

Pass Program Agreement 2017-2018

This Pass Program Agreement (herein referred to as the "Agreement") is made as of the 15th day of August, 2017, by and between the Southwest Ohio Regional Transit Authority, a political subdivision of the state of Ohio ("SORTA"), and the University of Cincinnati, a state institution of higher education operated under chapter 3361 of the Ohio revised code ("UC"), each a "Party" and collectively, the "Parties") relating to a program for UC students and employees to ride SORTA buses ("Pass Program").

Whereas, SORTA operates the Metro bus system, which serves Greater Cincinnati, including several routes that provide regional services to UC;

Whereas, since the fall of 2005 and evidenced by the Parties' April 2007, 2009, July 2012, and amended April 2014 contracts, the Parties have been collaborating in regard to ridership of the students and employees of UC;

Whereas, the Parties seek to continue to collaborate in regard to ridership and to supersede and replace the Parties' April 2014 contract;

Now, therefore, in accordance with the terms of the Agreement, UC and SORTA agree as follows:

1. Definitions

- 1.1 "Access" means SORTA's shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.
- 1.2 "Access Cash Drop" means the discounted cash drop required of Eligible Participants who ride Access and who participate in the Pass Program through the EZ Ride card option. The amount of the Access Cash Drop shall be \$2.00 on Access for travel within Zone 1 and \$3.00 for travel on Access into Zone 2.
- 1.3 "Agreement" means this Pass Program Agreement between UC and SORTA, as forth in the preamble above.
- 1.4 "Confidential Information" means the Eligible Participant Data and all names, addresses, photographs and other personally identifiable information of UC student, employee, or affiliated person provided to or acquired by SORTA in furtherance of this Agreement, provided such information is not considered a public record un the laws of the State of Ohio.

- 1.5 “Eligible Participant” means a person who is a student or employee of UC as of the date of application to the Pass Program.
- 1.6 “Eligible Participant Data” means, as to an Eligible Participant, the following data fields: name, mailing address, UC identification number (also known as the “M” number), and UC classification (either “student” or “faculty/staff”).
- 1.7 “EZ Ride Card” means a photo fare card available to Eligible Participants who elect the EZ Ride Card under the Pass Program.
- 1.8 “Metro” means the bus system which is operated by SORTA and serves the Greater Cincinnati area.
- 1.9 “Pass Program” means the ridership program using the EZ Ride Card.
- 1.10 “SORTA” means the Southwest Ohio Regional Transit Authority, as set forth in the preamble above.
- 1.11 “UC” means the University of Cincinnati, as set forth in the preamble above.

2. Program Rules

- 2.1 Participation in the Pass Program is limited to Eligible Participants who apply for the EZ Ride Card.
- 2.2 SORTA shall honor the EZ Ride Card as valid for the period of one semester per card, from the first date of the semester up to, but excluding, the first date of the following semester, as follows:

Semester	Valid First Day	Valid Last Day
Fall 2017	Aug. 21, 2017	Jan. 7, 2018
Spring 2018	Jan. 8, 2018	May 6, 2018
Summer 2018	May 7, 2018	Aug. 26, 2018

- 2.3 SORTA will cancel EZ Ride Cards and issue replacements when notified by UC. Only one EZ Ride Card per person will be valid at any one time.
 - 2.3.1 In the event that an EZ Ride Card is lost, stolen, becomes defective, or otherwise requires replacement, UC may charge and retain a replacement fee.
 - 2.3.2 Eligible Participants may choose to register for the EZ Ride Card during any semester.
- 2.4 EZ Ride Card
 - 2.4.1 An EZ Ride Card holder can ride Metro by presenting their valid EZ Ride Card and paying a \$1.00 fare (cash drop) each time they ride Metro.

- 2.4.2 An EZ Ride Card holder may purchase a transfer by paying an additional \$0.50 cash drop.
- 2.4.3 An EZ Ride Card holder does not pay additional zone charges when riding outside of Zone 1.
- 2.5 Access
 - 2.5.1 Eligible Participants who ride Access may participate in the Pass Program using the EZ Ride Card.
 - 2.5.2 Eligible Participants who ride Access must order Access tickets from SORTA to take advantage of the Pass Program. Access eligibility must be confirmed by SORTA before Access tickets are provided to the eligible EZ Ride Card holder. Access riders will be required to show an EZ Ride Card to the Access driver with a specially stamped Access ticket, in addition to paying the Access Cash Drop.
- 2.6 Cards are not transferable and can only be used by the Eligible Participant to whom such card was issued. Sharing or reselling an EZ Ride Card or specially stamped Access ticket is not permitted, and may result in confiscation of the card and ineligibility in this Pass Program for the Eligible Participant to whom such card was issued.

3. Program Administration

- 3.1 UC shall continue to provide means of application to the Pass Program through its website. As to each applicant that UC verifies as an Eligible Participant, UC shall:
 - 3.1.1 Supply SORTA with Eligible Participant Data.
- 3.2 Upon receipt of Eligible Participant Data, SORTA shall promptly create and distribute to the Eligible Participant, at their mailing address, an EZ Ride Card, as applicable.
- 3.3 SORTA shall report to UC, at the beginning of each month, the number and type of all passes issued the previous month.
- 3.4 During the term of this Agreement, UC shall fund the Pass Program at \$151,000 per each academic year with four payments of \$37,750, due the first day of Dec. 31, 2017, March 31, 2018, June 30, 2018, with the first payment being due Oct. 31, 2017. Checks should be made payable to SORTA/Metro and shall be submitted to Accounts Receivable, SORTA/Metro, 602 Main Street, Suite 1100, Cincinnati, Ohio, 45202
- 3.5 Fare Increases
 - 3.5.1 During the term of the Agreement, if SORTA implements an increase of the basic Metro fare which is currently \$1.75, then Pass Program shall be modified to reflect such increase. The Parties agree to enter

into negotiations regarding the modification. Unless otherwise agreed and memorialized under the procedure set forth in Section 4.12 below:

3.5.1.1.1 The modification will be effective upon the later of the

Summer semester, or the beginning date of the semester following the date of the fare increase.

3.5.1.1.2 The modification will be reflected as a newly required cash drop for EZ Ride Card holders, with such newly required or increased cash drop equal to the proportion of the increase of the basic Metro fare.

4. General Provisions

4.1 Term. This Agreement shall be effective for one year starting with the UC Academic Years 2017- 2018, commencing on Monday, Aug. 21, 2017 (first day of the Fall Semester 2017) and expiring Monday, Aug. 27, 2018. The Parties reserve the right to discuss two (2), one-year extensions of the term and to enact any mutually agreed extension in the matter set forth in Section 4.12 below.

4.2 Termination. The Pass Program can only be terminated at the end of a semester. Either Party may terminate this Agreement by giving 90 days prior written notice to the other Party. The termination will take effect at the end of the current semester if such date is at least 90 days after the notice of termination. If the 90-day notice extends into another semester, the Pass Program termination will be effective at the end of that semester.

4.3 Trademark License. SORTA acknowledges and agrees that UC is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in and to the UC logo and related elements and all rights relating thereto are expressly reserved by the UC. The UC acknowledges and agrees that SORTA is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in and to the Metro logo and all rights relating thereto are expressly reserved by SORTA. The Parties mutually grant to each other permission to use their respective logos strictly for the purpose of the Pass Program. UC and SORTA shall engage in mutual cooperation in publicizing the Pass Program.

4.4 Confidential Information. SORTA agrees to safeguard and protect any confidential information supplied by UC in accordance with this section:

4.4.1 Use of Confidential Information. SORTA shall:

- 4.4.1.1.1 Maintain the Confidential Information in confidence, using such degree and care as is appropriate to avoid unauthorized use or disclosure;
- 4.4.1.1.2 Not directly or indirectly disclose any Confidential Information to anyone outside of SORTA, except with UC's prior written consent, or as otherwise provided herein:
- 4.4.1.1.3 Not make use of any Confidential Information for its own purposes or the benefit of anyone or any other entity other than UC; and
- 4.4.1.1.4 Not take any act or omission with respect to the Confidential Information that is inconsistent with the confidential and proprietary nature of such information.
- 4.4.2 Return of Confidential Information. Upon the termination or earlier expiration of the Agreement, or at any time UC so desires, SORTA will, within a reasonable period of time and at UC's option, deliver to UC or destroy all Confidential Information and copies thereof, including, but not limited to memoranda, notes, records, reports, media and other documents and materials which SORTA may then possess or have under its control.
- 4.4.3 Disclosure of Confidential Information. SORTA may disclose Confidential Information only as follows:
 - 4.4.3.1.1 SORTA may disclose Confidential Information to employees, subcontractors, consultants and agents of SORTA ("Personnel") having a need to use such information in furtherance of this Agreement. SORTA shall instruct all such Personnel as to their obligations under this Agreement and that they shall be bound by the terms and conditions of this Agreement. SORTA shall be responsible for all of its Personnel's compliance with the terms and conditions of the Agreement; and
 - 4.4.3.1.2 SORTA may disclose Confidential Information if such disclosure is required by law. However, SORTA shall notify UC in writing, in advance of such disclosure, and provide UC with copies of any related information so that it may take appropriate action to protect the Confidential Information.
- 4.4.4 Relief. SORTA shall immediately notify UC in the event that it suspects or has reason to suspect that any of its Personnel who has or had access to Confidential Information has violated or intends to violate the terms of this Agreement, and SORTA shall reasonably cooperate with UC in regaining possession of the Confidential Information. This

provision shall not in any way limit other remedies as may be available to UC at law or in equity.

4.5 Notice. Any and all notices shall be in writing and delivered in person, by overnight delivery or by facsimile transmission. Every notice deposited in overnight delivery or delivered by facsimile transmission shall be effective on the date on which it is so delivered. For the purposes of notice, the addresses of the Parties, unless changed by formal notice, shall be as follows:

If to SORTA:

David Riposo,
Senior VP, Chief Financial Officer

SORTA/Metro
602 Main Street, Suite 1100
Cincinnati, Ohio 45202

If to UC:

Joseph Harrell
Assoc. Vice President, Facilities
& Utilities
University of Cincinnati
210 Fishwick Building
PO Box 210005
Cincinnati OH 45221

- 4.6 Assignment. Neither Party may assign any of its rights or delegate any of its responsibilities arising under this Agreement without the express written consent of the other Party. Any assignment or delegation by either Party without such proper written approval is void.
- 4.7 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of such Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 4.8 Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements, whether oral or written, pertaining to the Agreement.
- 4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, constitute an original, but all of which together constitute but one and the same instrument.
- 4.10 Governing Law. This Agreement is to be construed, interpreted, governed by and the rights of the Parties determined in accordance with the laws of Ohio, without regard to its conflict of law principles
- 4.11 Severability. If any provision of the Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 4.12 Amendment and Modification. The Parties hereto may amend, modify or supplement this Agreement only by an agreement in writing executed by all Parties hereto.

- 4.13 Authority. By signing this Agreement, each Party represents that such Party has full power and authority to enter into this Agreement and to perform the obligations imposed upon that Party under this Agreement, and that the person who executes this Agreement on behalf of such Party has all necessary authority to do so.
- 4.14 Headings. The headings used in this Agreement are for convenience of reference only and shall have no force or effect in the construction or interpretations of the provisions of this Agreement.
- 4.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, in its plain meaning, and not for or against either Party, hereto. The Parties acknowledge that each Party and its independent counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as of the day and year first written above.

Southwest Ohio Regional Transit Authority

Signed: 
DocuSigned by: D36FE3E5830740F...

Printed Name:

Title:

Date:

University of Cincinnati

Signed: 
DocuSigned by: D910FE3C1FA0434...

Printed Name: Kathleen Davis

Title: Asst. General Counsel

Date: 8/3/2017

UC/Metro Program Use Analysis

SEMESTER	# OF DAYS	1ST DAY	LAST DAY	TOTAL RIDES	Student EZ				Employee EZ						
					# Student Rides METRO \$53	# Cards Issued	Avg # Rides Per Card Holder	# Student Rides EZ Card	# Cards Issued	Avg # Rides Per Card Holder	# Employee Rides METRO \$160	# Cards Issued	Avg # Rides Per Card Holder	# Employee Rides EZ Card	
FY 2014	365	7/1/2013	6/30/2014	265,613	147,810	1,486	99	64,489	3,355	19	10,164	75	43,150	1,392	31
FY 2015	365	7/1/2014	6/30/2015	245,888	134,937	1,395	97	58,989	3,595	16	9,741	72	42,221	1,344	31
FY 2016	366	7/1/2015	6/30/2016	204,402	113,679	1,374	83	47,367	3,204	15	9,460	71	33,896	1,247	27

8/26/16

	EZ Ride Cards Issued		Total
	Student	Employee	
FY 2014	3,355	1,392	4,747
FY 2015	3,595	1,344	4,939
FY 2016	3,204	1,247	4,451

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A910 - Contract Approval Cover Sheet Form
Revised September 2013

UNIVERSITY OF CINCINNATI CONTRACT APPROVAL COVER SHEET

Instructions

- Complete all sections. Incomplete forms will be returned unprocessed.
- Provide two (2) copies of the contract to be signed.

Date of Initiation April 30, 2014

1. Initiating Department: Facilities Management

2. Individual initiating the Contract: Marie Sutthoff Phone# 556-4319 ML 0080

3. A) Does this Contract involve the purchase of goods or services from a vendor using funds administered by the university? Yes No
If yes, provide the requisition number: 1008440⁶³ for FY15 (on hold); obtain approval from Purchasing.

B) Does this Contract involve a vendor providing services in a UC owned facility? Yes No
If yes, approval of the University Treasurer must be obtained on next page.

4. A) Does this Contract call for the other party to make payments to UC? Yes No
If yes, provide the account number: _____

B) Does this Contract call for payments to or from UC in the amount of \$10,000 or more for the entire period? Yes No
If yes to either 4A or 4B, obtain approval of University Controller; if yes to 4A obtain approval of University Treasurer.

5. Does this Contract involve the construction, renovation, lease, or sale of real estate? Yes No
If yes, approval of the University Architect and University Treasurer must be obtained on next page.

6. A) Does this Contract involve the disposition (sale, loan, or donation) of UC property? Yes No
B) Does this Contract involve the acquisition (by purchase, loan, or donation) of property by UC? Yes No
If yes to either 6A or 6B, obtain approval of Asset Management; if yes to 6B obtain approval of Purchasing.

7. Description of Contract: To provide subsidized access to all Cincinnati Metro fixed routes for all UC students faculty and staff who possess a valid UC Identification Card.

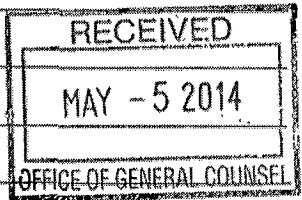
A) Contractor(s)/Other Party: Southwest Ohio Regional Transit Authority (SORTA)

Address: 602 Main Street, Suite 1100
Cincinnati, OH 45202

Address: _____

Attn: Ms. Terry Garcia Crews
Tel: 513-632-7690
Fax: 513-621-5291
Email: dhaley@go-metro.com

Attn: _____
Tel: _____
Fax: _____
Email: _____



B) Contract Amount (Total \$ for entire period) \$750,000 and all Fare Card Fees collected.

C) Contract Effective Period (Generally not more than 5 years) August 25, 2014 through August 27, 2017

D) Check applicable term (only check one):

- New Agreement
- Modification of existing Contract (i.e., amendment, extension of time)
- Renewal of existing Contract

UNIVERSITY OF CINCINNATI

2014 APR 30 PM 4:23

PURCHASING DEPARTMENT

* If this is a Modification or Renewal, identify by page or paragraph which terms and conditions of the existing Contract have been changed: Paragraphs 2, 3, and 4.

E. Has the attached contract been previously approved by the Board of Trustees? Yes No
 If yes, a copy of the approval MUST be attached. (i.e., Board minutes).

Sequential routing of signatures

The individuals approving this contract and signing this Contract Approval Cover Sheet below represent and attest that they do not have a connection to or a financial interest in the company with which this contract is being made.

	SIGNATURE	NAME (type or print)	DATE
Initiator		Marie Sutthoff	4/30/14
Business Administrator/Dean/Dept. Head		Rick Wiggins	4/30/14
Appropriate Vice President		James Plummer	4/30/14
University Controller (If Yes to 4A or 4B)		RUTH A ROSS Carol Metzger	4/30/14
University Treasurer (If Yes to 3B, 4A or #5)			
University Architect (If Yes to #5)			
Asset Management (If Yes to #6)			
Purchasing (If Yes to 3A or 6B)		Tom Guerin	5/2/14
Office of General Counsel		Charles Jule	5/28/14
*Exceptions/Comments			

For General Counsel Use Only:

- Approval of President required Yes No
- Approval of Board of Trustees also required Yes No

Action of President (when required)

If approval of the President is required, this contract is hereby approved for execution. If Board approval is also required, this Contract is hereby approved for transmission to the Board of Trustees for execution.

 Santa J. Ono, President

Please contact the Office of General Counsel @ 558-3485 with questions.

**FIRST AMENDMENT
TO PASS PROGRAM AGREEMENT**

THIS FIRST AMENDMENT is made and entered into effective as of the 29th day of April, 2014 by and between the **UNIVERSITY OF CINCINNATI**, a state institution of higher education organized under Section 3361 of the Ohio Revised Code (hereinafter "UC") and **SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio (hereinafter "SORTA").

WHEREAS, UC and SORTA entered into the Pass Program Agreement dated July 27, 2012 (the "Agreement"); and

WHEREAS, UC and SORTA desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed by the parties hereto, as follows:

1. Paragraph 2.2 of the Agreement will be amended to read as follows:

2.2 SORTA shall honor UC/Metro Cards and EZ Ride Cards as valid for the period of one semester per card, from the first date of the semester up to, but excluding, the first date of the following semester, as follows:

Academic Year	Semester	First Day Passes Valid	Last Day Passes Valid
2014/2015	Fall 2014	August 25, 2014	January 11, 2015
	Spring 2015	January 12, 2015	May 10, 2015
	Summer 2015	May 11, 2015	August 23, 2015
2015/2016	Fall 2015	NOTE: Valid Dates for Passes are based upon semester dates. At this time, semester dates for Academic Years 2015/2016 and 2016/2017 are unofficial and tentative, pending approval by the UC Board of Trustees. UC will provide SORTA with the Dates for Semester Passes when the UC Board of Trustees officially approves the calendars for future academic years.	
	Spring 2016		
	Summer 2016		
2016/2017	Fall 2016		
	Spring 2017		
	Summer 2017		

2. Paragraphs 3.5.2, 3.5.2.1 and 3.5.2.2 will be amended to read as follows:

3.5.2 During the term of this Agreement, if SORTA implements an increase of the basic Metro fare which is currently \$1.75, the Pass Program shall be modified to reflect such increase. The Parties agree to enter into negotiations regarding the modification. Unless otherwise agreed and memorialized under the procedure set forth in Section 4.12, below:

3.5.2.1. The modification will be effective upon the beginning date of the semester following the date of the fare increase.

3.5.2.2. The modification will be reflected as an increased cash drop in the case of EZ Ride Card holders or a newly required cash drop in the case of UC/Metro Card holders, with such newly required or increased cash drop equal to the proportion of the increase of the basic Metro fare.

3. Paragraph 4.1 will be amended to read as follows:

4.1. Term. This Agreement shall be effective for the UC Academic Years 2014-2015, 2015-2016 and 2016-2017, commencing Monday, August 25, 2014 (the first day of the Fall Semester 2014) and expiring Monday, August 27, 2017. The Parties reserve the right to discuss additional extensions of the term and to enact any mutually agreed extensions in the manner set forth in Section 4.12 below.

4. Paragraph 4.5 as to SORTA will be amended to read as follows:

If to SORTA:
Mr. Darryl Haley
Executive Director, Development
SORTA/Metro
602 Main Street, Suite 1100
Cincinnati, OH 45202
Phone: (513) 632-7690
Facsimile: (513) 632-7573

All other terms and conditions contained in the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

UNIVERSITY OF CINCINNATI

SOUTHWEST OHIO REGIONAL
TRANSIT AUTHORITY

By: 

By: 

Print Name: Charles E. Jake IV, Esq.
Associate General Counsel
Assistant Contracting Officer

Print Name: TERRY Garcia Crews
Title: CEO

Date Approved: 5/28/14

Date Approved: 04-29-14

Pass Program Agreement

This Pass Program Agreement (herein referred to as the "Agreement") is made as of this 27th day of JULY, 2012, by and between the Southwest Ohio Regional Transit Authority, a political subdivision of the state of Ohio ("SORTA"), and the University of Cincinnati, a state institution of higher education operated under chapter 3361 of the Ohio revised code ("UC"), (each a "Party" and, collectively, the "Parties") relating to a program for UC students and employees to ride SORTA buses ("Pass Program").

Whereas, SORTA operates the Metro bus system, which serves Greater Cincinnati, including several routes that provide regional service to UC;

Whereas, since the fall of 2005 and as evidenced by the Parties' April 2007 contract, the Parties have been collaborating in regard to ridership of the students and employees of UC;

Whereas, the Parties seek to continue to collaborate in regard to ridership and to supersede and replace the Parties' April 2007 contract;

Now, therefore, in accordance with the terms of this Agreement, UC and SORTA agree as follows:

1. Definitions

- 1.1. "Access" means SORTA's shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.
- 1.2. "Access Cash Drop" means the discounted cash drop required of Eligible Participants who ride Access and who participate in the Pass Program through the EZ Ride Card option. The amount of the Access Cash Drop shall be \$2.00 on Access for travel within Zone 1 and \$3.00 for travel on Access into Zone 2.
- 1.3. ~~SEMI-ANNUAL~~ ^{SEMESTER} "Acquisition Fee" means the fee paid by Eligible Participants who elect the UC/Metro Card option under the Pass Program. The amount of the Acquisition Fee is \$53 for students and \$160 for employees. ^{SEMESTER}
- 1.4. "Agreement" means this Pass Program Agreement between UC and SORTA, as set forth in the preamble above.
- 1.5. "Confidential Information" means the Eligible Participant Data and all names, addresses, photographs, and other personally identifiable information of any UC student, employee, or affiliated person provided to or acquired by SORTA in furtherance of this Agreement, provided such information is not considered a public record under the laws of the State of Ohio.
- 1.6. "Eligible Participant" means a person who is a student or employee of UC as of the date of application to the Pass Program.
- 1.7. "Eligible Participant Data" means, as to an Eligible Participant, the following data fields: name, mailing address, UC identification number (also known as the "M number"), and UC classification (either "student" or "faculty/staff").
- 1.8. "EZ Ride Card" means a photo fare card as depicted in Exhibit A available to Eligible Participants who elect the EZ Ride Card option under the Pass Program.
- 1.9. "Metro" means the bus system which is operated by SORTA and serves the greater Cincinnati area.

- 1.10. "Pass Program" means the ridership program, including the EZ Ride Card option and UC/Metro Card option, encompassed by this Agreement.
- 1.11. "SORTA" means the Southwest Ohio Regional Transit Authority, as set forth in the preamble above.
- 1.12. "UC" means the University of Cincinnati, as set forth in the preamble above.
- 1.13. "UC/Metro Card" means a photo fare card as depicted in Exhibit B available to Eligible Participants who elect the UC/Metro Card option under the Pass Program.

2. Program Rules.

- 2.1. Participation in the Pass Program is limited to Eligible Participants who apply for and receive either a UC/Metro Card or an EZ Ride Card.
- 2.2. SORTA shall honor UC/Metro Cards and EZ Ride Cards as valid for the period of one semester per card, from the first date of the semester up to, but excluding, the first date of the following semester, as follows:

Semester	First Day Passes Valid	Last Day Passes Valid
Fall 2012	August 27, 2012	January 6, 2013
Spring 2013	January 7, 2013	May 5, 2013
Summer 2013	May 6, 2013	August 25, 2013
Fall 2013	August 26, 2013	January 5, 2014
Spring 2014	January 6, 2014	May 4, 2014
Summer 2014	May 5, 2014	August 24, 2014

- 2.3. SORTA will cancel EZ Ride Cards and UC/Metro Cards and issue replacements when notified by UC. Only one UC/Metro Card or EZ Ride Card per person will be valid at any one time.
 - 2.3.1. In the event that a UC/Metro Card is lost, stolen, becomes defective, or otherwise requires replacement, UC may charge and retain a replacement fee, which shall not be considered an Acquisition Fee.
 - 2.3.2. Eligible Participants may choose to register for either the EZ Ride Card or the UC/Metro Card during any semester. They may choose to switch from one card to the other during a semester by registering and paying the Acquisition Fee (if switching to the UC/Metro Card).
- 2.4. EZ Ride Card.
 - 2.4.1. Eligible Participants are not required to pay the Acquisition Fee to receive the EZ Ride Card.
 - 2.4.2. An EZ Ride Card holder can ride Metro by presenting their valid EZ Ride Card and paying a \$1.00 fare (cash drop) each time they ride Metro.
 - 2.4.3. EZ Ride Card holders may purchase a transfer (if needed) by paying an additional \$0.50 cash drop.

- 2.4.4. EZ Ride Card holders do not pay additional zone charges when riding outside Zone 1.
- 2.5. UC/Metro Card.
- 2.5.1. Eligible Participants are required to pay the Acquisition Fee to receive the UC/Metro Card.
- 2.5.2. A UC/Metro Card holder can ride Metro by presenting their valid UC/Metro Card; no cash drop is required.
- 2.5.3. Transfers are not available for use with the UC/Metro Card.
- 2.5.4. UC/Metro Card holders must pay a cash drop when riding outside Zone 1, as follows:
- \$0.90 for travel within Zone 2;
 - \$1.25 for travel to Harrison, Ohio on Route 52X;
 - \$1.75 for travel within Zone 4 on Route 42X;
 - \$2.00 for travel within Clermont County, Ohio on Routes 28 Milford, 29X and 82X;
 - \$2.50 for travel within Zone 5 to Warren County, Ohio on Routes 71/71X.
- 2.6. Access.
- 2.6.1. Eligible Participants who ride Access may participate in the Pass Program only through the EZ Ride Card option.
- 2.6.2. Eligible Participants who ride Access must order Access tickets from SORTA to take advantage of this Pass Program. Access eligibility must be confirmed by SORTA before Access tickets are provided to the eligible EZ Ride Card holder. Access riders will be required to show an EZ Ride Card to the Access driver with a specially stamped Access ticket, in addition to paying the Access Cash Drop.
- 2.7. Cards are not transferable and can only be used by the Eligible Participant to whom such card was issued. Sharing or reselling a UC/Metro Card or EZ Ride Card, or specially stamped Access ticket is not permitted, and may result in confiscation of the card and ineligibility in this Pass Program for the Eligible Participant to whom such card was issued.
- 3. Program Administration.**
- 3.1. UC shall continue to provide means of application to the Pass Program through its website. As to each applicant that UC verifies as an Eligible Participant, UC shall:
- 3.1.1. supply SORTA with Eligible Participant Data; and,
- 3.1.2. charge and collect the Acquisition Fee from each Eligible Participant who elects the UC/Metro Card option.
- 3.2. Upon receipt of Eligible Participant Data, SORTA shall promptly create and distribute to the Eligible Participant, at their mailing address, a UC/Metro Card or EZ Ride Card, as applicable.
- 3.3. SORTA shall report to UC, at the beginning of each month, the number and type of all passes issued the previous month. Within 15 days of receipt of each such report, UC shall remit all corresponding Acquisition Fees collected.

3.4. During the term of this Agreement, UC shall fund the Pass Program at \$250,000 per each Academic Year with four payments of \$62,500, due the first day of October, January, April, and July, and the first payment is due October 1, 2012. Checks should be made payable to SORTA/Metro and shall be submitted to Accounts Receivable, SORTA/Metro, 602 Main Street, Suite 1100, Cincinnati, Ohio, 45202.

3.5. Fare increases.

3.5.1. The ^{Acquisition Fee} shall remain firm for Fall Semester 2012 and Spring Semester 2013. Should the UC/Metro Card participation reach 650 participants by April 1, 2013, the Acquisition Fee will remain firm during the remainder of the term of this Agreement. In the event the UC/Metro Card participation does not reach 650 participants by April 1, 2013, the Acquisition Fee will increase to \$67 for students (but remain at \$160 for employees), effective as of the opening of registration for the Summer 2013 semester.

3.5.2. During the term of this Agreement, if (i) SORTA implements an increase of the basic Metro fare which is currently \$1.75, and (ii) the UC/Metro Card participation does not reach 650 by April 1, 2013, then Pass Program shall be modified to reflect such increase. The Parties agree to enter into negotiations regarding the modification. Unless otherwise agreed and memorialized under the procedure set forth in Section 4.12, below:

3.5.2.1. The modification will be effective upon the later of (i) the Summer ~~2012~~ ²⁰¹³ Semester, or (ii) the beginning date of the semester following the date of the fare increase.

3.5.2.2. The modification will be reflected as a newly required cash drop in the case of EZ Ride Card holders or an increased cash drop in the case of UC/Metro Card holders, with such newly required or increased cash drop equal to the proportion of the increase of the basic Metro fare.

3.6. UC and SORTA agree to engage in commercially reasonable discussions to authorize the use of the student or employee UC ID card, rather than issuing UC/Metro Cards and EZ Ride Cards.

4. General Provisions

4.1. Term. This Agreement shall be effective for the UC Academic Years 2012-2013 and 2013-2014, commencing Monday, August 27, 2012 (the first day of the Fall Semester 2012) and expiring Monday, August 25, 2014. The Parties reserve the right to discuss additional extensions of the term and to enact any mutually agreed extensions in the manner set forth in Section XIX, below.

4.2. Termination. Either Party may terminate this Agreement, effect as of the beginning of any semester, by giving 90 days prior written notice to the other Party.

4.3. Trademark License. SORTA acknowledges and agrees that the University is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in and to the UC logo and related elements as shown on the attached Exhibits A and B (the cards), Exhibit C (the Program Identifier), and all rights relating thereto are expressly reserved by the University. The University acknowledges and agrees that SORTA is the sole and exclusive owner of all

trademark, service mark or other proprietary rights, title and interest in and to the Metro logo and related elements as shown on the attached Exhibits A and B (the cards), Exhibit C (the Program Identifier), and all rights relating thereto are expressly reserved by SORTA. The parties mutually grant to each other permission to use their respective logos strictly for the purposes of the Pass Program and only as set forth on the attached Exhibits A, B and C. UC and SORTA shall engage in mutual cooperation in publicizing the Pass Program.

- 4.4. Confidential Information. SORTA agrees to safeguard and protect any Confidential Information supplied by UC in accordance with this section.
- 4.4.1. Use of Confidential Information. SORTA shall:
- 4.4.1.1. Maintain the Confidential Information in confidence, using such degree and care as is appropriate to avoid unauthorized use or disclosure;
 - 4.4.1.2. Not directly or indirectly disclose any Confidential Information to anyone outside of SORTA, except with UC's prior written consent, or as otherwise provided herein;
 - 4.4.1.3. Not make use of any Confidential Information for its own purposes or the benefit of anyone or any other entity other than UC; and
 - 4.4.1.4. Not take any act or omission with respect to the Confidential Information that is inconsistent with the confidential and proprietary nature of such information.
- 4.4.2. Return of Confidential Information. Upon the termination or earlier expiration of this Agreement, or at any time UC so desires, SORTA will, within a reasonable period of time and at UC's option, deliver to UC or destroy all Confidential Information and copies thereof, including, but not limited to memoranda, notes, records, reports, media and other documents and materials which SORTA may then possess or have under its control.
- 4.4.3. Disclosure of Confidential Information. SORTA may disclose Confidential Information only as follows:
- 4.4.3.1. SORTA may disclose Confidential Information to employees, subcontractors, consultants and agents of SORTA ("Personnel") having a need to use such information in furtherance of this Agreement. SORTA shall instruct all such Personnel as to their obligations under this Agreement and that they shall be bound by the terms and conditions of this Agreement. SORTA shall be responsible for all of its Personnel's compliance with the terms and conditions of this Agreement; and
 - 4.4.3.2. SORTA may disclose Confidential Information if such disclosure is required by law. However, SORTA shall notify UC in writing, in advance of such disclosure, and provide UC with copies of any related information so that it may take appropriate action to protect the Confidential Information.
- 4.4.4. Relief. SORTA shall immediately notify UC in the event that it suspects or has reason to suspect that any of its Personnel who has or had access to Confidential Information has violated or intends to violate the terms of this

Agreement, and SORTA shall reasonably cooperate with UC in regaining possession of the Confidential Information. This provision shall not in any way limit such other remedies as may be available to UC at law or in equity.

- 4.5. Notice. Any and all notices shall be in writing and delivered in person, by overnight delivery or by facsimile transmission. Every notice deposited in overnight delivery or delivered by facsimile transmission shall be effective on the date on which it is so delivered. For the purposes of notice, the addresses of the Parties, unless changed by formal notice, shall be as follows:

If to SORTA:

Mr. Darryl Haley
Chief, Development & Marketing Officer

SORTA/Metro
602 Main Street, Suite 1100
Cincinnati, Ohio 45202
Phone: (513) 632-7690
Facsimile: (513) 632-7573

If to UC:

Mr. Rick Wiggins
Associate Vice President, Facilities Mgmt.

University of Cincinnati
P.O. Box 210080
Cincinnati, Ohio 45221-0080
Phone: (513) 556-2891
Facsimile: (513) 556-3667

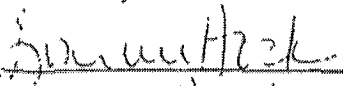
- 4.6. Assignment. Neither Party may assign any of its rights or delegate any of its responsibilities arising under this Agreement without the express written consent of the other Party. Any assignment or delegation by either Party without such proper written approval is void.
- 4.7. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of such Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 4.8. Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements, whether oral or written, pertaining to this Agreement.
- 4.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, constitute an original, but all of which together constitute but one and the same instrument.
- 4.10. Governing Law. This Agreement is to be construed, interpreted, governed by and the rights of the Parties determined in accordance with the laws of Ohio, without regard to its conflict of law principles.
- 4.11. Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 4.12. Amendment and Modification. The Parties hereto may amend, modify or supplement this Agreement only by an agreement in writing executed by all Parties hereto.
- 4.13. Authority. By signing this Agreement, each Party represents that such Party has full power and authority to enter into this Agreement and to perform the obligations imposed upon that Party under this Agreement, and that the person who executes this Agreement on behalf of such Party has all necessary authority to do so.

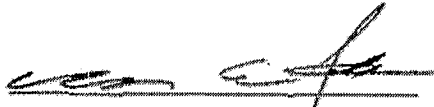
- 4.14. Headings. The headings used in this Agreement are for convenience of reference only and shall have no force or effect in the construction or interpretations of the provisions of this Agreement.
- 4.15. Construction. The language in all parts of this Agreement shall be construed, in all cases, in its plain meaning, and not for or against either Party, hereto. The Parties acknowledge that each Party and its independent counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as of the day and year first written above.

Southwest Ohio Regional Transit Authority

University of Cincinnati

Signed: 
 Printed Name: SWRTA/HR
 Title: CFL

Signed:  8-6-2012
 Printed Name: Charles E. Joke IV, Esq.
 Title: Assistant General Counsel
Assistant Contracting Officer

