subsequent to the commencement of the term hereof. If any such mechanic's or materialmen's lien shall at any time be filed against the demised Premises or the building and Lessee shall fail to remove same within ten (10) days thereafter, it shall constitute a material breach of this Lease.

15. **Notice** - Any notice required under this Lease shall be provided by hand delivery or certified mail, return receipt requested, at the addresses set forth above, which addresses may be changed, from time to time, by providing written notice to the other party.

When notice is sent by Lessee to Lessor, said notice shall be directed to the attention of the Superintendent. When notice is sent by Lessor to Lessee, said notice shall be directed to the attention of the Assistant General Manager.

16. **Time is of the Essence** - Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused duplicate counterparts hereof to be duly executed and delivered on or as of the day and year first above written.

BOARD OF EDUCATION OF THE
TALAWANDA CITY SCHOOL DISTRICT



President

12-16-13

Date

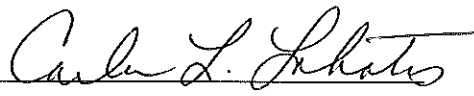


Treasurer

12/16/13

Date

BOARD OF TRUSTEES OF THE
BUTLER COUNTY REGIONAL
TRANSIT AUTHORITY



Executive Director

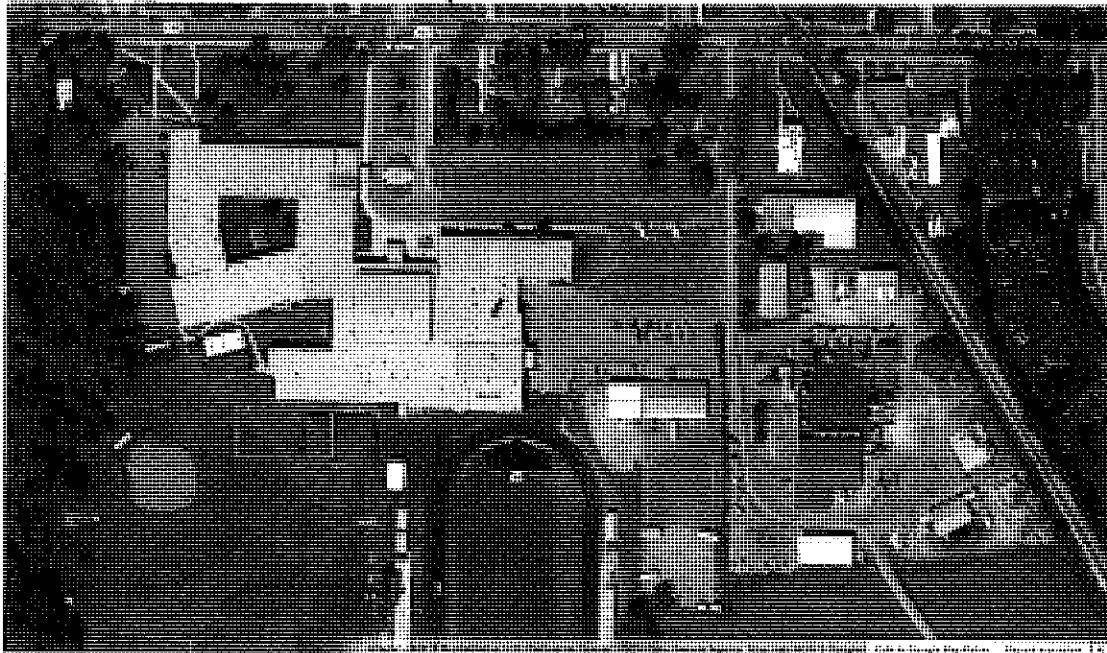
12-1-13

Date

Exhibit A – Depiction of location for parking of Lessee’s buses



Exhibit B – Depiction of location of Field House



INVOICE

REMIT TO:**Date:** June 26, 2014

Name: Talawanda School District
Address: 131 W. Chestnut St.
Oxford, OH 45056
Phone: 513-273-3100
SSN: n/a tax id # 316005340

SOLD TO:

Butler County Regional Transit Authority
Attn: Carla L. Lakatos, Executive Director
3045 Moser Court
Hamilton, OH 45011

| Date of Service/Purchase Name Event and Funding Entity | Description of Service/Purchase | Service/Purchase Amount |
|--|---|----------------------------|
| June 2014 | W.C. Storey & Son, Inc. \$34,365.86 x 80% **See attached for detail | \$27,492.68 |
| | TTL Due: | \$27,492.68 |

INVOICE

W.C. Storey & Son, Inc.

5130 Kennedy Ave
Cincinnati, OH 45213

513-631-5747 FAX: 513-631-0403

INVOICE NUMBER: 110036

INVOICE DATE: 6/12/2014

PAGE: 1

SOLD TO

Talawanda Board of Education
Treasurer's Office
131 West Chestnut Street
Oxford, OH 45056

SHIP TO

Talawanda Board of Education
Petermann Bus Transportation
97 W. Chestnut Street
Oxford, OH 45056

| CUSTOMER ID | | CUSTOMER PO | | ORDERED BY | |
|--------------|--------------|---|--|---------------|-------------|
| TALAWA | | CONTRACT AWARD | | MIKE DAVIS | |
| SALES REP ID | | SHIPPING METHOD | | PAYMENT TERMS | DUE DATE |
| WCS | | INSTAL | | NET 20 | 7/2/2014 |
| QUANTITY | ITEM NUMBER | DESCRIPTION | | UNIT PRICE | EXTENSION |
| 1 | INSTALLATION | Replaced existing fuel pumps with new Gasboy pumps and TOPKAT fuel control system. System operates as Stand-Alone system with optional Laptop PC interface software. Network communications run between systems for simplified polling and future interface | | \$4,500.00 | \$4,500.00 |
| 2 | 900 | Gasboy TopkatPLUS System Factory Mounted On Top Of Pump | | \$4,218.00 | \$8,436.00 |
| 2 | 9800 | Gasboy Suction Pump (TWIN) 9852KTW1DFDF-D5-RS485 | | \$7,615.00 | \$15,230.00 |
| 1 | STARTUP | System Startup & Training: Provided followup system startup training on use of new fuel control system. Training coordinated with Lisa Rader. | | \$1,200.00 | \$1,200.00 |
| 1 | GASBOY | PC/Laptop System Cable | | \$96.00 | \$96.00 |
| 100 | GASBOY | Green/Red System Cards (Embossed) | | \$7.50 | \$750.00 |
| 1 | MISC1 | ASUS Laptop Computer (Pre-loaded) | | \$750.00 | \$750.00 |
| 4 | GASBOY | Internal Hose Retractors (PerHose) | | \$83.00 | \$332.00 |
| 4 | 58-12 | VST 5/8"x12"HardwallHose(SwivelEnd) | | \$51.95 | \$207.80 |
| 4 | 66V-34 | OPW 3/4BreakawaySingleUse | | \$41.20 | \$164.80 |
| 4 | 66H-34 | IRPCO 5/8" WHIP Hose w/Swivel End | | \$24.00 | \$96.00 |
| 4 | 241TPS-34 | OPW 3/4" Hose Swivel | | \$30.77 | \$123.08 |
| 4 | 11B | OPW Automatic Nozzle-DIESEL | | \$81.27 | \$325.08 |

OH Sales Tax:

INVOICE

W.C. Storey & Son, Inc.

5130 Kennedy Ave
Cincinnati, OH 45213

513-631-5747 FAX: 513-631-0403

INVOICE NUMBER: 110036

INVOICE DATE: 6/12/2014

PAGE: 2

SOLD TO

Talawanda Board of Education
Treasurer's Office
131 West Chestnut Street
Oxford, OH 45056

SHIP TO

Talawanda Board of Education
Petermann Bus Transportation
97 W. Chestnut Street
Oxford, OH 45056

| CUSTOMER ID | CUSTOMER PO | | ORDERED BY | |
|--------------|-----------------|------------------------------------|---------------|-------------|
| TALAWA | CONTRACT AWARD | | MIKE DAVIS | |
| SALES REP ID | SHIPPING METHOD | | PAYMENT TERMS | DUE DATE |
| WCS | INSTAL | | NET 20 | 7/2/2014 |
| QUANTITY | ITEM NUMBER | DESCRIPTION | UNIT PRICE | EXTENSION |
| 2 | 303 | Morrison Offset Adaptors | \$52.55 | \$105.10 |
| 1 | GASBOY | Fleethead Download Software | \$1,325.00 | \$1,325.00 |
| 1 | GASBOY | Support Agreement & System Startup | \$725.00 | \$725.00 |
| 1 | NOTE | All work completed Week Of 6/9/14 | \$0.00 | \$0.00 |
| | | | Subtotal: | \$34,365.86 |
| | | | Freight: | \$0.00 |
| | | | OH Sales Tax: | \$0.00 |
| | | | Balance: | \$34,365.86 |

**TALAWANDA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 14-324

**A RESOLUTION EXPRESSING AN INTENT TO AWARD
A CONTRACT AND AUTHORIZING THE PRESIDENT AND
TREASURER TO ENTER INTO SAID CONTRACT
UPON COMPLIANCE WITH ALL CONDITIONS PRECEDENT
RELATED TO THE FUEL PUMP PROJECT AT THE BUS MAINTENANCE
FACILITY**

WHEREAS, the Talawanda City School District Board of Education (the "Board of Education") has previously authorized the commencement of the competitive bidding process for the installation of two fuel pumps at its bus maintenance facility (the "Project"), including the advertisement for bids for the Project, all actions done in accordance with all applicable Ohio Revised Code provisions; and

WHEREAS, the Board of Education has entered into a lease agreement with the Butler County Regional Transit Authority ("BCRTA") for the purpose of jointly utilizing the fuel pumps at the bus maintenance facility for their respective operations; and

WHEREAS, the Board of Education's Treasurer, in consultation with BCRTA, commenced competitive bidding for said Project in accordance with the provisions of Ohio Revised Code §3313.46; and

WHEREAS, the Board of Education's Treasurer, in consultation with BCRTA, upon reviewing the respective bid proposals, recommended that the Board of Education accept the bid of \$34,365.86, in accordance with the bid proposals received by the Board of Education on March 21, 2014; and

WHEREAS, attached to this resolution is a tabulation of bids received for the Project prepared by the Treasurer; and

WHEREAS, the Board of Education's Treasurer, with the assistance of BCRTA, has reviewed all bids received for the Project and conducted a responsibility investigation of the apparent low bidder's compliance with the Bid Documents for the Project and the applicable sections of the Ohio Revised Code, including, but not limited to, Revised Code §§153.12, 3313.46(A)(6) and 3318.10.

NOW, THEREFORE, BE IT RESOLVED, by the Talawanda City School District Board of Education, after careful consideration and evaluation of the information before it:

Section 1. The Board of Education hereby accepts the recommendation of the Treasurer to award the Project to W.C. Storey & Son, Inc. as the lowest responsible bidder in an amount not to exceed the total amount of the base bid (\$34,365.86) submitted

by W.C. Storey & Son, Inc., in compliance with all applicable provisions of the Ohio Revised Code and contingent upon compliance of all conditions precedent to contract execution.

- Section 2. The Board hereby authorizes the Treasurer, on its behalf, to notify the lowest responsible bidder referenced in Section 1 of its intent to award a contract for the Project. The Treasurer shall simultaneously notify the surety and agent of the surety of the lowest responsible bidder of the intent to award a contract pursuant to Ohio Revised Code §9.32.
- Section 3. Subject to the approval of Board's construction counsel, and upon compliance with all conditions precedent to Contract execution, the Board hereby authorizes the President and Treasurer to negotiate and execute a Contract with W.C. Storey & Son, Inc., for the Project upon such terms and conditions that are not in conflict with this authorizing Resolution.
- Section 4. The Board hereby authorizes the President and Treasurer to sign the Certificate of Available Resources and the Treasurer to sign the Certificate of Funds, upon execution of said Contract, and attach to said Contract copies of said Certificates, along with a copy of this Resolution.
- Section 5. The Board hereby authorizes the Treasurer, after the Treasurer's receipt of said Contract signed by the Contractor, to forward a Notice to Proceed.
- Section 6. The Board hereby authorizes the Treasurer, at the appropriate time and with the assistance of BCRTA and construction counsel, to prepare, and make available upon request, a Notice of Commencement pursuant to Section 3311.252 of the Ohio Revised Code, prior to the performance of any work related to each Contract.
- Section 7. That this Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
- Section 8. This resolution shall be in full force and effect from and immediately after its adoption.

IT IS FOUND AND DETERMINED that all formal action of this Board concerning or related to the adoption of this resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.


Dr. Crowder moved and Dr. Roberts seconded the motion that the above resolution be adopted.

Upon roll call and the adoption of the resolution, the vote was as follows:

Yeas: 5

Nays: 0

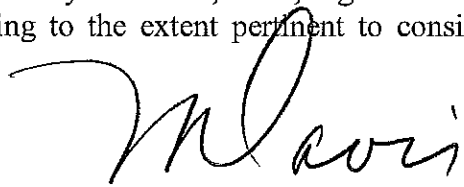
ADOPTED this 24th day of March, 2014.



Treasurer

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 24th day of March, 2014, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.



Treasurer