



Greater Cleveland
Regional Transit Authority

1240 West 6th Street
Cleveland, Ohio 44113-1302
Phone: 216-566-5100
riderta.com

MEETING NOTICE

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place on **Tuesday, April 26, 2022** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon.

In accordance with the Ohio Open Meetings Act and House Bill 51, signed into law on February 17, 2022 and effective immediately through June 30, 2022, this meeting will be live-streamed on RTA's Board Page www.RideRTA.com/board via the meeting date for staff and members of the public. House Bill 51 allows Board members to participate by telephone or video and be considered present as if in person. It also allows Board members to vote and be counted for the purpose of determining a quorum while attending by telephone or video.

Members of the public may attend in-person. Based on Centers for Disease Control ("CDC") guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses and other entities may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, RTA Board Room capacity is limited to forty-four (44) people to allow for social distancing. To accommodate members of the public, RTA will limit the number of staff permitted in the Board Room. All persons entering RTA's Main Office Building ("MOB") at 1240 West 6th Street are required to maintain a distance of six feet or more from other individuals who are not members of their family or household.

As a result of a federal court order on April 18, 2022, the CDC's January 29, 2021 order requiring masks on public transportation conveyances and at transportation hubs is no longer in effect. The CDC continues to recommend that people wear masks in indoor public transportation settings at this time. As a result, GCRTA recommends, but will not require, that members of the public wear a mask/face covering. If a person entering the building does not have a mask, one can be provided to them.

The meeting package will be posted on RTA's website at (www.riderta.com/board), on RTA's Facebook page, and RTA's Twitter page.

9:00 A.M. Operational Planning & Infrastructure Committee

- Capital Improvement Program – Discussion on proposed FY 2023-2027 Capital Improvement Program.

Board of Trustees – agenda attached.

A handwritten signature in black ink, appearing to read 'India L. Birdsong', is written over a white background. The signature is fluid and cursive, with a large, stylized 'B' at the end.

India L. Birdsong
General Manager, Chief Executive Officer

ILB:tab
Attachment

AGENDA

RTA OPERATIONAL PLANNING & INFRASTRUCTURE COMMITTEE

Tuesday, April 26, 2022

Committee Members: Ms. Roberta Duarte, Chair
 Ms. Karen Gabriel Moss, Vice Chair
 Mr. Terence P. Joyce
 Ms. Luz N. Pellot

I. Roll Call

II. Capital Improvement Program – Discussion on proposed FY
2023-2027 Capital Improvement Program

Presenters:

- Mike Schipper, DGM – Engineering & Project Management
- Carolyn Young, Manager of Budget


III. Adjourn



Greater Cleveland
Regional Transit Authority

Interoffice Memo

To: Rev. Charles P. Lucas, President
and Members, Board of Trustees

From: India L. Birdsong
General Manager, Chief Executive Officer 

Date: April 21, 2022

Subject: Proposed FY 2023-2027 Capital Improvement Plan

We will make a presentation to the Operational Planning & Infrastructure Committee on April 26, 2022 of the proposed 2023-2027 Capital Improvement Plan (CIP). It will focus on incorporating formula fund increases from the Infrastructure Investment and Job Act (IIJA) and into the CIP and our strategy for pursuing competitive funding programs included in the IIJA.

Similar to recent years, presentation of the proposed 2023-2027 Capital Improvement Plan has been advanced in the calendar year to allow sufficient time to include projects and/or changes in the Transportation Improvement Plan (TIP) and State Transportation Improvement Plan (STIP) prior to the end of the current fiscal year.

On May 10, 2022 there will be a second presentation to the Board to provide an opportunity for the public to comment, a formal hearing will also be held in the Board Room of the Authority. The Operational Planning & Infrastructure Committee will then recommend the proposed 2023-2027 CIP to the full Board for discussion and approval at the May 24, 2022 RTA Board Meeting.

If changes are needed to the proposed CIP, they will be brought back to the Board as needed.

Attachment:

IB/KS/MJS/CY

ATTACHMENT B

**2023 - 2027 RTA DEVELOPMENT FUND CAPITAL IMPROVEMENT PLAN
RTA DEVELOPMENT FUND BUDGET AUTHORITY**

PROJECT CATEGORY	2023 Budget	2024 Plan	2025 Plan	2026 Plan	2027 Plan	2023-2027
Bus Garages	\$3,525,000	\$3,900,000	\$0	\$2,150,000	\$500,000	\$10,075,000
Bus Improvement Program	\$37,066,750	\$22,066,750	\$22,066,750	\$22,066,750	\$22,066,750	\$125,333,750
Equipment & Vehicles	\$7,506,620	\$3,506,620	\$13,506,620	\$14,350,000	\$11,671,163	\$50,541,023
Facilities Improvements	\$19,180,000	\$22,048,786	\$11,225,000	\$13,415,000	\$9,995,728	\$75,864,514
Other Projects	\$2,643,750	\$4,643,750	\$25,143,750	\$26,143,750	\$2,643,750	\$61,218,750
Preventive Maint./Oper. Reimb.	\$2,076,041	\$1,801,041	\$1,120,282	\$8,452,021	\$12,109,100	\$25,558,485
Rail Car Program	\$30,550,000	\$39,400,000	\$34,000,000	\$21,700,000	\$11,500,000	\$137,150,000
Rail Projects	\$23,382,500	\$43,192,500	\$29,630,759	\$28,944,241	\$27,875,050	\$153,025,050
Transit Centers	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
TOTALS	\$126,230,660	\$140,859,447	\$136,993,161	\$137,521,762	\$98,661,541	\$640,266,571



REVISED AGENDA

RTA Board of Trustees Meeting

Tuesday, April 26, 2022

9:00 a.m.

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the Board Meeting minutes:
 - a. March 29, 2022 Annual Meeting
 - b. March 29, 2022 Board Meeting
5. Public comments (**2 minutes**) on **agenda items**:
 - a. In person
 - b. Phone: 440-276-4600
 - c. Web form (comments will be forwarded to Board and staff)
6. Board Governance Committee report
7. Operational Planning & Infrastructure Committee report
 - Chair: Ms. Roberta Duarte
8. Organizational, Services & Performance Monitoring Committee report
 - Chair: Mayor Anthony D. Biasiotta
9. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Mayor Paul A. Koomar
10. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Mr. Terence P. Joyce
11. Community Advisory Committee (CAC)
 - Board Liaison: Roberta Duarte
12. Ad Hoc Committee reports:
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Luz Pellet, Chair
13. Introduction of new employees and announcement of promotions
14. Introduction of resolutions:
 - A. 2022-29 – Expressing the great sorrow of the Board of Trustees and the entire Greater Cleveland Regional Transit Authority at the passing of

former Board of Trustees member, Madeline A. Cain, and extending condolences to her family

- B. 2022-30 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the first quarter of 2022
- C. 2022-31 – Authorizing Contract No. 2021-053A with the Village of Mayfield and the City of Highland Heights to provide Micro Transit Program Services, for a period up to eighteen months, in an amount not to exceed \$119,197.50 (RTA Development Fund, Programming & Planning Department budget)
- D. 2022-32 - Authorizing Contract No. 2021-053B with Ave Automedia, Inc., DBA Share Mobility, to provide Micro Transit Program Services, for a period up to eighteen months, in an amount not to exceed \$300,000.00 (RTA Development Fund, Programming & Planning Department budget)
- E. 2022-33 – Authorizing Contract No. 2021-089 with Geismar North America, Inc., for the purchase of a locomotive work car in an amount not to exceed \$3,291,204.80 (RTA Development Fund, Fleet Management Department budget)
- F. 2022-34 – Authorizing Contract No. 2022-001 with the John F. Gallagher Plumbing Company for Project 19.27 – Hayden Garage HVAC Replacement, as specified and as required, in an amount not to exceed \$402,480.00 (RTA Development Fund, Engineering & Project Development Department budget)
- G. 2022-35 – Authorizing Contract No. 2022-018 with Masabi LLC to provide the EZfare Mobile Ticketing Solution for an amount not to exceed \$2,700,000.00 (RTA Development Fund, Intelligent Transportation Systems Department budget)
- H. 2022-36 – Authorizing Contract No. 2022-031 with Kronos Incorporated to provide Kronos Annual Subscription and Support Renewal for a period of one year in an amount not to exceed \$135,800.91 (General Fund, Innovation and Technology Department budget)
- I. 2022-37 – Repealing Chapter 636 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- J. 2022-38 – Amending Section 620.01 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- K. 2022-39 – Amending Sections 642.01, 642.02, 642.03 and 642.04 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- L. 2022-40 – Authorizing the execution of a Project Grant Agreement with the United States Department of Transportation (USDOT) for the FY2020 BUILD Grant award for the Rail Car Replacement Program – Phase I

(RTA Development Fund – Engineering & Project Development department budget)

M. 2022-41 - Amending employment agreement of India L. Birdsong as General Manager and Chief Executive Officer of the Greater Cleveland Regional Transit Authority and authorizing the execution of the third amendment to that agreement

N. 2022-42 - Authorizing a salary adjustment for Anthony A. Garofoli, Executive Director of Internal Audit

15. Secretary-Treasurer's Report:

- a. General Fund Revenue – status as of March 31, 2022 versus 2021 actuals
- b. General Fund Revenue – status as of March 31, 2022 versus the 2022 budget
- c. Sales & Use Tax Receipts Report budgeted during 2022, actual receipts through April 2022
- d. Inventory of Treasury Investments as of March 31, 2022
- e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of March 31, 2022
- f. Summary of Investment Performance, Year to Date through March 31, 2022
- g. Report on Investment Earnings (cash basis) as of March, 2022
- h. Composition of Investment Portfolio as of March, 2022
- i. Banking and Financial Relationships as of March 31, 2022

16. General Manager's Report

17. President's Report

18. Old Business

19. New Business

20. Public comments (**2 minutes**):

- a. In person
- b. Phone: 440-276-4600
- c. Web form (comments will be forwarded to Board and staff)

21. The next regular Board meeting is scheduled for **Tuesday, May 24, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page (www.RideRTA.com/board) by clicking the meeting date. The public is welcome to attend in person.

22. Adjournment

Minutes

RTA Annual Meeting

9:00 a.m., March 29, 2022

Board Members: Lucas, (Chair), Moss (Vice Chair), Biasiotta, Duarte, Joyce, Koomar, McCall, Pellot, Weiss

Not present: None

Staff: Benford, Birdsong, Burney, Caver, Dangelo, Darden, Davidson, Fesler, Fleig, Ferraro, Flachbart, Freilich, Garofoli, Gautam, Gettings, Hudson, Jones, Miller, Mothes, Schipper, Walker-Minor

Public: Ferenczy, Gibbons, Julien, Loh, McGrady, Rodriquez, Romanoff, Watts

The meeting to order at 9:00 a.m. The secretary called the roll and reported that nine (9) board members were present.

In accordance with the Ohio Open Meetings Act and House Bill 51, signed into law on February 17, 2022 and effective immediately through June 30, 2022, this meeting will be live-streamed on RTA's Board Page www.RideRTA.com/board via the meeting date for staff and members of the public. House Bill 51 allows Board members to participate by telephone or video and be considered present as if in person. It also allows Board members to vote and be counted for the purpose of determining a quorum while attending by telephone or video.

The Secretary advised that notice of this meeting have been posted more than twenty-four hours in advance of the meeting, that the usual notification has been given the news media and other interested persons, and that all requirements of the Ohio Revised Code and Rules and Bylaws of this Board regarding notice of meeting have been complied with.

Public Oath of Office

Mayor Anthony D. Biasiotta of Seven Hills took his oath of office. Mayor Biasiotta said transit and connecting people to jobs and family is a passion of his. He looks forward to putting his experience into helping the residents in Cuyahoga County achieve greater connections, efficiencies and service through connecting families and people to jobs. He thanked his fellow mayors for appointing him and everyone in onboarding him. They did a good job in preparing him for the meeting.

Nominations and election for the Office of President

Terry Joyce, Chair of the Nominating Committee conducted the election. Mr. Joyce stated that the committee received one letter of interest from Rev. Lucas for the Office of President. He asked thrice if there were any nominations from the floor. There were none.

It was moved by Ms. McCall, seconded by Ms. Pellot to approve Rev. Lucas as the President. There were nine (9) ayes and none opposed. Rev. Lucas was declared the President. He thanked the Board for placing him in the position. Rev. Lucas said he has had a wonderful relationship with the Board and staff. He counts it joy to serve as President.

Nominations and election for the Office of Vice President

The Nominating Committee received one letter of interest from Ms. Moss for the Office of Vice President. Mr. Joyce asked thrice if there were any other nominations from the floor. It was moved by Ms. McCall, seconded by Ms. Pellot to approved Ms. Moss as Vice President. There were nine (9) ayes and none opposed. Ms. Moss was declared the Vice President.

Ms. Moss thanked the Nominating Committee. She has enjoyed her time as Vice President and getting to know Rev. Lucas better. She appreciates the vote of confidence.

This meeting adjourned at 9:09 a.m.

President

Attest: _____
Secretary-Treasurer

Minutes

RTA Board of Trustees Meeting

9:56 a.m. March 29, 2022

Board Members: Lucas, (Chair), Moss (Vice Chair), Biasiotta, Duarte, Joyce, Koomar, McCall, Pellet, Weiss

Not present: None

Staff: Benford, Birdsong, Burney, Caver, Dangelo, Darden, Davidson, Fesler, Fleig, Ferraro, Flachbart, Freilich, Garofoli, Gautam, Gettings, Hudson, Jones, Miller, Mothes, Schipper, Walker-Minor

Public: Ferenczy, Gibbons, Julien, Loh, McGrady, Rodriquez, Romanoff, Watts

The meeting to order at 9:56 a.m. The secretary called the roll and reported that nine (9) board members were present.

In accordance with the Ohio Open Meetings Act and House Bill 51, signed into law on February 17, 2022 and effective immediately through June 30, 2022, this meeting will be live-streamed on RTA's Board Page www.RideRTA.com/board via the meeting date for staff and members of the public. House Bill 51 allows Board members to participate by telephone or video and be considered present as if in person. It also allows Board members to vote and be counted for the purpose of determining a quorum while attending by telephone or video.

The Secretary advised that notice of this meeting have been posted more than twenty-four hours in advance of the meeting, that the usual notification has been given the news media and other interested persons, and that all requirements of the Ohio Revised Code and Rules and Bylaws of this Board regarding notice of meeting have been complied with.

Minutes

President Lucas stated that the minutes from the February 15, 2022 Board Meeting and March 1, 2022 Special Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. The minutes were approved.

Public Comments – Agenda Items (comments were submitted in-person and by phone)

1. Mr. Rodriquez – He thanked the staff and Board for the new buses on the west side. He would like to see more routes added. A paratransit driver he spoke to said some areas are not being served.
2. Terry McGrady – He asked what happened to the 5-minute limit on public comments. He is a RTA retiree. He was a union Executive Board Member at Triskett for 12 years. A lot of time is not spent on labor relation issues. There is no advocacy for the bargaining employees. Issues about the financial irregularities have reared its heads again. There were payments made to union officials that was questionable. He made a records request. The money was paid to two to three employees. Past Board Chair, Mr. Dixon did not pay his healthcare premiums for over 20 years. At that point, he was compromised. Someone should have known the premiums were not paid. There were some employee fraud issues also.

Mr. Dixon, Internal Audit and the Director of Labor Relations should have been aware of the none payments. We are back to looking at improprieties where employees have to pay money back. Bargaining employees were never listened to. The grievance process was never followed.

3. Matthew Watts – He was a Triskett operator from Jan. 2014 to 2018. There were issues with the time clock for his shift. He was put under crisis suspension for some issues related to the reporting time. A pre-termination hearing was held and it was proved that there was errors with his missed record. Mr. Bryan Moore terminated him and never addressed the issues pertaining to the miscount and misses that he was one minute late. He went through the grievance process, which were ignored. He accepted the outcome of the grievance process. He was told it would be a good thing for him to take a DML, which he did not want to do. Taking the DML would allow him to get back to work. A DML is a hard process. He was rehired, November 13, 2022. Robert (?) stated that Scott Ferraro said he could not be rehired.
4. Airric Stewart – The adjustment to the 50 is now extended for a longer time if we had left the 48A in place. The 50 where it starts takes 8 minutes longer to get to the end point going north than the 48. It requires a longer period to transfer to the 15 and 14. The rapid lines and if the 50 started at Marymount Hospital would get to its end point 9 minutes sooner and would connect to all the hospitals in University Circle. Staff refuse to acknowledge this information and the efficiencies of his recommendations. The number 50 and 48 would be more efficient as an hourly bus because it would share 30-minute service from Marymount to E. 131st in Miles. The 48 would share the traditional 30-minute service from 131st in Miles to its end point with the 48A, if it was put back into service. Staff said back in July they would look at the 15A service. The 15A would give more service to schools, libraries and retail. This information was sent to the Board. There was a meeting with Councilman Jones, July 1. The attendees and Councilperson agreed with Mr. Stewart's recommendation.
5. Carlita Gardner – She agrees with Mr. Stewart. The NextGen routes have disrupted many things. Route 14 and 41 was extended, but they have good service. Attention is not being made to the interior parts of the city. The 15A and 41A was not extended. Customers are walking further distances to get to these stops. The public is being ignored. It is taking longer for the 14 and 48 to reach the customers with the changes.
6. Chris Martin – RTA must demand transparency. He thanked RTA for using YouTube to livestream and allowing email comments again. He ask that comments be sent to the Board also. Morning meetings are not good for the public. The media had to get involved to get an answer on why trolleys were being used on non-trolley routes. RTA lied in their press release saying trolleys were running only on four non-trolley routes, but he took a trolley home last week. RTA refuse to state the number of responses to the rail car replacement RFP or any details. Larger agencies have mask dispensers on their buses, but RTA claims there are too many buses and that operators can distribute masks. There was a conflict of interest in allowing comments only from staff on body cam retention at the Records Management meeting.

Ms. Birdsong said some of the comments involve personnel issues and can be followed up on. Details of the collective bargaining agreement through a resolution will be provided. RTA is transparent with their leadership of the city through council to ensure they have communicated the effects and taking feedback on NextGen. A media statement was issued on the trolleys. They are being run to get efficiencies while the new fleet arrives. The vehicles have to pass inspection before they can be put into service. We are on schedule for vehicle replacement. The rail car RFP is under procurement rules, which prohibit divulging information to the media

and the public. We will provide mask to anyone who needs one on our service. If supplies is not available, please inform someone.

Committee Reports

There were no committee reports.

Community Advisory Committee (CAC)

There were no reports.

Ad Hoc Committee Reports

Ms. Pellot said the next Ad Hoc Tech Committee Meeting is April 21, 2022 at 5 p.m.

Introduction of New Employees/Promotions

New Hires:

1. Malik Bacon – Operator
2. Lauren Bell – Hostler
3. Reginald Black – Hostler
4. Ashile Burks – Operator
5. Kameron Clipps-Shelton – Operator
6. Erica Curry – Operator
7. Gary Eshols – Operator
8. Erik Ferrell – Hostler
9. Destie Fred Del-Valle – Transit Police Officer
10. Jacob Gorbey – Transit Police Officer
11. Stanford Hicks – Operator
12. Cesar Irizarry III – Transit Police Officer
13. Tenisha Jones – Operator
14. Andrae Kincaid – Operator
15. Toby Lesofski – Operator
16. Sowan Lockridge – Operator
17. Valerie McDowell – Operator
18. Isaiah Mitchell – Operator
19. Samaria Munford – Operator
20. Angela Murphy – Hostler
21. Natasha Price – Operator
22. Hector Roman – Operator
23. Linzie Ross – Operator
24. Sarah Smith – Operator
25. Richard Urminski – Laborer
26. Raymond Valentine – Operator
27. Ashley Wagner – Hostler
28. Bossawn Wagner – Operator
29. Laquita Watson - Operator

Promotions:

1. SheaRon Daniels – District Business Analyst
2. Darren Garlock – Staff Auditor
3. Samantha Harper – Supervisor – Tower Control

4. Margaret Swetel – Contract Administrator
5. John Tiell – Lead Maintenance Planner
6. James Waken – Lead Maintenance Planner

Chief Jones introduced recent promotions in the Transit Police Department. They include Deputy Chief Michael Gettings (2nd in command), Commander of Patrol Operations, Robert Flachhart, Commander of Administrative Operations, Orlando Hudson, and Commander of Specialized Units, Ronald Darden. Along with the Chief, they have a combined total of more than 125 years of law enforcement experience. Their #1 priority will be to continue to serve the community with respect, professionalism and excellence. A swearing in ceremony will include new sergeants and lieutenants, Thursday, May 19 during Police Memorial Week.

Ms. Birdsong congratulated the team. Their jobs are not easy and not without great compassion. The last few years have been challenging for the city and nation. There is a difference between agencies with Transit Police and those without them. It is a vast difference in being able to connect with regional partners and customers to understand that we are human and people make mistakes while using the system. Rev. Lucas congratulated them on behalf of the Board. Recently there were some incidents where statements were made by customers riding the bus. They commented on the demeanor and the wonderful way the Transit Police handled the situation.

Introduction of Resolutions:

- A. 2022-24 – Authorizing Contract No. 2021-184 with Johnson Controls Fire Protection LP for Project 19.12 – Woodhill Garage Sprinkler System Expansion, as specified and as required, in an amount not to exceed \$124,500.00 (RTA Capital Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mr. Joyce, seconded by Ms. McCall and approved by unanimous vote.

Ms. Moss asked why there was only one bidder and why the budget exceeded the estimate. Mr. Schipper said they are always concerned when we receive one bidder. This reflects something that will be seen again throughout 2022 as they look at inflation and supply chain issues. Through the first half of the State fiscal year, ODOT saw an 8% rise in like goods and they are starting to see that in our projects. As they go through the Capital Improvement process, the estimates may be bumped up. When they get one bid, it is just under the 10%. There are probably other potential vendors that decided not to pursue it because they did not want to get under the 10% rule. If they receive a bid that exceeds our published estimate by 10%, that is considered a non-responsive bid. Contractors that are aware of that may hope that no one bids and that we will rebid it at a higher estimate. One vendor came under. We have used them before so staff is comfortable they can do the work. Ms. Dangelo said this is the second time this was put out. They did not receive any responsive bids the first time.

- B. 2022-25 – Authorizing the General Manager to enter into a lease agreement with PNC Bank, National Association for property at the Puritas - West 150th Street Rapid Transit Station, located at 4200 West 150th Street, Cleveland, Ohio 44135, for a renewal term of two years with options for two renewal terms of one year each, the adoption of which was moved by Ms. McCall, seconded by Ms. Pellot and approved by unanimous vote.
- C. 2022-26 – Authorizing a lease agreement with 2 Birds Shuttle and Detail, LLC for property at the Puritas-West 150th Street Rapid Transit Station located at 4200 West 150th Street, Cleveland, Ohio 44135, for a renewal term of two years at \$12,000.00 per year, the adoption of which was moved by Mayor Koomar, seconded by Ms. Moss and approved by unanimous vote.

- D. 2022-27 – Approving the 2022 Internal Audit Plan, the adoption of which was moved by Mr. Joyce, seconded by Mayor Weiss and approved by unanimous vote.
- E. 2022-28 – Approving a new three-year collective bargaining agreement covering conditions of employment with Local 268 of the Amalgamated Transit Union, the adoption of which was moved by Mayor Biasiotta, seconded by Ms. Moss and approved by unanimous vote after the discussion.

Ms. Birdsong said the collective bargaining process is never easy. It requires collaboration, communication, honesty and transparency about the issues. They have made significant strides over the last few years to shore up gaps in communication between administrative staff and management regarding union employees. This is a competitive agreement compared to others across the country. She appreciates union employees putting their lives on the line to provide service during the Pandemic. The ATU passed this agreement with 761 yes / 51 no. Mr. Ferraro added that a more collaborative process was used compared to the past.

Ms. Moss asked for the details of the agreement. Ms. Birdsong said that staff could touch on the highlights. It was discussed in executive session. Mr. Ferraro stated that there would be a 4% increase over the next 3 years of the contract. The contract term will run from August 1, 2021 – July 31, 2024. The 4% will be divided up into 2% every 6 months over the term. There will be a Hazard/COVID incentive payment of a total of \$3,500, made into two payments (\$2,500 in June / \$1,000 in December). The starting wage rate for operators will increase 65% of the top operator pay rate, which will bring them up to \$20 to remain competitive in hiring. Juneteenth holiday was added to the contract. A number of issues have not been addressed in the past, so they increased the value of the short-term disability program. They added days to bereavement (3 days for grandparents, 1 day for grandchildren). They increased night premium, instructing pay, tool allowance, fill-in and safety shoe allowances. They included a safety shoe allowance for part-time employees.

A number of other issues will be addressed. They are looking at creating an AM/PM board so that operators have a better understanding of what their schedules will be. They increased the annual dental allowance maximum from \$1,000 to \$2,000 and incorporated a prescription rebate plan that will address specialty drugs, which are more expensive. Employees will be able to get those drugs without a co-pay, but RTA can take advantage of rebates. Mr. Joyce said the yes votes on the agreement shows a lot of collaboration. Mr. Ferraro said we are sustainable with the changes. Mayor Biasiotta asked if the 2% pay increase would be retroactive to August 2021 and if these increases were worked into the 2022 budget. Mr. Ferraro said the first increase was due the first full pay of February 2022, so it will be retro to that date. Mr. Gautam said the increase was incorporated into the 2022 budget.

Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance and Secretary-Treasurer, gave the report. The economic conditions report comes from the Peterson Institute of International Economics, USAfacts.org and Bureau of Labor Statistics. These are the unemployment rates by month for Cuyahoga County and Ohio compared to the U.S. rates. The U.S. rates for Jan. 2022 was 4%. The Ohio unemployment rate fell from 4.5% in Dec. 2021 to 4.3% in Jan. 2022. The Cuyahoga County rate rose from 4.1% in Dec. 2021 to 6.1% in Jan. 2022. Goods producing industries, services, transportation, utilities, hospitality, construction and manufacturing increased compared to the previous month.

Ridership includes four calendar years of data. Data for 2019 is included to show the impact of COVID. For Feb. 2022, ridership was up 28.2% compared to Feb. 2021. The All Star weekend was

in Feb. 2022 and is reflected in that increase. YTD ridership is 11.6% above 2021 levels. Passenger fares for Feb. were \$2.7 million. It is 106.5% higher than the same month last year. That is not necessarily a reflection of anything else other than a timing of payments received from various educational institutions we have U-Pass agreements with. Fare revenue was 99.6% higher than budget. YTD they are 57.2% higher than the same period in 2021. Sales tax remains strong. Sales tax represents the largest revenue for operations. March 2022 receipts, which are based off Dec. 2021 activity (three month lag between when the cash is collected) were 15.3% higher than March 2021 and 13% higher than budget. Sixteen of the 23 categories that make up the sales tax base were positive in March. The largest increases were in motor vehicles/water craft at 37% higher, on-line sales at 33% higher and 18.6% higher.

Mayor Weiss asked what the reason is for the spike in unemployment in Cuyahoga County. Mr. Gautam said Cuyahoga has historically lagged compared to the State of Ohio. They will continue to monitor this.

General Manager/CEO Report

India Birdsong, General Manager/CEO, presented the report. Board member Valarie J. McCall and staff member Natoya Walker-Minor attended the APTA Legislative Conference in DC. The APTA Racial Equity Commitment Program was discussed at the conference as a means to elevate the core principles regarding racial equity in public transportation. RTA is one of 30 transit authorities that have signed on. We will participate in a two-year pilot program designed to assist us with a roadmap to integrate racial equity and DEI into our business practices. The pilot will begin in May. Ms. McCall added that this was the highlight of the conference. Many of the business members had not signed on. It was good that RTA was signed on. It was mentioned that RTA is a leader in DEI. The APTA Chair requested Ms. Birdsong to be more active in APTA. RTA is seen as a leader in the transit industry.

The Marketing and Legislative Affairs team held a RTA 101 event March 24 with legislatures, city council members and mayors. A booklet of information was produced. Items of discussion included pilot projects, rail cars, financial outlook, capital projects, fare collection replacement, business development and ADA. There were requests to hold this event again. U.S. Senator Sherrod Brown announced that the U.S. DOT and FTA awarded \$32 million in bus and bus facilities grants to transit systems in Ohio. RTA was awarded \$4 million to replace the Hayden District roof. RTA would not be able to proceed with this project this year without this grant. Advocacy efforts proved dividends in support.

We have new 40' Gillig CNG Transit buses. A bus is parked outside. The vehicles are coming on line. Twenty buses were delivered after they went through our audit process and will be placed on the street over the next 30 days. Features include CNG, telematics, passenger information system, 4k security camera system, contoured plastic seats and vented tip-in windows. The e-version of the 2021 Annual Report video was played. Ms. McCall said the RTA 101 booklet is nice. The video is a good marketing piece and should be promoted more. It would be helpful to add some stats for Board members when they go to APTA, like system size, buses and trains, budget, etc. She suggested the Board be invited to these type of events since they have an External Affairs Committee. Ms. Pellot asked if the booklet was in any other languages. Ms. Birdsong said it was not for this event, but could be translated and distributed

Old Business

Ms. McCall requested that the Ward 1 issue with the 15, 48, be resolved by the April 26 Board Meeting. Public comments were made today on these routes. Councilman Joe Jones should be

invited. Ms. Birdsong said the issue was addressed, but not to the pleasure of the residents in that Ward. She offered to go over the steps that were taken. Ms. McCall would like to see it resolved at the Board level to ensure the comments are not falling on deaf ears. She believes there is still a disconnect.

Public Comments – Non-Agenda Items (comments were submitted in-person and phone)

1. Terry McGrady – he asked again about the length of the public comments. Two minutes is not enough time. It was 5 minutes at one point. Ms. McCall added that public comments previously were 3 minutes at the beginning of the meeting and two minutes at the end of the meeting. It was never 5 minutes. It can be revisited at the Board Retreat. Mr. McGrady feels that public comments are rushed. President Lucas said they would look at the time.
2. Loh – She welcomed Mayor Biasiotta to the Board. Communication is the key for riders. Comments should go back to 3 minutes or have public comments at committee meetings. There was a homicide on the HealthLine. This can happen anywhere. She witnessed an incident on the HL that caused her to be late today. Operator number 2900 on the HL (Giana?) was involved. Security is important to riders and operators. We need Transit Police Security. The city police can handle crime issues.
3. Carlita Gardner – The 48A and 15A correlate with schools, hospitals, work and the social security office. They should not have to walk long distances or be put in harms way to get to these routes.
4. Airric Stewart – The claims of transparency by staff is misrepresented. If RTA were being transparent, they would acknowledge the 50 and 48 in a 15-hour period runs 45 buses each way. If you put the 48A back in service, it would still be 45 buses, the service would be quicker, and the transfers would be easier. The 15 runs 64 buses one-way in a 16-hour period. If it runs every 20 minutes, the 15A as an hourly bus would still have 64 buses in a 16-hour period. Staff has not acknowledged that. Ms. Birdsong has not returned a call in a year. Dr. Caver takes long to return calls. It is a city issue, not just Ward 1.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, April 26, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page (www.RideRTA.com/board) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 11:20 a.m.

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2022-29

EXPRESSING THE GREAT SORROW OF THE BOARD OF TRUSTEES AND THE ENTIRE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AT THE PASSING OF FORMER BOARD OF TRUSTEES MEMBER, MADELINE A. CAIN, AND EXTENDING CONDOLENCES TO HER FAMILY

WHEREAS, the Hon. Madeline A. Cain served as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority (GCRTA) for three (3) years, having been appointed by the Cuyahoga County Mayors and City Managers Association on March 7, 2001; and

WHEREAS, the Hon. Madeline A. Cain served with distinction as a member of the GCRTA Board's Finance Committee and Operations Committee, using her political expertise and sensitivity to riders, particularly the elderly and disabled, to advocate for riders; and

WHEREAS, the Hon. Madeline A. Cain served as a member of the Ohio House of Representatives from 1989 through 1995, where she authored legislation to protect children in daycare facilities and one of the nation's first anti-stalking laws; and

WHEREAS, the Hon. Madeline A. Cain became the first woman to serve as Mayor of the City of Lakewood, Ohio, for two terms, from 1996 to 2003; and

WHEREAS, the Hon. Madeline A. Cain also served as Lakewood's Clerk of Council.

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

Section 1. That the Board of Trustees, Executive Management Team and staff of the Greater Cleveland Regional transit Authority (GCRTA) hereby honor the memory of Hon. Madeline A. Cain, and publicly express their sorrow upon her death and extend condolences to her family.

Section 2. That the GCRTA Board of Trustees, Executive Management Team and staff hereby express their appreciation for her public service and commitment to meeting the needs of her constituents and all residents of Cuyahoga County.

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

Adopted: April 26, 2022

President

Attest: _____

Secretary-Treasurer

RESOLUTION NO. 2022-30

EXPRESSING CONGRATULATIONS TO THE EMPLOYEES OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY WHO RETIRED DURING THE FIRST QUARTER OF 2022

WHEREAS, the following employees retired from the Greater Cleveland Regional Transit Authority during the first quarter of 2022 after numerous years of dedicated public service:

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
Rhonda Branche	Benefits Manager	Main Office
Rebecca Brown	Operator	Hayden
Toyia Brown	Operator	Triskett
Tyler Frazier	Hostler	Central Bus
Derrick Hamilton	Vehicle Servicer	Rail
Gregory Johnson Sr.	Drafter	Main Office
Derek Jones	Operator	Paratransit
John Keefer	Operator	Triskett
Robert Koskovics	Mechanic	Triskett
William Lowe	Transit Police Officer	Transit Police
David Montgomery	Marketing Assistant	Main Office
Alonzo Rivers	Operator	Hayden
Loretta Shelton	Operator	Hayden
Sheila Spicer	Operator	Paratransit
Leo Zlobinsky	System Administrator	Main Office

WHEREAS, these retirees faithfully gave of their skills, time and talents to provide high quality public transportation to the community; and

WHEREAS, these retirees did much to contribute to the quality of life in Greater Cleveland by providing much-needed public transit service and protecting our valuable environment; and

WHEREAS, the retirees' outstanding diligence in the performance of their jobs was of immeasurable value to both riders and residents of Cuyahoga County; and

WHEREAS, these retirees represent hundreds of years of invaluable public transit experience, and they will be missed.

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

Section 1. That the sincere congratulations and gratitude of the Board of Trustees is hereby extended to each of the above named employees on the occasion of their retirement from the Greater Cleveland Regional Transit Authority.

Section 2. That the members of the Board of Trustees offer their best wishes to the retirees for continued success and happiness, which they so richly deserve.

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

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: MICRO TRANSIT PROGRAM SERVICES		Resolution No.: 2022-31
VENDOR: VILLAGE OF MAYFIELD AND CITY OF HIGHLAND HEIGHTS		Date: April 21, 2022
AMOUNT: NTE \$119,197.50 FOR A PERIOD UP TO EIGHTEEN MONTHS		Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

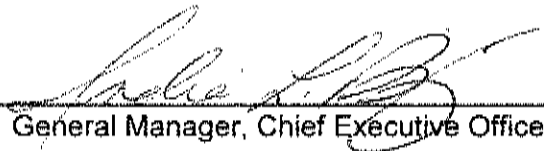
- 1.0 PURPOSE/SCOPE: This action will allow the Authority to enter into a contract to provide a micro transit program for a period up to eighteen months.
- 2.0 DESCRIPTION/JUSTIFICATION: In support of the Authority's mission to connect the community, a program to provide GCRTA customers with a last/first mile connection from GCRTA's system to their ultimate place of employment is being explored. While the program is targeted in industrial park type settings where high numbers of employers and employees are located but are not directly on transit lines, it also has the potential to be used to serve other markets where first/last mile rides would benefit a community. The goal of GCRTA ConnectWorkS is to provide GCRTA customers with a ride from a GCRTA stop to and from nearby places of employment at the beginning and end of the work shift. The proposed service plan does not duplicate any existing fixed route services. A budget of \$600,000.00 was established for this program. GCRTA's financial contribution to the program is to match the vendor's funding dollar for dollar up to the fixed amount that the vendor is willing to provide.
- 3.0 PROCUREMENT BACKGROUND: The Request for Proposal ("RFP") was posted on the Procurement web site and advertised in the local newspapers. Seventy-eight (78) interested parties downloaded the solicitation. Four (4) proposals were received in response to the solicitation on December 10, 2021. After an initial evaluation by a panel of Authority employees, two (2) proposers were selected to be shortlisted and interviewed. Each shortlisted proposer was asked to submit a best and final offer after their interview. Best and final offers were reviewed by a panel of Authority employees, in accordance with established Procurement Department policies and procedures, and after negotiations, the proposal of the Village of Mayfield and the City of Highland Heights, both Ohio municipal corporations, was determined to be one of the two proposals most advantageous to the Authority. A total contract amount not to exceed \$119,197.50, for a period up to eighteen months, was agreed upon.

The Village of Mayfield and the City of Highland Heights will utilize Standard Parking Plus ("SP+") as their transportation provider. SP+ is a professional parking management and ground transportation provider with a commitment to innovation and technology. They have over 23,000 employees across North America, including a local presence and operation. Their proposed service plan will serve the Mayfield area job hub, including businesses such as Progressive Insurance, Mayfran International, Inc., Mars Electric and Omni Systems, among others.

A cost analysis was performed and the Procurement Department has determined the offer of the Village of Mayfield and the City of Highland Heights to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** The contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to, 100% Local funds in an amount of \$119,197.50, pending Ohio Transit Partnership Program ("OTP2") grant award, for a total contract amount not to exceed \$119,197.50 for a period up to eighteen months.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay or prohibit efforts to test micro transit solutions intended to provide GCRTA riders with first and last mile transit service between GCRTA facilities and their places of employment.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the April 12, 2022 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of the Village of Mayfield and the City of Highland Heights be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-31

AUTHORIZING CONTRACT NO. 2021-053A WITH THE VILLAGE OF MAYFIELD AND THE CITY OF HIGHLAND HEIGHTS TO PROVIDE MICRO TRANSIT PROGRAM SERVICES, FOR A PERIOD UP TO EIGHTEEN MONTHS, IN AN AMOUNT NOT TO EXCEED \$119,197.50 (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Authority is seeking to test micro transit solutions for first and last mile transit service between GCRTA facilities and riders' places of employment; and

WHEREAS, the proposal of the Village of Mayfield and the City of Highland Heights, both Ohio municipal corporations, to provide micro transit program services, for a period up to eighteen months, was received on December 10, 2021; and

WHEREAS, after negotiations, an amount not to exceed \$119,197.50 for the total contract amount, with a term not to exceed eighteen months, was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of the Village of Mayfield and the City of Highland Heights to provide micro transit program services to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of the Village of Mayfield and the City of Highland Heights to provide micro transit program services to the Authority, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with the Village of Mayfield and the City of Highland Heights to provide said services.

Section 3. The contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to, 100% Local funds in an amount of \$119,197.50, pending Ohio Transit Partnership Program ("OTP2") grant award, for a total contract amount not to exceed \$119,197.50, for a period up to eighteen months.

Section 4. That said contract shall be binding upon and an obligation of the Authority, contingent upon compliance by the contractor with the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that the Village of Mayfield and the City of Highland Heights will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: MICRO TRANSIT PROGRAM SERVICES	Resolution No.: 2022-32
VENDOR: AVE AUTOMEDIA, INC., DBA SHARE MOBILITY	Date: April 21, 2022
AMOUNT: NTE \$300,000.00 FOR A PERIOD UP TO EIGHTEEN MONTHS	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract to provide a micro transit program for a period up to eighteen months.

2.0 **DESCRIPTION/JUSTIFICATION:** In support of the Authority's mission to connect the community, a program to provide GCRTA customers with a last/first mile connection from GCRTA's system to their ultimate place of employment is being explored. While the program is targeted in industrial park type settings where high numbers of employers and employees are located but are not directly on transit lines, it also has the potential to be used to serve other markets where first/last mile rides would benefit a community. The goal of RTA ConnectWorkS is to provide GCRTA customers with a ride from an RTA stop to and from nearby places of employment at the beginning and end of the work shift. The proposed service plan does not duplicate any existing fixed route services. A budget of \$600,000.00 was established for this program. GCRTA's financial contribution to the program is to match the vendor's funding dollar for dollar up to the fixed amount that the vendor is willing to provide.

3.0 **PROCUREMENT BACKGROUND:** The Request for Proposal ("RFP") was posted on the Procurement web site and advertised in the local newspapers. Seventy-eight (78) interested parties downloaded the solicitation. Four (4) proposals were received in response to the solicitation on December 10, 2021. After an initial evaluation by a panel of Authority employees, two (2) proposers were selected to be shortlisted and interviewed. Each shortlisted proposer was asked to submit a best and final offer after their interview. Best and final offers were reviewed by a panel of Authority employees, in accordance with established Procurement Department policies and procedures, and after negotiations, the proposal of Ave Automedia, Inc., dba SHARE Mobility, was determined to be one of the two proposals most advantageous to the Authority. A total contract amount not to exceed \$300,000.00, for a period up to eighteen months, was agreed upon.

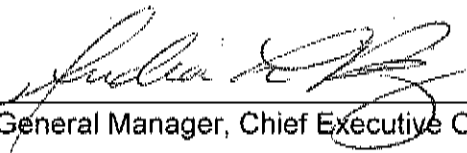
SHARE Mobility is a leading provider of mobility-as-a-service (MaaS) solutions based in Columbus, OH. They have experience working with private employers to create commuter programs for their employees. They have experience providing micro transit solutions with local transit authorities and governments, including Chillicothe Transit, COTA, the City of Dublin and Cuyahoga Community College. Their proposed solution will serve the Solon and Bedford Heights industrial areas originating from the Southgate Transit Center.

A cost analysis was performed and the Procurement Department has determined the offer of Ave Automedia, Inc., dba SHARE Mobility, to be fair and reasonable to the Authority.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.

- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to, 2022 Ohio Transit Partnership ("OTP2") funds for a total contact amount not to exceed \$300,000.00 (\$200,000.00 OTP2 funds which represents 66.7% of the total cost), for a period up to eighteen months.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would delay or prohibit efforts to test micro transit solutions intended to provide GCRTA riders with first and last mile transit service between GCRTA facilities and their places of employment.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the April 12, 2022 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of Ave Automedia, Inc., dba SHARE Mobility, be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-32

AUTHORIZING CONTRACT NO. 2021-053B WITH AVE AUTOMEDIA, INC., DBA SHARE MOBILITY, TO PROVIDE MICRO TRANSIT PROGRAM SERVICES, FOR A PERIOD UP TO EIGHTEEN MONTHS, IN AN AMOUNT NOT TO EXCEED \$300,000.00 (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Authority is seeking to test micro transit solutions for first and last mile transit service between GCRTA facilities and riders' places of employment; and

WHEREAS, the proposal of the Ave Automedia, Inc., dba SHARE Mobility, to provide micro transit program services, for a period up to eighteen months, was received on December 10, 2021; and

WHEREAS, after negotiations, an amount not to exceed \$300,000.00 for the total contract amount, with a term not to exceed eighteen months, was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Ave Automedia, Inc., dba SHARE Mobility, to provide micro transit program services, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Ave Automedia, Inc., dba SHARE Mobility, to provide micro transit program services to the Authority, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Ave Automedia, Inc., dba SHARE Mobility to provide said services.

Section 3. The contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to 2022 Ohio Transit Partnership ("OTP2") funds for a total contract amount not to exceed \$300,000.00 (\$200,000.00 OTP2 funds which represents 66.7% of the total cost), for a period up to eighteen months.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor with the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Ave Automedia, Inc., dba SHARE Mobility, will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

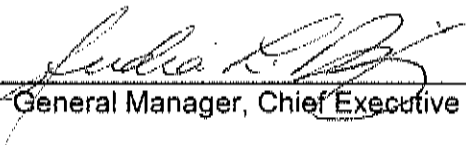


TITLE/DESCRIPTION: CONTRACT: PROCUREMENT OF LOCOMOTIVE WORK CAR VENDOR: GEISMAR NORTH AMERICA, INC. AMOUNT: AMOUNT NOT TO EXCEED \$3,291,204.80	Resolution No.: 2022-33
	Date: April 21, 2022
	Initiator: Fleet Management Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will authorize the Authority to enter into a contract for the purchase of a locomotive work car, which will replace a similar vehicle that has exceeded its useful life.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has a need to replace its current locomotive work car, which is utilized by the Central Rail Department. The locomotive work car is the primary workhorse for hauling large pieces of equipment and material. It is used to plow snow and tow trains during rail emergencies. The purchase of this new vehicle will conform to the specifications and dimensions consistent with new rail car vehicles.
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the GCRTA web site and advertised in local newspapers. Twenty-nine (29) interested parties downloaded the solicitation. Three (3) proposals were received on November 22, 2021. After evaluation by a panel of Authority employees in accordance with established Procurement Policies and Procedures, and subsequent negotiations, the proposal of Geismar North America, Inc., in an amount not to exceed \$3,291,204.80, was determined to be most advantageous to the Authority. Geismar North America, Inc. anticipates delivery of the locomotive work car within twenty-five (25) months of the Notice to Proceed.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE participation goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to, Capital Grant OH-2020-044-5337 in an amount not to exceed \$3,291,204.80 (\$2,632,963.84 in federal funds which represents 80% of the total cost). This amount is approximately 9% below the budget estimate.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would impact the reliability and service quality of the Authority's rail service.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the April 12, 2022 Operational Planning & Infrastructure Committee meeting. It is recommended that the offer of Geismar North America, Inc. be accepted, and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENT: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-33

AUTHORIZING CONTRACT NO. 2021-089 WITH GEISMAR NORTH AMERICA, INC., FOR THE PURCHASE OF A LOCOMOTIVE WORK CAR IN AN AMOUNT NOT TO EXCEED \$3,291,204.80 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Authority has identified the need to replace the current locomotive work car that has exceeded its useful life; and

WHEREAS, the offer of Geismar North America, Inc., located at 134 Parker Drive, Beaufort, SC 29906, to provide a locomotive work car for a total amount not to exceed \$3,291,204.80, was received on January 27, 2022; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Geismar North America, Inc., as negotiated, to be advantageous to the Authority, cost and other factors considered, and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Geismar North America, Inc. to provide a locomotive work car, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and she is hereby authorized to enter into a contract with Geismar North America, Inc. to provide a locomotive work car.

Section 3. This procurement will be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to, Capital Grant OH-2020-044-5337, in an amount not to exceed \$3,291,204.80 (\$2,632,963.84 in federal funds which represents 80% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority, contingent upon compliance by the contractor to the Specifications and Addenda thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements; and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Geismar North America, Inc. will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT 19.27 – HAYDEN GARAGE HVAC REPLACEMENT VENDOR: THE JOHN F. GALLAGHER PLUMBING COMPANY AMOUNT: \$402,480.00	Resolution No.: 2022-34
	Date: April 21, 2022
	Initiator: Engineering & Project Development
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract to provide construction services for Project 19.27 –Hayden Garage HVAC Replacement.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The work to be performed under this contract includes, but is not limited to, the replacement of two (2) existing roof top HVAC units, twenty-two (22) VAV boxes, installation of a new Building Management System, installation of a Bipolar Ionization System, and cleaning of associated ductwork.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the GCRTA Procurement website and advertised in the local newspapers. Twenty-one (21) interested parties, including potential subcontractors, downloaded the solicitation package. Three (3) responsive bids were received and opened on March 3, 2022, as follows:

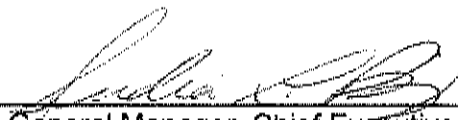
Company Name	Total Base Bid
The John F. Gallagher Plumbing Company	\$402,480.00
CRS Metalworx, Inc.	\$411,000.00
Miller Plumbing & Heating Company	\$439,000.00
Trane U.S. Inc.	\$509,200.00

The Basis of Award is the lowest responsive bid from a responsible bidder for the Total Base Bid price. The John F. Gallagher Plumbing Company was determined to be a responsible bidder. The Total Base Bid price of \$402,480.00 from The John F. Gallagher Plumbing Company is 46.56% less than the Engineer's Estimate of \$753,174.00.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 17% DBE goal was established for this procurement. The John F. Gallagher Plumbing Company has committed to achieving the DBE participation goal through the utilization of United Electrical Systems (Female-owned) in the amount of \$68,422.00 or 17%.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grant OH-2021-050-307 5307, for a total contract amount not to exceed \$402,480.00 (\$321,984.00 in federal funds which represents 80% of total cost).

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will allow for the continued degradation of the two (2) HVAC units.
- 8.0 RECOMMENDATION: It is recommended that the bid of The John F. Gallagher Plumbing Company be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-34

AUTHORIZING CONTRACT NO. 2022-001 WITH THE JOHN F. GALLAGHER PLUMBING COMPANY FOR PROJECT 19.27 – HAYDEN GARAGE HVAC REPLACEMENT, AS SPECIFIED AND AS REQUIRED, IN AN AMOUNT NOT TO EXCEED \$402,480.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Authority deems it necessary to acquire construction services, as required, under Project 19.24 – Hayden Garage HVAC Replacement; and

WHEREAS, the bid of The John F. Gallagher Plumbing Company, located at 36360 Lakeland Blvd., Eastlake, Ohio 44095, was received on March 3, 2022 in an amount not to exceed \$402,480.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of The John F. Gallagher Plumbing Company to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the bid of The John F. Gallagher Plumbing Company for Project 19.27 – Hayden Garage HVAC Replacement, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with The John F. Gallagher Plumbing Company for Project 19.27 – Hayden Garage HVAC Replacement.

Section 3. This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grant OH-2021-050-307 5307, for a total contract amount not to exceed \$402,480.00 (\$321,984.00 in federal funds which represents 80% of total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the Specifications and Addenda, thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements; and all applicable laws relating to the contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that The John F. Gallagher Plumbing Company will attempt to exceed the 17% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: EZFARE MOBILE TICKETING SOLUTION VENDOR: MASABI LLC AMOUNT: NTE \$2,700,000.00	Resolution No.: 2022-35
	Date: April 21, 2022
	Initiator: Intelligent Transportation Systems
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to participate in an intergovernmental cooperative purchasing agreement for a mobile ticketing solution through the NEORide Regional Council of Governments.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has been utilizing its current mobile ticketing solution since 2016. The current provider will be ending its mobile ticketing business at the end of 2022. GCRTA is seeking to participate in the interagency agreement available through the NEORide Regional Council of Governments, which will provide a comprehensive mobile fare collection solution to replace its current expiring solution. NEORide issued a competitive RFP in March 2018 for a joint mobile ticketing solution to be used by its member transit agencies. The RFP was ultimately awarded to Masabi LLC. The solution will provide backend, cloud based software, a cloud based customer portal, and a mobile application that provides both visual and electronic validation on approximately 487 Authority vehicles. The solution is to include future capability for smart card implementation, a user portal, backend internal portal, validator hardware, and integration with the Authority's CAD/AVL software.
- 3.0 **PROCUREMENT BACKGROUND:** Section 306.43(J) of the Ohio Revised Code authorizes the Authority to enter into intergovernmental cooperative purchasing agreements. GCRTA entered into an interagency agreement with NEORide Regional Council of Governments, as authorized by Resolution No. 2019-99 and approved on September 24, 2019, and NEORide Regional Council of Governments has entered into the cooperative purchasing agreement with Masabi LLC. Pursuant to the Authority's membership in the interagency agreement, GCRTA has negotiated the proposed EZFare Mobile Ticketing solution with Masabi LLC. The offer from Masabi LLC to provide the EZFare mobile ticketing solution for a total negotiated amount not to exceed \$2,700,000.00 was determined to be fair and reasonable to the Authority.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or set DBE participation goals on governmental contracts or Interagency Agreements.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** The contract will be funded through the RTA Development Fund, Intelligent Transportation Systems Department budget, in an amount not to exceed \$2,700,000.00.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the implementation of initiating a new, robust, and scalable mobile ticketing solution that leverages interlinking neighboring transit agencies with riders utilizing the same solution.

- 8.0 RECOMMENDATION: This project was discussed by the Board of Trustees at the April 12, 2022 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of Masabi LLC be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2022-35

AUTHORIZING CONTRACT NO. 2022-018 WITH MASABI LLC TO PROVIDE THE EZFARE MOBILE TICKETING SOLUTION FOR AN AMOUNT NOT TO EXCEED \$2,700,000.00 (RTA DEVELOPMENT FUND, INTELLIGENT TRANSPORTATION SYSTEMS DEPARTMENT BUDGET)

WHEREAS, the Authority requires a replacement for its current mobile ticketing platform that will be ending December 31, 2022; and

WHEREAS, the Authority has entered into an intergovernmental cooperative purchasing agreement with NEORide Council of Governments, as authorized by the Board of Trustees under Resolution No. 2019-099; and

WHEREAS, the NEORide Council of Governments has an existing agreement with Masabi LLC, located at 1330 Avenue of the Americas, Suite 23A, New York, NY 10019, to offer its member transit agencies the EZFare mobile ticketing solution; and

WHEREAS, the offer from Masabi LLC is made available through the NEORide Council of Governments' interagency agreement in an amount not to exceed \$2,700,000.00; and

WHEREAS, Ohio Revised Code Section 306.43(J) authorizes the Authority to enter into intergovernmental purchasing agreements; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Masabi LLC, to provide the EZFare mobile ticketing solution through the NEORide Council of Governments' interagency agreement, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Masabi LLC to provide the EZFare mobile ticketing solution to the Authority be and the same is hereby accepted.

Section 2. The General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Masabi LLC to provide said services.

Section 3. The contract will be funded through the RTA Development Fund, Intelligent Transportation Systems Department budget, for an amount not to exceed \$2,700,000.00.

Section 4. That said contract shall be binding upon and an obligation of the Authority, contingent upon compliance by the contractor with the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer



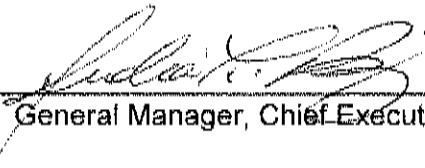
TITLE/DESCRIPTION: CONTRACT: KRONOS ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL VENDOR: KRONOS INCORPORATED AMOUNT: NTE \$135,800.91 FOR A ONE YEAR PERIOD	Resolution No.: 2022-36 Date: April 21, 2022 Initiator: Innovation and Technology Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to renew a sole source contract for annual software subscription and support of Kronos applications and equipment for a period of one year.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has been utilizing Kronos software technology and applications since 1998. Annual maintenance, licensing, and support are required to maintain the Kronos applications and equipment (time clocks). Kronos is a companion product for payroll processing. Kronos technology and applications are proprietary products designed exclusively by Kronos Incorporated.
- 3.0 **PROCUREMENT BACKGROUND:** This contract for maintenance and support services is exempted from competitive bidding under Section 306.43(H)(3) of the Ohio Revised Code. Kronos applications are proprietary, making them the only source authorized to provide licensing and maintain the system. After negotiations, Kronos Incorporated offered to provide subscription support for the Kronos software products for a negotiated amount not to exceed \$135,800.91 for a one-year period. This total is approximately 1% below the project estimate of \$137,000.00. The Innovation and Technology Department reviewed the offer for adherence to technical scope.

 A price analysis has been performed and the Procurement Department has determined that the price is fair and reasonable to the Authority.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE participation goal was established for this procurement because it is for the maintenance of proprietary software, which work is limited and exclusive to the original provider and installer by agreement.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** The contract will be funded through the General Fund, Innovation and Technology Department budget, in an amount not to exceed \$135,800.91 for a period of one year.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would leave the Kronos software applications unlicensed, unsupported and would jeopardize the functionality of critical HR/Payroll systems vital to the organization.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of Kronos Incorporated be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.

9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-36

AUTHORIZING CONTRACT NO. 2022-031 WITH KRONOS INCORPORATED TO PROVIDE KRONOS ANNUAL SUBSCRIPTION AND SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$135,800.91 (GENERAL FUND, INNOVATION AND TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Authority currently utilizes Kronos-licensed products for human resources management and payroll processing; and

WHEREAS, annual subscription and support are required to use and maintain this software application; and

WHEREAS, these services are available from Kronos Incorporated, located at 900 Chelmsford Street, Lowell, MA 01851, the original licensor of these products; and

WHEREAS, the Ohio Revised Code, Section 306.43(H)(3) provides that competitive bidding is not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services or systems, or for the upgrade of such equipment, services or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, Kronos Incorporated has offered to provide said subscription and support at a negotiated amount not to exceed \$135,800.91 for a period of one year; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Kronos Incorporated, as negotiated, to provide maintenance and support services for the Kronos software applications, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Kronos Incorporated, as negotiated, to provide software maintenance and support services for a period of one year, be and the same is hereby accepted.

Section 2. The General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Kronos Incorporated to provide said services.

Section 3. The contract will be funded through the General Fund, Innovation and Technology Department budget, in an amount not to exceed \$135,800.91 for a period of one year.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor with the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Kronos Incorporated will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

President


Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: REPEALING CHAPTER 636 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2022-37
	Date: April 21, 2022
	Initiator: Administration & External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will repeal Chapter 636 Sexual Harassment of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority. Chapter 636 is no longer needed because the same subject is covered in Section 642.03, which is being updated pursuant to a separate resolution.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Adoption of the resolution will remove Chapter 636, which is obsolete.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a Code that contains two conflicting policies on the same subject.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 12, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: A. Red-line of repealed Chapter 636 Sexual Harassment

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



General Manager, Chief Executive Officer

ATTACHMENT A TO STAFF SUMMARY

~~CHAPTER 636~~

~~Sexual Harassment~~

~~636.01 — Statement of policy.~~

~~636.02 — Complaint procedure.~~

CROSS REFERENCES

~~Labor standards — see 49 U.S.C.A. 1609~~

~~Sex offenses — see Ohio R.C. Ch. 2907~~

~~Ethnic intimidation — see Ohio R.C. 2927.12~~

~~Threatening or harassing telephone calls — see
Ohio R.C. 2917.21; 4931.31~~

~~636.01 — STATEMENT OF POLICY.~~

~~(a) — Federal and State law provides that it shall be an unlawful discriminatory practice for any employer, because of the sex of any person, to discharge without just cause, to refuse to hire or otherwise to discriminate against that person with respect to any matter directly or indirectly related to employment. Harassment of any employee on the basis of sex violates the law.~~

~~(b) — It is the policy of the Greater Cleveland Regional Transit Authority that sexual harassment in the workplace is unacceptable and will not be tolerated.~~

~~(c) — To help clarify what sexual harassment is, the Federal Equal Employment Opportunity Commission has issued guidelines on the subject. Those guidelines state that unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature will constitute sexual harassment when:~~

~~(1) — Submission to sexual conduct is an explicit or implicit term or condition of an individual's employment;~~

~~(2) — Submission to or rejection of sexual conduct by an individual is the basis for any employment decision affecting that individual; or~~

~~(3) — Sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment. Sexual harassment can be committed by a person of either sex against a person of the opposite or same sex, can occur in any workplace relationship and can occur during or outside of work hours. Sexual harassment can include, but is not limited to, sexually oriented jokes or comments and verbal "kidding" or "teasing", gender biased comments, subtle pressure for~~

~~sexual activity, physical contact such as patting, pinching or brushing against another's body, and sexually explicit or suggestive posters, calendars or other publications in the workplace.~~

~~(d) The Authority will not tolerate any form of sexual harassment or gender discrimination in the workplace, including acts of non employees. Disciplinary action shall be taken promptly against any and all employees, including all employees with supervisory responsibilities, engaging in sexual harassment and/or gender discrimination.~~

~~(e) All employees of the Authority (management and non management) are expected to avoid any behavior or conduct toward any other employee that could be interpreted as sexual harassment and/or gender discrimination.~~

~~(f) All management and supervisory personnel shall notify the Authority's Office of Small Business and Employment Opportunity immediately upon becoming aware of sexual harassment or gender discrimination.~~

~~(g) Employees are encouraged to consult the Affirmative Action Counselor assigned to their department and shall directly contact the Office of Small Business and Employment Opportunity should they have any questions related to sexual harassment and/or gender discrimination or wish to confidentially discuss a situation related to sexual harassment and/or gender discrimination. The Office of Small Business and Employment Opportunity will formally investigate all allegations. (Res. 1999-11. Passed 1-19-99.)~~

~~636.02 COMPLAINT PROCEDURE.~~

~~The following complaint procedure is applicable to situations where an employee believes that he or she has been subjected to sexual harassment and/or gender discrimination at the workplace:~~

~~(a) Filing a Complaint. Any employee who feels he or she has been the victim of sexual harassment and/or gender discrimination shall contact the Authority's Office of Small Business and Employment Opportunity at (216) 566-5044 immediately upon the occurrence of the incident. This report can be oral or written, but a written and signed statement of the complaint must be submitted to the Office of Small Business and Employment Opportunity at 1240 West 6th Street, Cleveland, Ohio 44113, by the complaining employee as soon as practicable, but not to exceed five working days from the occurrence of the incident.~~

~~(b) Filing a Response. Upon notice of the initial report, the Office of Small Business and Employment Opportunity will contact the person who allegedly engaged in the sexual harassment and/or gender discrimination and inform him or her of the basis of the complaint and afford the individual the opportunity to~~

~~respond. That person will then be required to fill out a written statement as soon as practicable, but not to exceed five working days.~~

~~If the person against whom the complaint of sexual harassment is filed fails to respond to the complaint, the complaint will be taken as true, and the appropriate disciplinary measure will be taken.~~

~~(c) — Investigation. An investigation is immediately initiated by the Office of Small Business and Employment Opportunity upon receipt of any report of sexual harassment and/or gender discrimination. This investigation includes, but is not limited to, the interviewing of witnesses or any other person who may have information regarding the alleged harassment.~~

~~(d) — Confidentiality. Every effort will be made to ensure the confidentiality of the investigation. However, due to the nature of the investigation, complete confidentiality cannot be guaranteed. The employees involved are, however, expected to maintain confidentiality. Moreover, the confidential files will be maintained in a secure locked location in the Office of Small Business and Employment Opportunity.~~

~~(e) — Protection Against Retaliation. This Policy prohibits retaliation in any way against anyone who has complained in good faith about discrimination or harassment, whether the complaint relates to conduct directed at that individual or another. Any person found to have retaliated against another individual for reporting discrimination or harassment will be subject to the same disciplinary process provided under this policy.~~

~~(f) — Determination of Disciplinary Action; Results of Investigation. — All matters concerning discipline in connection with sexual harassment will be reviewed by a committee comprised of Legal, Labor Relations and Office of Small Business and Employment Opportunity representatives, who will be responsible for determining appropriate disciplinary action. Such determination shall be made in consultation with the supervisor or applicable department director. In the event consensus cannot be reached by the committee, the matter will then be referred to the General Manager/Secretary Treasurer.~~

~~The person filing the complaint and the person alleged to have committed the offense shall be informed of the results of the investigation.~~

~~(Res. 1999-11. Passed 1-19-99.)~~

RESOLUTION NO. 2021-37

REPEALING CHAPTER 636 OF THE CODIFIED RULES AND REGULATIONS
OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Chapter 636 Sexual Harassment should be repealed.

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

Section 1. That Chapter 636 Sexual Harassment is hereby repealed in its entirety.

Section 2. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Adopted: April 26, 2022

President

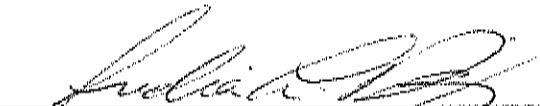
Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: AMENDING SECTION 620.01 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2022-38
	Date: April 21, 2022
	Initiator: Administration & External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will amend Section 620.01, Adoption of Affirmative Action Plan, of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority. The proposed amendment describes the Federal Transit Administration's requirement, the Authority's plan and the Authority's practice of presenting the plan to the Board of Trustees ("Board") for adoption and reporting progress towards goals to the Board on a quarterly basis.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Adoption of the resolution will update the Code to provide a clear description of the Authority's affirmative action plan and the process for adopting and implementing it.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that does not clearly describe the Authority's affirmative action plan.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 12, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: A. Red-line of proposed amendments to Section 620.01

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



 General Manager, Chief Executive Officer

ATTACHMENT A TO STAFF SUMMARY

620.01 ADOPTION OF AFFIRMATIVE ACTION PLAN.

- (a) In accordance with Federal Transit Administration (“FTA”) Circular 4704.1, The Authority is not to discriminate against any employee or applicant because of race, color, religion, sex, disability, age, or national origin. FTA requires grant recipients such as the Authority to submit a written affirmative action plan every four years. The Authority’s Affirmative Action Plan is presented to the Board of Trustees for adoption prior to submission to FTA.
- (b) The Affirmative Action Plan is the Authority’s written commitment to equality of opportunity in its employment practices as well as in its practices with vendors, contractors, and suppliers. This plan is an effort to overcome the effects of past discrimination on minorities and women.
- (c) The Affirmative Action Plan sets forth goals, timetables and details action-oriented programs which will be undertaken to not only ensure equal employment opportunity, but will facilitate the recruitment, hiring, and promotion of members of protected classes who are not sufficiently represented in the Authority’s workforce. The ultimate goal of these efforts will be parity, the representation of minorities and women at all levels in the work force commensurate with their availability in the appropriate external labor market. In addition, interim numerical goals will be set and periodic evaluations of these goals will be performed. The Authority’s progress towards Affirmative Action Plan goals is reported quarterly to the Board of Trustees.

~~(a) The Affirmative Action Plan for the Greater Cleveland Regional Transit Authority, a copy of which is attached to original Resolution 1981-273, passed September 15, 1981, and revised and updated by Resolution 1991-150, passed July 23, 1991, Resolution 1993-88, passed May 18, 1993, Resolution 1993-190, passed November 16, 1993, Resolution 1996-123, passed October 1, 1996, Resolution 2002-120, passed June 18, 2002, Resolution 2004-112, passed August 17, 2004, and Resolution 2005-51, passed April 19, 2005 is incorporated fully herein and made a part of this section and is hereby adopted as a policy of the Authority. (Res. 1981-273. Passed 9-15-81; Res. 1991-150. Passed 7-23-91; Res. 1993-88. Passed 5-18-93; Res. 1993-190. Passed 11-16-93; Res. 1996-123. Passed 10-1-96; Res. 1999-114. Passed 8-24-99; Res. 2002-120. Passed 6-18-02; Res. 2004-122. Passed 8-17-04; Res. 2005-51. Passed 4-19-05.)~~

~~(b) The Triennial Update of the Affirmative Action Program for 2015-2017 for the Greater Cleveland Regional Transit Authority, a copy of which is attached to original Resolution 2015-76, passed July 28, 2015, is hereby adopted. (Res. 1999-114. Passed 8-24-99; Res. 2013-123. Passed 12-17-13; Res. 2015-76. Passed 7-28-15.)~~

(Res. 1981-273. Passed 9-15-81; Res. 1991-150. Passed 7-23-91; Res. 1993-88. Passed 5-18-93; Res. 1993-190. Passed 11-16-93; Res. 1996-123. Passed 10-1-96; Res. 1999-114. Passed 8-24-99; Res. 2002-120. Passed 6-18-02; Res. 2004-122. Passed 8-17-04; Res. 2005-51. Passed 4-19-05. Res. 2013-123. Passed 12-17-13; Res. 2015-76. Passed 7-28-15. Res. 2022-XXX. Passed 4-XX-22.)

RESOLUTION NO. 2022-38

AMENDING SECTION 620.01 OF THE CODIFIED RULES AND
REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Section 620.01, Adoption of Affirmative Action Plan should be updated to describe the Authority's plan and the process for adopting and implementing it more clearly.

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

Section 1. That Section 620.01, Adoption of Affirmative Action Plan is hereby amended to read as specified in Attachment A hereto.

Section 2. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Attachment: A. Section 620.01, Adoption of Affirmative Action Plan

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

ATTACHMENT A TO RESOLUTION

620.01 ADOPTION OF AFFIRMATIVE ACTION PLAN.

- (a) In accordance with Federal Transit Administration (“FTA”) Circular 4704.1, The Authority is not to discriminate against any employee or applicant because of race, color, religion, sex, disability, age, or national origin. FTA requires grant recipients such as the Authority to submit a written affirmative action plan every four years. The Authority’s Affirmative Action Plan is presented to the Board of Trustees for adoption prior to submission to FTA.
- (b) The Affirmative Action Plan is the Authority’s written commitment to equality of opportunity in its employment practices as well as in its practices with vendors, contractors, and suppliers. This plan is an effort to overcome the effects of past discrimination on minorities and women.
- (c) The Affirmative Action Plan sets forth goals, timetables and details action-oriented programs which will be undertaken to not only ensure equal employment opportunity, but will facilitate the recruitment, hiring, and promotion of members of protected classes who are not sufficiently represented in the Authority’s workforce. The ultimate goal of these efforts will be parity, the representation of minorities and women at all levels in the work force commensurate with their availability in the appropriate external labor market. In addition, interim numerical goals will be set and periodic evaluations of these goals will be performed. The Authority’s progress towards Affirmative Action Plan goals is reported quarterly to the Board of Trustees.

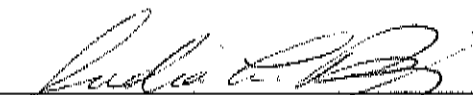
(Res. 1981-273. Passed 9-15-81; Res. 1991-150. Passed 7-23-91; Res. 1993-88. Passed 5-18-93; Res. 1993-190. Passed 11-16-93; Res. 1996-123. Passed 10-1-96; Res. 1999-114. Passed 8-24-99; Res. 2002-120. Passed 6-18-02; Res. 2004-122. Passed 8-17-04; Res. 2005-51. Passed 4-19-05. Res. 2013-123. Passed 12-17-13; Res. 2015-76. Passed 7-28-15. Res. 2022-XXX. Passed 4-XX-22.)



TITLE/DESCRIPTION: AMENDING SECTIONS 642.01, 642.02, 642.03 AND 642.04 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2022-39
	Date: April 21, 2022
	Initiator: Administration & External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will amend Sections 642.01 Equal Opportunity/Affirmative Action, 642.02 Non-harassment & Retaliation, 642.03 Sexual Harassment and 642.04 Americans With Disabilities Act of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority. The proposed amendments will bring the policies up to date with current equal employment opportunity law.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Adoption of the resolution will bring the Authority's equal employment opportunity policies up to date with current law.
- 6.0 **ECONOMIC IMPACT:** Does not apply.
- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would result in policies that remain out of date.
- 8.0 **RECOMMENDATION:** This resolution was discussed at the April 12, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 **ATTACHMENT:** A. Red-line of proposed amendments to Sections 642.01, 642.02, 642.03 and 642.04.

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



 General Manager, Chief Executive Officer

ATTACHMENT A TO STAFF SUMMARY

EQUAL EMPLOYMENT OPPORTUNITY

642.01 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION.

(a) The Authority's program for equal employment opportunity is the written commitment to ensure equality of opportunity in its own employment practices as well as for its vendors, contractors and suppliers.

(b) Specifically, it is the policy of the Authority that all terms and conditions of employment, including, but not necessarily limited to, recruitment, appointments, promotion, compensation, benefits, transfers, training, and educational opportunities, will be administered without regard to race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information, or disability, provided said disability does not inhibit essential job performance of the essential functions of the job. Further, it is the Authority's intent to comply with appropriate Federal-federal and State state laws, rules, and regulations pertaining to the treatment of minorities, women, disabled persons, and Vietnam-era veterans members of all protected classes in all facets of the Authority's activities.

(c) Direct responsibility for development and implementation of the Authority's Equal Opportunity Program lies with the Deputy General Manager, Legal Affairs, who reports to the CEO, General Manager/Secretary-Treasurer/Civil Rights Officer and General Manager, CEO; and the Deputy General Manager of Administration and External Affairs. ~~—However, a~~ All administrative personnel management and supervisors-supervisory personnel are expected to cooperate in this effort, ~~and their performance relative to ensuring equal employment opportunity will be evaluated just as their performance is in other areas of responsibility.~~ Ensuring equal employment opportunity across the Authority will be evaluated equally alongside all other performance metrics for management and supervisory personnel.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.01)

642.02 NON-HARASSMENT & RETALIATION.

(a) ~~The GCRTA~~ The Authority is committed to providing a professional work environment free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive. The GCRTA Authority will not tolerate any form of harassment in the workplace, including acts ~~by or toward~~ or by non-employees.

(b) Federal and state laws prohibit employers from discriminating against employees because of race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information or disability. No employee is to be retaliated against for filing a complaint based on a

belief that they or another person have been discriminated against and/or harassed in some manner.

(~~cb~~) All GCRTA employees are expected to avoid any behavior or conduct toward any other employee-person that could be interpreted as unlawful harassment. The use ~~by employees~~ of disparaging or insulting references due to ~~age, race, gender, color, creed, sex or physical impairment~~ race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information or disability is prohibited. Such comments will be considered disparaging and injurious to the well-being of affected employees/~~non-employees~~ and disparaging to all employees in our workforce and non-employees. Disciplinary action, up to and including discharge, may be taken against any ~~and all employees~~ engaging in unlawful harassment.

(~~de~~) It is the policy of ~~GCRTA~~ the Authority that employees who, in good faith, report alleged violations of ~~this policy or any of GCRTA's~~ the Authority's Equal Employment Opportunity ("EEO") policies or any other equal opportunity policies will not be ~~the~~ subjected to reprisals or other punishment as a consequence of reporting the alleged violation.

(~~ed~~) All management and/~~or~~ supervisory personnel shall notify the Authority's Office of Equal Opportunity immediately upon becoming aware of any suspected unlawful harassment or discrimination.

(~~fe~~) Employees should contact the Office of Equal Opportunity if they have any questions or wish to confidentially discuss any situations related to harassment and/or discrimination ~~or wish to confidentially discuss a situation related to harassment and/or discrimination~~. The Office of Equal Opportunity will formally investigate all allegations.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.02)

642.03 ~~WORKPLACE AND~~ SEXUAL HARASSMENT.

~~(a) Federal and State laws prohibit employers from discriminating against employees because of race, color, religion, sex, national origin, disability, age, or ancestry. No employee is to be retaliated against for filing a complaint based on a belief that they have been discriminated against or harassed in some manner.~~

(~~ab~~) It is the policy of the ~~Greater Cleveland Regional Transit~~ Authority that sexual harassment in the workplace is unacceptable and will not be tolerated.

(~~be~~) ~~To help clarify what sexual harassment is, t~~The Federal Equal Employment Opportunity Commission has issued guidelines on the subject defining sexual harassment. Those guidelines state that unwelcome sexual advances,

requests for sexual favors, and other verbal or physical conduct of a sexual nature will constitute sexual harassment when:

- (1) Submission to or rejection of sexual conduct is an explicit or implicit term or condition of an individual's employment explicitly or implicitly affects an individual's employment;
- (2) ~~Submission to or rejection of sexual conduct by an individual is the basis for any employment decision affecting that individual unreasonably interferes with an individual's work performance; or~~
- (3) ~~Sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment. Sexual harassment can be committed by a person of either sex against a person of the opposite or same sex, can occur in any workplace relationship and can occur during or outside of work hours. Sexual harassment can include, but is not limited to, sexually oriented jokes or comments and verbal "kidding" or "teasing", gender biased comments, subtle pressure for sexual activity, physical contact such as patting, pinching or brushing against another's body, and sexually explicit or suggestive posters, calendars, electronic communications, or other publications in the workplace.~~Submission to or rejection of sexual conduct creates an intimidating, hostile or offensive work environment.

(cd)– The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee, such as a vendor or customer. Sexual harassment can be committed by a person of either sex against a person of the opposite or same sex. Sexual harassment can occur during or outside of work hours. Sexual harassment can include, but is not limited to, sexually oriented jokes; comments; verbal "kidding" or "teasing;" subtle pressure for sexual activity; physical contact such as patting, pinching, or brushing against another's body; and sexually explicit or suggestive posters, calendars, electronic communications, social media, and/or other publications in the workplace.

(d) The Authority will not tolerate any form of sexual harassment or gender discrimination in the workplace, including acts by or of non-employees. Disciplinary action up to and including discharge shall be taken promptly against any and all employees, including all employees with supervisory responsibilities, engaging in sexual harassment and/or gender discrimination.

(e) All employees of the Authority ~~(management and non-management)~~ are expected to avoid any behavior or conduct toward any other employee person that could be interpreted as sexual harassment ~~and/or gender discrimination.~~

(f) All management and/or supervisory personnel ~~shall~~ are required to notify the Authority's Office of Equal Opportunity immediately upon becoming aware of sexual harassment ~~or gender discrimination~~.

(g) Employees should contact the Office of Equal Opportunity if they have any questions or wish to confidentially discuss a situation related to sexual harassment ~~and/or gender discrimination or wish to confidentially discuss a situation related to sexual harassment and/or gender discrimination~~. The Office of Equal Opportunity will formally investigate all allegations.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.03)

642.04 AMERICANS WITH DISABILITIES ACT.

(a) The Americans with Disabilities Act Amendments Acts of 2008 (“ADAAA”), Americans with Disabilities Act (“ADA”) of 1990, ~~and~~ the Rehabilitation Act of 1973, and state law prohibit discrimination against a qualified individual with a disability in regards to the terms, conditions, and privileges of employment. This prohibition covers all aspects of the employment process, including, but not limited to, application, testing, hiring, evaluation, training, promotion, discipline, termination, and benefits.

(b) The Authority will provide reasonable accommodations to any qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on the Authority. A reasonable accommodation is any modification or adjustment to a job, an employment practice, or the work environment that makes it possible for an individual with a disability to enjoy equal employment opportunity. Under the ADA and ADAAA, the Authority is not required to provide the exact accommodation an employee requests so long as the accommodation provided makes it possible for the employee to perform the essential functions of their job.

(c) ~~Generally, it~~ is the responsibility of the individual with a disability to inform the Authority that an accommodation is needed. In compliance with the ~~Americans with Disabilities Act~~, an employee can request an accommodation through ~~either~~ the Office of Employment Opportunity ~~or Medical services~~. Requests for an accommodation will be considered in light of the legal standards set forth in the ADA and ADAAA, as well as all other applicable federal and state laws and regulations/statutes.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05; Res. 2009-24.

Passed

4-21-09. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.04)

RESOLUTION NO. 2022-39

AMENDING SECTIONS 642.01, 642.02, 642.03 AND 642.04 OF THE
CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Sections 642.01 Equal Opportunity/Affirmative Action, 642.02 Non-harassment & Retaliation, 642.03 Sexual Harassment and 642.04 Americans With Disabilities Act should be updated to bring these policies up to date with current equal employment opportunity law.

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

Section 1. That Sections 642.01 Equal Opportunity/Affirmative Action, 642.02 Non-harassment & Retaliation, 642.03 Sexual Harassment and 642.04 Americans With Disabilities Act are hereby amended to read as specified in Attachment A hereto.

Section 2. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Attachment: A. Sections 642.01 Equal Opportunity/Affirmative Action, 642.02 Non-harassment & Retaliation, 642.03 Sexual Harassment and 642.04 Americans With Disabilities Act.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

ATTACHMENT A TO RESOLUTION

EQUAL EMPLOYMENT OPPORTUNITY

642.01 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION.

(a) The Authority's program for equal employment opportunity is the written commitment to ensure equality of opportunity in its own employment practices as well as for its vendors, contractors and suppliers.

(b) Specifically, it is the policy of the Authority that all terms and conditions of employment, including, but not necessarily limited to, recruitment, appointments, promotion, compensation, benefits, transfers, training, and educational opportunities, will be administered without regard to race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information, or disability, provided said disability does not inhibit performance of the essential functions of the job. Further, it is the Authority's intent to comply with appropriate federal and state laws, rules, and regulations pertaining to the treatment of members of all protected classes in all facets of the Authority's activities.

(c) Direct responsibility for development and implementation of the Authority's Equal Opportunity Program lies with the Civil Rights Officer and General Manager, CEO; and the Deputy General Manager of Administration and External Affairs. All management and supervisory personnel are expected to cooperate in this effort. Ensuring equal employment opportunity across the Authority will be evaluated equally alongside all other performance metrics for management and supervisory personnel.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.01)

642.02 NON-HARASSMENT & RETALIATION.

(a) The Authority is committed to providing a professional work environment free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive. The Authority will not tolerate any form of harassment in the workplace, including acts toward or by non-employees.

(b) Federal and state laws prohibit employers from discriminating against employees because of race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information or disability. No employee is to be retaliated against for filing a complaint based on a belief that they or another person have been discriminated against and/or harassed in some manner.

(c) All GCRTA employees are expected to avoid any behavior or conduct toward any other person that could be interpreted as unlawful harassment. The use of disparaging or insulting references due to race, color, religion, sex, gender, gender identity, sexual orientation, national origin or ancestry, age, military status, genetic information or disability is prohibited. Such comments will be considered disparaging and injurious to the well-being of affected employees/non-employees. Disciplinary action, up to and including discharge, may be taken against any employee engaging in unlawful harassment.

(d) It is the policy of the Authority that employees who, in good faith, report alleged violations of the Authority's Equal Employment Opportunity policies or any other equal opportunity policies will not be subjected to reprisals or other punishment as a consequence of reporting the alleged violation.

(e) All management and supervisory personnel shall notify the Authority's Office of Equal Opportunity immediately upon becoming aware of any suspected unlawful harassment or discrimination.

(f) Employees should contact the Office of Equal Opportunity if they have any questions or wish to confidentially discuss any situations related to harassment and/or discrimination. The Office of Equal Opportunity will formally investigate all allegations.

(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.02)

642.03 SEXUAL HARASSMENT.

(a) It is the policy of the Authority that sexual harassment in the workplace is unacceptable and will not be tolerated.

(b) The Federal Equal Employment Opportunity Commission has issued guidelines defining sexual harassment. Those guidelines state that unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature will constitute sexual harassment when:

- (1) Submission to or rejection of sexual conduct explicitly or implicitly affects an individual's employment;
- (2) Submission to or rejection of sexual conduct unreasonably interferes with an individual's work performance; or
- (3) Submission to or rejection of sexual conduct creates an intimidating, hostile or offensive work environment.

(c) The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee, such as a vendor or customer. Sexual harassment can be committed by a person of either sex against a person of the

opposite or same sex. Sexual harassment can occur during or outside of work hours. Sexual harassment can include, but is not limited to, sexually oriented jokes; comments; verbal "kidding" or "teasing;" subtle pressure for sexual activity; physical contact such as patting, pinching, or brushing against another's body; and sexually explicit or suggestive posters, calendars, electronic communications, social media, and/or other publications in the workplace.

(d) The Authority will not tolerate any form of sexual harassment in the workplace, including acts by non-employees. Disciplinary action up to and including discharge shall be taken promptly against any employee engaging in sexual harassment.

(e) All employees of the Authority are expected to avoid any behavior or conduct toward any other person that could be interpreted as sexual harassment.

(f) All management and supervisory personnel are required to notify the Authority's Office of Equal Opportunity immediately upon becoming aware of sexual harassment.

(g) Employees should contact the Office of Equal Opportunity if they have any questions or wish to confidentially discuss a situation related to sexual harassment. The Office of Equal Opportunity will formally investigate all allegations. (Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.03)

642.04 AMERICANS WITH DISABILITIES ACT.

(a) The Americans with Disabilities Act Amendments Act of 2008 ("ADAAA"), Americans with Disabilities Act ("ADA") of 1990, the Rehabilitation Act of 1973, and state law prohibit discrimination against a qualified individual with a disability in regards to the terms, conditions, and privileges of employment. This prohibition covers all aspects of the employment process including, but not limited to, application, testing, hiring, evaluation, training, promotion, discipline, termination, and benefits.

(b) The Authority will provide reasonable accommodations to any qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on the Authority. A reasonable accommodation is any modification or adjustment to a job, an employment practice, or the work environment that makes it possible for an individual with a disability to enjoy equal employment opportunity. Under the ADA and ADAAA, the Authority is not required to provide the exact accommodation an employee requests so long as the accommodation provided makes it possible for the employee to perform the essential functions of their job.

(c) It is the responsibility of the individual with a disability to inform the Authority that an accommodation is needed. In compliance with the ADA, an employee can request an accommodation through the Office of Employment Opportunity. Requests for an accommodation will be considered in light of the legal standards set forth in the ADA and ADAAG, as well as all other applicable federal and state laws and regulations.

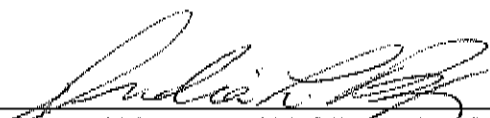
(Res. 2001-119. Passed 8-21-01; Res. 2005-166. Passed 11-15-05; Res. 2009-24. Passed 4-21-09. Res. 2022-XXX. Passed 04-XX-2022. Ref. PP 200.04)



TITLE/DESCRIPTION:		Resolution No.:
CONTRACT:	PROJECT GRANT AGREEMENT FOR FY2020 BUILD GRANT	2022-40
		Date:
		April 21, 2022
VENDOR:	UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)	Initiator:
		Engineering & Project Development
AMOUNT:	\$15,000,000.00	
ACTION REQUEST:		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 PURPOSE/SCOPE: This resolution seeks Board approval to authorize the execution of the Project Grant Agreement (PGA) for the FY2020 BUILD Grant awarded for the Rail Car Replacement Program – Phase I.
- 2.0 DESCRIPTION/JUSTIFICATION: On May 20, 2020, GCRTA submitted a BUILD Grant application to partially fund the manufacturing and delivery of new rail cars to replace our current Heavy Rail Vehicles (HRV) serving the Red Line. On September 16, 2020, the USDOT recommended a BUILD Grant award of \$15 million for our Rail Car Replacement Program – Phase I. The draft PGA was developed with input from USDOT, FTA Region 5, and GCRTA staff, and is ready for execution. The PGA reflects the current scope of work, schedule, budget and performance measurements for the replacement of the HRV fleet.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The \$15 million BUILD Grant award is committed toward the manufacturing and delivery of the new HRV vehicles within the overall Rail Car Replacement Program. The Authority’s share of the local match will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to 100% local funds in the amount of \$3,750,000.
- 7.0 ALTERNATIVES: The GCRTA can refrain from entering into the PGA with the USDOT and forego the grant award.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution authorizing the General Manager, Chief Executive Officer to execute the PGA with the USDOT.
- 9.0 ATTACHMENTS: Draft Agreement

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



 General Manager, Chief Executive Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Greater Cleveland Regional Transit Authority (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the Rail Car Replacement Program – Phase I.

The parties therefore agree to the following:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2020 BUILD Transportation Grants Program: FTA Projects,” dated April 5, 2021, which is available at: <https://www.transportation.gov/policy-initiatives/build/grant-agreements>. Articles 8–24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated May 15, 2020, and titled “Greater Cleveland Regional Transit Authority Rail Car Replacement Program – Phase I.” It

contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$15,000,000 and obligates that amount for the budget period.

2.4 Award Dates.

Budget Period End Date:	August 31, 2026
Period of Performance End Date:	August 31, 2026
Estimated Closeout Date:	December 31, 2026

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in an urban area.

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number:

[INSERT FAIN USED FOR DATA ACT REPORTING]

**Article 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project’s Statement of Work. (See Attachment A for additional details).

GCRTA’s Rail Car Replacement Program is a program, consisting of replacing aging rail cars with new state-of-the-art vehicles along with all associated costs. The program is broken into two phases. Phase I is the replacement of 40 heavy rail vehicles (HRV’s) with at least 30 new rail cars estimated at \$180 million.

The scope of Phase I includes four components:

1. Design and Inspection
2. Rail Car Manufacturing and Delivery
3. Infrastructure and Equipment Upgrades
4. Contingency

The BUILD grant will be used to partially fund the Rail Car Manufacturing and Delivery component of the Rail Car Replacement Program – Phase I.

3.2 Project’s Estimated Schedule.

Milestone	Schedule Date
RFP for Rail Car Manufacturers Issued:	October 11, 2021
Proposals for Rail Car Manufacturers Due:	March 9, 2022
Award Rail Car Manufacturer Contract:	August 23, 2022
Delivery of 1 st (Pilot) Rail Car:	March 31, 2025
Delivery of Final Rail Cars:	March 31, 2026
Complete Infrastructure and Equipment Upgrades	August 30, 2026
Begin Revenue Service with New Rail Cars:	August 31, 2026

3.3 Project’s Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$15,000,000
Other Federal Funds: (1)	\$124,500,000
State Funds: (2)	\$4,500,000
Local Funds: (3)	\$36,000,000
Total Eligible Project Cost:	\$180,000,000

- (1) FTA Section 5307 and 5337 formula funds, ODOT & NOACA STBG (FHWA flex) funds
- (2) General Revenue funding through ODOT’s Ohio Transit Preservation Partnership (OTP2) program
- (3) GCRTA local funds

**Article 4
CRITICAL MILESTONE DEADLINES**

Critical Milestone Deadlines. **None.** The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may

terminate this award under section 16.1(a) on some conditions related to the Project's estimated schedule, as listed in section 3.2.

Article 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: 0711360710000

5.2 Recipient Contact(s).

Name: Mary Flannery
Title: Grant Management Administrator
Agency: Greater Cleveland Regional Transit Authority
Address: 1240 West Sixth Street
Cleveland, Ohio 44113-1302
Phone Number: 216-356-3177
Email Address: mflannery@gcrta.org

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Name: Kelley Brookins
Title: Regional Administrator
Agency: US DOT Federal Transit Administration, Region V
Mailing Address: 200 West Adams, Suite 320
Chicago, IL 60606
Phone Number: 312.353.1654
Email Address: kelley.brookins@dot.gov

Article 6 USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: ECHO

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

Article 7
SPECIAL GRANT TERMS

There are no special terms for this award.

ATTACHMENT A STATEMENT OF WORK

GCRTA's Rail Car Replacement Program is a program, consisting of replacing aging rail cars with new state-of-the-art vehicles along with all associated costs. The program is broken into two phases. Phase I is the replacement of 40 heavy rail vehicles (HRV's) with at least 30 new rail cars estimated at \$180 million.

The scope of Phase I includes four components, described as follows:

1. Design and Inspection – This component includes the design, specifications, testing, inspection, safety certification, and other professional services required for the program. It also includes GCRTA's administrative and force account costs to manage and implement the program.
2. Rail Car Manufacturing and Delivery – This component includes the Rail Car Manufacturing contract and includes all costs the vendor will incur in the manufacture, delivery and acceptance testing prior to a minimum of 30 new cars entering revenue service. The BUILD grant will partially fund this component of Phase I, and will only be used to fund this component of the program.
3. Infrastructure and Equipment Upgrades – It is anticipated that the height, width, length and weight of the new rail cars will vary from the existing HRV fleet being replaced. This component includes design and construction of upgrades to the rail maintenance facility, equipment, rail stations, platforms, and track alignment to accommodate the new rail cars.
4. Contingency -- This component is an unallocated contingency fund included in the \$180 million budget for Phase I.

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

The following information and table supplement the budget information in section 3.3.

GCRTA has begun the design and inspection phase of the program, which is funded entirely from FTA Section 5307 and 5337 formula funds. As of December 13, 2021, \$1,112,900.49 (\$890,320.39 Federal and \$222,580.10 GCRTA Local) has been expended against grant OH-2020-044.

FTA grant OH-2020-044 also includes the NOACA funding identified below for the Rail Car Replacement Program – Phase I.

GCRTA has also executed FTA grant OH-2021-050 that includes funding for the Rail Car Replacement Program – Phase I.

	Eligible Costs				
	Design and Inspection	Rail Car Manufacturing and Delivery	Infrastructure and Equipment Upgrades	Contingency	Total
BUILD Funds:	\$0	\$15,000,000	\$0	\$0	\$15,000,000
Other Federal Funds: (1)	\$3,200,000	\$100,500,000	\$8,000,000	\$12,800,000	\$124,500,000
ODOT Funds; (2)	\$0	\$4,500,000	\$0	\$0	\$4,500,000
GCRTA Local Funds: (3)	\$800,000	\$30,000,000	\$2,000,000	\$3,200,000	\$36,000,000
Total:	\$4,000,000	\$150,000,000	\$10,000,000	\$16,000,000	\$180,000,000

- (1) Other Federal funds include Section 5307 and 5337 formula funds, ODOT & NOACA STBG (FHWA flex funds) as well as funds committed in GCRTA’s CIP that extends beyond the current TIP.
- (2) ODOT funds include General Revenue funding through ODOT’s Ohio Transit Preservation Partnership (OTP2) program, awarded for the replacement of HRV rail cars.
- (3) GCRTA Local funds are from local revenue sources in GCRTA’s Rolling Stock Replacement Reserve Fund that will be used to match all grants for the program.

2. Cost Classification Table

Cost Classification	Eligible Costs
Administrative and legal expenses	500,000
Architectural and engineering fees	3,500,000
Equipment	150,000,000
Construction	10,000,000
Contingency	16,000,000
Project Total	180,000,000

**ATTACHMENT C
PERFORMANCE MEASUREMENT TABLE**

Study Area: Performance of the rail cars that will be replacing our current Heavy Rail Vehicles (HRV's) serving the Red Line

Pre-project Measurement Date: Three years of data from January 1, 2019 – December 31, 2021

Pre-project Report Date: March 31, 2022

Project Outcomes Report Date: March 31, 2030

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Miles between service interruptions	<i>Economic Competitiveness:</i> Grantee will track and provide performance data annually for the “mean distance between major mechanical failures” consistent with our PTASP safety Performance Target for the HRV's. The current 2021 target is 12,191 miles between service interruption. The goal is to improve that target to 80,000 once the new rail cars are in service. Our pre-project report will cover calendar years 2019, 2020, and 2021.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of December 31, 2027 December 31, 2028 December 31, 2029	Baseline Measurement: Pre-project Report Date May 31, 2022 Post-construction Performance Measures: For a period of 3 years, beginning January 1, 2027
Annual maintenance	<i>State of Good Repair:</i> Grantee will track and provide performance data annually for	Baseline Measurement: Annual average,	Baseline Measurement: Pre-project Report Date May 31, 2022

<p>cost per vehicle</p>	<p>the total vehicle maintenance costs including wages, salaries, and expenses incurred during all activities keeping vehicles operational and in good repair, including administrative and clerical activities. In 2018 our costs were \$246,590 per HRV and our goal is for the costs to decrease to \$160,000 once the new rail cars are in service. Our pre-project report will cover calendar years 2019, 2020, and 2021.</p>	<p>accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of December 31, 2027 December 31, 2028 December 31, 2029</p>	<p>Post-construction Performance Measures: For a period of 3 years, beginning January 1, 2027</p>
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**ATTACHMENT D
MATERIAL CHANGES FROM APPLICATION**

The following describes all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in article 3 and Attachments A–B.

Scope: The Scope for the Phase I project has been revised to replace the existing 40 HRV’s with a minimum of 30 common rail cars capable of running on both the Heavy Rail and Light Rail systems.

Schedule: The Schedule for the Phase I project has been revised and lengthened as our first attempt to procure a rail car manufacturer was unsuccessful and resulted in the procurement cancellation on June 11, 2021. GCRTA gathered industry feedback, revised our specifications, increased our budget, lengthened the time for production and delivery of the vehicles and re-issued the RFP on October 11, 2021.

The table below shows a summary comparison of key dates from the application and our current schedule.

Milestone	BUILD Application	Current Schedule
RFP for Rail Car Manufacturers Issued:		October 11, 2021
Proposals for Rail Car Manufacturers Due:		March 9, 2022
Award Rail Car Manufacturer Contract:	May 18, 2021	August 23, 2022
Delivery of 1 st (Pilot) Rail Car:	May 31, 2023	March 31, 2025
Delivery of Final Rail Car:	July 31 2024	March 31, 2026
Complete Infrastructure and Equipment Upgrades	July 31, 2024	August 30, 2026
Begin Revenue Service with New Rail Cars:		August 31, 2026

Budget:

The table below provides a summary comparison of the project budget from the BUILD application and our current budget for the Rail Car Replacement Program - Phase I.

Fund Source	BUILD Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	125,000,000	100.0	180,000,000	100.0
Total Non-BUILD Previously Incurred Cost				
Federal Funds				
ODOT Funds				
Local GCRTA Funds				
Total Eligible Project Cost	125,000,000	100.0	180,000,000	100.0
BUILD Funds	15,000,000	12.0	15,000,000	8.3
Other Federal Funds	80,500,000	64.4	124,500,000	69.2
ODOT Funds	4,500,000	3.6	4,500,000	2.5
Local GCRTA Funds	25,000,000	20.0	36,000,000	20.0

ATTACHMENT E
APPROVED PRE-AWARD COSTS

GCRTA has expended costs for the Design and Inspection phase of the Phase I program which has been funded in FTA grant OH-2020-044; these are eligible costs for this program.

GCRTA has also executed FTA grant OH-2021-050, which provides funding for the Phase I program. At this time, no funds for the Phase I program have been expended from this grant.

GCRTA is not seeking pre-award authority for the BUILD grant. The BUILD grant will only be funding the Rail Car Manufacturing and Delivery component of Phase I. That contract is currently in the procurement process, with contract award scheduled for August 23, 2022. We anticipate that the BUILD grant agreement will be executed prior to that date.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Greater Cleveland Regional Transit Authority

Date

By: _____

India L. Birdsong
General Manager, Chief Executive Officer

The legal form and correctness of the within instrument are hereby approved

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

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

Date

By:

Signature of USDOT's Authorized Representative
Kelley Brookins
US DOT Federal Transit Administration
Regional Administrator, Region V

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM:
FTA PROJECTS

APRIL XX, 2021

The Further Consolidated Appropriations Act, 2020, Pub. L. No. 116-94 (Dec. 20, 2019) appropriated funds to the United States Department of Transportation (the “USDOT”) under the heading “National Infrastructure Investments.” The funds are available to provide Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the BUILD Transportation Grants program.

The USDOT published a “Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2020,” 85 Fed. Reg. 10,811 (February 25, 2020) (the “NOFO”) to solicit applications for Federal financial assistance. In these general terms and conditions, “**BUILD Grant**” means an award of funds that were made available under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2020 BUILD Transportation Grants program. Articles 1–7 are in the project-specific portion of the agreement. The terms “Project” and “Recipient” are defined in those articles. Attachments A through E are project-specific attachments.

Article 8
PURPOSE

- 8.1 Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:
- (1) timely completing the Project; and
 - (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by section 3.3 and Attachment B.
- 8.2 Technical Application.** In this agreement, “**Technical Application**” means the application identified in section 2.1.

**Article 9
USDOT ROLE**

9.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the BUILD Transportation Grants program, the approval of this agreement, and any modifications to this agreement under section 21.1.
- (b) The Federal Transit Administration ("FTA") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means FTA.

9.2 USDOT Program Contacts.

Victor Waldron
BUILD Transportation Program Manager
Federal Transit Administration
1200 New Jersey Avenue SE
Room E44-431
Washington, DC 20590
(202) 366-5183
Victor.Waldron@dot.gov

and

OST BUILD Transportation Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
BUILDGrants@dot.gov

**Article 10
RECIPIENT ROLE**

10.1 Statements on the Project.

- (a) The Recipient states that:
 - (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

- (2) Attachment D documents all material changes in the information contained in that application.

(b) The Recipient acknowledges that

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO; and
- (3) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

10.2 Statements on Capacity. The Recipient states that:

- (1) it has the legal authority to complete the Project;
- (2) not less than the difference between the "Total Eligible Project Cost" and the "BUILD Grant Amount" listed in section 3.3 are committed to fund the Project; and
- (3) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law.

10.3 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

10.4 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, to promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

10.5 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in key personnel who are identified in section 5.3.

**Article 11
AWARD INFORMATION**

- 11.1 Limitation of Federal Award Amount.** Under this award; the USDOT shall not provide funding greater than the amount obligated under section 2.3. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 11.2 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4.
- 11.3 Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.4.
- 11.4 Assistance Listings Information.** This award is under the program with Assistance Listings Title “National Infrastructure Investments” and Assistance Listings Number 20.933.
- 11.5 Research and Development Designation.** This award is not for research and development.

**Article 12
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 12.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 12.1 is separate from any requirements under this article 12 that the Recipient request modification of this agreement.
- 12.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 3.1 and Attachment A.
- 12.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2;

- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 2.4; or
- (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.4.

For other schedule changes, the Recipient shall request a modification of this agreement unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

12.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) If, in comparing the Project's budget to the amounts listed in section 3.3, the "Other Federal Funds" amount increases or one or more of the "State Funds," "Local Funds," "Other Funds," or "Total Eligible Project Cost" amounts decrease, then the Recipient shall request a modification of this agreement to update section 3.3 and Attachment B. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (c) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 8.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.
- (d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 12.4(c) or the USDOT does not accept the Recipient's proposal under section 12.4(c), then:
 - (1) in a request under section 12.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the “**BUILD Grant Amount**” and the “**Other Federal Funds**” amounts that are listed in section 3.3.

- (e) The Recipient acknowledges that amounts that are required to be refunded under section 12.4(d)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

12.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 12, and in doing so may elect to consider only the interests of the BUILD Transportation Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 12 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 21.1.

Article 13 GENERAL REPORTING TERMS

- 13.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5.4 and all USDOT contacts who are listed in section 9.2.
- 13.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 13.3 Reporting as History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s timely submission of the reports that this agreement requires, or the Recipient’s failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 13.4 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “**OMB**”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

Article 14 PROGRESS AND FINANCIAL REPORTING

- 14.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the budget period end date that is

listed in section 2.4, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in Exhibit D. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

14.2 Final Progress Reports and Financial Information. No later than 90 days after the budget period end date that is listed in section 2.4, the Recipient shall submit

- (1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit D for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

Article 15 PERFORMANCE REPORTING

15.1 Performance Measure Data Collection. The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment C.

15.2 Pre-project Performance Measurement Report. The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment C, a Pre-project Performance Measurement Report that contains:

- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment C, accurate as of the Pre-project Measurement Date that is stated in Attachment C; and
- (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

15.3 Post-construction Performance Measurement Reports. After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment C, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Post-construction Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

15.4 Project Outcomes Report. The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment C, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

15.5 Performance Reporting Survival. The data collection and reporting requirements in this article 15 survive the termination of this agreement.

Article 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to meet a milestone listed in section 4.1 by the deadline date listed in that section for that milestone;
 - (5) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) the USDOT determines that termination of this agreement is in the public interest.

- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the period of performance end date that is listed in section 2.4.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the budget period described under section 11.2 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 11.3 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 20.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**Article 17
MONITORING, FINANCIAL MANAGEMENT, AND RECORDS**

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

17.3 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.3(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall make available to the USDOT and the Comptroller General of the United States any books, documents, papers, and records of the Recipient that are related to this award for the purpose of audit and examination.
- (d) If an independent audit is made of the accounts of a Recipient relating to the Project or this award, the Recipient shall file a certified copy of that audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
- (e) The Recipient shall separately identify expenditures under the fiscal year 2020 BUILD Transportation Grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2020” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC (March 25, 2019), including “FY 2020” in column c (“Additional Award Identification”).

Article 18
CONTRACTING AND SUBAWARDS

18.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that

contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

18.2 Buy America.

- (a) Steel, iron, and manufactured goods used in the Project are subject to 49 U.S.C. 5323(j), as implemented by the Federal Transit Administration at 49 C.F.R. part 661. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. 5323(j)(1) nor a finding under 49 U.S.C. 5323(j)(2).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.3 Small and Disadvantaged Business Requirements. If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

18.4 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

18.5 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.7 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.8 Subaward and Contract Authorization. [Reserved]

**Article 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

19.1 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.2 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in Attachment E and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Attachment E is the exclusive USDOT approval of costs incurred before the date of this agreement.

19.3 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.4 Unexpended Federal Funds. Any Federal funds that are awarded at section 2.3 but not expended on allocable, allowable costs remain the property of the United States.

19.5 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the BUILD Transportation Grants program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

19.6 Payment Method.

- (a) If the USDOT Payment System identified in section 6.1 is "ECHO," then the Recipient shall use the Electronic Clearing House Operation ("ECHO") to request reimbursement.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 19.6.

19.7 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6.1 is “ECHO,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall retain documentary evidence supporting details of all costs incurred, including the Federal share and the Recipient’s share of costs, proof of payment of an invoice, and information demonstrating that the costs are allocable to the Project and allowable under this agreement.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.8 Reimbursement Request Timing and Frequency. If the USDOT Payment System identified in section 6.1 is “ECHO,” the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project.

**Article 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations under this award not later than 120 days after the period of performance end date that is listed in section 2.4. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 20.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

20.2 Funds Cancellation. Outstanding FY 2020 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2027, and are then unavailable for any purpose, including adjustments and expenditures.

**Article 21
AGREEMENT MODIFICATIONS**

21.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Limited Unilateral Modifications.

- (a) The Recipient may update the contacts who are listed in section 5.2 by written notice to all of the USDOT contacts who are listed in sections 5.4 and 9.2.
- (b) The USDOT may update the contacts who are listed in sections 5.4 and 9.2 by written notice to all of the Recipient contacts who are listed in section 5.2.

21.3 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under section 21.1 or section 21.2. If an amendment, modification, or supplement is not permitted under section 21.1 and not permitted under section 21.2, it is void.

**Article 22
ADDITIONAL TERMS AND CONDITIONS**

22.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, at section 2.5 this agreement designates the Project to be a project in an urban area or a project in a rural area, as those areas are defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

22.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

22.3 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

22.4 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

22.5 Federal Law and Public Policy Requirements. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

22.6 Federal Transit Program Requirements.

- (a) If the Project is also funded with Federal transit assistance under chapter 53 of title 49, United States Code, all relevant FTA program requirements apply in addition to the terms and conditions of this agreement.

- (b) The Recipient shall comply with the following requirements as if this award were Federal transit assistance for a major capital project under chapter 53 of title 49:

- (1) 49 U.S.C 5331 and implementing regulations at 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations";
- (2) 49 U.S.C. 5333(b), implementing regulations at 29 C.F.R. part 215, "Guidelines, Section 5333(b), Federal Transit Law," and the terms and conditions of any certification or special warranty provided by the United States Department of Labor;
- (3) 49 U.S.C. 5323(m) and implementing regulations at 49 C.F.R. part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases";
- (4) 49 C.F.R. part 633, "Project Management Oversight";
- (5) FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects";
- (6) 49 U.S.C. 5329(e) and implementing regulations at 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight," and 49 C.F.R. part 674, "State Safety Oversight";
- (7) 49 U.S.C. 5323(u), "Limitation on Certain Rolling Stock Procurements"; and
- (8) 49 U.S.C. 5323(v), "Cybersecurity Certification for Rail Rolling Stock and Operations."

- (c) If the Project is not also funded with Federal transit assistance under chapter 53 of title 49, then, except as otherwise provided in articles 1–24, the Federal Transit Administration Master Agreement is not incorporated in this agreement.

Article 23
THIS AWARD AGREEMENT

23.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Budget
Attachment C	Performance Measurement Table
Attachment D	Material Changes from Application
Attachment E	Approved Pre-Award Costs

23.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FTA Grant Agreements Under the Fiscal Year 2020 BUILD Transportation Grants Program,” dated April XX, 2021, and available at [], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Grant Assurances
Exhibit C	Grant Requirements and Contract Clauses
Exhibit D	Quarterly Project Progress Reports and Recertifications: Format and Content

23.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–24, then the provision in articles 1–24 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

Article 24
AGREEMENT EXECUTION AND EFFECTIVE DATE

24.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

24.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a BUILD Grant when the USDOT’s authorized representative signs it.

RESOLUTION 2022-40

AUTHORIZING THE EXECUTION OF A PROJECT GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FOR THE FY2020 BUILD GRANT AWARD FOR THE RAIL CAR REPLACEMENT PROGRAM – PHASE I (RTA DEVELOPMENT FUND – ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“GCRTA”) submitted a FY2020 Better Utilizing Investments to Leverage Development (BUILD) grant application on May 20, 2020 for the Rail Car Replacement Program – Phase I to partially fund the manufacturing and delivery of new rail cars to replace the heavy rail vehicles (HRV) serving the Red Line; and

WHEREAS, on September 16, 2020 the United States Department of Transportation (“USDOT”) recommended a FY2020 BUILD Grant award of \$15 million for the Rail Car Replacement Program – Phase I; and

WHEREAS, the Project Grant Agreement was developed and is ready for execution.

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

Section 1. That the General Manager, Chief Executive Officer of GCRTA be and is hereby authorized to enter into a Project Grant Agreement with the USDOT for the FY2020 BUILD Grant award for the Rail Car Replacement Program – Phase I.

Section 2. That the \$15 million BUILD Grant funds will be used solely towards the manufacturing and delivery of new rail cars to replace the existing HRV fleet.

Section 3. GCRTA’s share of the local match will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to, 100% local funds in the amount of \$3,750,000.

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

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2022-41

AMENDING EMPLOYMENT AGREEMENT OF INDIA L. BIRDSONG AS GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THAT AGREEMENT

WHEREAS, the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") conducted a nationwide search for candidates to fill the position of General Manager and Chief Executive Officer of the Authority; and

WHEREAS, the aforesaid search resulted in the selection of India L. Birdsong ("Birdsong") in 2019 as the General Manager and Chief Executive Officer of the Authority; and

WHEREAS, subsequent negotiations between the Board and Birdsong resulted in the execution of a five (5) year employment agreement effective as of September 16, 2019 (the "Agreement"); and

WHEREAS, by Board Resolution No. 2020-41, adopted on May 12, 2020, the Authority and Birdsong amended the Agreement to provide Birdsong up to 38 days of paid maternity leave during the first contract year ending on September 15, 2020 (the "First Amendment"); and

WHEREAS, by Board Resolution No. 2021-41, adopted on April 20, 2021, the Authority and Birdsong amended the Agreement to provide Birdsong with an increase in her Regular Salary of \$7,800 per contract year; and

WHEREAS, the Authority and Birdsong desire to again amend the Agreement, to provide Birdsong with an increase in her Regular Salary of \$10,712 per contract year.

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

Section 1. That the Board of the Authority and Birdsong hereby amend Section 2 of the Agreement, said amendment to be effective as of January 1, 2022, in accordance with the terms of the Third Amendment attached hereto.

Section 2. That the President of the Board is hereby authorized and directed to execute the attached Third Amendment to the Agreement on behalf of the Authority.

Section 3. That all other terms and conditions of the Agreement remain unchanged.

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

Attachment: Third Amendment to Employment Agreement of India L. Birdsong, the General Manager and Chief Executive Officer for the Greater Cleveland Regional Transit Authority.

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

**THIRD AMENDMENT
TO
EMPLOYMENT AGREEMENT
OF THE
GENERAL MANAGER
FOR THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**

The parties to the Employment Agreement (“Agreement”) by and between the Greater Cleveland Regional Transit Authority (“Authority”) and India L. Birdsong (“General Manager”), effective as of September 16, 2019, mutually agree to amend the Agreement. Resolution No. 2022-41, adopted by the Authority’s Board of Trustees on April 26, 2022, authorizes this Third Amendment to the Agreement.

Accordingly, the first sentence of Section 2, Regular Salary, is hereby deleted in its entirety and replaced by the following:

In consideration of the services to be performed hereunder by the General Manager, the Authority shall pay the General Manager \$278,512 as Regular Salary in each of the remaining contract years of the Agreement. For the current contract year, the increase of \$10,712 in the General Manager’s Regular Salary shall be effective as of January 1, 2022.

The Deputy General Manager for Human Resources is hereby directed and authorized to implement the foregoing increase in Regular Salary. This Third Amendment shall be effective as of January 1, 2022.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Greater Cleveland Regional Transit Authority, by its Board President, having been duly authorized, and India L. Birdsong, General Manager have set their hands hereto on the date stated below.

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

By: _____
Rev. Charles Lucas, Board President

Date: April 26, 2022

India L. Birdsong, General Manager, CEO

Date: April 26, 2022

RESOLUTION NO. 2022-42

AUTHORIZING A SALARY ADJUSTMENT FOR ANTHONY A. GAROFOLI,
EXECUTIVE DIRECTOR OF INTERNAL AUDIT

WHEREAS, pursuant to Article IX, Section 6 of the Bylaws of the Greater Cleveland Regional Transit Authority (“Authority”), the Authority’s Board of Trustees (“Board”) is responsible for making all personnel decisions regarding the Executive Director of Internal Audit; and

WHEREAS, in 2022, the Board conducted an evaluation of the job performance of Anthony A. Garofoli, Executive Director of Internal Audit and based on that evaluation, has determined that a salary adjustment is warranted.

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

Section 1. That the annual base salary for Anthony A. Garofoli, Executive Director of Internal Audit shall be increased from \$144,752.43, to an annual base salary of \$150,542.53.

Section 2. That the increased annual base salary for Anthony A. Garofoli will be retroactive to January 1, 2022 and will be effective April 17, 2022.

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

Adopted: April 26, 2022

President

Attest: _____
Secretary-Treasurer

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND
 FOR THE PERIOD ENDED MARCH 31, 2022 AND MARCH 31, 2021

	CURRENT MONTH	PRIOR YR MONTH	B	VARIANCE	%CHANGE	CURRENT % OF TOTAL	2022 YTD	2021 YTD	VARIANCE	%CHANGE	CURRENT % OF TOTAL	
PASSENGER FARES:												
CASH FARES	\$ 817,359	\$ 738,348	\$	79,011	10.70%	3.03%	\$ 2,113,637	\$ 1,864,149	\$ 249,488	7.61%	2.85%	
PASS/TICKET SALES	\$ 643,148	\$ 435,155	\$	207,993	47.80%	2.38%	\$ 1,671,104	\$ 1,283,042	\$ 388,062	30.25%	2.25%	
CM/SD - STUDENT FARECARDS	\$ 34,201	\$ 7,988	\$	27,113	-	0.13%	\$ 385,400	\$ 20,611	\$ 364,789	-	0.52%	
U-PASS	\$ 384,600	\$ 446,413	\$	(64,813)	(14.40%)	1.42%	\$ 1,192,870	\$ 439,613	\$ 753,257	1.62%	1.62%	
MOBILE TICKETING	\$ 469,185	\$ 342,583	\$	126,602	36.96%	1.74%	\$ 1,233,070	\$ 947,343	\$ 285,727	30.16%	1.66%	
SUBTOTAL PASSENGER FARES	2,347,893	1,971,787	\$	376,106	19.07%	8.69%	6,596,081	4,674,758	1,921,323	41.10%	8.90%	
OPERATING SUBSIDIES:												
SALES & USE TAX	\$ 23,821,641	\$ 20,664,587	\$	3,157,054	15.28%	88.17%	\$ 64,364,822	\$ 57,157,649	\$ 7,207,173	12.91%	86.85%	
SUBTOTAL OPERATING SUBSIDIES	23,821,641	20,664,587	\$	3,157,054	15.28%	88.17%	64,364,822	57,157,649	7,207,173	12.91%	86.85%	
OTHER REVENUE:												
ADVERTISING/CONCESSIONS/COMMISSIONS	\$ 98,180	\$ 53,741	\$	44,439	82.72%	0.38%	\$ 1,543,553	\$ 265,339	\$ 1,278,214	-	2.88%	
MARKING RIGHTS/LESS COMMISSIONS	\$ 22,000	\$ 87,500	\$	(66,500)	(76.00%)	0.06%	\$ 280,429	\$ 87,500	\$ 112,929	-	0.27%	
RENTAL INCOME	\$ 18,455	\$ 52,391	\$	(33,936)	(70.42%)	0.07%	\$ 68,929	\$ 137,288	\$ (68,359)	(49.93%)	0.95%	
INTEREST INCOME	\$ 23,593	\$ 7,919	\$	17,674	-	0.09%	\$ 31,381	\$ 27,169	\$ 5,342	18.91%	0.04%	
OTHER	\$ 17,308	\$ 5,212	\$	12,096	-	0.06%	\$ 55,737	\$ 32,411	\$ 23,326	58.93%	0.07%	
SUBTOTAL OTHER REVENUE	180,546	216,763	\$	(36,217)	(16.71%)	0.67%	1,896,979	549,827	1,347,152	245,01%	2.56%	
REIMBURSEMENTS AND OTHER SOURCES OF CASH:												
FUELING/PROPANE TAX REFUNDS	\$ 267,106	\$ 122,615	\$	144,491	-	0.99%	\$ 730,747	\$ 438,160	\$ 292,587	66.78%	0.95%	
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	\$ 4,044	\$ 18,674	\$	(14,630)	(62.11%)	0.03%	\$ 5,829	\$ 33,520	\$ (27,691)	(82.61%)	0.01%	
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
FEDERAL OPERATING ASSISTANCE	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
MISCELLANEOUS RECEIPTS	\$ 395,872	\$ 118,948	\$	276,923	-	1.47%	\$ 517,851	\$ 178,364	\$ 339,487	-	0.70%	
FEDERAL CARES ACT	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
FEDERAL CRSA&A	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
FEDERAL ARP	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	\$ -	\$ -	\$	-	-	0.00%	\$ -	\$ -	\$ -	-	0.00%	
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	667,022	252,238	\$	414,784	164.44%	2.47%	1,254,427	650,064	604,363	92.97%	1.69%	
TOTAL CASH RECEIVED - GENERAL FUND	\$ 27,017,102	\$ 23,105,375	\$	3,911,727	16.93%	108.60%	\$ 74,112,209	\$ 63,032,298	\$ 11,080,011	17.58%	100.00%	

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
 FOR THE PERIOD ENDED MARCH 31, 2022

	BUDGET MONTH	CURRENT MONTH	VARIANCE	%CHANGE	CURRENT % OF TOTAL	YTD BUDGET	2022 YTD	VARIANCE	%CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 700,000	\$ 617,359	\$ 117,359	16.77%	3.93%	\$ 3,700,000	\$ 2,113,637	\$ 413,637	24.32%	2.85%
PASS/TICKET SALES	\$ 600,000	\$ 643,248	\$ 43,248	7.19%	2.38%	\$ 2,731,000	\$ 1,671,104	\$ (59,896)	(3.46%)	2.25%
CMISO - STUDENT FARECARDS	\$ 10,000	\$ 34,201	\$ 24,201	0.13%	0.13%	\$ 12,000	\$ 305,400	\$ 373,400	-	0.52%
3-PASS	\$ 400,000	\$ 384,000	\$ (16,000)	(4.00%)	1.42%	\$ 400,000	\$ 1,192,870	\$ 792,870	-	1.62%
MOBILE TICKETING	\$ 300,055	\$ 489,185	\$ 189,130	42.15%	1.74%	\$ 983,609	\$ 1,233,070	\$ 239,461	24.10%	1.66%
SUBTOTAL PASSENGER FARES	2,040,055	2,347,893	307,838	15.09%	8.69%	4,836,609	6,536,081	1,759,472	36.38%	8.90%
OPERATING SUBSIDIES:										
SALES & USE TAX	\$ 21,077,879	\$ 23,821,641	\$ 2,743,762	13.02%	88.17%	\$ 98,300,802	\$ 64,364,822	\$ 6,064,020	10.40%	86.85%
SUBTOTAL OPERATING SUBSIDIES	21,077,879	23,821,641	2,743,762	13.02%	88.17%	98,300,802	64,364,822	6,064,020	10.40%	86.85%
OTHER REVENUE:										
ADVERTISING/COMMISSIONS/COMMISSIONS	\$ 40,000	\$ 99,393	\$ 59,393	-	0.36%	\$ 342,000	\$ 1,543,553	\$ 1,201,553	-	2.08%
MARKING RIGHTS/LESS COMMISSIONS	\$ -	\$ 21,006	\$ 21,006	-	0.08%	\$ 417,516	\$ 280,429	\$ (217,087)	(51.99%)	0.27%
RENTAL INCOME	\$ 20,000	\$ 28,455	\$ (8,455)	(7.73%)	0.07%	\$ 60,000	\$ 68,929	\$ 8,929	14.88%	0.09%
INTEREST INCOME	\$ 55,000	\$ 25,593	\$ (29,407)	(53.47%)	0.09%	\$ 155,000	\$ 32,391	\$ (122,609)	(79.14%)	0.04%
OTHER	\$ 80,000	\$ 27,908	\$ (62,092)	(78.37%)	0.06%	\$ 190,000	\$ 51,737	\$ (138,263)	(72.77%)	0.07%
SUBTOTAL OTHER REVENUE	195,000	180,546	(14,454)	(7.41%)	0.67%	1,184,516	1,296,979	732,463	62.90%	2.56%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUELING/PROPANE TAX REFUNDS	\$ 650,000	\$ 267,106	\$ (382,894)	(58.91%)	0.99%	\$ 1,230,000	\$ 730,747	\$ (499,253)	(40.59%)	0.99%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	\$ 100,000	\$ 4,044	\$ (95,956)	(95.96%)	0.01%	\$ 160,000	\$ 5,829	\$ (154,171)	(96.36%)	0.01%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	\$ 200,000	\$ -	\$ (200,000)	-	0.00%	\$ 200,000	\$ -	\$ (200,000)	-	0.00%
FEDERAL OPERATING ASSISTANCE	\$ -	\$ -	\$ -	-	0.00%	\$ -	\$ -	\$ -	-	0.00%
MISCELLANEOUS RECEIPTS	\$ 40,000	\$ 395,872	\$ 355,872	-	1.47%	\$ 120,000	\$ 317,851	\$ 397,851	-	0.70%
FEDERAL CARES ACT	\$ -	\$ -	\$ -	-	0.00%	\$ -	\$ -	\$ -	-	0.00%
FEDERAL CRBSAA	\$ -	\$ -	\$ -	-	0.00%	\$ -	\$ -	\$ -	-	0.00%
FEDERAL ARP	\$ 20,000,000	\$ -	\$ (20,000,000)	-	0.00%	\$ 60,000,000	\$ -	\$ (60,000,000)	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	\$ -	\$ -	\$ -	-	0.00%	\$ -	\$ -	\$ -	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	20,990,000	667,022	(20,322,978)	(96.82%)	2.47%	61,710,000	1,254,437	(60,455,573)	(97.97%)	1.69%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 64,307,934	\$ 27,017,102	\$ (37,285,832)	(59.02%)	100.00%	\$ 126,011,977	\$ 74,112,309	\$ (51,899,668)	(41.19%)	100.00%

2022 Allocation - Hard coded

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SALES AND USE TAXES
ACTUAL RECEIPTS THROUGH APRIL 2022**

MONTH RECEIVED	2020 ACTUAL	2021 ACTUAL	2022 ESTIMATE	2021 MONTHLY ACTUAL VERSUS 2021 MONTHLY ESTIMATE		2020 YTD ACTUAL	2021 YTD ACTUAL	2022 YTD ESTIMATE	2022 VERSUS 2021 YTD % CHANGE		2022 YTD ACTUAL	2022 YTD % EST VARIANCE
				2021 MONTH % CHANGE	2021 MONTHLY ESTIMATE				2021 YTD ACTUAL	2022 YTD ESTIMATE		
JANUARY	\$18,303,734	\$18,510,754	\$18,880,969	12.82%	10.61%	\$18,303,734	\$18,510,754	\$18,980,969	12.82%	10.61%	\$20,884,157	10.61%
FEBRUARY	\$18,450,264	\$17,982,308	\$18,341,954	9.32%	7.18%	\$36,753,998	\$36,483,063	\$37,222,923	11.10%	8.92%	\$40,543,181	8.92%
MARCH	\$21,219,411	\$20,664,587	\$21,077,879	15.28%	13.02%	\$57,973,409	\$57,157,650	\$58,300,802	12.61%	10.40%	\$64,364,822	10.40%
APRIL	\$16,460,465	\$16,791,242	\$17,127,067	10.05%	7.90%	\$74,433,873	\$73,548,892	\$75,427,869	12.03%	9.83%	\$82,844,246	9.83%
MAY	\$15,293,102	\$17,263,726	\$17,609,001									
JUNE	\$15,926,194	\$21,214,064	\$21,638,345									
JULY	\$13,364,639	\$20,766,582	\$21,181,914									
AUGUST	\$17,532,128	\$21,522,576	\$21,953,028									
SEPTEMBER	\$19,653,853	\$21,976,295	\$22,415,821									
OCTOBER	\$18,570,261	\$21,490,445	\$21,920,254									
NOVEMBER	\$17,091,363	\$20,326,433	\$20,251,377									
DECEMBER	\$18,282,055	\$20,832,735	\$20,588,441									
TOTAL	\$210,147,468	\$239,341,749	\$242,986,050								\$82,844,246	

Summary:

Month

10.05% (\$1,688,183) higher than April 2021 Actual
7.90% (\$1,352,358) higher than April 2022 estimate

YTD

12.03% (\$8,895,354) higher than 2021 Actual
9.83% (\$7,416,377) higher than 2022 estimate

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF MARCH 31, 2022**

FUND	PURCHASE MATURITY		INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
	DATE	DATE							
BOND RETIREMENT FUND	3/31/2022	4/1/2022	MONEY MARKET	HUNTINGTON BANK	1	\$6,675,179	\$0	1	0.02%
	5/8/2019	5/31/2022	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	1118	\$247,412	\$1,483	120	2.10%
TOTAL BOND RETIREMENT FUND						\$6,922,591	\$1,483		0.08%
GENERAL FUND	3/31/2022	4/1/2022	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$226,537	\$0	1	0.35%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,997,500	\$35	700	0.25%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$48	911	0.57%
	11/15/2021	11/15/2024	US TREASURY	STIFEL NICOLAUS	1095	\$4,995,508	\$14,733	959	0.78%
	12/9/2021	12/9/2024	FFCB	STIFEL NICOLAUS	1095	\$4,994,785	\$14,778	952	0.96%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$6,300	1032	1.20%
	3/31/2022	4/1/2022	STAR OHIO	STATE OF OHIO	1	\$46,043,692	\$0	1	0.36%
	3/31/2022	4/1/2022	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$86,255	\$0	1	0.35%
	3/31/2022	4/1/2022	PNC CUSTODY ACCOUNT	PNC BANK	1	\$28,214	\$0	1	0.01%
	3/31/2022	4/1/2022	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$4,406	\$0	1	0.03%
	3/31/2022	4/1/2022	KEY ECR	KEY BANK	1	\$7,648,228	\$0	1	0.35%
TOTAL GENERAL FUND						\$75,025,124	\$35,893		0.46%
INSURANCE FUND	3/31/2022	4/1/2022	STAR OHIO	STATE OF OHIO	1	\$4,013,993	\$0	1	0.36%
	3/31/2022	4/1/2022	KEY ECR	KEY BANK	1	\$76,115	\$0	1	0.35%
TOTAL INSURANCE FUND						\$4,090,109	\$0		0.36%
LAW ENFORCEMENT FUND	3/31/2022	4/1/2022	LAW ENFORCEMENT	KEY BANK-SWEEP	1	\$122,806	\$0	1	0.35%
	3/31/2022	4/1/2022	STAR OHIO	STATE OF OHIO	1	\$44,063	\$0	1	0.36%
TOTAL LAW ENFORCEMENT FUND						\$166,869	\$0		0.35%
LOCAL MATCH FUND	3/31/2022	4/1/2022	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$73,719,255	\$0	1	0.36%
	3/28/2022	6/28/2024	FHLB	STIFEL NICOLAUS	546	\$2,344,125	\$329	543	1.68%
	3/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1090	\$4,981,225	\$4,415	1073	2.00%
	3/31/2022	4/1/2022	LOCAL MATCH-KEY ECR	KEY BANK	1	\$548,818	\$0	1	0.35%
	3/31/2022	4/1/2022	GRANT-ECR	KEY BANK	1	\$1,177,384	\$0	1	0.35%
	3/31/2022	4/1/2022	CATCH BASIN-KEY ECR	KEY BANK	1	\$101,893	\$0	1	0.35%
TOTAL LOCAL MATCH FUND						\$82,872,700	\$4,744		0.50%
PENSION FUND	3/31/2022	4/1/2022	KEY ECR	KEY BANK	1	\$85,741	\$0	1	0.35%
	3/31/2022	4/1/2022	STAR OHIO	STATE OF OHIO	1	\$1,230,138	\$0	1	0.36%
TOTAL PENSION FUND						\$1,315,879	\$0		0.36%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF MARCH 31, 2022**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
RTA CAPITAL FUND	3/31/2022	4/1/2022	KEY ECR	KEY BANK	1	\$1,101,179	\$0	1	0.35%
	3/25/2022	9/25/2024	FHLB	STIFEL NICOLAUS	913	\$1,845,375	\$540	6	1.85%
	3/28/2022	3/28/2024	FHLB	STIFEL NICOLAUS	454	\$1,845,375	\$242	3	1.70%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$1,911	877	0.43%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$2,000,000	\$32	911	0.57%
	8/5/2021	5/22/2022	NATXNY CP	HILLTOP SECURITIES	270	\$4,994,375	\$4,958	32	0.15%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$3,245	735	0.33%
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,750	\$156	703	0.34%
						\$19,286,054	\$11,083		0.61%
	TOTAL RTA CAPITAL FUND								
RESERVE FUND	9/15/2021	5/23/2022	AGRI BANK CP	HILLTOP SECURITIES	250	\$4,993,750	\$4,925	129	0.18%
	3/9/2022	4/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	416	\$4,941,900	\$382	394	1.15%
	1/28/2022	5/27/2022	NATXNY CP	HILLTOP SECURITIES	119	\$4,995,042	\$2,583	57	0.30%
	1/28/2022	4/28/2022	NATXNY CP	HILLTOP SECURITIES	90	\$4,997,000	\$2,067	28	0.24%
	3/23/2022	11/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	616	\$4,875,994	\$556	8	0.35%
	3/31/2022	4/1/2022	KEY ECR	KEY BANK	1	\$277,002	\$0	1	0.36%
	3/31/2022	4/1/2022	STAR OHIO	STATE OF OHIO	1	\$74,366,534	\$0	1	0.36%
						\$99,447,221	\$10,513		0.36%
						\$289,126,547	\$63,716	127	0.43%
	TOTAL ALL FUNDS								

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF MARCH 31, 2022**

Bonds	Final Maturity Date	Total Principal Outstanding 12/1/2021	Interest Payable/ 6/1/2022	Principal Payable/ 6/1/2022	Debt Service Requirement/ 6/1/2022	Interest Payable/ 12/1/2022	Principal Payable/ 12/1/2022	Debt Service Requirement/ 12/1/2022	Total Debt Requirement 2022
Series 2012-Sales Tax Rev.	Dec. 2022	2,285,000.00	57,125.00	0.00	57,125.00	57,125.00	2,285,000.00	2,342,125.00	2,399,250.00
Series 2014A-Sales Tax Rev.	Dec. 2025	6,675,000.00	147,475.00	0.00	147,475.00	147,475.00	1,535,000.00	1,682,475.00	1,829,950.00
Series 2015-Sales Tax Rev.	Dec. 2026	19,455,000.00	486,375.00	0.00	486,375.00	486,375.00	3,520,000.00	4,006,375.00	4,492,750.00
Series 2016-Sales Tax Rev.	Dec. 2027	8,105,000.00	202,625.00	0.00	202,625.00	202,625.00	1,195,000.00	1,397,625.00	1,600,250.00
Series 2019-Sales Tax Rev.	Dec. 2030	11,030,000.00	275,750.00	0.00	275,750.00	275,750.00	1,000,000.00	1,275,750.00	1,551,500.00
Total Bonds		\$47,450,000.00	\$1,169,350.00	\$0.00	\$1,169,350.00	\$1,169,350.00	\$9,535,000.00	\$10,704,350.00	\$11,873,700.00

Bond Retirement
\$6,675,179

Current Balance (Set Aside for 2022)

Monthly Set Aside Required
\$649,815

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH MARCH 31, 2022**

MONTH	2022				2021					
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$274,475,413	\$37,367	0.19%	0.16%	0.01%	\$247,915,757	\$25,844	0.24%	0.10%	0.01%
FEBRUARY	\$279,255,689	\$41,380	0.25%	0.25%	0.01%	\$241,578,777	\$39,883	0.21%	0.09%	0.01%
MARCH	\$265,832,094	\$64,394	0.43%	0.42%	0.10%	\$233,701,962	\$31,822	0.22%	0.06%	0.01%
APRIL						\$226,630,970	\$31,038	0.20%	0.07%	0.01%
MAY						\$251,992,878	\$32,939	0.20%	0.06%	0.01%
JUNE						\$287,664,318	\$51,309	0.18%	0.05%	0.01%
JULY						\$288,788,088	\$30,698	0.19%	0.05%	0.01%
AUGUST						\$243,356,737	\$31,714	0.19%	0.05%	0.01%
SEPTEMBER						\$272,326,795	\$40,612	0.19%	0.05%	0.01%
OCTOBER						\$273,878,183	\$39,359	0.18%	0.05%	0.01%
NOVEMBER						\$265,861,732	\$27,571	0.21%	0.06%	0.01%
DECEMBER						\$262,288,744	\$39,633	0.47%	0.19%	0.01%
YEAR TO DATE	273,187,732	\$143,141	0.29%	0.28%	0.04%	\$184,786,142	\$2,008,071	0.88%	0.64%	0.25%
RTA AVERAGE YIELDS OVER (UNDER) INDEX										
0.01% 0.25%										

Moving average coupon equivalent yields for 6 month Treasury Bills,

Market Yield equals US Treasury Money Fund 7 Day Yield

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 MARCH 2022

BOND RETIREMENT FUND
 HUNTINGTON MONEY MARKET

	<u>\$97.27</u>
	\$97.27
	\$267.30
	\$79.48

GENERAL FUND
 HUNTINGTON-SALES TAX ACCOUNT
 STAROHIO
 KEY BANK SWEEP ACCOUNT
 FHLB
 FFCB
 IONIC CP
 PNC CUSTODY ACCOUNT
 MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT

	\$5.79
	\$6,985.25
	\$152.78
	\$8,550.00
	\$6,250.00
	\$3,645.85
	\$1.59
	<u>\$1.92</u>
	\$25,593.18
	\$32,331.31
	\$27,188.83

INSURANCE FUND
 STAROHIO

	<u>\$968.61</u>
	\$968.61
	\$1,826.53
	\$12,952.60

LAW ENFORCEMENT FUND
 KEY BANK SWEEP ACCOUNT
 STAROHIO

	\$0.96
	<u>\$10.38</u>
	\$11.34
	\$22.25
	\$10.41

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 MARCH 2022

LOCAL MATCH FUND
 STAROHIO-LOCAL MATCH
 KEY BANK SWEEP ACCOUNT

\$17,819.90
\$28.14
 \$17,848.04
 \$74,278.08
 \$45,938.43

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

PENSION FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$289.92
\$0.73
 \$290.65
 \$548.59
 \$276.60

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

EMPLOYEE ACTIVITY ACCOUNT
 KEY BANK MONEY MARKET

\$0.73
\$0.73
 \$2.13
 \$3.86

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

RTA CAPITAL FUND
 FFCB
 KEY BANK SWEEP ACCOUNT

\$5,700.00
\$36.80
 \$5,736.80
 \$17,377.74
 \$146.67

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 MARCH 2022

RESERVE FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$17,987.57
\$13.90
 \$18,001.47
 \$76,324.79
 \$51,542.85

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

TOTAL ALL FUNDS

\$68,548.09
 \$202,978.72
 \$138,139.73

MARCH 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

2022 YEAR
 TO DATE

\$202,979

INTEREST RECEIVED (CASH BASIS)

ACCRUED INTEREST:

BEGINNING:

ENDING:

INTEREST INCOME EARNED:

(\$67,870)
 \$63,716
 \$64,394

(\$123,554)
 \$63,716
 \$143,141

AVERAGE INVESTMENT BALANCE (COST):

AVERAGE YIELD ON INVESTMENTS:

\$265,832,094

\$273,187,732

0.43%

0.29%

**COMPOSITION OF INVESTMENT PORTFOLIO
AS MARCH 31, 2022**

Instrument	PRINCIPAL AMOUNT	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$6,906,123	\$6,906,122	2.39%	0.25%	1
Key Bank Sweep Account	\$237,275	\$237,275	0.08%	0.35%	1
Star Ohio	\$199,417,675	\$199,417,675	68.97%	0.36%	1
Earnings Credit Rate Account	\$11,016,361	\$11,016,361	3.81%	0.35%	1
Commercial Paper	\$19,980,167	\$20,000,000	6.91%	0.17%	21
U.S. Government Securities	\$51,568,948	\$51,800,000	17.84%	1.08%	796
Total Investment Portfolio	<u>\$289,126,547</u>	<u>\$289,377,432</u>	<u>100.00%</u>	<u>0.43%</u>	<u>127</u>

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of March 31, 2022

Bank/Financial Institution	Nature of relationship
Key Bank	Main banking services
PNC Bank	Custodial Account and Credit card
Fifth Third	Escrow Account
Huntington Bank	Bond Retirement and Sales Tax Account Underwriter STAR Ohio-Investments
Bank of New York Mellon	Bond Registrar
BMO Harris Bank	Fuel Hedge

NOTE:

This information is being provided for applicable individuals to be in compliance with:
 Ohio Revised Code Sections 102.03(D) and (E)
 Ohio Ethics Commission Informal Opinion Number 2003-INF-0224-1
 Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DGM - Legal Affairs) dated May 6, 2020
 Ohio Ethics Commission Opinion Number 2011-08
 Ohio Ethics Commission Staff Advisory Opinion to R. Brent Minney dated March 27, 2012

Please refer to Chapter 656 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority (Travel Policy), Administrative Procedure 024 and Board of Trustees Resolution No. 2020-80 for additional information.