



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 16, 2024** 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. 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. Members of the public may attend in person.

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. Board of Trustees Meeting – agenda attached

A handwritten signature in blue ink, appearing to read 'India L. Birdsong Terry'.

India L. Birdsong Terry
General Manager, Chief Executive Officer

IBT:tab
Attachment

Scan this QR code to access the meeting schedule, live streams and meeting materials.





AGENDA

RTA Board of Trustees Meeting

Tuesday, April 16, 2024

9:00 a.m.

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of minutes:
 - a. March 19, 2024 Board Meeting
 - b. March 19, 2024 Annual Meeting
5. Public comments (**2 minutes**) on **agenda items**:
 - a. In person
 - b. Phone: 440-276-4600
 - c. Web form (1 comment limit) Comments will be forwarded to Board and staff
6. Board Governance Committee report
7. Operational Planning & Infrastructure Committee report
 - Chair: Ms. Lauren R. Welch
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: TBD
11. Civilian Oversight Committee (COC)
 - Board Liaison: Ms. Lauren R. Welch
12. Community Advisory Committee (CAC)
 - Board Liaison: Ms. Deidre McPherson
13. Ad Hoc Committee reports:
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Mr. Jeffrey W. Sleasman, Chair

14. Introduction of new employees and announcement of promotions
15. Introduction of resolutions:
 - A. 2024-24 - Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the first quarter of 2024
 - B. 2024-25 - Authorizing Contract No. 2024-002 with Kennedy Railroad Services, LLC for Project No. 66B – Port of Cleveland Connector Track in an amount not to exceed \$883,443.00 (RTA Development Fund, Engineering & Project Development Department budget)
 - C. 2024-26 - Authorizing Contract No. 2024-5 with Freedman Seating Company for the purchase of Railcar Vinyl Seat Upholstery, as specified, in an amount not to exceed \$298,490.72 (RTA Development Fund, Fleet Management Department budget)
 - D. 2024-27 - Authorizing Contract No. 2024-6 with Premier Window Cleaning LLC for Rapid Station Washing and Cleaning Services for a period of three (3) years in an amount not to exceed \$483,120.00 (General Fund, Rail Facilities Maintenance Department budget)
 - E. 2024-28 - Authorizing Contract No. 2024-023 with Northeast Lubricants LTD. for the furnishing of transmission fluid, as specified and as required, for a period of one (1) year in an amount not to exceed \$103,000.00 (General Fund, Fleet Management Department Budget)
 - F. 2024-29 - Approving the Greater Cleveland Regional Transit Authority's 2024-2027 Quadrennial Equal Employment Opportunity Program and Affirmative Action Goals
 - G. 2024-30 - Amending Chapter 464 Protection Against Internal Losses of Public Assets and Section 460.06 Insurance Fund of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
 - H. 2024-31 - Authorizing a renewal 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 term of ten years at \$12,000.00 per year for the first year and incremental annual increases to \$15,240.00 for the tenth year
 - I. 2024-32 - License agreement for access and laydown areas to support the West 117th Bridge Rehabilitation Project (RTA Development Fund, Engineering & Project Development Department budget)
 - J. 2024-33 - Authorizing a lease between the Greater Cleveland Regional Transit Authority and Century Federal Credit Union for office space

located at the Hayden District Garage, 1661 Hayden Avenue, East Cleveland, Ohio 44112

- K. 2024-34 - Authorizing a salary adjustment for Anthony A. Garofoli, Executive Director of Internal Audit

16. Secretary-Treasurer's Report:

- a. General Fund Revenue – March 31, 2024 compared to March 31, 2023
- b. General Fund Revenue – period ending March 31, 2024 compared to budget
- c. Sales & Use Tax Receipts Report budgeted during 2024, actual receipts through April 2024. – **TO BE DISTRIBUTED AT A LATER DATE**
- d. Inventory of Treasury Investments as of March 31, 2024
- e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of March 31, 2023
- f. Summary of Investment Performance, Year to Date through March 31, 2024
- g. Report on Investment Earnings (cash basis) as of March 31, 2024
- h. Composition of Investment Portfolio as of March 31, 2024
- i. Banking and Financial Relationships as of March 31, 2024

17. General Manager's Report

18. President's Report

19. Old Business

20. New Business

21. Public comments (**2 minutes**) on **public transit related items**:

- a. In person
- b. Phone: 440-276-4600
- c. Web form (1 comment limit) Comments will be forwarded to Board and staff

22. The next regular Board meeting is scheduled for **Tuesday, May 21, 2024** 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.

23. Adjournment

Minutes

RTA Board of Trustees Meeting

9:09 a.m. March 19, 2024

Board Members: Lucas (Chair), Koomar (Vice Chair), Biasiotta, McPherson, Mersmann, Pacetti, Sleasman, Weiss, Welch

Not present: Love

Staff/Other: Basso, Bennett, Birdsong Terry, Burney, Caver, Cottrell, Davidson, Dykes, Fields, Fleig, Ford, Freilich, Garofoli, Gautam, Jenkins, Johnson, Jones, Jupina, Kirkland, Miller, Mothes, Schipper, Sutula, Togher, Young

Public: Hagar, Loh, Rodriquez

The meeting was called to order at 9:09 a.m. There were nine (9) Board members present.

It was advised that notice of this meeting had been posted more than twenty-four hours in advance of the meeting, that the usual notification had 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 had been complied with.

Minutes

President Lucas stated that the minutes from the February 27, 2024 Board Meeting and March 5, 2024 Special Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. It was moved and seconded. The minutes were approved.

Public Comments – Agenda Items

1. Larry Rodriquez – Autistic people with audio sensitivity issues are overwhelmed by the bell that sounds when the ramp is deployed, the speaker boxes on the coach and when the operator uses the horn. Some of the paratransit buses are in bad shape. The paratransit phone line should be updated.
2. Airric Stewart – The owners of Public Square Cleveland Neighborhood Progress and Burten Bell Carr and RTA have a responsibility to the social well being of the public. Dr. Caver is on the CNP Board. These organizations want to improve the neighborhoods surrounding Shaker Square. The 48A as an hourly bus with the 48 will give a 30-minute service to Shaker Square. The 15A would give service to Shaker Square.

Committee Reports

The Civilian Oversight Committee will create the Ad Hoc Selection Committee to review applicants for appointment. There are two open appointments. The application process closed March 15.

Introduction of New Employees/Promotions

There were 29 new hires and 3 promotions. Their names are listed on the PowerPoint presentation.

Introduction of Resolutions

- A. 2024-19 - Authorizing an increase to Contract No. 2022-054 with Delta Railroad Construction, Inc. for Project 52X – Light Rail Track Rehabilitation Replacement of the East

- 75th Street Interlocking in the amount of \$141,968.60 for a total contract amount not to exceed \$3,789,476.44 and reinstating the General Manager, Chief Executive Officer's change order signing authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mayor Biasiotta. Ms. Mersmann asked for a roll call. There were eight (8) ayes and one (1) abstention from Ms. Mersmann. It passed.
- B. 2024-20 - Authorizing an increase to Contract No. 2023-030 with Suburban Maintenance & Construction, Inc. for Project 62A – Rehabilitation of Track/Platform Bridges over W. 117th Street in the amount of \$765,000.00 for a total contract amount of \$8,352,660.93 and reinstating the General Manager, Chief Executive Officer's Change Order Signing Authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch. Ms. Mersmann asked for a roll call. There were eight (8) ayes and one (1) abstention from Ms. Mersmann. It passed.
- C. 2024-21 - Authorizing Contract No. 2023-156 with Quality Control Inspection, Inc. for Project 52N-CS – Tower City East Portal Rehabilitation Construction Inspection Services in an amount not to exceed \$499,649.00 (Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. McPherson. Ms. Mersmann asked for a roll call. There were eight (8) ayes and one (1) abstention from Ms. Mersmann. It passed.
- D. 2024-22 - Authorizing Contract No. 2023-188 with Pirc Company Landscaping & Snowplowing LLC to provide rail landscaping services in an amount not to exceed \$1,181,147.07 for a period of three years, and in amounts not to exceed \$401,616.12 and \$405,632.28 for each of two option years, respectively, for a total five-year contract amount not to exceed \$1,988,395.47 (General Fund, Service Management Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Mersmann. Mr. Sleasman requested a roll call. There were eight (8) ayes and one (1) abstention from Mr. Sleasman. It passed.
- E. 2024-23 - Amending Section 222.04 Community Advisory Committee of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Ms. Welch, seconded by Ms. Mersmann and approved by unanimous vote.

Secretary-Treasurer's Report

Rajan D. Gautam, Deputy General Manager of Finance and Secretary-Treasurer gave the report. March sales tax is not in yet. Through the end of February, inflation increased to 3.4% from 3.1% in January. The FOMC is meeting today and tomorrow and will have some additional information that will be shared at a later date. February ridership was 8.9% higher compared to the same period for 2023. Most modes have seen an increase in ridership. YTD we are up 8.9% over last year. Passenger fares are 1.6% below January 2024. We remain 17.6% above budget. YTD passenger fares are 20.5% higher than the two-month period in 2023. YTD February sales tax we are down 0.5%. This remains the largest unrestricted source of our revenue. It has been strong over the last several years.

Mayor Weiss asked about the 2023 ridership. Mr. Gautam said the 3.4 million rides was a 36.7% increase over 2022 which was 2.5 million rides of 11.6%. There has been a slight increase in ridership over each year from 2021.

General Manager/CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. RTA had extra capacity on all rail lines during the St. Patrick's Day Parade this past Sunday. Staff and volunteers assisted riders on the system.

Transit Police and Transit Ambassadors patrolled the stations and bus stops. No major issues were reported. RTA will host a Women's History Month Conference, March 28 at the Cleveland Public Library downtown from 9:30 a.m. – 2 p.m. RTA's Elevating Women Together (EWT) Resource Group is the host organization under the leadership of Daveda Banks, Triskett Transportation Manager and Felicia Brooks Willams, Senior Manager, Office of Equal Opportunity.

RTA leadership visited FTA Region V in Chicago, IL, March 11 to discuss grant applications, financial forecasting and project updates. They toured the Chicago Transit Authority (CTA) Control Center to see rail and bus dispatch best practices, safety measures and technology innovations. CTA is building a new control center. FTA will also be on site when RTA hosts the APTA Rail Conference this June. RTA collaborated to bring Frontier Airlines to Cleveland as their hub. In February the Board approved the distribution of 400, 7-day transit passes, Commuter Advantage and Travel Training to Frontier Airlines.

Later today there will be a recognition ceremony for outgoing Board President Rev. Charles P. Lucas here at the Main Office from 11 a.m. – 12:30 p.m. to acknowledge his commitment to service.

Public Comments – public transit related items

1. Bryan Haggard – Bryan is a 27-year transit rider. Bryan did not agree with every statement made by Airric Stewart earlier today. Bryan rides the 50 every day. It could be more frequent service to improve cross-town connections. The 48 could be improved also. Route 9 evening service was an hour late at Severance Center.
2. Airric Stewart – Airric doesn't believe the NextGen changes improved service. The CAC should be reviewing the NextGen changes and his proposal for 15A and 48A.

Executive Session Requested

It was moved by Mayor Koomar, seconded by Ms. Welch to go into executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, compensation of a public employee or official. There were nine (9) ayes and none opposed.

It was moved by Ms. Welch, seconded by Mayor Biasiotta to come out of executive session. There were nine (9) ayes and none opposed.

COC Ad Hoc Selection Committee

It was moved by Ms. Welch, seconded by Ms. Pacetti to reinstate Ad Hoc Selection Committee members Lauren Welch, Mayor Koomar and Mayor Weiss to review applicants for appointment to the COC.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, April 16, 2024** 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 10:15 a.m.

President

Attest: _____
Secretary-Treasurer

Minutes

RTA Annual Meeting

10:15 a.m., March 19, 2024

Board Members: Lucas (Chair), Koomar (Vice Chair), Biasiotta, McPherson, Mersmann, Pacetti, Sleasman, Weiss, Welch

Not present: Love

Staff/Other: Basso, Bennett, Birdsong Terry, Burney, Caver, Cottrell, Davidson, Dykes, Fields, Fleig, Ford, Freilich, Garofoli, Gautam, Jenkins, Johnson, Jones, Jupina, Kirkland, Miller, Mothes, Schipper, Sutula, Togher, Young

Public: Hagar, Loh, Rodriquez

The meeting was called to order at 10:15 a.m. There were nine (9) Board members present.

The Secretary advised that notice of this meeting had been posted more than twenty-four hours in advance of the meeting, that the usual notification had 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 had been complied with.

Mayor Biasiotta, Chair of the Nominating Committee conducted the election. He thanked Rev. Lucas for his service. Rev. Lucas thanked the Board for allowing him to serve.

The Nominating Committee received one letter of interest from Mayor Paul A. Koomar for the Office of President and one letter of interest from Ms. Lauren R. Welch for the Office of Vice President. The candidates were approved by the Nominating Committee at their March 5, 2024 meeting and moved to be considered at today's Annual meeting. Mayor Biasiotta asked if there were any additional nominations for each office. There were none.

Nominations and election for the Office of President

Mayor Biasiotta asked for a motion and second to approve Mayor Koomar as President. It was moved by Mayor Weiss seconded by Ms. Welch. There were nine (9) ayes and none opposed. Mayor Koomar thanked Rev. Lucas for his leadership. We have funded rail cars, instituted the COC and CAC members and improved Paratransit Service under Rev's guidance.

Nominations and election for the Office of Vice President

Mayor Biasiotta asked for a motion and second to approve Ms. Welch as Vice President. It was moved by Mayor Koomar, seconded by Mr. Sleasman. There were nine (9) ayes and none opposed. Ms. Welch thanked Rev. Lucas for his guidance, leadership and advocacy on the Board and in the region.

This meeting adjourned at 10:21 a.m.

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2024-24

EXPRESSING CONGRATULATIONS TO THE EMPLOYEES OF THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY WHO RETIRED
DURING THE FIRST QUARTER OF 2024

WHEREAS, the following employees retired from the Greater Cleveland Regional Transit Authority during the first quarter of 2024 after numerous years of dedicated public service:

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
Alphonso Mills	Bus Operator	Hayden
William Nix	Bus Operator	Hayden
Phillip Coggins	Bus Operator	Hayden
Tyrone Pryor	Bus Operator	Hayden
Corles Kendricks	Heating/Air Conditioning Mechanic	Hayden
Derrick Turner	Bus Operator	Triskett
Charlene Seals	Bus Operator	Triskett
Robert Tarr	Rail Operator	Rail Operators
Neil Lawrence	Assistant Supervisor - Track	Central Svc Bl
Kenneth Yontz	Body Mechanic	Central Rail Maint.

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 16, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT NO. 66B – PORT OF CLEVELAND CONNECTOR TRACK VENDOR: KENNEDY RAILROAD SERVICES, LLC AMOUNT: \$883,443.00	Resolution No.: 2024-25
	Date: April 11, 2024
	Initiator: Engineering & Project Development 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 allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide construction services for the Port of Cleveland connection to the Waterfront Line.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the need to connect the Port of Cleveland's railroad to the Waterfront Line in preparation for the delivery of the new railcar fleet. The work to be performed under this contract includes, but is not limited to, furnishing and installing 410 track feet of 115 RE track and two crossovers, surfacing and de-stressing the track structure, and other ancillary site/civil work associated with completing the scope of work.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Sixteen (16) interested parties, including potential subcontractors, downloaded the solicitation package. Four (4) bids were received and opened on February 15, 2024, as follows:

Company Name	Total Base Bid
Kennedy Railroad Services, LLC	\$883,443.00
Wintrow Construction Corporation	\$1,085,771.00
Railworks Track Services, Inc.	\$1,198,367.00
Delta Railroad Construction, Inc.	\$1,455,572.00

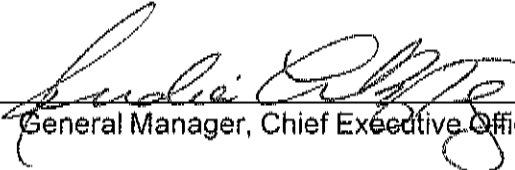
The basis of award is the lowest responsive bid from a responsible bidder for the Total Base Bid Price. Kennedy Railroad Services, LLC was determined to be a responsible bidder. The Total Base Bid price of \$883,443.00 from Kennedy Railroad Services, LLC is 47.13% less than the engineer's estimate of \$1,671,020.99.

A price analysis has been performed, and the bid of Kennedy Railroad Services, LLC has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION / DBE BACKGROUND:** All Affirmative Action requirements have been met. A 5% DBE goal was established for this procurement. Kennedy Railroad Services, LLC has committed to achieving the DBE participation goal through the utilization of Cook Paving & Construction Co. (African American female-owned) in the amount of \$176,155.00 or 19.9%.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2023-042-337, in an amount not to exceed \$883,443.00 (\$706,754.40 in federal funds, which represents 80% of total cost).
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid would impact the Authority's ability to receive the new railcars via rail.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the April 2, 2024 Operational Planning and Infrastructure Committee meeting. It is recommended that the bid from Kennedy Railroad Services, LLC be accepted and the resolution adopted 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. 2024-25

AUTHORIZING CONTRACT NO. 2024-002 WITH KENNEDY RAILROAD SERVICES, LLC FOR PROJECT NO. 66B – PORT OF CLEVELAND CONNECTOR TRACK IN AN AMOUNT NOT TO EXCEED \$883,443.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“Authority”) deems it necessary to acquire construction services for Project 66B – Port of Cleveland Connector Track; and

WHEREAS, the bid of Kennedy Railroad Services, LLC, located at 1550 N. Bailey Rd., North Jackson, Ohio 44451, was received on February 15, 2024 in an amount not to exceed \$883,443.00; and

WHEREAS, the Authority’s General Manager, Chief Executive Officer deems the bid of Kennedy Railroad Services, LLC 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 Kennedy Railroad Services, LLC for Project No. 66B – Port of Cleveland Connector Track, 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 Kennedy Railroad Services, LLC for Project No. 66B – Port of Cleveland Connector Track.

Section 3. That said contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2023-042-337, in an amount not to exceed \$883,443.00 (\$706,754.40 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, 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 Authority’s Board of Trustees expects that Kennedy Railroad Services, LLC will attempt to exceed the 5% minimum DBE goal assigned to this procurement.

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

Adopted: April 16, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: RAILCAR VINYL SEAT UPHOLSTERY VENDOR: FREEDMAN SEATING COMPANY AMOUNT: \$298,490.72	Resolution No.: 2024-26
	Date: April 11, 2024
	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 allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide railcar vinyl seat upholstery.
- 2.0 **DESCRIPTION/JUSTIFICATION:** Rail Equipment will be upgrading the fabric seating from cloth to vinyl on 24 heavy rail vehicles (HRV) and 12 light rail vehicles (LRV). Seating has been identified as an area of concern regarding vehicle cleanliness in customer surveys conducted as part of TRACTION. Cloth seats tend to stain easily and are more difficult to sanitize. The vinyl seats will help alleviate the absorption of fluids while increasing the Authority's ability to thoroughly clean rail seats in a timely manner. The rail seat replacement project will help with future concerns about cleanliness, thereby increasing rider satisfaction and improving survey results.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Thirty-three (33) interested parties, including potential subcontractors, downloaded the solicitation package. Six (6) bids were received and opened on February 21, 2024. Of those six (6) bids, there were five (5) responsive bids. They are as follows:

Company Name	Total Base Bid
Freedman Seating Company	\$298,490.72
Sedia Inc.	\$301,838.40
Romeo Luxury Customs	\$347,950.08
Bergen Seating LLC	\$453,600.00
FellFab Corporation	\$493,729.12

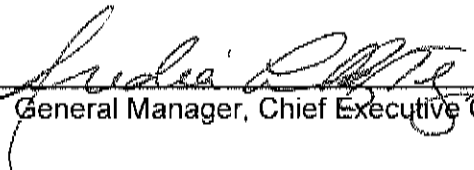
The Basis of Award is the lowest responsive bid from a responsible bidder for the total base bid price. Freedman Seating Company was determined to be a responsible bidder. The total base bid price of \$298,490.72 from Freedman Seating Company is approximately 41% below the project estimate of \$508,810.00.

A price analysis has been performed, and the bid from Freedman Seating Company has been determined by the Procurement department 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:** This procurement shall be payable through the RTA Development Fund, Fleet Management Department budget, including but not limited to 100% local funds, in an amount not to exceed \$298,490.72.
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid may impact the Authority's ability to maintain cleanliness on HRV and LRV trains and improve customer satisfaction ratings.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the April 2, 2024 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the bid from Freedman Seating Company be accepted and the resolution adopted 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. 2024-26

AUTHORIZING CONTRACT NO. 2024-5 WITH FREEDMAN SEATING COMPANY FOR THE PURCHASE OF RAILCAR VINYL SEAT UPHOLSTERY, AS SPECIFIED, IN AN AMOUNT NOT TO EXCEED \$298,490.72 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deems it necessary to purchase railcar vinyl seat upholstery for both the heavy and light rail vehicles to ensure cleanliness and passenger satisfaction; and

WHEREAS, the bid of Freedman Seating Company, located at 4545 W. Augusta Blvd. Chicago, IL 60651, was received on February 21, 2024 in an amount not to exceed \$298,490.72; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Freedman Seating 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 Freedman Seating Company for the purchase of railcar vinyl seat upholstery 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 Freedman Seating Company for the purchase of railcar vinyl seat upholstery.

Section 3. This procurement shall be payable through the RTA Development Fund, Fleet Management Department budget, including but not limited to 100% local funds, in an amount not to exceed \$298,490.72.

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 Authority's Board of Trustees expects that Freedman Seating Company 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 16, 2026

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: RAPID STATION WASHING AND CLEANING SERVICES FOR A THREE-YEAR PERIOD VENDOR: PREMIER WINDOW CLEANING LLC AMOUNT: NOT TO EXCEED \$483,120.00 FOR THE THREE YEARS	Resolution No.: 2024-27
	Date: April 11, 2024
	Initiator: Rail Facilities Maintenance 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 allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide rapid station washing and cleaning services for a three-year period.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This project covers approximately twenty-five (25) major Authority facilities that require semi-annual interior, exterior and platform cleaning, including window washing, as specified. Stations included are West 25th Street – Ohio Station, West 98th – West Boulevard – Cudell, West 65th Station, West 117th & Madison, West Park Station, Triskett, Puritas, Brookpark, Airport platform & walls, Louis Stokes Station at Windermere, Cedar-bus loop and rail sides, Little Italy, Superior Station, East 55th Street, East 34 Campus, Buckeye Woodhill, Settlers Landing, East Bank Stations, West 3rd, North Coast – East 9th, Rocket Mortgage Fieldhouse Walkway, Lee & Van Aken Station, Headquarters Building, Service Building, and Rail Shop Building.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Thirty-five (35) interested parties, including potential subcontractors, downloaded the solicitation package. Two (2) bids were received and opened on March 13, 2024. They are as follows:

Company Name	Total Base Bid
Premier Window Cleaning LLC	\$483,120.00
H2O Mobile Pressure Washing Inc.	\$747,000.00

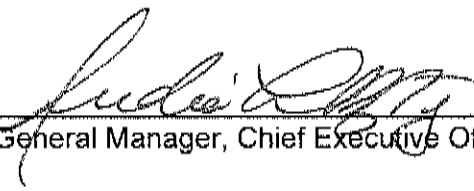
The Basis of Award is the lowest responsive bid from a responsible bidder for the total base bid price for a three-year period. Premier Window Cleaning LLC was determined to be a responsible bidder. The total base bid price of \$483,120.00 from Premier Window Cleaning LLC is 19% above the project estimate of \$391,130.00.

A price analysis has been performed, and the bid from Premier Window Cleaning LLC has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** All Affirmative Action requirements have been met. A 17% DBE goal was established for this procurement. Premier Window Cleaning LLC has committed to achieving the DBE participation goal through the utilization of Bush Spring LLC (African American male-owned) in the amount of \$82,130.00 or 17%.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the General Fund, Rail Facilities Maintenance Department budget, including but not limited to, 100% local funds, in an amount not to exceed \$161,040.00 per year, for a total contract amount not to exceed \$483,120.00 for a three-year period.
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid will impact the Authority's ability to maintain cleanliness of the rapid stations and decrease customer satisfaction.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the April 2, 2024 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the bid from Premier Window Cleaning LLC be accepted and the resolution adopted 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. 2024-27

AUTHORIZING CONTRACT NO. 2024-6 WITH PREMIER WINDOW CLEANING LLC FOR RAPID STATION WASHING AND CLEANING SERVICES FOR A PERIOD OF THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$483,120.00 (GENERAL FUND, RAIL FACILITIES MAINTENANCE DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires the services of a professional cleaning company for the continued maintenance of the Authority's rapid stations to ensure cleanliness and continued passenger satisfaction; and

WHEREAS, the bid of Premier Window Cleaning LLC, located at 3043 Chadbourne Rd. Shaker Heights, Ohio 44120, for rapid station washing and cleaning of the Authority's facilities for a period of three (3) years was received on March 13, 2024 in an amount not to exceed \$483,120.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Premier Window Cleaning LLC 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 Premier Window Cleaning LLC for the washing and cleaning of the rapid stations for a period of three (3) years 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 Premier Window Cleaning LLC for the washing and cleaning of the rapid stations, as specified, for a period of three (3) years.

Section 3. This procurement shall be payable through the General Fund, Rail Facilities Maintenance Department budget, including but not limited to 100% local funds, in an amount not to exceed \$161,040.00 per year, for a total contract amount not to exceed \$483,120.00 for a period of three (3) years.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to 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 Authority's Board of Trustees expects that Premier Window Cleaning LLC 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 16, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FURNISHING OF TRANSMISSION FLUID, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF ONE (1) YEAR VENDOR: NORTHEAST LUBRICANTS LTD. AMOUNT: NOT TO EXCEED \$103,000.00	Resolution No.: 2024-28
	Date: April 11, 2024
	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 action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the procurement of transmission fluid, as specified and as required, for a period of one (1) year.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has a recurring need for transmission fluid that is necessary for the maintenance of all revenue and non-revenue vehicles operated by the Authority.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Fourteen (14) interested parties downloaded the solicitation. Three (3) responsive bids were received on March 27, 2024. The bid of Northeast Lubricants Ltd. has been determined by the Procurement Department to be the lowest responsive bid from a responsible bidder.

Supplier	Anticipated Usage Gallons	Cost Per Gallon	Total Contract
Northeast Lubricants Ltd.	4,000	\$25.75	\$103,000.00
Reladyne	4,000	\$27.20	\$108,800.00
Safety Kleen	4,000	\$31.25	\$125,000.00

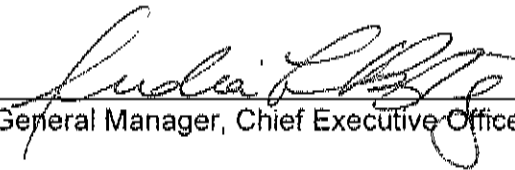
A price analysis has been performed, and the Procurement department has determined the price to be fair and reasonable to the Authority.

- 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:** This procurement will be funded through the General Fund, Fleet Management Department budget, in an amount not to exceed \$103,000.00 for a period of one (1) year. The bid price is slightly above the budget estimate of \$102,800.00.
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid would delay procurement of this product and cause the Authority to be without transmission fluid, thereby adversely affecting the maintenance of all revenue and non-revenue vehicles.

8.0 RECOMMENDATION: It is recommended that the bid of Northeast Lubricants Ltd. be accepted and the resolution adopted 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. 2024-28

AUTHORIZING CONTRACT NO. 2024-023 WITH NORTHEAST LUBRICANTS LTD. FOR THE FURNISHING OF TRANSMISSION FLUID, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$103,000.00 (GENERAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has a recurring requirement to obtain transmission fluid, as specified and as required, for a period of one (1) year, to be used for the routine maintenance of all revenue and non-revenue vehicles; and

WHEREAS, the bid of Northeast Lubricants Ltd. located at 4500 Renaissance Parkway, Cleveland, Ohio 44128, for the furnishing of transmission fluid, as specified and as required, for a period of one (1) year at unit prices resulting in a total contract amount not to exceed \$103,000.00, was received on March 27, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Northeast Lubricants Ltd. 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 Northeast Lubricants Ltd., for the furnishing of transmission fluid, as specified and as required, for a period of one (1) year 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 Northeast Lubricants Ltd., for the furnishing of transmission fluid, as specified and as required, for a period of one (1) year.

Section 3. This contract shall be payable from the RTA General Fund, Fleet Management Department budget, in an amount not to exceed \$103,000.00 for a period of one (1) year.

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 Authority's Board of Trustees expects that Northeast Lubricants Ltd. 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 16, 2024

President

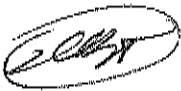
Attest: _____
Secretary-Treasurer



Greater Cleveland
Regional Transit Authority

Interoffice Memo

To: Mayor Paul A. Koomar, President
and Members, Board of Trustees

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

Date: April 11, 2024

Subject: Approving the Greater Cleveland Regional Transit Authority's 2024-2027
Quadrennial Equal Employment Opportunity Program And Affirmative Action
Goals

The Authority's Committee of the Whole reviewed the QEEOP and affirmative action goals at its April 2, 2024, meeting and recommended approval to the full Board of Trustees.

Federal law requires that grant recipients do not engage in employment discrimination, stating: A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, religion, national origin, sex, disability, or age. This provision applies to employment opportunities and supplements employment protections found in Title VI of the Civil Rights Act of 1964 (Title VI).

FTA requires submission of a written affirmative action plan every four years. GCRTA's QEEOP and Affirmative Action Goals are due to FTA on May 1, 2024. Please see the following attachments:

Attachment A: Quadrennial Equal Employment Opportunity (QEEOP) - a detailed written narrative that the Authority implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and other opportunities associated with employment.

Attachment B: Proposed Affirmative Action Goals - the result of a utilization analysis based on the workforce and the available labor market. The goals are established to correct any identified underutilization.

Please call me if you have any questions or require additional information prior to Tuesday's meeting.

IBT/fbw



TITLE/DESCRIPTION: APPROVING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY'S 2024-2027 QUADRENNIAL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND AFFIRMATIVE ACTION GOALS	Resolution No.: 2024-29
	Date: April 11, 2024
	Initiator: Office of Equal Opportunity
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 Greater Cleveland Regional Transit Authority ("Authority") to approve the Quadrennial Equal Employment Opportunity Program (QEEOP) which establishes affirmative action goals for the employment of women and minorities in order to comply with the requirements and guidelines published by the U.S. Department of Transportation, Federal Transit Administration ("FTA").
- 2.0 DESCRIPTION/JUSTIFICATION: The Authority's Office of Equal Opportunity has determined the need for the Authority to approve the QEEOP and establish affirmative action goals for employing women and minorities during the four-year period 2024-2027 to comply with FTA requirements.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: The Authority's Board of Trustees adopts the QEEOP and affirmative action goals in accordance with federal requirements.
- 6.0 ECONOMIC IMPACT: Failure to approve the QEEOP and establish affirmative action goals and timetables to comply with the terms of the federal requirements may result in a finding by the FTA of non-compliance with the FTA's Master Grant Agreement and the imposition of appropriate sanctions, including a refusal by the FTA to approve grant applications.
- 7.0 ALTERNATIVES: Reject request for approval of the 2024-2027 QEEOP which would risk the approval of grant applications.
- 8.0 RECOMMENDATION: The Authority's Committee of the Whole reviewed the QEEOP and affirmative action goals at its April 2, 2024, meeting and recommended approval to the full Board of Trustees. It is recommended that the 2024-2027 QEEOP and its affirmative action goals be approved and the Resolution passed authorizing the General Manager, Chief Executive Officer, and Chief Civil Rights Officer to implement the goals.

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. 2024-29

APPROVING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY'S
2024-2027 QUADRENNIAL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
AND AFFIRMATIVE ACTION GOALS

WHEREAS, Title 49 U.S.C. 5332(b) "Public Transportation" provides that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project, program or activity funded in whole or in part through federal financial assistance; and

WHEREAS, Federal Transit Administration ("FTA") Circular 4704.1A Equal Employment Opportunity ("EEO") provides guidelines and requirements for FTA grant recipients; and

WHEREAS, pursuant to the FTA's guidelines and requirements, the Authority, as a recipient of FTA funding, must submit an updated EEO Program to FTA every four (4) years or as major changes occur in the workforce or employment conditions, whichever comes first; and

WHEREAS, the FTA requires that the EEO Program include goals and timetables to correct identified areas of underutilization or concentration; and

WHEREAS, following FTA's directives, the Authority's EEO Program requires that the General Manager, Chief Executive Officer establish goals and review said goals on a quarterly basis for employing women and minorities; and

WHEREAS, in accordance with federal requirements, the General Manager, Chief Executive Officer met with management staff to determine the goals during the four-year period 2024-2027 for the employment of women and minorities; and

WHEREAS, said goals have been determined using the minimum criteria established in the federal regulations.

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

Section 1. That the Quadrennial Equal Employment Opportunity Program and the affirmative action goals for the employment of women and minorities during the years 2024-2027, as set forth in Attachments A and B hereto and incorporated herein, are approved and adopted by the Authority's Board of Trustees.

Section 2. That this resolution shall become effective immediately upon its adoption.

Adopted: April 16, 2024

President

Attest: _____
Secretary-Treasurer

The Greater Cleveland Regional Transit Authority (GCRTA)

Quadrennial Update of the Equal Employment Opportunity (EEO) Program 2024

This EEO Program is submitted to the Federal Transit Administration (FTA).



**Greater Cleveland
Regional Transit Authority**
rideRTA.com

Top U.S. Official:

India L. Birdsong Terry,
General Manager/CEO & Chief Civil Rights Officer

EEO/AA Responsibility:

Felicia Brooks Williams
Senior Manager, Office of Equal Opportunity, ADA & DEI

Confidential Trade Secret Materials

The material set forth in this program is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to Greater Cleveland Regional Transit Authority ("The Authority"). In addition, all statistical components of this program, including any and all data pertaining to employee compensation, workforce structure, final availability, goals and timetables, determinations of adverse impact and determinations of problems in workforce distribution and supporting employment policies and practices, or the analyses of any of the foregoing, are deemed to constitute trade secrets, operations information, confidential statistical data and other confidential commercial and financial data within the meaning of the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et. seq., the Trade Secrets Act, 18 U.S.C. §1905, and 44 U.S.C. §3508, the disclosure of which is prohibited by law and would subject the individual making the disclosure to criminal and/or civil sanctions. This material has not been disclosed to the public and should not be, since such disclosure could cause substantial competitive harm to The Authority. Therefore, in accordance with 29 C.F.R. §70.26(c) – (e), we expect that The Authority will be notified in writing by the agency prior to disclosure of any request for information pertaining to all or any part of this program, and that The Authority shall be given an opportunity to present its objection to disclosure.

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I. Introduction: FTA EEO Compliance Requirements

This EEO Program is designed to satisfy The Authority's equal employment opportunity and affirmative action responsibilities under Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et seq.); Title II of the Genetic Information Nondiscrimination Act of 2008, as amended (42 U.S.C. § 2000ff); 49 U.S.C. § 5332(b) of the Federal Transit Act; U.S. Department of Transportation (DOT) EEO implementing regulations (49 CFR Part 21), and the FTA Master Agreement, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 793); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); and the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C. §§ 4301–4335).

The Authority has prepared this EEO Program to cover all applicants and employees. As described in detail in the program that follows, The Authority has a continuing commitment to the practice and implemented action of this EEO Program.

II. The Greater Cleveland Regional Authority

GCRTA has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce culture of belonging, reflective of the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

The GCRTA Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation. All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding, (such as an investigation or lawsuit), or otherwise engages in protected activity, is strictly prohibited, and will not be tolerated.

We are committed to providing reasonable accommodations to applicants and employees who may be differently abled or to practice or observe their religion, absent undue hardship. All employees and customers have the right to request ADA accommodation or modification.

As the General Manager/CEO and Chief Civil Rights Officer, I maintain overall responsibility and accountability for GCRTA's compliance with its EEO Policy and Program. Felicia Brooks-Williams serves as the Senior Manager, Office of Equal Opportunity, ADA, and DEI, responsible for day-to-day management of the EEO, ADA and DEI Programs, including program preparation, monitoring, ADA accommodations and complaint investigations.

All executives, management, and supervisory personnel, however, share the responsibility for implementing and monitoring GCRTA's EEO Policy and Programs within their respective areas and will be assigned specific tasks to ensure compliance is achieved. GCRTA will evaluate its managers' and supervisors' performance on their successful implementation of GCRTA's policies and procedures, in the same way GCRTA assesses their performance regarding other agency's goals.

We are committed to our written nondiscrimination program that sets forth the policies, practices, and procedures, with goals and timetables, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

As the General Manager, Chief Executive Officer, and Chief Civil Rights Officer, I am personally committed to a workplace that fulfills on a daily basis its responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Programs.

I fully support The Authority's equal opportunity and affirmative action policies.

India L. Birdsong Terry
General Manager, CEO and
Chief Civil Rights Officer

Date

III. Dissemination of Policy

The Authority ensures applicants are aware of its equal employment program by posting its EEO policies and program in public and common areas within the workforce such as at entrance doors and interview rooms where possible. These elements of The Authority's EEO program are made available to our employees by publishing content on bulletin boards in break rooms and in our Employee Handbook.

A. Internal Dissemination

- India Birdsong Terry, GM/CEO & Civil Rights Officer, sent written communication to all managers and supervisors to inform them of EEO policy.
- Official EEO materials, such as Federal and state required labor law posters are prominently displayed in community areas within the facility, so all employees can view The Authority's EEO program and expectations.
- The EEO Program and policy is published in the employee handbook for all current employees to read.
- The Authority holds a semi-annual meeting with managers and supervisors to discuss the EEO Program and its implementation. New managers and supervisors are trained within (90) days of hire or appointment.
- The Authority shares its EEO Program and Policies with its Diversity, Equity, and Inclusion Team members to obtain input from various Employee Resource Groups for program implementation and effectiveness.
- Non-supervisory staff is informed of the EEO policy through new employee orientation, periodic training, and publicly displayed EEO posters and policy statements.

B. External Dissemination

- All recruitment sources will continue to be used to inform people of GCRTA's Equal Employment Opportunity Policy.
- All advertisements of job openings and all announcements of upcoming examinations will continue to include the phrase, "An Equal Opportunity/ADA Employer."
- The Authority will continue advertise that it is an "Equal Opportunity Employer" in all public media sources, especially radio and television stations, newspapers, magazines, and other journals, making an extra effort to inform those sources that are specifically oriented to minorities and females.

IV. Designation of Personnel Responsibility

Pursuant to the requirements under FTA C 4704.1A, overall responsibility for implementation of the EEO Program lies with the General Manager/CEO & Civil Rights Officer and the Senior Manager of the Office of Equal Opportunity. The Senior Manager of the Office of Equal Opportunity, ADA, & DEI, has the authority, resources, support of and access to top management to ensure effective implementation of the EEO Program. Felicia Brooks-Williams, Senior Manager of the Office of Equal Opportunity is identified in all internal and external communications regarding The Authority's EEO policy. It is The Authority's objective to ensure full adherence to its EEO policy and to the program.

These positions responsibilities include, but are not limited to:

CEO, General Manager and Chief Civil Rights Officer

The General Manager/CEO has the overall responsibility for overseeing the implementation of the Affirmative Action/ EEO Program. The General Manager serves as the Civil Rights Officer and delegates the day-to-day responsibility to the Senior Manager of the Office of Equal Opportunity.

Senior Manager of the Office of Equal Opportunity

- Developing and recommending policy statements, EEO Program and both internal and external communication programs (i.e., to include leading the charge on ensuring EEO posters are properly displayed in conspicuous work areas).
- Ensuring consistency and completeness of The Authority's EEO Program with federal, state, and local agencies' rules and regulations.
- At a minimum, biannually meeting with and discussions of the problem areas and progress of each unit's goal progress with Key Leaders including the CEO.
- Assisting officials and managers with collecting and analyzing employment data, monitoring internal audit, and reporting systems to identifying problem areas and setting goals to address underutilization of minorities, females and individuals who have disabilities.
- Collaboratively working with HR Business Partners and Talent Acquisition team members to discuss where goal progress has been achieved and recommendations for proactive sourcing in areas where goals remain.
- Providing periodic training and feedback to officials and managers based on their EEO progress.
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and measuring where progress has been made and where proactive action is needed.
- Serving as liaison between The Authority and Federal, state, county, local governments, regulatory agencies, and community organizations that serve minorities, women, and persons with disabilities.
- Assuring current legal information affecting equal opportunity employment is disseminated to appropriate personnel.
- Concurring on all hires and promotions.

- Processing employment discrimination complaints.
- Assisting in recruiting minority, handicapped and female applicants and establishing outreach sources for use by hiring officials.
- Reviewing the agency's nondiscrimination plan with all managers, supervisors, and The Authority's affinity group members focused on EEO ensuring diversity, equity and inclusion are at the core of all people related processes.
- In partnership with Human Resources, periodically reviewing employment practices, policies, complaint policies, reasonable accommodation policies, performance evaluations grievance processes and union agreements.
- In conjunction with human resources, advising employees and applicants of available training programs and professional development opportunities and the entrance requirements.
- Auditing postings of the EEO policy statements to ensure compliance information is posted and up to date.

The Office of Equal Opportunity (OEO) Program Administrator also assists the Senior Manager with the day-to-day responsibilities of the implementation of the EEO Program.

In addition, the following entities assist with the direct application of the Authority's EEO Program:

Deputy General Manager for Administration and External Affairs; A member of the Executive Management Team reporting directly to the General Manager/CEO and Chief Civil Rights Officer. The Senior Manager of OEO, ADA & DEI is a direct report to the Deputy General Manager of Administration and External Affairs. This Deputy General Manager oversees Diversity, Equity, Inclusion and Belonging (DEI &B). The Administration and External Affairs Division consists of OEO, Marketing, Government, Affairs, Community Engagement, Mobility Management, Media Relations, and Customer Service.

Deputy General Manager for Legal Affairs: A member of the Executive Management Team reporting directly to the General Manager/CEO and Chief Civil Rights Officer. The Deputy General Manager oversees the Legal Affairs Division and supports the Office of Equal Opportunity. The Legal Affairs Division is comprised of the Legal, Safety and Risk Management Departments.

Deputy General Counsel and Associate Legal Counsel, in Administrative & Labor Law: Investigate external charges of harassment and discrimination from employees and customers, including the interviewing of all relevant witnesses, gathering, and analyzing data and materials, and making recommendations for corrective action, where appropriate.

Director, Business Development: Under the direction of the Deputy General Manager, Finance & Administration, the Director of Business Development is responsible for the functioning and coordination of the Small Business/Disadvantaged Business Enterprises (DBE) Program. This program creates and monitors the neutral and race-conscious goals set on outstanding contracts, grants, and procurement projects, and works with the DBE community to help the Authority achieve those goals.

Managers, Employment & Recruitment: The Authority's Human Resources Department is charged with the functional day-to-day administrative responsibility of ensuring that the AAP is complied with. More specifically, the Managers of Employment & Recruitment, under the direction of the Deputy General Manager, Human Resources, ensures that equal opportunity is afforded to all current and prospective employees regarding recruitment, appointment, compensation, promotion, and benefits. The Human Resources Department provides reports, statistics, and other relevant information to the Office of Equal Opportunity to ensure that the program goals are being met and can be reported to the Affirmative Action/Equal Opportunity committee.

Affirmative Action/Equal Opportunity Committee: The Equal Opportunity Committee is appointed by the General Manager/CEO and consists of the General Manager/CEO; the Deputy General Manager, Legal Affairs; the Director of Business Development; the Director of Employment & Recruitment; the Senior Manager of the Office of Equal Opportunity; and other personnel deemed appropriate by the General Manager/CEO. The Senior Manager of the Office of Equal Opportunity is responsible for setting the agenda for this meeting and maintaining a record of all the proceedings of the meetings. The Committee meets no less than semi-annually.

Directors/Managers/Supervisors; All supervisory personnel share the responsibility for ensuring the effectiveness of the Authority's EEO Program. They are expected to give their full cooperation and active support to the EEO Program.

Among the specific requirements of the administrative and supervisory personnel are to:

- Lead by example and encourage all employees to be proactive in reporting any suspicious or concerning behavior towards a fellow team member.
- Assist Human Resources with identifying problem areas and establishing goal objectives.
- Be actively involved with local minority organizations, female and disabled groups, community action organizations and community service programs designed to promote equal employment opportunity.
- Participate actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specified goals and objectives.
- Hold regular discussions with other managers, supervisors, and employees to identify and remove barriers obstructing the achievement of specified goals.
- Review the qualifications of all employees to ensure there are no barriers to positive employment outcomes such as selection for transfer, promotion, and training.
- Support career counseling for employees and provide professional leadership development programs to diverse high potential employees.
- In conjunction with Human Resources, participate in periodic audits to ensure that each location is following the EEO Program as well as federal, state, and local agencies' rules and regulations (i.e., ensure that all EEO posters are properly displayed on all employee bulletin boards).
- In conjunction with the EEO officer, maintain and update the personnel

- database for generating reports required for the nondiscrimination program.
- Cooperate with the EEO officer in review of information and investigation of complaints.

V. Utilization Analysis

Pursuant to the requirements under FTA C 4704.1A, The Authority has completed a utilization analysis as part of the EEO Program. The purpose of the utilization analysis is to identify EEO-4 categories that have an underutilization or concentration of minorities and women compared to their respective availability in the relevant labor market. The analysis also establishes the framework for goals and timetables to correct employment practices that contributed to any identified underutilization or concentration. The Authority has used the Utilization Analysis Excel Chart provided by the FTA to complete the Utilization Analysis element of the EEO Program. The elements of the utilization analysis are listed below.

The Utilization Analysis is included in the submission as Appendix A.

A. Workforce Analysis

The Authority completed a Workforce Analysis within the Utilization Analysis to depict the staffing pattern within an establishment. The workforce analysis lists the number of employees and salary ranges for each EEO-4 job category for the following subcategories for men and women:

- White (not Hispanic or Latino)
- American Indian/Alaska Native (not Hispanic or Latino)
- Black or African American (not Hispanic or Latino)
- Hispanic or Latino
- Asian (not Hispanic or Latino)
- Native Hawaiian and Other Pacific Islander (not Hispanic or Latino)
- Two or more races (not Hispanic or Latino)

B. Availability Analysis

The purpose of the availability analysis is to establish a benchmark against which the demographic composition of The Authority's incumbent workforce can be compared to determine whether barriers to equal employment opportunity may exist within the EEO-4 job categories. The Authority determined the availability of minorities and women in each EEO-4 category using availability data in the American Community Survey (ACS) database. The Authority executed the following steps to appropriately report the availability of men and women and the racial/ethnic subgroups within the utilization analysis:

- (1) The Authority determined the relevant labor market used for the EEO-4 categories of each establishment. The Authority determined the most appropriate regional, national, or local recruiting area available

in the ACS database to align this recruitment area to how The Authority recruits at each establishment in practice. The reasonable recruitment areas identified for each job category are as follows:

- 1 - Officials & Administrators - US (50%); OH (50%)
 - 2 - Professional - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
 - 3 - Technicians - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
 - 4 - Protective Service - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
 - 5 - Administrative Support - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
 - 6 - Skilled Craft Workers - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
 - 7 - Service/Maintenance - Cuyahoga County, OH (80%); Geauga County, OH (3.34%); Lake County, OH (3.34%); Lorain County, OH (3.33%); Medina County, OH (3.33%); Summit County, OH (3.33%); Portage County, OH (3.33%)
- (2) The Authority calculated the availability of men and women and the racial/ethnic subgroups using the determined recruitment areas and availability data in the ACS.
- (3) The Authority input the availability data into the utilization analysis.

C. Goals and Timetables

The utilization analysis chart identifies whether The Authority's job categories are underutilized for men, women, and/or the racial/ethnic subgroups. Using the Whole Person methodology in the Utilization Analysis, if certain EEO-4 job categories are found to be underutilized in one or more areas. The Authority will establish a placement goal. In conjunction with a set numerical and percentage placement goal, The Authority determines timetables for the next four-year period, which details the improved utilization in areas that were identified as underutilized.

Per the recommendations, The Authority has involved relevant stakeholders in developing placement goals and timetables that are both short term and long-term in nature. The short-term goals represent the aspirational increase in utilization of women and minorities by EEO-4 category in the next year. In creating short-term goals, the Authority has considered variables (e.g., job openings) that may impact The Authority's ability to improve employment practices and reach the short-term goals. Long-term goals are set to look ahead two years or more and reflect the aspirational increase in utilization of women and minorities over the 4-year duration of the EEOP. These goals are set in consideration of current and projected availability of the identified underutilized groups, as well as opportunities to hire employees due to company revenue and operating funds.

A 2024-2027 Goal Summary is provided in the submission as Appendix B.

D. Placement Goal Progress from Previous EEOP Submission

In accordance with FTA requirements, The Authority has engaged in a review of previous program submission and evaluated areas in which goals were not reached. The Authority is committed to gaining a comprehensive understanding of any circumstances surrounding goal non-attainment and develop measures for corrective action based on the results of the utilization analysis and employment practices chart.

Primarily due to the COVID-19 Pandemic, as with many employers, the Talent Acquisition (TA) team faced cultural challenges in finding and attracting talent. The impact of the pandemic forced human resources to think outside of the box and recruit passive and aggressive candidates by being proactive rather than reactive. It changed the old onboarding process from a transaction to a human design to focus on the applicants and their experience(s).

Marketing campaigns were designed to attract passive job seekers through non-traditional partnerships. The process included collaboration and participation with Workforce Development & Community opportunities to include:

- Government (City, County & State) partnerships
- Veterans Service Organizations
- Non-Profits (Community Engagement)
- Education (Community Colleges & Training Institutions)

A copy of the goals and timetables from the previous EEOP is included in the submission as Appendix C.

VI. Assessment of Employment Practices

The Employment and Recruitment Department is committed to upholding GCRTA's affirmative action standards and process. To that end, the Employment and Recruitment Department and OEO work collaboratively to ensure that the recruiting,

selection and offer process is conducted with affirmative action goals in mind. The following outlined process ensures appropriate checks in the major steps of the process while remaining service-oriented to our customers in recruiting and hiring individuals for vacant positions in the most efficient manner possible. The Employment Practices Chart is included in the submission as Appendix D.

A. Recruitment

Personnel recruitment activities are carried out primarily in accordance with The Authority's Personnel Policies and Procedures Manual (Manual) as adopted by the Board of Trustees. The provisions of the Manual are applied equally throughout The Authority, thus eliminating opportunities for disparate treatment.

To access the largest possible applicant pool, positions may be advertised in local, state, and/or national general circulation newspapers and websites. Job announcements may be distributed to various local employment, professional, academic, ethnic, social, and governmental agencies. A list of organizations/institutions with which The Authority has formed relationships to recruit potentially qualified applicants is included in the submission as Appendix E.

All job announcements are posted online through the iRecruitment system. Active employees access this system through Employee Self Service at the www.myinfo.gcrta.org site, may apply for any position for which they qualify, and must compete with all other candidates.

For non-bargaining positions, the Employment and Recruitment Department shall first screen online applications/resumes to identify those that meet the minimum qualifications. Qualified applicants will advance to the next step of the selection process and will continue to advance in the selection process until they are no longer eligible to advance.

Written tests that are administered by The Authority include standardized psychological, aptitude, and skills tests purchased from external sources, and specific job-related examinations developed by staff from the Human Resources Department.

Members of The Authority's staff (in the form of panels) interview all applicants who are being considered for positions within the Authority. Furthermore, the appropriate supervisory or management personnel may also interview those persons who have applied for highly skilled jobs or administrative positions.

The Authority may administer various assessments to qualified candidates for both initial hires and promotions including, but not limited to, a physical examination, drug and alcohol screening, police records, driving records, background check, employment history, and interviews to assist in making a final decision. All applicants are notified of the decision regarding their applications, internal transfers, or promotions.

B. Employment Policies and Practices

In addition to the Manual, employees are governed by a variety of other rules, codes, and policies. One such set of rules is that only ATU represented employees are governed by the Merit System Rules. These Rules cover a variety of topics for employees, such as pay rates and scales, examinations, promotions, appointments, demotions, resignations, layoffs and retirement, and discharges and suspensions.

Other employment policies which affect all employees are the Employee Performance Code, Positive Discipline Program, Attendance Policy, Program Guidelines for Voluntary Furlough, Substance Abuse Policy for Non-Safety Sensitive Employees, and Substance Abuse Policy for Safety Sensitive Employees. The policies not only assist employees in understanding what type of behavior is and is not acceptable, but help contribute to a work environment that fosters equal employment opportunity and affirmative action. The Employee Performance Code makes it clear that the use of racial or ethnic slurs or offensive remarks will not be tolerated. Moreover, the Positive Discipline Policy requires that supervisors get permission before issuing the final stage of formal discipline, thereby minimizing the possibility of disparate or discriminatory treatment by supervisors towards employees.

Included in the Manual is the Authority's Equal Employment Opportunity policies, including Sexual Harassment/Non-Harassment & Retaliation, Americans with Disabilities Act Amendment Act - ADAAA of 2008, and the Family Medical Leave Act. These policies assist employees in understanding what type of behavior is expected of them while in the course and scope of their employment and the avenues available to assist them with issues. Further, these sections clearly set forth the law regarding unlawful and/or discriminatory conduct, assist employees on how to report these matters, and explain the investigation process.

C. Compensation

A salary schedule has been established for all non-represented positions in grades 101 through 116. It consists of pay ranges, each with a minimum and maximum rate of pay.

Job descriptions have been prepared and assigned grades, classification numbers, and titles.

Department directors and supervisors shall conduct annual performance appraisals of employees that may result in salary increases in accordance with guidelines of the merit pay plan.

D. Promotions

Any employee who meets the minimum requirements for the position and who has successfully completed their probationary/ orientation period may compete for a promotional position. Employees learn of promotional opportunities through internal postings located on the iRecruitment computerized system.

Employees in Grades 1-6, whose job classifications are governed by testing and with an eligible list, are also able to apply for promotional positions. The promotional process for these employees is governed by collective bargaining agreement, the Merit System Rules and various arbitration decisions and Memorandums of Understanding with the ATU, Local 268.

E. Americans with Disabilities Act

The Authority is committed to providing equal opportunity in employment, training, benefits, compensation, and promotions. This includes providing a work environment free from unfair and unequal treatment based on an employee's or applicant's disability status and providing reasonable accommodations to qualified individuals with disabilities to perform the essential functions of their jobs. Employees may contact the Office of Equal Opportunity to begin the interactive discussion of assessing the job requirements and their needs so that a reasonable accommodation(s) can be made available for the employee.

F. Veterans

Pursuant to the requirements of FTA C 4704.1A, The Authority is reaffirming its commitment to affirmative action and equal employment opportunity for all its applicants and employees. Specifically, The Authority does not discriminate because of an individual's status as a protected veteran, and takes affirmative action to employ and advance in employment qualified protected veterans at all levels of employment, including the executive level.

VII. Action-Oriented Programs

The following programs are viable options for addressing the identified deficiency at The Authority of underutilization of women or minorities in each job category. GCRTA is committed to putting forth its best efforts in these action-oriented programs to reach its established goals and edge closer toward parity with established availability in all job classifications. Furthermore, while these enumerated programs will help The Authority move closer to its goals, The Authority is ever open to new and alternative ideas for achieving its established goals. The Employment Practices Chart is included in the submission as Appendix D.

A. Recruitment

Recruitment is the primary way in which affirmative action goals can be met. More specifically, effective recruitment will increase the number of people in protected classes who are available to fill vacancies.

The Authority continues to expand its recruitment efforts to maximize opportunities to receive applications from qualified minorities, women, and other members of protected classes for positions. In order to access the largest possible applicant pool of minorities, women, and other members of protected classes, positions are advertised in local, state, and/or national general circulation newspapers and websites. Job announcements are

distributed to various local employment, professional, academic, ethnic, social and governmental agencies. The primary responsibility for these efforts lies with the Human Resources Department and is subject to review by the Deputy General Manager, Human Resources.

The Authority's recruitment efforts include, but are not limited to:

- Continued outreach and active support of local community action programs and services designed to improve employment opportunities for minorities and women. Additionally, we continue to improve our outreach and connecting with the community through job fairs, email blasts, and advertising job announcements in Hispanic publications and media. All applicants can attend our recruiting events. All event information is posted on the riderta.com/careers.
- The use of affirmative action measures, such as job fairs, to recruit minorities and women not currently in the work force and having the requisite skills.
- Notices of vacancies and job opportunities with The Authority are routinely sent to the recruitment sources. The recruitment sources consist of hiring agencies, and list community partners list developed specifically to increase the applicant pool of minorities, women, and other members of the protected classes, and is updated on an on-going basis.
- All job announcements are reviewed and revised to ensure that job duties and minimum requirements are job-related, and do not adversely impact minorities, women, and other members of the protected classes.
- Personnel are encouraged to participate in job fairs, information sessions, and career day programs at local high schools, colleges, and universities.

The Authority's recruitment efforts will continue to be done on an on-going basis. Any and all recommendations designed to enhance the likelihood of improving or achieving these efforts, and ultimately The Authority's affirmative action goals, are welcomed and considered.

B. Employee Advancement

Employees are encouraged to compete for promotions and take advantage of educational and training opportunities. This is of particular interest to women and minorities who may be in entry-level positions or traditional positions with lower pay rates who seek opportunities for advancement.

The Authority will continue to post and promote promotional opportunities for all employees, assuring that postings are readily available and timely placed within all buildings and facilities. Furthermore, The Authority believes that on-going employee development is an important organizational objective and provides direct benefits for the development of internal future organizational leaders. The Authority will continue to

encourage employees to take advantage of the following programs, to increase both skills and knowledge:

- The Succession Planning Program was developed to ensure effective organizational performance by preparing qualified high potential individuals to compete for key roles. The program has 3 goals: achieve strategic alignment, build bench strength and preserve institutional knowledge. Individuals selected to participate in the program will receive individual development plans geared toward preparing them to compete for future key openings.
- Public Management Academy and Leadership Academy is a partnership endeavor with Cleveland State University's Levin College of Public Administration, which focuses on developing employees' skills and to enhance succession planning efforts.
- Public Transit Development Academy (PTDA). The PTDA provides cross-functional expertise development through rotational assignments throughout all divisions. Career development includes the enhancement of new skill sets and provides a pipeline of new leaders for the GCRTA. Individuals are selected from multi-cultural universities and through internal promotional opportunities.
- The Tuition Reimbursement Program (TRP) provides financial means for employees to expand their knowledge, skills, and abilities through college/academic degree programs.
- Other opportunities include external training programs, which focus on the development of improved or new skill sets.

Individuals who participate in the above opportunities gain personally and professionally. These opportunities represent The Authority's bold commitment to help its employees strive for excellence. The following are promotional opportunities afforded to:

- Service Maintenance employees (Bus and Rail Operators, Laborers, Hostlers, and Janitors)
- Service Quality Supervisors/Coordinators
- District Director
- Service Management Schedulers
- Telephone Information Operators
- Transportation Managers
- Customer Service Operators
- Trainers
- Dispatchers
- Claims Manager
- Accounting and Payroll Clerks

The Human Resources Department is responsible for the thorough and timely posting of promotional opportunities via the iRecruitment system. Moreover, the Division of Training & Employee Development is responsible for sponsoring and organizing internal and external educational and training

opportunities and promoting the Tuition Reimbursement Program, available to all employees.

The Authority's efforts toward notifying employees of promotional opportunities, and increasing employees' skills and education are done on an on-going basis. The dates of specific training classes are disseminated in advance, so employees will have ample opportunity to enroll.

C. EEO-Related Training

In accordance with continual changes in federal and state regulations, and case law, it is necessary for The Authority to provide annual training to its supervisory and management staff. In addition, new employees must be aware of the equal employment opportunity and affirmative action policies and the expectations for their behavior based on these policies. The Office of Equal Opportunity will continue to provide training to all new employees through the new employee orientation process held a minimum of once a month throughout the year.

The Office of Equal Opportunity, Legal and Human Resources Division will also conduct training for supervisory and management staff. This training will offer a refresher on equal employment and a review of the EEO Program, as well as updates on federal or state regulations, law, and relevant internal policies. The Office of Equal Opportunity will provide additional training on an as needed basis and/or in response to changes in regulations, court decisions, and when requested by a department or division.

D. Diversity Initiative

The Senior Manager of OEO, ADA, DEI&B also has oversight of the Diversity, Equity, Inclusion and Belonging (DEI &B) Program. The DEI Administrator is under the direction of the Senior Manager of OEO. The DEI Administrator runs the following DEI &B programming:

- Employee Resource Groups (ERGs): voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve. The Authority currently has four ERGS:
 - Elevating Women Together (EWT): to provide resources, mentoring and networking connections that support, enrich, and inspire women to advance professionally and personally.
 - Pride: to provide a safe, welcoming, and enriching environment for members and allies of the LGBTQIA+ community.
 - Latinos Unidos: to create a sense of belonging and enhance the Hispanic/Latino employees through networking, mentoring opportunities, and professional and personal growth.
 - Veterans: to embrace and create a forum for veteran employees and allies, who will support and encourage each other through mentoring, career development, outward engagement, professional growth, and retention.
- DEI Learning Series: Consists of the following classes for all employees:
 - DEI +B 101

- Unconscious Bias
- Microaggressions
- Privilege
- Allyship
- Generational Diversity
- Neurodiversity
- LGBTQ+ 101

VIII. Monitoring and Reporting Systems

The Office of Equal Opportunity continuously monitors information regarding various personnel activities and their impact on both equal employment opportunity and affirmative action. Specifically, The Authority's Office of Equal Opportunity collects data on recruitment efforts, applicant flow, transfers, promotions, disciplinary actions, terminations, and participation in training programs.

This information, together with other data collected, is used by the Office of Equal Opportunity to prepare a quarterly report for the Board of Trustees and General Manager/ CEO and Chief Civil Rights Officer. The report includes detailed information on the progress made toward attainment of goals, problems identified, and recommendations for modifications in personnel practices and/or AAP. The entire AAP is reviewed annually with necessary revisions being made at that time. Supervisors may recommend modifications in the AAP.

The Office of Equal Opportunity also ensures that recordkeeping systems provide the required information to government regulatory agencies and the compilation and timely submission of reports required by such agencies. The Office of Equal Opportunity maintains an EEO log and weekly report to track EEO complaints. Each complainant is assigned a case number and folder. The EEO log sheet includes the name of complainants and respondents, allegations, date complaint received and disposition of complaint.

Quarterly, the Office of Equal Opportunity reviews the EEO Program's quantitative and qualitative effectiveness of the Authority's outreach efforts to address areas where the candidate pool may be deficient of qualified female, minorities, veterans, and applicants with disabilities and advise talent acquisition teams to conduct additional outreach to community-based organizations focusing on employment of these classes of individuals.

Semi-annually the Senior Manager and OEO Program Administrator meet with the CEO and other members of management responsible for making employee-related decisions, to review EEO regulations, The Authority's EEO Program, and restate its commitment to affirmative action. The analysis and monitoring of progress is discussed during these meetings. Documentation of these meetings is maintained stating topics covered, and follow-up action items.

The Senior Manager's meetings with HR and hiring officials help to review the problem areas of under-representation and the statistical analyses on the employment practices. The Senior Manager reviews EEO regulations, The Authority's EEO Program, and restates its commitment to affirmative action. In addition, the Senior Manager ensures processes are in place to review the stated

requirements of the position and ensure that these are job-related.

The Authority presents Appendix F, demonstrating the Leadership of the organization showing the reporting relationships of all directors, department heads and executives, including names and titles.

The monitoring and reporting process, specifically includes identifying and deploying data collection and reporting tools that will:

- Detect areas and degrees of underrepresentation and underutilization, and other disparities in all selection processes and indicate the need for remedial action.
- Determine the degree to which the goals and objectives of affirmative action plans are being met; and
- Measure the effectiveness of The Authority's recruitment efforts.
- Summarize statistical data and other relevant information to identify underrepresentation and underutilization, and other problem areas.
- The Authority will modify these action-oriented programs as needed using available regional labor market data and collected local data to remove identified barriers, expand employment opportunities, and produce measurable results.

IX. Complaint Procedure

The Authority has established the following procedure for filing a complaint of harassment, discrimination, or retaliation. Any complaints can be directed to Felicia Brooks Williams, Senior Manager Office of Equal Opportunity, by email at fbwilliams@gcrta.org or by phone at (216) 356-3094; or Albert Johnson, OEO/ADA Program Administrator, by email at albert.johnson@gcrta.org or phone at (216) 356-3038. The Authority treats all aspects of the procedure confidentially to the extent reasonably possible.

In the processing of a complaint, the Senior Manager of the Office of Equal Opportunity or his/her representative will:

- Maintain the confidentiality of the complainant to the extent permitted under the law.
- Analyze the allegations of discrimination to identify conditions or circumstances that may exist beyond the individual case that require further investigation.
- Ensure that the complainant is aware of his/her rights at all stages of the complaint process.
- Make necessary inquiries to seek a resolution of the matter.
- Have access to officials at all levels.
- Discuss with the appropriate official(s) the findings and his/her recommendations regarding the complaint and make periodic checks as necessary to assure that any agreed upon corrective action has been taken or is continuing.
- Process the complaint within a reasonable amount of time after the matter is brought to his/her attention.

The Senior Manager of the Office of Equal Opportunity is responsible for implementing the complaint procedure. Management and supervisory personnel will provide the Senior Manager of the Office of Equal Opportunity, or her representative, with complete cooperation in investigating and resolving these formal EEO complaints.

If the complaint brought by the employee does not allege discrimination based on race, color, religion, sex, national origin or ancestry, age, disability or status as a Vietnam era veteran, the employee may be referred to the appropriate grievance procedure as provided in an applicable collective bargaining agreement or as provided in the Manual. Furthermore, the Office of Equal Opportunity has implemented a formal in-house mediation program to handle employee disputes arising out of the course and scope of their employment.

X. Subrecipients and Services

The Greater Cleveland Regional Transit Authority (GCRTA) contractors that are monitored provide transit related services. These contractors provide ADA Paratransit service. ADA Paratransit service is shared-ride, door-to-door transportation that is provided to people with disabilities who are unable, or have limited ability because of their disability, to use fixed-route buses or trains.

The Contractors consist of the following:

Provide-A-Ride
Senior Transportation Connection
GC Logistics

Upon renewal of their contract, May 17, 2023, each of the contractors were informed of their requirements in accordance with FTA Circular 4704.1A. In addition, on October 5, 2023, an EEO Compliance meeting was conducted with the contractors.

Appendix G demonstrates that The Authority informed the contractors of their obligations of compliance under FTA Circular 4704.1A and shows an excerpt from the EEOP received from each respective contractor.

Appendix B – 2024-2027 Goal Summary

EEO-4 Job Category	2024 – 2027 Goals													
	Male							Female						
	W	AI/AN	B	H	A	NHOPI	2 or More	W	AI/AN	B	H	A	NHOPI	2 or More
Officials & Administrators	-	-	-	-	-	-	-	2	-	-	-	-	-	-
Professionals	-	-	-	-	3	-	-	55	-	-	1	1	-	-
Technicians	-	-	-	-	-	-	-	20	-	-	2	-	-	-
Protective Service	-	-	8	-	-	-	-	2	-	-	-	-	-	-
Admin Support	-	-	-	-	-	-	-	45	-	-	-	1	-	-
Skilled Craft	-	-	-	12	2	-	3	18	-	8	1	2	-	-
Service / Maintenance	-	-	-	25	9	-	8	229	1	-	24	10	-	1
Grand Total	-	-	8	37	14	-	11	371	1	8	28	14	-	1

Appendix D – Employment Practices Chart

Adverse Impact Analysis by Job Category – Hires

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	162	108	116	55			35	48	7	1	1	4	-	-	3	-
Total Hires	7	10	6	10			-	-	1	-	-	-	-	-	-	-
Selection Rate	4.3%	9.3%	5.2%	18.2%	N/A	N/A	0.0%	0.0%	14.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	46.7%	100.0%	28.4%	100.0%	N/A	N/A	0.0%	0.0%	78.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	No	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	1,787	1,582	951	481	3	3	603	892	83	77	87	41	1	3	59	85
Total Hires	73	68	48	38	-	-	17	22	5	2	2	2	-	-	1	4
Selection Rate	4.1%	4.3%	5.0%	7.9%	N/A	N/A	2.8%	2.5%	6.0%	2.6%	2.3%	N/A	N/A	N/A	N/A	4.7%
Ratio to Highest Rate	95.0%	100.0%	63.9%	100.0%	N/A	N/A	35.7%	31.2%	76.3%	32.9%	29.1%	N/A	N/A	N/A	N/A	59.6%
Potential Adverse Impact (Yes/No)	No	No	Yes	No	N/A	N/A	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes
3 - Technicians																
Number Applied	287	175	138	42	1	-	124	119	13	4	2	1	1	-	8	9
Total Hires	18	8	13	2	-	-	3	5	2	-	-	1	-	-	-	-
Selection Rate	6.3%	4.6%	9.4%	4.8%	N/A	N/A	2.4%	4.2%	15.4%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	72.9%	61.2%	31.0%	N/A	N/A	15.7%	27.3%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	Yes	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	634	376	197	37	1	-	363	304	47	6	5	3	2	-	19	26
Total Hires	27	15	13	2	-	-	8	12	5	1	-	-	-	-	1	-
Selection Rate	4.3%	4.0%	6.6%	5.4%	N/A	N/A	2.2%	3.9%	10.6%	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Ratio to Highest Rate	100.0%	93.7%	62.0%	50.8%	N/A	N/A	20.7%	37.1%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Potential Adverse Impact (Yes/No)	No	No	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	Yes
5 - Paraprofessional																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	500	1,250	109	192	2	2	323	954	33	55	5	5	2	2	26	40
Total Hires	11	27	4	10	-	-	6	15	1	2	-	-	-	-	-	-
Selection Rate	2.2%	2.2%	3.7%	5.2%	N/A	N/A	1.9%	1.6%	N/A	3.6%	N/A	N/A	N/A	N/A	N/A	0.0%
Ratio to Highest Rate	100.0%	98.2%	70.5%	100.0%	N/A	N/A	35.7%	30.2%	N/A	69.8%	N/A	N/A	N/A	N/A	N/A	0.0%
Potential Adverse Impact (Yes/No)	No	No	Yes	No	N/A	N/A	Yes	Yes	N/A	Yes	N/A	N/A	N/A	N/A	N/A	Yes
7 - Skilled Craft																
Number Applied	1,388	133	537	9	2	-	732	113	73	3	9	-	-	2	35	6
Total Hires	72	1	51	-	-	-	16	1	5	-	-	-	-	-	-	-
Selection Rate	5.2%	0.8%	9.5%	N/A	N/A	N/A	2.2%	0.9%	6.8%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Ratio to Highest Rate	100.0%	14.5%	100.0%	N/A	N/A	N/A	23.0%	9.3%	72.1%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Potential Adverse Impact (Yes/No)	No	Yes	No	N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	Yes	N/A
8 - Service-Maintenance																
Number Applied	4,983	3,403	567	139	25	8	4,099	3,049	134	42	8	8	8	4	142	153
Total Hires	441	396	44	19	3	2	375	358	11	3	1	1	1	1	6	13
Selection Rate	8.9%	11.6%	7.8%	N/A	N/A	N/A	9.1%	11.7%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	76.1%	100.0%	66.1%	N/A	N/A	N/A	77.9%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	N/A	N/A	N/A	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Notes: <u>[Number Applied]</u> EEO-4 Category 1: 2 Males and 2 Females did not disclose their race; Category 2: 41 Males and 30 Females did not disclose their race; Category 3: 3 Males and 1 Female did not disclose their race; Category 4: 5 Males and 2 Females did not disclose their race; Category 6: 9 Males and 18 Females did not disclose their race; Category 7: 17 Males and 8 Females did not disclose their race. Category 8: 69 Males and 26 Females did not disclose their race. <u>[Total Hired]</u> EEO-4 Category 3: 1 Male did not disclose their race; Category 8: 1 Male did not disclose their race.																
Persons with Disabilities																
Number Applied	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-
Total Hires	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-
Selection Rate	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Veterans																
Number Applied	9	-	1	-	-	-	8	-	-	-	-	-	-	-	-	-
Total Hires	19	3	1	-	-	-	16	3	1	-	-	-	-	-	1	-
Selection Rate	211.1%	N/A	100.0%	N/A	N/A	N/A	200.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Adverse Impact Analysis by Job Category – Promotions

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	16	9	4	4	-	-	11	5	1	-	-	-	-	-	-	-
Total Promotions	7	2	3	1	-	-	3	1	1	-	-	-	-	-	-	-
Selection Rate	43.8%	22.2%	75.0%	25.0%	N/A	N/A	27.3%	20.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	50.8%	75.0%	25.0%	N/A	N/A	27.3%	20.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	Yes	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	213	167	82	16	-	-	114	138	7	2	4	2	-	-	6	9
Total Promotions	61	34	37	15	-	-	19	16	1	-	4	1	-	-	-	1
Selection Rate	28.6%	20.4%	45.1%	100.0%	N/A	N/A	16.7%	11.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.1%
Ratio to Highest Rate	100.0%	71.1%	45.1%	100.0%	N/A	N/A	16.7%	11.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.1%
Potential Adverse Impact (Yes/No)	No	Yes	Yes	No	N/A	N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
3 - Technicians																
Number Applied	92	52	29	2	-	-	59	44	3	2	-	-	-	-	1	4
Total Promotions	19	8	10	2	-	-	8	6	1	-	-	-	-	-	-	-
Selection Rate	20.7%	15.4%	34.5%	N/A	N/A	N/A	13.6%	13.6%	33.3%	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Ratio to Highest Rate	100.0%	74.5%	100.0%	N/A	N/A	N/A	39.3%	39.5%	96.7%	N/A	N/A	N/A	N/A	N/A	N/A	0.0%
Potential Adverse Impact (Yes/No)	No	Yes	No	N/A	N/A	N/A	Yes	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	Yes
4 - Protective Service																
Number Applied	58	33	2	1	-	-	47	30	7	-	-	1	-	-	2	1
Total Promotions	6	10	1	6	-	-	4	4	1	-	-	-	-	-	-	-
Selection Rate	10.3%	30.3%	50.0%	N/A	N/A	N/A	8.5%	13.3%	14.3%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Ratio to Highest Rate	34.1%	100.0%	100.0%	N/A	N/A	N/A	17.0%	26.7%	28.6%	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
Potential Adverse Impact (Yes/No)	Yes	No	No	N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	Yes	N/A
5 - Paraprofessional																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	156	310	13	18	-	-	130	272	8	10	-	2	-	-	5	8
Total Promotions	10	33	-	5	-	-	10	24	-	-	-	-	-	-	-	4
Selection Rate	6.4%	10.6%	0.0%	27.8%	N/A	N/A	7.7%	8.8%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	60.2%	100.0%	0.0%	100.0%	N/A	N/A	27.7%	31.8%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	No	N/A	N/A	Yes	Yes	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Number Applied	482	33	171	-	-	-	283	31	15	2	-	-	-	-	13	-
Total Promotions	101	63	16	6	-	-	78	55	3	-	1	-	-	-	3	2
Selection Rate	21.0%	190.9%	9.4%	N/A	N/A	N/A	27.6%	177.4%	20.0%	N/A	N/A	N/A	N/A	N/A	23.1%	N/A
Ratio to Highest Rate	11.0%	100.0%	5.3%	N/A	N/A	N/A	15.5%	100.0%	11.3%	N/A	N/A	N/A	N/A	N/A	13.0%	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	N/A	N/A	N/A	Yes	No	Yes	N/A	N/A	N/A	N/A	N/A	Yes	N/A
8 - Service-Maintenance																
Number Applied	445	340	52	9	-	-	374	315	10	2	1	-	-	-	8	14
Total Promotions	64	3	38	-	-	-	22	1	3	1	-	-	-	-	1	1
Selection Rate	14.4%	0.9%	73.1%	N/A	N/A	N/A	5.9%	0.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	6.1%	100.0%	N/A	N/A	N/A	8.0%	0.4%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	Yes	No	N/A	N/A	N/A	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Notes: [Number Applied] EEO-4 Category 2: 8 Females and 6 Males did not disclose their race; Category 4: 1 Male did not disclose their race; Category 6: 6 Females and 8 Males did not disclose their race; Category 7: 4 Males and 8 Females did not disclose their race; Category 8: 19 Males and 6 Females did not disclose their race. [Total Promoted] EEO-4 Category 2: 12 Males and 12 Females did not disclose their race; Category 3: 3 Males and 2 Females did not disclose their race; Category 6: 6 Males and 2 Females did not disclose their race; Category 7: 29 Males and 29 Females did not disclose their race; Category 8: 7 Males did not disclose their race.																
Persons with Disabilities																
Number Applied	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-
Total Promotions	13	2	2	-	-	-	10	2	-	-	-	-	-	-	1	-
Selection Rate	N/A	200.0%	N/A	N/A	N/A	N/A	N/A	200.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Veterans																
Number Applied	9	-	1	-	-	-	8	-	-	-	-	-	-	-	-	-
Total Promotions	26	4	13	1	-	-	13	3	-	-	-	-	-	-	-	-
Selection Rate	288.9%	N/A	1300.0%	N/A	N/A	N/A	162.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Adverse Impact Analysis by Job Category – Training

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	43	24	29	16			10	8	2	-	2	-	-	-	-	-
Total Trained	23	11	16	8			5	3	1		1		-	-	-	-
Training Rate	53.5%	45.8%	55.2%	50.0%	N/A	N/A	50.0%	37.5%	50.0%	N/A	50.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	85.7%	100.0%	90.6%	N/A	N/A	90.6%	68.0%	90.6%	N/A	90.6%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	Yes	No	N/A	No	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Total Workforce	300	203	193	86	-	-	85	98	11	7	7	6	-	-	4	6
Total Trained	170	121	112	50	-	-	45	58	6	5	4	3	-	-	3	5
Training Rate	56.7%	59.6%	58.0%	58.1%	N/A	N/A	52.9%	59.2%	54.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	95.1%	100.0%	98.1%	98.2%	N/A	N/A	89.5%	100.0%	92.2%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Total Workforce	132	53	84	16	-	-	36	35	7	-	4	2	-	-	1	-
Total Trained	74	30	45	8	-	-	22	21	4		2	1	-	-	1	
Training Rate	56.1%	56.6%	53.6%	50.0%	N/A	N/A	61.1%	60.0%	57.1%	N/A	50.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	99.0%	100.0%	87.7%	81.8%	N/A	N/A	100.0%	98.2%	93.5%	N/A	81.8%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Total Workforce	140	43	98	8	-	-	22	33	18	2	-	-	-	-	2	-
Total Trained	68	19	45	3	-	-	12	15	10	1	-	-	-	-	1	-
Training Rate	48.6%	44.2%	45.9%	37.5%	N/A	N/A	54.5%	45.5%	55.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	91.0%	82.7%	67.5%	N/A	N/A	100.0%	81.8%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	Yes	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Total Workforce	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Trained	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Training Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Total Workforce	97	185	23	26	-	2	70	144	4	9	-	-	-	-	-	4
Total Trained	55	96	14	13		1	39	75	2	5	-	-	-	-	-	2
Training Rate	56.7%	51.9%	60.9%	50.0%	N/A	N/A	55.7%	52.1%	N/A	55.6%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	91.5%	100.0%	82.1%	N/A	N/A	91.5%	85.6%	N/A	91.3%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Total Workforce	803	9	573	-	-	-	207	5	19	2	2	-	-	-	2	2
Total Trained	441	5	313	-	-	-	115	3	11	1	1	-	-	-	1	1
Training Rate	54.9%	55.6%	54.6%	N/A	N/A	N/A	55.6%	N/A	57.9%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	98.9%	100.0%	94.4%	N/A	N/A	N/A	96.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Total Workforce	1,607	1,091	190	53	4	1	1,361	995	35	8	2	2	1	-	14	32
Total Trained	990	692	116	31	3	1	838	630	21	5	2	1	1	-	9	24
Training Rate	61.6%	63.4%	61.1%	N/A	N/A	N/A	61.6%	63.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	97.1%	100.0%	96.4%	N/A	N/A	N/A	97.2%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes: **EEO-4 Category 1:** 1 male and 4 females did not disclose their race; **Category 2:** 5 males and 12 females did not disclose their race, and 8 employees did not disclose either; **Category 3:** 1 male and 1 female did not disclose their race; **Category 6:** 2 males and 5 females did not disclose their race; **Category 7:** 3 males did not disclose their race; **Category 8:** 23 males and 7 females did not disclose their race.

Adverse Impact Analysis by Job Category – Discipline

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	43	24	29	16			10	8	2	-	2	-	-	-	-	-
Decision Making Leave	1	-	1													
Discipline Rate	2.3%	0.0%	3.4%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 - Professionals																
Total Workforce	300	203	193	86	-	-	85	98	11	7	7	6	-	-	4	6
First Written Reminder	2	3	2	1	-	-	-	2	-	-	-	-	-	-	-	-
Discipline Rate	0.7%	1.5%	1.0%	1.2%	N/A	N/A	0.0%	2.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	45.1%	0.0%	0.0%	N/A	N/A	100.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Second Written Reminder	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.7%	0.0%	1.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Decision Making Leave	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.5%	0.0%	1.2%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	0.0%	100.0%	0.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3 - Technicians																
Total Workforce	132	53	84	16	-	-	36	35	7	-	4	2	-	-	1	-
First Written Reminder	8	6	2	-	-	-	4	6	1	-	1	-	-	-	-	-
Discipline Rate	2.7%	3.0%	2.4%	0.0%	N/A	N/A	11.1%	17.1%	14.3%	N/A	25.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	90.2%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	Yes	N/A	N/A	N/A	N/A	N/A
Second Written Reminder	4	3	2	-	-	-	2	3	-	-	-	-	-	-	-	-
Discipline Rate	1.3%	1.5%	2.4%	0.0%	N/A	N/A	5.6%	8.6%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	90.2%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
Discharge	1	1	1	-	-	-	-	1	-	-	-	-	-	-	-	-
Discipline Rate	0.3%	0.5%	1.2%	0.0%	N/A	N/A	0.0%	2.9%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	67.7%	0.0%	100.0%	N/A	N/A	100.0%	0.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
Decision Making Leave	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-
Discipline Rate	0.3%	0.0%	0.0%	0.0%	N/A	N/A	2.8%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	100.0%	100.0%	N/A	N/A	0.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

4 - Protective Service																
Total Workforce	140	43	98	8	-	-	22	33	18	2	-	-	-	-	-	2
First Written Reminder	6	4	5	-	-	-	1	4	-	-	-	-	-	-	-	-
Discipline Rate	4.3%	9.3%	5.1%	0.0%	N/A	N/A	4.5%	12.1%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	46.1%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Second Written Reminder	1	1	1	-	-	-	-	1	-	-	-	-	-	-	-	-
Discipline Rate	0.7%	2.3%	1.0%	0.0%	N/A	N/A	0.0%	3.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	30.7%	0.0%	100.0%	N/A	N/A	100.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Discharge	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.7%	0.0%	1.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Decision Making Leave	3	1	-	-	-	-	2	1	1	-	-	-	-	-	-	-
Discipline Rate	2.1%	2.3%	0.0%	0.0%	N/A	N/A	9.1%	3.0%	5.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	92.1%	100.0%	100.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Discharged/Brought Back	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
Discipline Rate	0.7%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Suspension	2	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1
Discipline Rate	1.4%	0.0%	1.0%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Total Workforce	97	185	23	26	-	2	70	144	4	9	-	-	-	-	-	4
First Written Reminder	16	17	1	-	-	-	12	16	3	-	-	-	-	-	-	1
Discipline Rate	16.5%	9.2%	4.3%	0.0%	N/A	N/A	17.1%	11.1%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	55.7%	100.0%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
Second Written Reminder	4	8	-	1	-	-	3	6	1	1	-	-	-	-	-	-
Discipline Rate	4.1%	4.3%	0.0%	3.8%	N/A	N/A	4.3%	4.2%	N/A	11.1%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	95.4%	100.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
Discharge	1	2	1	-	-	-	-	2	-	-	-	-	-	-	-	-
Discipline Rate	1.0%	1.1%	4.3%	0.0%	N/A	N/A	0.0%	1.4%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	95.4%	0.0%	100.0%	N/A	N/A	100.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
Decision Making Leave	2	2	-	-	-	-	1	2	1	-	-	-	-	-	-	-
Discipline Rate	2.1%	1.1%	0.0%	0.0%	N/A	N/A	1.4%	1.4%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	52.4%	100.0%	100.0%	100.0%	N/A	N/A	0.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
Discharged/Brought Back	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.5%	0.0%	0.0%	N/A	N/A	0.0%	0.7%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	0.0%	100.0%	100.0%	N/A	N/A	100.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	100.0%	N/A	N/A	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Total Workforce	803	9	573	-	-	-	207	5	19	2	2	-	-	-	-	2
First Written Reminder	70	3	35	-	-	-	33	1	2	1	-	-	-	-	-	1
Discipline Rate	8.7%	33.3%	6.1%	N/A	N/A	N/A	15.9%	N/A	10.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	26.2%	100.0%	N/A	N/A	N/A	38.3%	N/A	58.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	Yes	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Second Written Reminder	19	-	11	-	-	-	8	-	-	-	-	-	-	-	-	-
Discipline Rate	2.4%	0.0%	1.9%	N/A	N/A	N/A	3.9%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Discharge	11	-	7	-	-	-	4	-	-	-	-	-	-	-	-	-
Discipline Rate	1.4%	0.0%	1.2%	N/A	N/A	N/A	1.9%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Decision Making Leave	3	-	1	-	-	-	1	-	1	-	-	-	-	-	-	-
Discipline Rate	0.4%	0.0%	0.2%	N/A	N/A	N/A	0.5%	N/A	5.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	100.0%	N/A	N/A	N/A	36.1%	N/A	3.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Suspension	4	-	3	-	-	-	1	-	-	-	-	-	-	-	-	-
Discipline Rate	0.5%	0.0%	0.5%	N/A	N/A	N/A	0.5%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	N/A	N/A	N/A	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<Enter Discipline Type>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discipline Rate	0.0%	0.0%	0.0%	N/A	N/A	N/A	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	100.0%	100.0%	N/A	N/A	N/A	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A

8 - Service-Maintenance																	
Total Workforce	1,607	1,091	190	53	4	1	1,361	995	36	8	2	2	1	-	14	32	
First Written Reminder	686	430	81	11	-	-	590	396	9	1	2	2	-	-	4	20	
Discipline Rate	42.7%	39.4%	42.6%	N/A	N/A	N/A	43.4%	39.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	92.3%	100.0%	93.4%	N/A	N/A	N/A	91.8%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Second Written Reminder	155	106	26	2	-	-	126	101	2	-	1	1	-	-	-	2	
Discipline Rate	9.6%	9.7%	13.7%	N/A	N/A	N/A	9.3%	10.2%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	99.3%	67.7%	N/A	N/A	N/A	100.0%	91.2%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Demotion	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	
Discipline Rate	0.1%	0.0%	0.0%	N/A	N/A	N/A	0.1%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	0.0%	100.0%	100.0%	N/A	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
CDL Suspension	2	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	
Discipline Rate	0.1%	0.0%	0.0%	N/A	N/A	N/A	0.1%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	0.0%	100.0%	100.0%	N/A	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Discharge	86	78	-	-	-	-	83	73	1	-	-	-	-	-	2	5	
Discipline Rate	5.4%	7.1%	0.0%	N/A	N/A	N/A	6.1%	7.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	74.9%	100.0%	N/A	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Decision Making Leave	50	38	-	-	-	-	50	37	-	-	-	-	-	-	-	1	
Discipline Rate	3.1%	3.5%	0.0%	N/A	N/A	N/A	3.7%	3.7%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ratio to Lowest Rate	100.0%	89.3%	100.0%	N/A	N/A	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Notes: **EEO-4 Category 8:** Discharged/Brought Back: 8 BM, 9 BF; Suspension: 1 WM, 19 BM, 6 BF, 1 AM, 2MF. **Category 7:** 2 employees did not disclose their race or sex; **Category 8:** 30 employees did not disclose their race or sex.

Adverse Impact Analysis by Job Category - Terminations

Job Category (Use EEO-4)	Total		W		A/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	43	24	29	16	-	-	10	8	2	-	2	-	-	-	-	-
Total Involuntary Terminations	1	2	-	1	-	-	-	1	1	-	-	-	-	-	-	-
Involuntary Termination Rate	2.3%	8.3%	0.0%	6.3%	N/A	N/A	0.0%	12.5%	50.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	27.9%	100.0%	0.0%	N/A	N/A	100.0%	0.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	Yes	N/A	No	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Total Workforce	300	203	193	86	-	-	85	98	11	7	7	6	-	-	4	6
Total Involuntary Terminations	23	10	13	5	-	-	6	1	2	1	2	1	-	-	-	2
Involuntary Termination Rate	7.7%	4.9%	6.7%	5.8%	N/A	N/A	7.1%	1.0%	18.2%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	64.3%	100.0%	15.1%	17.6%	N/A	N/A	14.5%	100.0%	5.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Total Workforce	132	53	84	16	-	-	36	35	7	-	4	2	-	-	1	-
Total Involuntary Terminations	3	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	2.3%	0.0%	3.6%	0.0%	N/A	N/A	0.0%	0.0%	0.0%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	0.0%	100.0%	N/A	N/A	100.0%	100.0%	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Total Workforce	140	43	98	8	-	-	22	33	18	2	-	-	-	-	2	-
Total Involuntary Terminations	4	2	1	-	-	-	2	2	-	-	-	-	-	-	1	-
Involuntary Termination Rate	2.9%	4.7%	1.0%	0.0%	N/A	N/A	9.1%	6.1%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	61.4%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Total Workforce	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

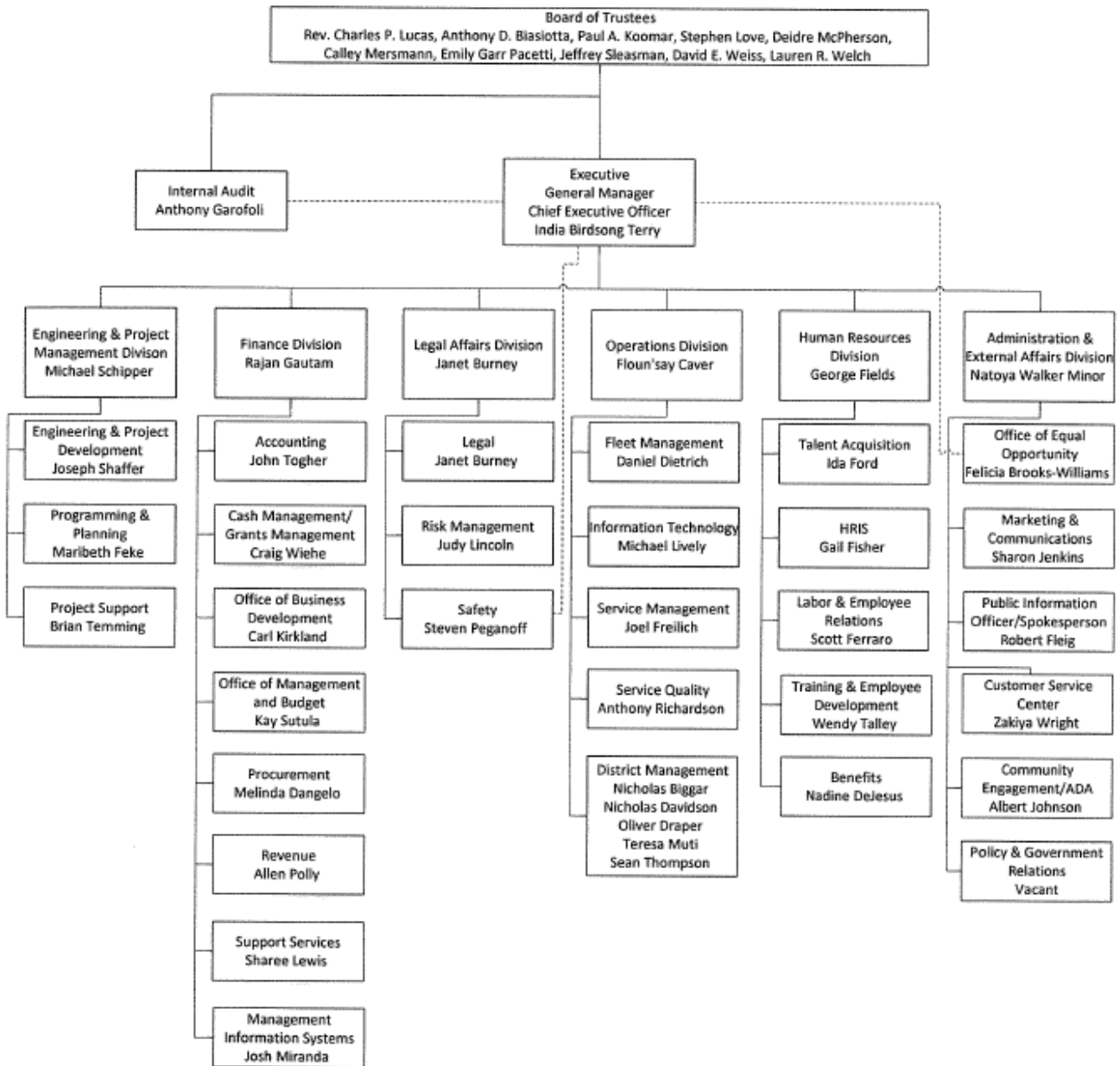
6 - Administrative Support																
Total Workforce	97	185	23	26	-	2	70	144	4	9	-	-	-	-	-	4
Total Involuntary Terminations	7	2	2				4	2	1	-	-	-	-	-	-	-
Involuntary Termination Rate	7.2%	1.1%	8.7%	0.0%	N/A	N/A	5.7%	1.4%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	15.0%	100.0%	0.0%	100.0%	N/A	N/A	0.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Total Workforce	803	9	573	-	-	-	207	5	19	2	2	-	-	-	2	2
Total Involuntary Terminations	15	-	9				5	-	1	-	-	-	-	-	-	-
Involuntary Termination Rate	1.9%	0.0%	1.6%	N/A	N/A	N/A	2.4%	N/A	5.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	0.0%	100.0%	100.0%	N/A	N/A	N/A	65.0%	N/A	29.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Total Workforce	1,607	1,091	190	53	4	1	1,361	995	35	8	2	2	1	-	14	32
Total Involuntary Terminations	189	166	9	5	2	2	169	153	3	-	2	-	-	-	4	6
Involuntary Termination Rate	11.8%	15.2%	4.7%	N/A	N/A	N/A	12.4%	15.4%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	77.3%	100.0%	N/A	N/A	N/A	38.1%	30.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes: EEO-4 Category 1: 1 male and 2 females did not disclose their race; Category 2: 1 male and 1 female did not disclose their race; Category 6: 2 female employees did not disclose their race; Category 7: 1 male employee did not disclose their race; Category 8: 4 males and 4 females did not disclose their race.

Appendix E – Recruitment Sources

AARP Senior Comm. Service Employee Program	Lorain County Community College
Akron University	Lorain County Library
Aerozone Job Fair	Maingate Business Development Corporation
Army Pays	Miami Jacobs Career College (formerly Academy of Court Reporting)
ASHE Cleveland	Notre Dame College Career Placement Office
Asian Services In Action, Inc	Ohio Means Jobs
Autozone	Ohio Northern University
Baldwin Wallace	Ohio Technical College
BGSU	Partner Up High School Career Fair
Bryant & Stratton	Piston Power Auto-Rama IX-Center
Case Western Reserve University	Plexus LGBTQ+ Career Fair
Cleveland Business Consultants	Polaris Career Center
Cleveland Engineering Society	Portage Lakes Career Fair
Cleveland Heights Consortium	Remington College
Cleveland Marshall College of Law c/o Office of Career Planning	Spanish American Committee
Cleveland Public Library	Technical Institute
Cuyahoga County Library	Toledo University
Cuyahoga Valley Career Job Fair	Towards Employment
El Barrio	Urban League of Greater Cleveland
Employment Connection	Vatterott College
Greatinsurancejobs.com	Vocational Guidance Services East Hough Job Match Office-2nd Floor
Hard Hatted Women	Westside Neighborhood Opportunity Center (May Dugan Center)
Harvard Community Services Center	Esperanza Inc.
Hispanic Alliance	
ITT Technical Institute	
Lakeland Community College	

Appendix F – Organizational Chart



Appendix G – Demonstration of Subrecipient Contact and Receipt of EEOP

Good Morning,

My name is Felicia Brooks-Williams. I am the Sr. Manager of the Office of Equal Opportunity at the Greater Cleveland Regional Transit Authority (GCRTA). Congratulations, on being awarded another contract agreement to provide supplemental services to our ADA customers.

This email is to inform you that GCRTA must comply with FTA Circular 4704.1A Ch. 1.4 Applicability.

Any FTA recipient, subrecipient and **contractor** who meet the following threshold requirements must implement all of the EEO Program elements:

- Employs 100 or more transit-related employees, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,00 in previous Federal fiscal year.

Any FTA applicant, recipient, subrecipient, and **contractor** who meet both of the following threshold requirements must prepare and maintain an abbreviated EEO program:

- Employs 50-99 transit-related employees, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,00 in previous Federal fiscal year.

As a result of the FTA Circular 4704.1A, please provide the following information:

- 1) How many employees are working on GCRTA's contract?
- 2) Provide a copy of your EEO Program if you employ more than 100 employees under GCRTA's contract or and abbreviated EEO program which consist of the following:
 - Statement of Policy
 - Dissemination Plan
 - Designation of Personnel
 - Assessment of employment Practices; and
 - Monitoring and Reporting System

If you do not have all the items above, please provide what you have on hand by the end of today. This information must be submitted to the FTA Auditor. Please feel free to contact me, if you have any questions regarding the above information.

Thank you for your cooperation.

Sincerely,

Felicia Brooks-Williams

Senior Manager,
Office of Equal Opportunity, ADA & DEI
fbwilliams@gcrtat.org
Pronouns: She, Her, Hers
Tel: 216-356-3094



PROVIDE A RIDE'S
EEO PROGRAM
2024

Equal Employment Opportunity (EEO) Program

SENIOR
TRANSPORTATION
CONNECTION



GC TRANSPORTS: EEO COMPLIANCE PLAN

I. EEO Statement:

Excerpt from GC Transports Employee Handbook: GC Transports is committed to the principles of equal opportunity and treats all team members, as well as qualified applicants, equally, regardless of race, color, religion, ancestry, national origin, citizenship status, sex, sexual orientation, gender identity, pregnancy, age, physical or mental disability, marital status, veteran's status, genetic information or any other characteristic or status protected under federal, state or local law. This policy applies to all areas of employment including recruitment, hiring, training, testing, placement, promotion, compensation, benefits, termination, transfer, demotion, layoff, leave of absence, and social programs.

Excerpt from GC Transports Employee Handbook - Reasonable Accommodation Policy: It is GC Transports' policy to provide equal opportunity in employment for all qualified individuals regardless of disability. GC Transports is committed to complying with the Americans with Disabilities Act (the "ADA"), Title VII of the Civil Rights Act ("Title VII") and applicable state and local laws prohibiting discrimination against qualified individuals with disabilities or sincerely held religious beliefs.

Team members who believe they need reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. Any supervisor or manager who receives a request for reasonable accommodation should refer the team member to the Human Resources Department and notify that department of the request. The team member requesting reasonable accommodation should specify the specific accommodation he or she is seeking to perform the essential functions of his or her job. GC Transports is committed to participating in an interactive accommodation process with an individual who requests an accommodation.

Excerpt from GC Transports Employee Handbook - Harassment, Discrimination and Retaliation Policy: GC Transports is committed to providing a workplace free from discrimination, harassment, and retaliation. Therefore, GC Transports will not tolerate harassment of any type based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40 or older), disability, or genetic information and other characteristics protected under state, federal or local laws. Such conduct in any form is prohibited in the



Attachment B

Proposed Affirmative Action 2024-2027 Focus Areas

EEO-4 Job Category	Male White	Male Amer Ind	Male Black	Male Hispanic	Male Asian	Male Pac Isl	Male Multi	Female White	Female Amer Ind	Female Black	Female Hispanic	Female Asian	Female Pac Isl	Female Multi
Officials & Administrators								Yes						
Professionals					Yes			Yes			Yes	Yes		
Technicians								Yes			Yes			
Protective Service			Yes					Yes						
Administrative Support								Yes				Yes		
Semi-Skilled Craft				Yes	Yes		Yes	Yes		Yes	Yes	Yes		
Service Maintenance				Yes	Yes		Yes	Yes		Yes	Yes			Yes
Total Focus Areas	None		One	Two	Three		Two	Seven		Two	Four	Three	None	One

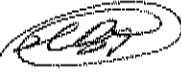
Proposed Affirmative Action 2024-2027 Goals

EEO Job Category	Total Goals	Remaining Parity for Males	Remaining Parity for Females
Officials & Administrators	2	0	2 White
Professionals	60	3 Asian	55 White, 1 Hispanic/Latin, 1 Asian
Technicians	22	0	20 White, 2 Hispanic/Latin
Protective Service	10	8 Black	2 White
Administrative Support	46	0	45 White, 1 Asian
Semi-Skilled Craft	46	12 Hispanic/Latin, 2 Asian, 3 Multi Races	18 White, 8 Black, 1 Hispanic/Latin, 2 Asian
Service Maintenance	307	25 Hispanic/Latin, 9 Asian, 8 Multi Races	229 White, 1 American Indian, 24 Hispanic/Latin, 10 Asian, 1 Multi Races
TOTAL	493	70	423





To: Mayor Paul A. Koomar, President
and Members, Board of Trustees

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

Date: April 11, 2024

Subject: Code Book Update

At the April 2, 2024 Committee of the Whole meeting, the Board of Trustees raised two questions regarding the proposed updates to certain Code Book provisions.

1. Section 460.06 Insurance Fund

The proposed language changed the responsibility for determining and approving a schedule to replenish the Insurance Fund in the case of a catastrophic loss from the Board of Trustees to the Secretary-Treasurer. This change was proposed because the current Secretary-Treasurer, as an officer of the Board of Trustees, also serves as the Deputy General Manager-Finance. In this dual role, he has the greatest knowledge of the Authority's budget and capacity to replenish the Insurance Fund.

The Board of Trustees requested language providing for the Board of Trustees to be notified regarding the schedule to replenish the Insurance Fund. The following language has been added to Section 460.06(e):

"This schedule shall be included in the report(s) provided to the Board of Trustees under Section 242.02 hereof."

2. Chapter 464 Protection Against Internal Losses of Public Assets, Section 464.03

The proposed language changed the interval for reviewing the Authority's internal loss protection coverage from yearly to "at least every three years." This change was proposed because the Authority has historically reviewed the coverage each time the policy is renewed and the Authority currently has a three-year policy.

The Board of Trustees requested language to allow for reviewing the Authority's internal loss protection coverage more frequently than every three years. The following language has been added to Section 464.03:

"at the time of each renewal, and in no event less often than every three years"

Please call me if you have any questions or require additional information prior to Tuesday's meeting.

IBT/dmt




TITLE/DESCRIPTION: AMENDING CHAPTER 464 PROTECTION AGAINST INTERNAL LOSSES OF PUBLIC ASSETS AND SECTION 460.06 INSURANCE FUND OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2024-30
	Date: April 11, 2024
	Initiator: Finance
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will amend Chapter 464 Protection Against Internal Losses of Public Assets and Section 460.06 Insurance Fund of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority").
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution No. 1989-176. The Code Book is undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.

The proposed revisions to Chapter 464 Protection Against Internal Losses of Public Assets provide for the Secretary-Treasurer to give a bond in accordance with the Ohio Revised Code and the Authority's Bylaws. At the time of each policy renewal, the Authority will review the adequacy of the internal loss protection coverage and in no event will this review take place less often than every three years.

The proposed revision to Section 460.06 Insurance Fund will clarify that the Secretary-Treasurer will determine the schedule for replenishment of the Insurance Fund if there is a payment for a catastrophic loss from that fund. In addition, the Secretary-Treasurer will report to the Board regarding the schedule in accordance with the Board's policies.
- 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 align the Code Book provisions with the current operations of the Authority.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution will leave the Code Book provision out of line with the operations of the Authority.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 2, 2024 Committee of the Whole meeting and recommended, subject to clarification of the language in Sections 460.06(e) and 464.03, for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENTS:
 - A. Red-line of proposed amendments to Chapter 464 Protection Against Internal Losses of Public Assets
 - B. Red-line of proposed amendments to Section 460.06 Insurance Fund

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 464
Protection Against Internal Losses of Public
Assets

- 464.01 Purpose and scope.
- 464.02 Policy provisions.
- 464.03 Periodic review and amendment.

CROSS REFERENCES

~~Crime prevention and security – see 49 U.S.C.A. 1620~~
Embezzlement of public funds disqualifies ~~for public~~from holding office - see Ohio
Const-itution, Article II, Section 5
Powers of Board of Trustees; rules and regulations - see R.C. 306.34
Powers and duties of the Authority - see R.C. 306.35
Duties of Secretary-Treasurer; bond - see R.C. 306.42
Theft - see ~~Ohio~~ R.C. 2913.02
Theft in office - see ~~Ohio~~ R.C. 2921.41
Prima-facie evidence of embezzlement - see ~~Ohio~~ R.C. 2945.64
~~Powers of Board of Trustees; rules and regulations – see Ohio R.C. 306.34~~
~~Powers and duties of the Authority – see Ohio R.C. 306.35~~
Secretary-Treasurer – see Bylaws, Article II, Section 8
General Manager, Chief Executive Officer – see Bylaws, Article VIII
Internal audit policies and procedures - see ADM. Ch. 262
Security/RTA Police Department Transit Police Officers - see ADM. Ch. 280
~~Debt policies – see FIN. Ch. 420~~
~~Duties of Secretary-Treasurer; bond; deposit and disbursement of funds – see Ohio~~
~~R.C. 306.42~~
~~General Manager/Secretary-Treasurer – Bylaws, Article II, Section 8~~

464.01 PURPOSE AND SCOPE.

The policy described in this chapter is designed to afford protection to the Authority against internal losses of public assets resulting from acts by employees whose responsibilities require access to monetary or other resources of significant value, and for protection against loss through acts of fraud by employees.
(Res. 1989-21. Passed 2-21-89.)

464.02 POLICY PROVISIONS.

(a) The Authority shall acquire protection against internal losses of public assets due to acts by employees of the Authority, in such amounts and for such

Attachment A to Staff Summary

employees as may be deemed appropriate to protect the public funds and property ~~entrusted unto~~ the Authority and to comply with ~~the requirements of~~ Ohio law.

(b) The form of internal loss protection ~~to be acquired against internal losses~~ shall be determined by the ~~CEO, General Manager/Secretary-Treasurer, Chief Executive Officer~~ consistent with the needs of the Authority, judicious expenditure of available financial resources and the exercise of good business judgment.

(c) ~~Internal loss Protection-protection coverage~~ in the form deemed most beneficial to the Authority shall be obtained from a ~~highly~~ reputable underwriting company with sufficient resources, experience and professional rating ~~as to afford provide~~ a reasonable expectation of indemnification in the event of an internal loss resulting from an act or acts of an employee for ~~which-whom~~ coverage is provided.

(d) ~~On-In~~ acquiring internal loss protection, whether by bonding, insurance or any other appropriate surety means, the Authority, or its designated broker of record, shall conform to the general requirement for obtaining competitive quotations pursuant to ~~Ohio~~ R.C. Chapter 306.

(e) The employees, who may be defined by name or position, to be covered by the Authority's internal loss protection, shall include the ~~CEO, General Manager/Secretary-Treasurer, Chief Executive Officer~~, any employee designated by statute and any other employee designated by the Board of Trustees or the ~~CEO, General Manager/Secretary-Treasurer, Chief Executive Officer~~. Amounts of coverage shall be as specified by statute, where applicable, and as determined to be appropriate in all other instances.

(f) ~~Notwithstanding the above, the CEO, General Manager/Secretary-Treasurer shall obtain a surety bond to and in favor of the Authority in the penal sum of one hundred thousand dollars (\$100,000) and such bond shall be conditioned upon the faithful performance of the duties of the office. Pursuant to R.C. 306.42, the Bylaws of the Greater Cleveland Regional Transit Authority require the Secretary-Treasurer to give a surety bond.~~

(g) The cost of the protection coverages provided for herein, including the cost of any surety bonds, shall be paid by the Authority.
(Res. 1989-21. Passed 2-21-89; Res. 2016-68. Passed 8-16-16.)

464.03 PERIODIC REVIEW ~~AND AMENDMENT~~.

Adequacy of the Authority's internal loss protection coverage shall be reviewed ~~on a yearly at the time of each renewal, and in no event less often than every three~~

Attachment A to Staff Summary

~~years, basis~~ by the Director of Risk Management. The Director of Risk Management will make recommendations to the General Manager, Chief Executive Officer and the Secretary-Treasurer regarding loss protection coverage, ~~and changes~~ Those changes deemed to be in the public interest shall be made to the coverage ~~provided as may be deemed to be in the public interest. Amendments shall be made in accordance with the Bylaws of the Greater Cleveland Regional Transit Authority.~~
(Res. 1989-21. Passed 2-21-89; Res. 2016-68. Passed 8-16-16.)

Attachment B to Staff Summary

460.06 INSURANCE FUND.

(a) The Insurance Fund will be used to provide resources to protect against catastrophic or extraordinary losses. It is not used to pay ordinary and routine losses of the Authority incurred on an on-going basis and handled by the Claims Section of the Legal Department of the Authority.

(b) The Authority is insured through both self-insurance and purchased insurance. Purchased insurance for property and equipment losses as well as for liability is to be purchased on the open insurance market. The basis for the Insurance Fund structure and minimum balance shall be determined annually by the Director of Risk ~~Manager~~Management.

(c) The minimum balance to be maintained in the Insurance Fund shall be based on the recommendation of the Director of Risk ~~Manager~~Management, taking into consideration the balance between self-insurance and purchased insurance requirements.

(d) Upon attaining the required minimum balance, additional funds will be allocated to the Insurance Fund during the annual budgeting process based upon the results of periodic reviews of the Insurance Fund to assess its sufficiency. Actual placement of additional funds into the Insurance Fund may occur at any time during the fiscal year when cash flow requirements permit ~~same~~.

(e) In the event that the Insurance Fund is used to pay a catastrophic loss, ~~upon a recommendation by the CEO, General Manager/Secretary-Treasurer~~, the ~~Board of Trustees~~Secretary-Treasurer will determine and approve a schedule for replenishment of the Fund up to the minimum amount provided for in subsection (c) hereof. This schedule shall be included in the report(s) provided to the Board of Trustees under Section 242.02 hereof.

(f) At least every two years, an evaluation, including appropriate actuarial studies of the Authority's loss experience shall be conducted. The evaluation will determine the liability to be reflected on the Authority's balance sheet.
(Res. 2011-79. Passed 9-20-11. Res. 2017-121. Passed 12-19-17.)

RESOLUTION NO. 2024-30

AMENDING CHAPTER 464 PROTECTION AGAINST INTERNAL LOSSES OF PUBLIC ASSETS AND SECTION 460.06 INSURANCE FUND OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Chapter 464 Protection Against Internal Losses of Public Assets and Section 460.06 Insurance Fund should be amended to update certain provisions to align them with the Authority's current operations.

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

Section 1. That Code Book Chapter 464 Protection Against Internal Losses of Public Assets is hereby amended to read as specified in Attachment A hereto.

Section 2. That Code Book Section 460.06 Insurance Fund is hereby amended to read as specified in Attachment B hereto.

Section 3. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Attachments: A. Chapter 464 Protection Against Internal Losses of Public Assets
B. Section 460.06 Insurance Fund

Adopted: April 16, 2024

President

Attest: _____
Secretary-Treasurer

Attachment A to Resolution

CHAPTER 464
Protection Against Internal Losses of Public
Assets

- 464.01 Purpose and scope.
- 464.02 Policy provisions.
- 464.03 Periodic review and amendment.

CROSS REFERENCES

- Embezzlement of public funds disqualifies from holding office - see Ohio Constitution, Article II, Section 5
 - Powers of Board of Trustees; rules and regulations - see R.C. 306.34
 - Powers and duties of the Authority - see R.C. 306.35
 - Duties of Secretary-Treasurer; bond - see R.C. 306.42
 - Theft - see R.C. 2913.02
 - Theft in office - see R.C. 2921.41
 - Prima-facie evidence of embezzlement - see R.C. 2945.64
 - Secretary-Treasurer – see Bylaws, Article II, Section 8
 - General Manager, Chief Executive Officer – see Bylaws, Article VIII
 - Internal audit policies and procedures - see ADM. Ch. 262
 - Transit Police Officers - see ADM. Ch. 280
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464.01 PURPOSE AND SCOPE.

The policy described in this chapter is designed to afford protection to the Authority against internal losses of public assets resulting from acts by employees whose responsibilities require access to monetary or other resources of significant value, and for protection against loss through acts of fraud by employees.
(Res. 1989-21. Passed 2-21-89.)

464.02 POLICY PROVISIONS.

(a) The Authority shall acquire protection against internal losses of public assets due to acts by employees of the Authority, in such amounts and for such employees as may be deemed appropriate to protect the public funds and property of the Authority and to comply with Ohio law.

(b) The form of internal loss protection shall be determined by the General Manager, Chief Executive Officer consistent with the needs of the Authority, judicious expenditure of available financial resources and the exercise of good business judgment.

(c) Internal loss protection in the form deemed most beneficial to the Authority

Attachment A to Resolution

shall be obtained from a reputable underwriting company with sufficient resources, experience and professional rating to provide a reasonable expectation of indemnification in the event of an internal loss resulting from an act or acts of an employee for whom coverage is provided.

(d) In acquiring internal loss protection, whether by bonding, insurance or any other appropriate surety means, the Authority, or its designated broker of record, shall conform to the general requirement for obtaining competitive quotations pursuant to R.C. Chapter 306.

(e) The employees, who may be defined by name or position, to be covered by the Authority's internal loss protection, shall include the General Manager, Chief Executive Officer, any employee designated by statute and any other employee designated by the Board of Trustees or the General Manager, Chief Executive Officer. Amounts of coverage shall be as specified by statute, where applicable, and as determined to be appropriate in all other instances.

(f) Pursuant to R.C. 306.42, the Bylaws of the Greater Cleveland Regional Transit Authority require the Secretary-Treasurer to give a surety bond.

(g) The cost of the protection coverages provided for herein, including the cost of any surety bonds, shall be paid by the Authority.
(Res. 1989-21. Passed 2-21-89; Res. 2016-68. Passed 8-16-16.)

464.03 PERIODIC REVIEW.

Adequacy of the Authority's internal loss protection coverage shall be reviewed at the time of each renewal, and in no event less often than every three years, by the Director of Risk Management. The Director of Risk Management will make recommendations to the General Manager, Chief Executive Officer and the Secretary-Treasurer regarding loss protection coverage. Those changes deemed to be in the public interest shall be made to the coverage.
(Res. 1989-21. Passed 2-21-89; Res. 2016-68. Passed 8-16-16.)

Attachment B to Resolution

460.06 INSURANCE FUND.

(a) The Insurance Fund will be used to provide resources to protect against catastrophic or extraordinary losses. It is not used to pay ordinary and routine losses of the Authority incurred on an on-going basis and handled by the Claims Section of the Legal Department of the Authority.

(b) The Authority is insured through both self-insurance and purchased insurance. Purchased insurance for property and equipment losses as well as for liability is to be purchased on the open insurance market. The basis for the Insurance Fund structure and minimum balance shall be determined annually by the Director of Risk Management.

(c) The minimum balance to be maintained in the Insurance Fund shall be based on the recommendation of the Director of Risk Management, taking into consideration the balance between self-insurance and purchased insurance requirements.

(d) Upon attaining the required minimum balance, additional funds will be allocated to the Insurance Fund during the annual budgeting process based upon the results of periodic reviews of the Insurance Fund to assess its sufficiency. Actual placement of additional funds into the Insurance Fund may occur at any time during the fiscal year when cash flow requirements permit.

(e) In the event that the Insurance Fund is used to pay a catastrophic loss, the Secretary-Treasurer will determine and approve a schedule for replenishment of the Fund up to the minimum amount provided for in subsection (c) hereof. This schedule shall be included in the report(s) provided to the Board of Trustees under Section 242.02 hereof.

(f) At least every two years, an evaluation, including appropriate actuarial studies of the Authority's loss experience shall be conducted. The evaluation will determine the liability to be reflected on the Authority's balance sheet.

(Res. 2011-79. Passed 9-20-11. Res. 2017-121. Passed 12-19-17.)



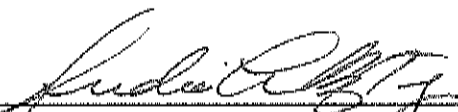
TITLE/DESCRIPTION: LEASE: RENEWAL LEASE AGREEMENT FOR LAND ADJACENT TO THE PURITAS-WEST 150 TH STREET RAPID TRANSIT STATION, 4200 WEST 150 TH STREET, CLEVELAND, OH 44135 LESSEE: 2 BIRDS SHUTTLE AND DETAIL, LLC, AN OHIO LIMITED LIABILITY COMPANY TERMS: TEN YEAR TERM AT \$12,000.00 PER YEAR IN YEAR ONE AND INCREASING INCREMENTALLY TO \$15,240 IN YEAR TEN.	Resolution No.: 2024-31
	Date: April 11, 2024
	Initiator: Programming and 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 resolution seeks approval for a renewal lease agreement between the Greater Cleveland Regional Transit Authority ("Authority") and 2 Birds Shuttle and Detail LLC ("Tenant"), an Ohio limited liability company, for the operation of an airport shuttle service and auto detail center. The property is a surplus parking area at the Puritas-West 150th Street Rapid Transit Station at 4200 West 150th Street, Cleveland, OH 44135. The renewal term is for ten years with no extension option. The Authority reserves the right to cancel the lease at any time and for any reason.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority acquired this property in 1975 as part of the Mass Transit System Transfer Agreement creating the Authority. The portion of the property proposed for lease renewal was a surplus parking area not used for Authority operations. The Tenant has occupied the property since March of 2020 and has satisfactorily improved and maintained the property. The shuttle and auto detail service are valuable and convenient amenities which serve to promote the Authority's ridership. All insurance requirements and compliance with the terms and conditions of the current lease agreement have been met. Tenant remained in good standing with the Authority throughout the term of the initial lease.
- Staff is seeking approval of this lease renewal pursuant to Section 470.03 of the Codified Rules and Regulations of the Authority which provides that the Board of Trustees must approve any lease permitting continuous use of Authority property for more than 3 years.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The proposed lease renewal is consistent with the Real Estate Policies of the Authority.
- 6.0 **ECONOMIC IMPACT:** The income from rent of \$12,000.00 per year for the first year and the subsequent incremental annual rent increases to \$15,240.00 in the tenth year reduce the operating and maintenance costs at the Puritas-West 150th Street Rapid Station.
- 7.0 **ALTERNATIVES:** The Authority can refuse to renew the lease agreement and seek a new tenant for the property which may incur additional costs for maintaining the property.

8.0 RECOMMENDATION: Staff recommends the proposed renewal lease agreement for approval by the Board of Trustees.

9.0 ATTACHMENT: Draft Lease Agreement

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



General Manager, Chief Executive Officer

DRAFT

LEASE BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND

2 BIRDS SHUTTLE AND DETAIL LLC

This Lease is made and entered into as of this ____ day of _____, 2024 ("Effective Date"), by and between the **2 Birds Shuttle and Detail LLC**, an Ohio limited liability company whose principal business office is located at 19540 Puritas Avenue, Cleveland, OH 44135 ("Lessee") and the **Greater Cleveland Regional Transit Authority**, a political subdivision organized under Ohio Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Lessor").

1. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor land adjacent to the Puritas – West 150th Rapid Transit Station, in the City of Cleveland, Cuyahoga County, Ohio, and identified on the document attached hereto and marked as **Exhibit "A" and Exhibit "A-1"** ("Premises").
2. The term of the Lease shall be for a period of ten (10) years, beginning on May 1, 2024 (the "Commencement Date") and terminating on April 30, 2034. Notwithstanding anything contained herein, Lessor reserves the right to cancel the Lease at any time and for any reason.
3. Lessee shall pay to Lessor the monthly rent stated in **Exhibit "B"** attached hereto and made part hereof in equal consecutive monthly installments on or before the first day of each month during the term of this Lease (the "Base Rent").
4. The Base Rent is to be adjusted in accordance with any Additional Rent, payments or charges required by the terms of this Lease.
5. If the Lessee fails to pay any Base Rent on the date it is due and payable, such unpaid amount shall be subject to a late payment charge of One Hundred Dollars (\$100.00).
6. Lessee may use and occupy the land described in **Exhibit "A" and Exhibit "A-1"** solely for operating a parking, airport shuttle and auto detail center on a for profit basis. The parking, and airport shuttle and auto detail center must be accessible to the public. Lessor and Lessee agree this Lease does not create a permanent use but that the parking, airport shuttle and auto detail center is a temporary use of the land until such time as Lessor has another use for the land. The land described in **Exhibit "A" and Exhibit "A-1"** shall not be used for any purpose other than permitted herein without the express written consent of the Lessor.
7. The parking, shuttle and auto detail center shall be fenced around the perimeter with multiple secured gated entrances. Landscaping, site lighting and signage approved by the Lessor and

the City of Cleveland may be installed. The fence, all gates, and all improvements shall always be maintained in a good state of repair.

8. Lessor reserves the right to use (or grant to other parties the right to use) the air rights above the Premises and Lessee will have no right, title or interest in the air rights above the Premises.

9. Within fifteen (15) days from the Commencement Date of this Lease, Lessee shall prepare and deliver to Lessor detailed plans and specifications of the improvements to the Premises to be constructed by Lessee in compliance with **Exhibit "C"** attached hereto and made a part hereof. Within fifteen (15) days following Lessor's receipt of Lessee's plans and specifications, Lessor shall notify Lessee whether Lessee's plans and specifications are acceptable to Lessor. If Lessee's plans and specifications are not acceptable to Lessor, Lessor will advise Lessee of the required modifications to Lessee's plans and specifications. Lessee shall modify and deliver to Lessor its revised plans and specifications within five (5) days from receipt of Lessor's required modifications. Lessor and Lessee will continue this process until Lessor has approved Lessee's plans and specifications ("Lessee's Work"). Within ten (10) days from receipt of Lessor's approval of Lessee's plans and specifications, Lessee will apply for any and all permits and other governmental approvals necessary to perform Lessee's Work and Lessee will diligently pursue such application(s) until approved. Lessee shall not modify Lessee's plans and specifications approved by Lessor without Lessor's prior written consent. Upon Lessor's delivery of the Premises, and provided Lessor has approved Lessee's plans and specifications, or upon Lessor's approval of Lessee's plans and specifications, whichever is later, Lessee will commence construction of Lessee's Work in accordance with the plans and specifications approved by Lessor. If Lessee has not complied with each of the foregoing conditions, Lessor may, in its sole and absolute discretion, reasonably control Lessee's access to the Premises to the extent Lessor deems necessary without such actions affecting the term of this Lease as set forth in paragraph 2 of this Lease. Lessee will complete construction of Lessee's Work prior to occupancy or use by the public. Lessee must receive Lessor's consent and the approval of the City of Cleveland to its signage plans and specifications prior to installation of Lessee's signage upon the Premises. Lessee shall perform all work associated with the granting of this Lease at its sole cost and expense.

10. Lessee shall be responsible for the maintenance of the parking, airport shuttle and auto detail center constructed on the Premises and shall maintain said Premises in a clean, safe, and attractive condition. Lessee shall keep and maintain the Premises and any fixtures, facilities, or equipment therein, in good condition and repair. Lessee shall be responsible for cleaning, repairing, and remediating all portions of the Premises. Lessee shall be responsible for all security required to operate this business on the Premises. Lessee shall be responsible for any utilities which Lessee requires, including but not limited to: (a) arranging for any utility connections or installations, including any necessary permits or licenses or other authorizations; (b) paying any utility suppliers, whether or not such services are billed directly to Lessee; (c) and paying for any installation and maintenance of any lines or equipment required for such utilities. In no event will Lessor be liable for the quality, quantity, failure, or interruption of any of the foregoing utility services to the Premises.

11. Neither the Premises nor any part thereof shall be sublet, nor shall this Lease be assigned without the express consent, in writing, of the Lessor.
12. The relationship between the parties hereto is wholly that of Lessor and Lessee and is not and never shall be deemed to be a partnership or joint venture.
13. To the fullest extent permitted by law and to the full extent of Lessee's intentional, reckless or negligent acts or omissions, the Lessee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Lessor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Lessee's breaches of this Lease, or intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Lease, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Lessee.

Nothing herein shall be construed as making Lessee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the gross negligence and/or willful misconduct of Lessor.

Lessee accepts the land described in **Exhibit "A" and Exhibit "A-1"** in an "AS IS and WHERE IS" condition without warranty by Lessor of any kind or nature, express or implied. Lessor shall not be liable (i) for any damage to Lessee's property located on the Premises, nor (ii) for any condition of the Premises whatsoever.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

14. Insurance

- a. The Lessee shall obtain and maintain for the term of this Lease the minimum insurance coverages specified herein. Such insurance shall protect the Lessee from claims which may arise out of or result from the Lessee's operations under this Lease and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the Lessor: Approval of the insurance by the Lessor shall not relieve or decrease the liability of the Lessee hereunder and shall not affect the obligations of Lessee pursuant to paragraph 13 of this Lease. Lessor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Lessee's interests or liabilities.

In the event the Lessee neglects, refuses or fails to provide the insurance required herein, or if such insurance is cancelled for any reason, the Lessor shall have the right but not the duty to procure the same at Lessee's cost.

Lessor reserves the right to request a copy of all policies and endorsements prescribed herein.

At its sole expense, Lessee shall obtain and maintain:

- i. **Commercial General Liability (CGL) Insurance** in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$2,000,000 annual aggregate. Policy to include contractual liability coverage insuring the indemnification clause contained in Section 13 of this Lease.
 - ii. **Business Automobile Liability (BAL) Insurance** in the amount of \$2,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with Lessee's Work and Lessee's use of the Premises that are the subject of this Lease.
 - iii. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of the Lessee. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under subpart I above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly shall be sufficient proof of the coverages required by this subpart iii.
- b. General Requirements:
- i. The Lessee shall not have access to the Premises until it has obtained the required insurance and has received written approval of such insurance by the Lessor. ***Lessee shall furnish evidence of such insurance in the form of a certificate (Acord or similar form).***

The certificate shall provide the following:

- ii.
 - The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then in addition to the coverage requirements stated herein, Lessee shall:
 - (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of this Lease or any work beginning under this Lease.

- (b) Maintain and provide evidence of similar insurance for at least three (3) years following the termination of this Lease, including the requirement of adding all additional insureds; and
 - (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date of this Lease, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- Name the Lessor as an additional insured for all CGL and BAL liability coverage for claims arising out of operations in conjunction with this Lease.
 - Contain a waiver of subrogation in favor of the Lessor.
 - Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
 - Contain a specific reference to this Lease.
 - Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
 - In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Lessor has received written notice of such change or cancellation from the Lessee. Such notice shall be mailed by certified mail, return receipt requested, to the Lessor's Property Manager.
 - An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Lessor. The Lessor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.
- iii. Lessor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies, to meet the minimum coverage requirements contained herein.
15. Lessee agrees that all construction and maintenance activities permitted or required hereunder will be performed by its own employees or a contractor of Lessee. If any such activities are to be performed by other than employees of Lessee, then Lessee will so advise Lessor and Lessee's contractor(s) will have to obtain and maintain insurance in the amounts specified above. Lessor shall be an additional named insured on such policies and evidence of said coverage must be presented to the Lessor before any work is permitted to begin. Lessee will pay all costs for work done by its contractors or subcontractors in or on the Premises, and for all materials furnished in connection with such work. Lessee will hold Lessor harmless from any liabilities, liens, claims and demands on account of such work.
16. Except as otherwise agreed in writing, Lessee will pay all taxes connected to the Premises or Lessee's operations – and same will be paid directly to the taxing authority, if possible – including, without limitation, real estate and personal property taxes and assessments levied, confirmed, or imposed during the term of this Lease, whether or not now customary or within the contemplation of the parties.

17. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Lessee shall maintain and operate the 2 Birds Shuttle and Detail Center and the Premises in accordance with all laws of the State of Ohio and local ordinances.
18. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth herein.

Address of Notice:

Lessor: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113
Attn: Property Manager

Lessee: 2 Birds Shuttle and Detail Center, LLC
19540 Puritas Ave., Cleveland, Ohio 44135
Attn: Anthony Russell

19. Lessee shall remove any and all fencing, fixtures, improvements, and personal property from the Premises upon receipt of notice from Lessor or termination or cancellation of this Lease and return the Premises to its original condition or to a condition satisfactory to Lessor in its sole discretion.
20. This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind prior to the date of this Lease shall not be binding upon either party, except to the extent it is incorporated into this Lease. Any modification of this Lease will be binding only if evidenced in writing and signed by both parties.
21. Each Exhibit referenced in, and attached to, this Lease is incorporated in this Lease by such reference as if fully rewritten in herein.
22. Surrender and Holding Over. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the term of this Lease or earlier termination for any reason. If Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall be a month-to-month tenant and be bound by the terms and provisions of this Lease. Lessee shall (with no additional notice required by Lessor) pay to Landlord monthly rent in the amount of One Thousand Three Hundred Dollars (\$1,300.00) per month, in advance, on the first day of each calendar month for any period during which Lessee shall hold the Premises after the Lease term shall expire or may have terminated. Monthly rent and Additional Rent (as hereinafter defined) shall be prorated on a per diem basis (based upon a thirty (30) day calendar month) for any partial month Lessee occupies the Premises during such holdover period.
23. Additional Rent. Any amounts to be paid by Lessee to Lessor pursuant to the provisions of this Lease or at law, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF each party to this Lease has caused it to be executed by an individual authorized to enter into said Lease as of the date specified herein.

LESSOR: Greater Cleveland Regional
Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

By: _____
India L. Birdsong Terry
General Manager,
Chief Executive Officer

Approved as to Legal Form:

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

LESSEE: 2 Birds Shuttle and Detail, LLC
19540 Puritas Ave.
Cleveland, Ohio 44135

By: _____
Anthony Russell, Manager

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **2 Birds Shuttle and Detail, LLC**, an Ohio limited liability company, by Anthony Russell, its Manager, who acknowledged to me that he did sign the foregoing instrument as such manager of said company and that the same is his free act and deed, and that of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 2024.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **Greater Cleveland Regional Transit Authority** a political subdivision of the State of Ohio, by India Birdsong Terry, its General Manager, Chief Executive Officer who acknowledged to me that she did sign the foregoing instrument as such officer of said political subdivision and that the same is her free act and deed, and that of said political subdivision.

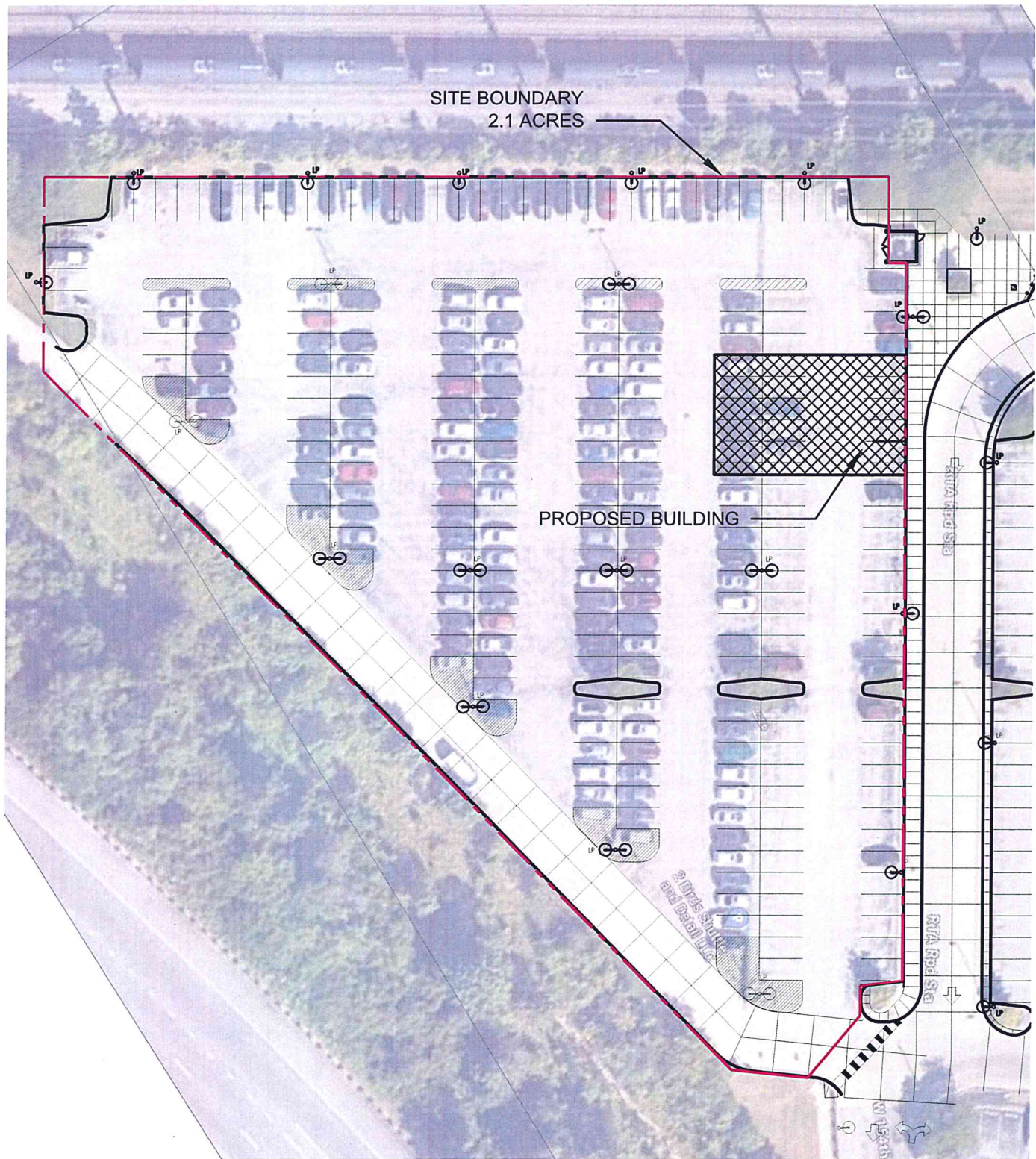
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this ____ day of _____, 2024.

NOTARY PUBLIC

EXHIBIT "A" and EXHIBIT "A-1"

(THE PREMISES)

Exhibit
A



SK-01
SK-01

1

2-BIRDS SITE BOUNDARY PLAN

SCALE: 1"= 60'-0"

Exhibit
A



REVISIONS:

PURITAS STATION
2-BIRDS SITE BOUNDARY

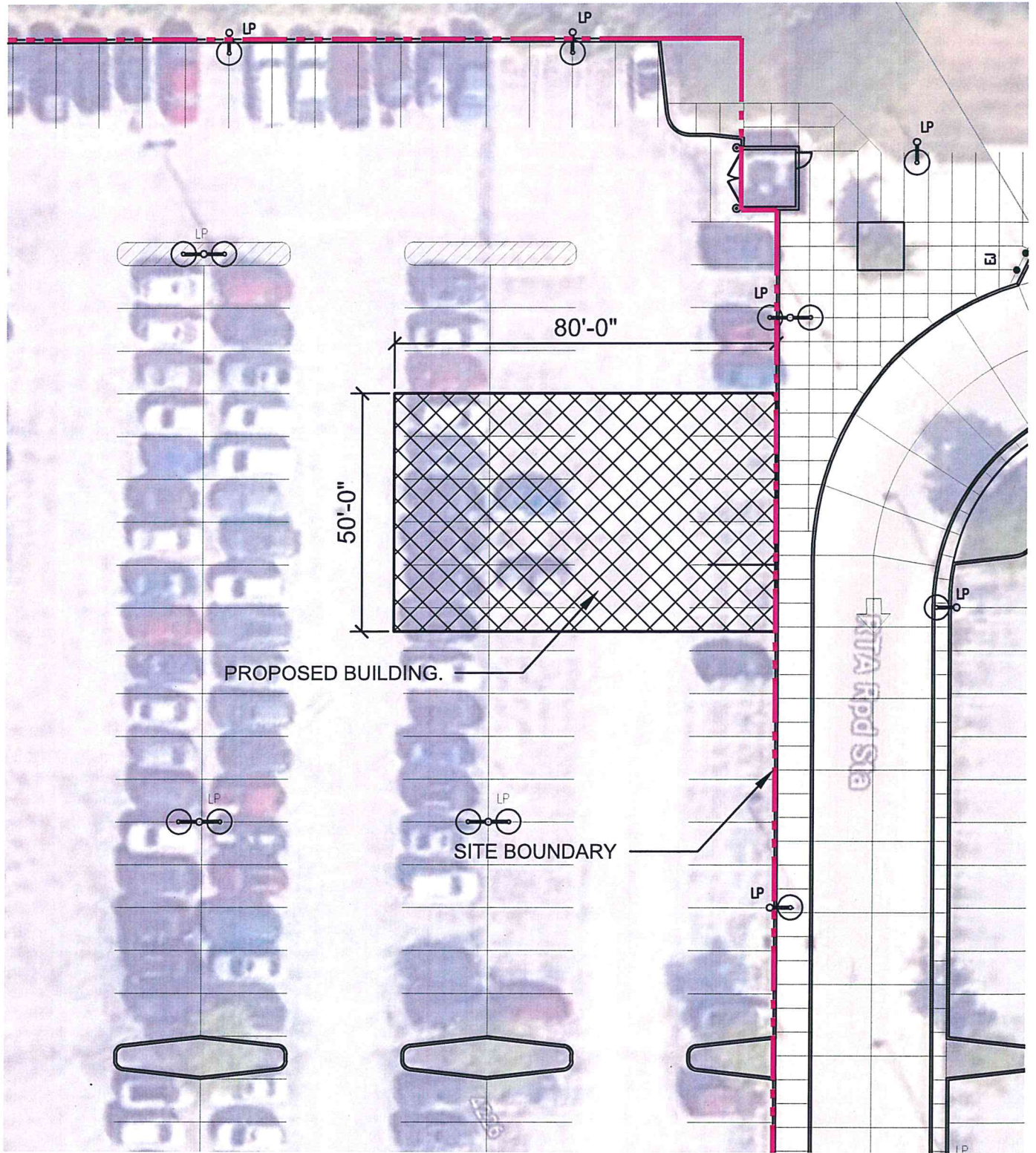
ENGINEERING AND PROJECT
MANAGEMENT DIVISION

DRAWN: BPT
CHECKED: -
APPROVED: -
DATE: 05.30.2023
JOB NO.: -

SHEET TITLE
SITE PLAN

SHEET NO.
SK-01

EXHIBIT
A-1



SK-02
1
2-BIRDS PROPOSED BUILDING LOCATION
 SCALE: 1"= 30'-0"

Exhibit
A-1



 GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	REVISIONS:	PURITAS STATION 2-BIRDS SITE BOUNDARY	DRAWN: BPT CHECKED: - APPROVED: - DATE: 05.30.2023 JOB NO.: -	SHEET TITLE SITE PLAN SHEET NO. SK-02
		ENGINEERING AND PROJECT MANAGEMENT DIVISION		

EXHIBIT "B"

BASE RENT PAYMENT

Term	Monthly Base Rent	Total Rent
YEAR 1:	\$1,000.00/Month	\$12,000.00
YEAR 2:	\$1,030.00/Month	\$12,360.00
YEAR 3:	\$1,060.00/Month	\$12,720.00
YEAR 4:	\$1,090.00/Month	\$13,080.00
YEAR 5:	\$1,120.00/Month	\$13,440.00
YEAR 6:	\$1,150.00/Month	\$13,800.00
YEAR 7:	\$1,180.00/Month	\$14,160.00
YEAR 8:	\$1,210.00/Month	\$14,520.00
YEAR 9:	\$1,240.00/Month	\$14,880.00
YEAR 10:	\$1,270.00/Month	\$15,240.00

EXHIBIT "C"
TENANT'S WORK

1. Neither Lessor, nor any, officers, employees, agents, or representatives of Lessor (all of the foregoing, collectively, the "Lessor Parties") shall be liable for any injury, damage, or loss of any nature whatsoever to person or property arising out of the performance and construction of the Lessee's improvements. Lessee hereby agrees to indemnify, protect, defend, and hold harmless the Lessor Parties from and against any and all claims, damages, liability, loss, cost, and expense related to or arising out of the performance and construction of the Lessee's improvements by Lessee or any other party working on Lessee's behalf. The terms and conditions of this Section 1 shall survive the termination of the Lease.
2. All work performed in connection with the Lessee's improvements, shall be performed in a lien-free, good, and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations, and laws. In the event any mechanics' or materialman's lien is filed against the Premises or any other real property of Lessor in connection with the Lessee's improvements or on behalf of Lessee, then Lessee shall, within seven (7) days after notice of filing, cause the same to be discharged of record.
3. Lessee shall neither do nor suffer anything to be done or kept in or about the Premises which contravenes Lessor's insurance policies.
4. Lessee shall promptly clean up and maintain all rubbish, garbage and waste generated from the Lessee's improvements and use of the Premises and shall permit no refuse generated from Lessee's improvements and use of the Premises to accumulate around the exterior of the Premises.
5. Lessee shall comply with all reasonable rules and regulations which Lessor may from time to time establish for the use and care of the Premises.
6. Lessee shall not permit or cause the presence of Hazardous Materials in, on or under the premises. Lessee shall defend, protect, indemnify and hold the Lessor Parties harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including without limit, attorney fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Lessor, any Lessor Party, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Premises or any adjacent property, which are the result of Lessee's use or occupancy of the Premises, or performance of the Lessee's improvements. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant, or hazardous release (as such terms are defined in any federal, state, or local law, rule, regulation, or ordinance, including without, limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and other said wastes. In the event Lessee shall cause or permit the presence of Hazardous Materials in, on, around, or under the Premises, Lessee shall promptly, at Lessee's sole cost and expense, take any and all action necessary (as required by appropriate government authority or otherwise) to return the areas affected thereby to the condition existing prior to the presence of any such Hazardous materials thereon, subject to Lessor's prior written consent. This Section 6 shall survive termination of the Lease.

RESOLUTION NO. 2024-31

AUTHORIZING A RENEWAL 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 TERM OF TEN YEARS AT \$12,000.00 PER YEAR FOR THE FIRST YEAR AND INCREMENTAL ANNUAL INCREASES TO \$15,240.00 FOR THE TENTH YEAR

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of 4200 West 150th Street, Cleveland, Ohio 44135, known as the Puritas-West 150th Street Rapid Transit Station, a portion of which is excess property that is available to be leased ("Property"); and

WHEREAS, the Property was acquired by the Authority on September 5, 1975, as part of the Mass Transit System Transfer Agreement of 1975; and

WHEREAS, the Property has been leased to 2 Birds Shuttle and Detail, LLC, an Ohio limited liability company, for the past three years for the operation of an airport shuttle service and auto detail center; and

WHEREAS, Section 470.03 of the Codified Rules and Regulations of the Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees; and

WHEREAS, the Authority's staff has determined the new lease terms and conditions to be representative of fair market value for comparable properties; and

WHEREAS, 2 Birds Shuttle and Detail, LLC will maintain the Property in a clean, safe, and attractive condition, and its shuttle and auto detail service amenities will promote the Authority's ridership; and

WHEREAS, the lease was determined to be an appropriate use for the site; and

WHEREAS, 2 Birds Shuttle and Detail, LLC has remained a tenant in good standing throughout the term of the initial lease agreement; and

WHEREAS, the Authority intends to offer 2 Birds Shuttle and Detail, LLC a lease renewal for the Property for a term of ten years at \$12,000.00 for year one with incremental annual increases to \$15,240.00.00 in the tenth year, and the Authority reserves the right to cancel the lease agreement at any time and for any reason.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with 2 Birds Shuttle and Detail, LLC for a renewal term of ten years at \$12,000.00 per year for year one with incremental annual increases to \$15,240.00 in year ten for the Property.

Section 2. That the rent of \$12,000.00 for year one with incremental annual increases to \$15,240.00 for year ten, along with 2 Birds Shuttle and Detail, LLC's agreement to perform all necessary capital improvements and to maintain the Property in a clean, safe, and attractive condition while offering airport shuttle and auto detailing services for the Authority's ridership, represents fair compensation for leasing the Property, as determined by survey of comparable properties in northeast Ohio and verified by the Authority's staff.

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

Adopted: April 16, 2024

President

Attest: _____
Secretary-Treasurer



<p>TITLE/DESCRIPTION:</p> <p>CONTRACT: LICENSE AGREEMENT FOR ACCESS AND LAYDOWN AREAS TO SUPPORT THE WEST 117TH BRIDGE REHABILITATION PROJECT</p> <p>VENDOR: NEOGRAF SOLUTIONS, LLC</p> <p>AMOUNT: \$3,000.00 PER MONTH; NOT TO EXCEED \$58,400.00</p> <p>TERM: MAY 18, 2024 THROUGH DECEMBER 31, 2025, SUBJECT TO EARLY TERMINATION BY GCRTA</p>	<p>Resolution No.: 2024-32</p> <p>Date: April 11, 2024</p> <p>Initiator: Engineering & Project Management</p>
<p>ACTION REQUEST:</p> <p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____</p>	

- 1.0 **PURPOSE/SCOPE:** To enter into a License Agreement with NeoGraf Solutions, LLC ("NeoGraf") to give the Greater Cleveland Regional Transit Authority ("Authority") and its contractor, Suburban Maintenance and Construction, Inc., access to the construction site and for laydown areas on NeoGraf's adjacent property in conjunction with the West 117th Bridge Rehabilitation Project.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has undertaken a major multi-year construction project to rehabilitate the West 117th Bridge located in Cleveland and Lakewood, Ohio. There is no existing access to the bridge sufficient for the construction work that will take place. This License Agreement will allow the Authority and its contractors to access the construction site through the NeoGraf property and to store construction materials and equipment.

The term of the License Agreement shall be from May 18, 2024 through December 31, 2025, at a monthly rate of \$3,000.00 per month. The License Agreement is subject to early termination by the Authority upon completion of the project and restoration of the access and laydown areas.

- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.

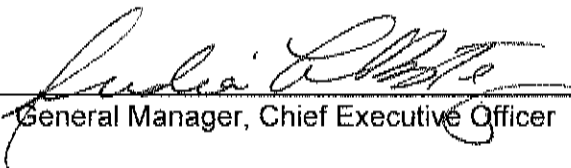
- 5.0 **POLICY IMPACT:** This action is consistent with the Authority's Policies and Procedures governing the acquisition of interests in real estate.

- 6.0 **ECONOMIC IMPACT:** This agreement will be funded through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2021-050-337, in an amount not to exceed \$58,400.00 (\$46,720.00 in federal funds, which represents 80% of total cost).

- 7.0 **ALTERNATIVES:** Reject this offer. Access through the NeoGraf property is the only practical way to access the construction site and provide for the laydown of materials and equipment for the project. Without access rights through the NeoGraf property, the project will be substantially delayed.

- 8.0 RECOMMENDATION: This matter was discussed at the April 2, 2024 Operational Planning & Infrastructure Committee meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: Draft License Agreement

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



General Manager, Chief Executive Officer

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made and entered into on the dates specified below, by and between **NeoGraf Solutions LLC (“NEO”)**, a Delaware limited liability company with a mailing address of 11709 Madison Avenue, Lakewood, OH 44107 (“**Licensor**”), and the **Greater Cleveland Regional Transit Authority (“GCRTA”)**, a political subdivision of the State of Ohio with a mailing address of 1240 West 6th Street, Cleveland, Ohio 44113-1302, (“**Licensee**”).

WHEREAS, Licensor is the owner of the realty specified below; and,

WHEREAS, it is to the mutual benefit of the parties for Licensee to use certain areas of Licensor’s realty for access to a construction site for the renovation of an existing railroad bridge on the Licensee’s property (**the “Project”**); and,

WHEREAS, GCRTA will oversee and manage the Project; and,

WHEREAS, the Project will be performed by an independent contractor, Suburban Maintenance and Construction, Inc., which is hired and managed by GCRTA, and which independent contractor and its subcontractors will also be authorized and licensed to use the Licensor’s realty pursuant to this agreement; and,

WHEREAS, use of the Licensor’s realty by the Licensee for the Project will not limit the Licensor’s current use of the realty or current operations; and,

WHEREAS, the Project will result in improved public transit service adding value and accessibility to the Licensor’s realty.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE

Licensor hereby grants to Licensee a license coupled with an interest to use, subject to the terms and conditions of this Agreement, those portions of Licensor’s premises, together with rights of ingress and egress, as described on Attachment “A” and depicted on Exhibit “A” and made a part hereof (**the “Licensed Premises”**). Licensee’s contractor(s) and subcontractors are also licensed to use the Licensed Premises pursuant to this Agreement.

II. LIMITATION TO DESCRIBED PURPOSE

Licensee may use the Licensed Premises for ingress and egress to the Project site, for laydown areas for construction equipment and material, and for incidental purposes related to such purposes, during the term of this Agreement. The Licensee accepts the property in its present condition and agrees to return the Licensed Premises in a condition like when accepted with normal wear and tear excepted.

III. CONSIDERATION

Licensor and Licensee acknowledge that they will mutually benefit from the agreement. Such mutual benefits and expense constitute the consideration for this Agreement.

In addition, and to perform the Project, Licensee shall compensate the Licensor for use of the Premises during the term of this Agreement in the amount of Three Thousand Dollars (\$3,000.00) per month. The initial payment shall be due on June 1, 2024 in the amount of \$4,400 which constitutes the *pro rata* license fee of \$1,400 for the days May 18 through May 31, 2024 plus the full \$3,000 license fee for the month of June. Each subsequent monthly license fee of \$3,000 is due on the 1st business day of the month, starting with July 1, 2024.

IV. TERM

The parties agree that the term of this license agreement for access to the Licensed Premises shall be on a month-to-month basis and that the Licensed Premises will be available to Licensee throughout the period from May 18, 2024 through December 31, 2025 (the “**Term**”). Once Licensee has completed the Project, removed itself from the Licensed Premises and notified Licensor that its use of the Licensed Premises has ended, then the obligation to pay license fees will end.

V. INDEMNIFICATION

Licensee's liability is governed by the provisions of the Ohio Revised Code, Chapter 2744 and other laws of Ohio. In accordance with those laws, the Licensee shall defend and hold harmless Licensor for Licensee's negligent use or intentional misconduct of the Licensed Premises that may result in damage, liability or expense caused to the Licensed Premises by the Licensee's negligence or intentional misconduct and for injury to persons or property caused by the Licensee's negligent use or intentional misconduct of the Licensed Premises. Licensor agrees that the Licensee shall not be liable to it for normal wear and tear caused to the Licensed Premises as a result of the Licensee's use thereof, and Licensor agrees to indemnify and hold the Licensee harmless from and against any and all damage, liability, or expense to persons or property caused by Licensor's maintenance of the Licensed Premises. With respect to injury to third parties, Licensor and Licensee shall each bear the cost of its own negligence and neither party shall indemnify the other.

Licensee agrees to maintain insurance suitable to cover the liabilities assumed in the foregoing indemnification clause including commercial general liability and auto liability insurance as well as Workers' Compensation insurance coverage for its employees. Self-insurance is permitted.

VI. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

VII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to:

NeoGraf Solutions, LLC
11709 Madison Avenue
Lakewood, OH 44117

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113-1302
Attn: James Reed, Property Manager

VIII. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except that the prior license agreement between the parties for the two months that began March 18, 2024 shall continue to May 18, 2024, when this new License Agreement begins.

IX. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2024, as to Licensor, and this ____ day of _____, 2024 as to Licensee.

LICENSOR:

NeoGraf Solutions LLC,
A Delaware limited liability company

By: _____
[Print Name:] _____
[Title:] _____
Date: _____

LICENSEE:

Greater Cleveland Regional Transit Authority,
A political subdivision of the State of Ohio

By: _____
India L. Birdsong Terry
General Manager / Chief Executive Officer
Date: _____

Approved As To Legal Form

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

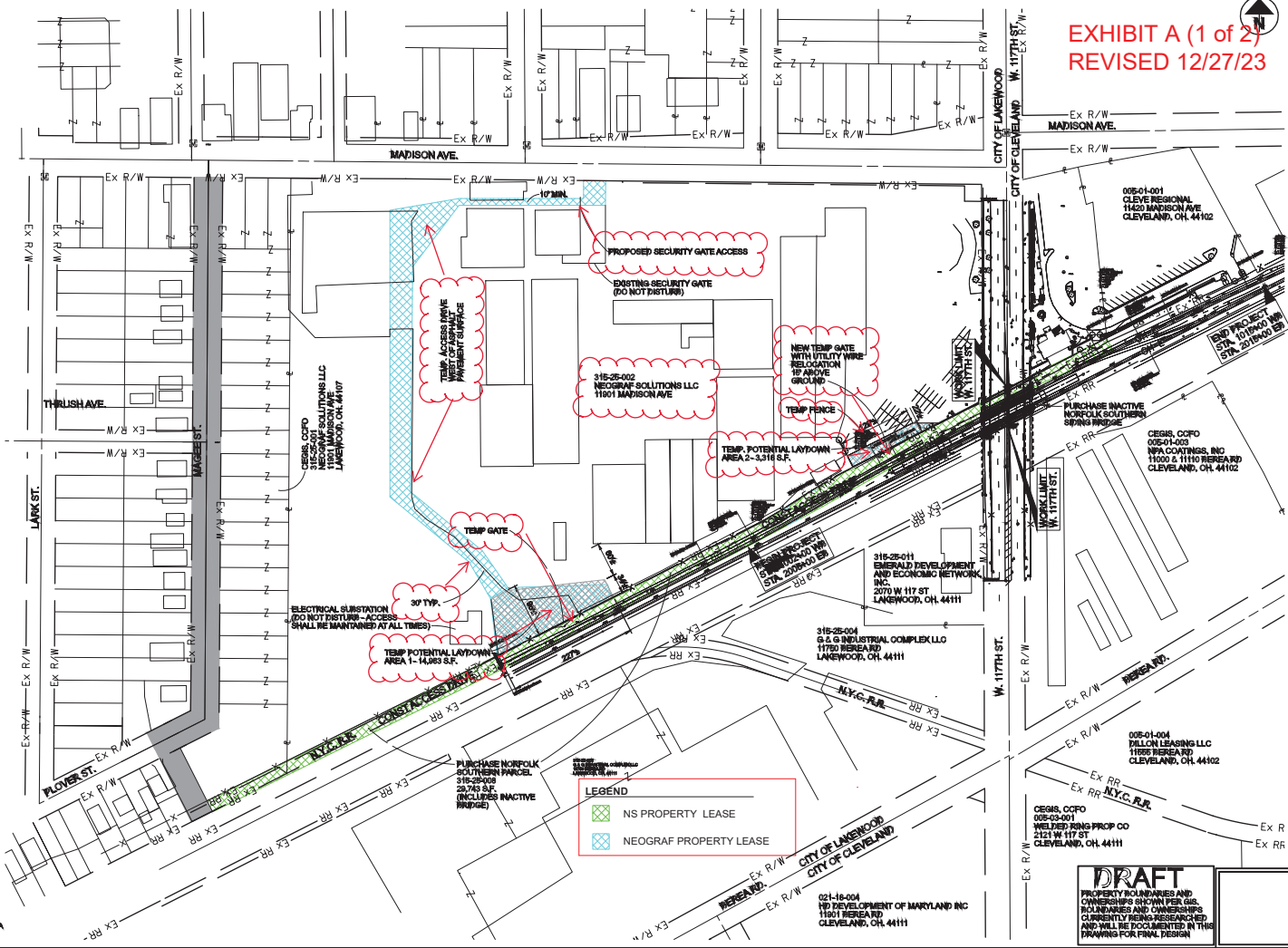
Attachment “A”

Subject Realty: Certain portions of Licensor’s property at 11709 Madison Avenue, Lakewood, Ohio 44107 as depicted on the attached graphic labeled Exhibit “A”.

GCRTA will enter and exit the Project site through a temporary access drive west of the asphalt pavement surface as depicted on the attached graphic.

The location of temporary laydown and material storage areas to be used for the Project are also depicted on this attachment. Use of those laydown and material storage areas by GCRTA or its independent contractor and its subcontractors is authorized by this agreement.

EXHIBIT A (1 of 2)
REVISED 12/27/23



<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION																<p>1101 W 117TH ST CLEVELAND, OH 44102</p> <p>1101 W 117TH ST CLEVELAND, OH 44102</p> <p>1101 W 117TH ST CLEVELAND, OH 44102</p>	<p>005-01-001 CLEVELAND REGIONAL 1100 MADISON AVE CLEVELAND, OH 44102</p> <p>005-01-004 TALLON LEASING LLC 11055 W 117TH ST CLEVELAND, OH 44102</p> <p>005-03-001 WELDER RANG PROP CO 2121 W 117 ST CLEVELAND, OH 44111</p> <p>021-16-004 W/ DEVELOPMENT OF MARYLAND INC 1101 W 117TH ST CLEVELAND, OH 44111</p>	<p>315-25-002 NEOGRAF SOLUTIONS LLC 1101 MADISON AVE</p> <p>315-25-011 EMERALD DEVELOPMENT AND ECONOMIC NETWORK, INC. 2070 W 117 ST LANEWOOD, OH 44111</p> <p>315-25-004 G & G INDUSTRIAL COMPLEX LLC 1170 W 117 ST LANEWOOD, OH 44111</p> <p>315-25-008 NORFOLK SOUTHERN 20,763 S.F.</p>	<p>005-01-001 CLEVELAND REGIONAL 1100 MADISON AVE CLEVELAND, OH 44102</p> <p>005-01-004 TALLON LEASING LLC 11055 W 117TH ST CLEVELAND, OH 44102</p> <p>005-03-001 WELDER RANG PROP CO 2121 W 117 ST CLEVELAND, OH 44111</p> <p>021-16-004 W/ DEVELOPMENT OF MARYLAND INC 1101 W 117TH ST CLEVELAND, OH 44111</p>
NO.	DATE	DESCRIPTION																				

DRAFT

PROPERTY BOUNDARIES AND OWNERSHIP SHOWN FOR I&L. BOUNDARIES AND OWNERSHIP CURRENTLY BEING RESEARCHED AND WILL BE DOCUMENTED IN THIS DRAWING FOR FINAL DESIGN.

PROJECT: 62A

SHEET: 001

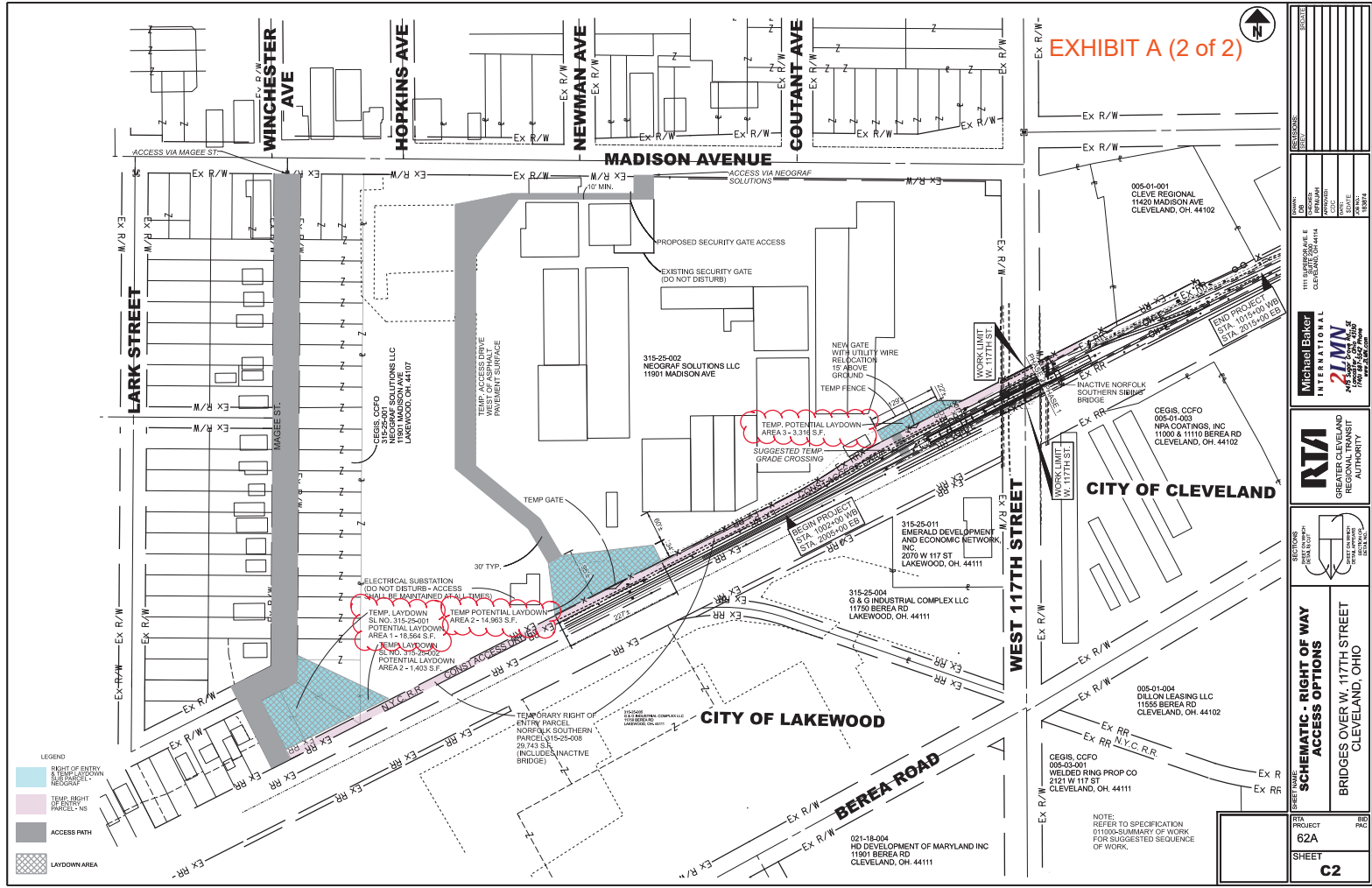
DATE: 12/27/23

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

DATE: 12/27/23



<p>Michael Baker International 1111 Springdale, E Cleveland, OH 44114 PROJECT NO. 1500000000000000 SHEET NO. 62A DATE: 08/20/2015 DRAWN BY: JMM CHECKED BY: JMM</p>	
<p>RTA GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY</p>	
<p>SCHEMATIC - RIGHT OF WAY ACCESS OPTIONS BRIDGES OVER W. 117TH STREET CLEVELAND, OHIO</p>	
<p>SHEET NO. 62A</p>	<p>DATE: 08/20/2015</p>
<p>PROJECT NO. 1500000000000000</p>	<p>DATE: 08/20/2015</p>
<p>SHEET NO. 62A</p>	<p>DATE: 08/20/2015</p>
<p>SHEET NO. 62A</p>	<p>DATE: 08/20/2015</p>

RESOLUTION NO. 2024-32

LICENSE AGREEMENT FOR ACCESS AND LAYDOWN AREAS TO SUPPORT THE WEST 117TH BRIDGE REHABILITATION PROJECT (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has undertaken a major construction project to rehabilitate the West 117th Bridge ("Construction Site") located in Cleveland and Lakewood, Ohio; and

WHEREAS, NeoGraf Solutions, LLC ("NeoGraf") owns a parcel of real estate adjacent to the construction site and located at 11709 Madison Avenue, Lakewood, Ohio, 44107 ("NeoGraf Property") which provides a connection from Madison Avenue to GCRTA's rail right of way and the Construction Site; and

WHEREAS, the Authority has proposed a License Agreement with NeoGraf for access to the Construction Site and for laydown areas on the NeoGraf Property to ensure access to the Construction Site for the Authority and its contractor, Suburban Maintenance and Constructions, Inc.; and

WHEREAS, the Authority and NeoGraf wish to enter into a License Agreement for a term commencing May 18, 2024 and ending December 31, 2025 at a rate of \$3,000.00 per month for a total amount not to exceed \$58,400.00.

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 be and she is hereby authorized to enter into a license agreement with NeoGraf for access to the Construction Site and for laydown areas on the NeoGraf Property for the period commencing May 18, 2024 and ending December 31, 2025.

Section 2. That the fees owed under the License Agreement shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2021-050-337, in an amount not to exceed \$58,400.00 (\$46,720.00 in federal funds, which represents 80% of total cost).

Section 3. That said agreement shall be binding upon and an obligation of the Authority contingent upon appropriation of funds and upon compliance by NeoGraf with the terms and conditions of the agreement, bonding and insurance requirements, and all applicable laws relating to contractual obligations of the Authority.

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

Adopted: April 16, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION:		Resolution No.: 2024-33
LEASE:	PORTION OF PROPERTY AT THE HAYDEN DISTRICT GARAGE, 1661 HAYDEN AVENUE, EAST CLEVELAND, OHIO 44112	Date: April 11, 2024
LESSEE:	CENTURY FEDERAL CREDIT UNION, AN OHIO NOT FOR PROFIT FINANCIAL COOPERATIVE	Initiator: Programming & Planning
TERM:	TWO YEARS WITH AN OPTION TO EXTEND THE TERM FOR ONE ADDITIONAL YEAR	
RENT:	\$3,000 PER YEAR	
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 approval to renew a lease between the Greater Cleveland Regional Transit Authority ("Authority") and Century Federal Credit Union ("Century"), an Ohio not for profit financial cooperative, for the operation and maintenance of the existing 570 square foot office property located at the Hayden District Garage (the "Leased Premises").

- The Leased Premises consists of office space and a credit union branch in the Hayden District Garage located at 1661 Hayden Avenue in the City of East Cleveland, Cuyahoga County, Ohio 44112 and further known as Cuyahoga County Permanent Parcel Number 671-07-002.
- Century also owns, operates and maintains an ATM at the Leased Premises for use by Authority employees.
- The term of the lease will be for two years with an option to extend the term for one additional year on the same terms and conditions.
- The rent will increase from \$2,800 to \$3,000 per year.
- Century has provided proof of insurance.
- The Authority has the right to cancel the lease at any time and for any reason.

2.0 **DESCRIPTION/JUSTIFICATION:** The Leased Premises are a portion of the Hayden District Garage. Century currently occupies the Leased Premises to provide banking services exclusively for Hayden District employees and their families.

Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees. Century has occupied the Leased Premises since March 1, 2018 under successive three-year leases.

3.0 **PROCUREMENT BACKGROUND:** Does not apply.

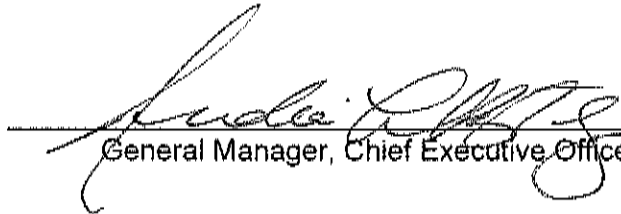
4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.

5.0 **POLICY IMPACT:** The proposed lease is consistent with the Real Estate Policies of the Authority.

6.0 **ECONOMIC IMPACT:** Rental income will be \$3,000.00 per year, representing a 7% increase over the previous term.

- 7.0 ALTERNATIVES: Decline to approve the Lease, in which case the current lease will expire on April 30, 2024. Century would have to vacate the property and close the branch that serves Hayden District employees.
- 8.0 RECOMMENDATION: Staff recommends approval of the proposed Lease.
- 9.0 ATTACHMENT: A. Proposed Lease

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"
PROPOSED LEASE

BASIC LEASE INFORMATION

Date: May 1, 2024

Landlord: Greater Cleveland Regional Transit Authority

Tenant: CENTURY FEDERAL CREDIT UNION

Trade Name: N/A

Premises: Number and Street: 1661 Hayden Avenue
City: East Cleveland
County: Cuyahoga
State: Ohio

LENGTH OF TERM: Two (2) Years with one (1) year extension option

COMMENCEMENT DATE: May 1, 2024

BASE RENT: \$3,000.00 per year, payable in 12 monthly installments of \$250

SECURITY DEPOSIT: \$0

LANDLORD'S ADDRESS FOR NOTICES: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
Attention: Property Manager

With a copy to: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
General Counsel, Deputy General Manager

LANDLORD'S ADDRESS FOR PAYMENTS: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
Attention: Department of Accounting

TENANT'S ADDRESS FOR NOTICES: Century Federal Credit Union
1240 East 9th Street
Cleveland, Ohio 44199

GUARANTOR: N/A

SPECIAL CONDITIONS:

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

LEASE

This Lease is made as of May 1, 2024, by the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision organized under Ohio Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Landlord"), and CENTURY FEDERAL CREDIT UNION, an Ohio not for profit financial cooperative, whose principal business office is located at 1240 East 9th Street, Cleveland, Ohio 44199 ("Tenant").

1. AGREEMENT TO LEASE

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the provisions of this Lease.

2. PREMISES

The Premises include approximately 570 square feet of office space in the Hayden District Garage and are part of that certain building located at 1661 Hayden Avenue, in the City of East Cleveland, Cuyahoga County, Ohio (the "Building").

The Premises are more particularly described in "Exhibit A" attached hereto and made a part of this Lease. Tenant accepts the Premises described in Exhibit "A" in an "AS IS" condition without warranty by Landlord of any kind or nature, express or implied.

3. TERM

A. Commencement Date. The term of this Lease will be two (2) years, beginning on May 1, 2024 (the "Commencement Date") and expiring on April 30, 2026. Tenant shall have the right to one (1) one-year extension of the terms of this lease by giving thirty (30) days written notice prior to the expiration of the original terms.

B. Notwithstanding anything contained herein, Landlord reserves the right to cancel the Lease at any time and for any reason.

C. Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date,

- i. this Lease will not be void or voidable,
- ii. Landlord will not be liable to Tenant for any resultant loss or damage, and
- iii. unless Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date because of Tenant's delays, Rent (hereinafter defined) will be waived for the period between the Commencement Date and the date on which Landlord delivers possession of the Premises to Tenant.

No delay in delivery of possession of the Premises will extend the term.

4. RENT

A. Payment. Tenant will pay Landlord the annual rent in the equal consecutive monthly installments stated in Exhibit "B" attached hereto and made a part hereof on or before the first day of each month during the term of this Lease (the "Base Rent"). The Base Rent will be paid in advance at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff. The obligation to pay Rent is an independent, unconditioned covenant. If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month will be prorated on a daily basis.

B. Additional Charges. Commencing on the Commencement Date, Tenant will pay to Landlord without deduction or offset all amounts which this Lease requires Tenant to pay (the "Additional Charges", and together with the Base Rent, the "Rent"), at the place where the Base Rent is payable. Landlord will have the same remedies for a default in the payment of Additional Charges as it has for default in the payment of Base Rent.

C. Late Payment. If Tenant fails to pay any Rent on the date due and payable, such unpaid amount will be subject to a late payment charge equal to the greater of: (i) five percent (5%) of such unpaid amounts; or (ii) Two Hundred and 00/100 Dollars (\$200.00). This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative cost which will be incurred by Landlord as a result of Tenant's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease.

D. Periodic Adjustment. Rent to be adjusted in accordance with Exhibit "B" attached.

E. Security Deposit. The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord is unpaid, including, but not limited to, utility charges, Taxes and Tenant's proportionate share of Landlord's Insurance, or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum payable by Tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned to Tenant within ninety (90) days following the expiration or earlier termination of this Lease, less any sums payable by Tenant to Landlord.

5. TAXES

A. Obligation for Payment. Unless Landlord has exercised its rights pursuant to paragraph 5 F, Tenant will pay all taxes directly to the taxing authority, including without limitation

real estate and personal property taxes and assessments assessed, levied, confirmed, or imposed during the term of this Lease (other than net income taxes) (collectively, "Taxes") whether or not now customary or within the contemplation of Landlord and Tenant:

- i. upon, measured by, or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant regardless of whether title to such improvements is in Tenant or Landlord;
- ii. upon or measured by the Base Rent, including without limitation any gross receipts tax or excise tax levied by the federal government or any other governmental body with respect to the receipt of Base Rent;
- iii. upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion of the Premises;
- iv. upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises;
- v. upon the Premises and all personal property, furniture, fixtures, and equipment, and all replacements, improvements, or additions to them, whether owned by Landlord or Tenant; and
- vi. impositions based in whole or in part on Base Rent, whether made in addition to or in substitution for any other Taxes.

B. Taxes Payable in Installments. Unless Landlord has exercised its rights under paragraph 5 F, and if, by law, any Taxes may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Taxes), Tenant may exercise the option to pay the Taxes (and any accrued interest on the unpaid balance of such Taxes) in installments. In such event, Tenant will pay such installments as they become due during the term of this Lease and before any fine, penalty, further interest or cost may be added to them.

C. Taxes for Period other than Term. Any Taxes, including Taxes which have been converted into installment payments, relating to a fiscal period of the taxing authority, a part of which period is included within the term and a part of which is included in a period of time prior to the commencement or after the end of the term, will, whether or not such Taxes or installments are assessed, levied, confirmed, imposed upon or in respect of, or become a lien upon the Premises, or become payable, during the term, be adjusted between Landlord and Tenant as of the commencement or end of the term, so that Tenant will pay that portion of such Taxes or installment which that part of such fiscal period included in the term bears to such fiscal period, and Landlord will pay the remainder.

D. Other Impositions. Tenant will not be obligated to pay local, state, or federal net income taxes assessed against Landlord; local, state, or federal capital levy of Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Landlord.

E. Right to Contest Taxes. Tenant will have the right to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good

faith, only after paying such Taxes or posting such security as Landlord may reasonably require in order to protect the Premises against loss or forfeiture. Upon the termination of any such proceedings, Tenant will pay the amount of such Taxes or part of such Taxes as finally determined, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Landlord will not be required to join in any such contest or proceedings unless the provisions of any law or regulations then in effect will require that such proceedings be brought by or in the name of Landlord. If required, Landlord will join in such proceedings or permit them to be brought in its name; however, Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any such contest or proceedings, and Tenant will indemnify Landlord against and save Landlord harmless from any such costs and expenses.

F. Estimated Payments. If Landlord elects to do so, then, in each December during the term or as soon after December as practicable, Landlord will give Tenant written notice of its estimate of the Taxes payable under paragraph 5 A for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12) of such estimated amounts; however, if such notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after such notice is given. If at any time or times it appears to Landlord that the Taxes payable under paragraph 5 A for the current calendar year will vary from its estimate by more than ten percent (10%), Landlord will, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year will be based upon such revised estimate.

G. Final Settlement. If Landlord has exercised its rights pursuant to paragraph 5 F, then within ninety (90) days after the close of each calendar year or as soon after such ninety (90) day period as practicable, Landlord will deliver to Tenant a statement of amounts payable under paragraph 5 A for such calendar year prepared by certified public accountants designated by Landlord, or prepared by Landlord and certified by one of its officers, and such certified statement will be final and binding upon Landlord and Tenant. If such statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such calendar year, the statement will be accompanied by a refund of the excess by Landlord to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement.

6. UTILITIES

Landlord will provide sewer, water, gas, electricity, light, heat, and storm water management to the Premises during the term, without cost to Tenant. In no event shall Landlord be liable for the quality, quantity, failure or interruption of any of the foregoing utility services to the Premises.

7. INSURANCE AND WAIVER OF SUBROGATION

A. Tenant's Insurance. Tenant shall obtain and maintain for the life of this Lease the following minimum insurance coverage. If Tenant retains a contractor or subcontractor to perform work at or on the Premises, Tenant shall also be responsible for assuring that each of its contractors or subcontractors, and anyone employed directly or indirectly by any contractor or subcontractor, provides adequate insurance for the work performed or products supplied by it.

Approval by Landlord: Approval of the insurance by Landlord shall not relieve or decrease the liability of Tenant hereunder. It is to be understood that Landlord does not in any way

represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect Tenant's interests or liabilities. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by Landlord. Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR. Landlord has the right to adjust the limits and coverage of all such insurance during the term of this Lease.

If Tenant neglects, refuses or fails to provide the insurance required under this Lease, or if such insurance is cancelled for any reason, Landlord shall have the right but not the duty to procure the same, and the cost thereof shall be due and payable as Additional Charges together with Base Rent.

Landlord reserves the right to request a copy of all policies and endorsements prescribed herein.

- i. Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage arising out of the maintenance, use or occupancy of the Premises. Such insurance will contain a provision that Landlord, although named as an additional insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, officers, and employees, or the property of such persons. Such insurance will also, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Policy to include:
 - (1) Fire Legal Liability coverage in the amount of \$1,000,000.
 - (2) Contractual liability coverage insuring the indemnification provision contained in paragraph 18 of this Lease.
 - (3) Landlord will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
- ii. Business Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the Premises.
- iii. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of Tenant. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau

of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

- iv. Property Insurance written on a "Special Form" or equivalent basis in the full amount of the replacement cost of any improvements and betterments added by Tenant and contents now or after this date located on the Premises estimated at \$200,000.00. The coverage will be on a replacement cost basis.

Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, debris removal including demolition occasioned by enforcement of any applicable legal requirements. This property insurance shall apply to the improvements and betterments and contents of the Premises.

- v. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering Tenant's employees for loss of or damage to money, securities or other property resulting from theft, forgery or alteration, computer fraud, or funds transfer. The following limits of liability should apply: (a) Employee Dishonesty - \$2,000,000; and (b) Client Property Blanket Bond - \$2,000,000. Tenant shall reimburse Landlord for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming Landlord.

B. General Requirements: Tenant shall not enter or utilize the Premises until it has obtained the required insurance and has received written approval of such insurance by Landlord. Tenant shall furnish evidence of such insurance in the form of a certificate (Accord or similar form). The certificate shall provide the following:

- i. The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Tenant shall:
 - (1) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Commencement Date of this Lease.
 - (2) Maintain and provide evidence of similar insurance for at least three (3) years following the termination of this Lease; and
 - (3) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Commencement Date of this Lease, Tenant shall purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Lease.

- ii. Name Landlord as an additional insured for all liability coverage under paragraph 7 A i (Commercial General Liability) and paragraph 7 A ii (Business Automobile Liability) above for claims arising out of operations in conjunction with this Lease.
- iii. Contain a waiver of subrogation in favor of Landlord.
- iv. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Landlord.
- v. Contain a specific reference to the subject Lease.
- vi. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- vii. In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after Landlord has received written notice of such change or cancellation from Tenant. Such notice shall be mailed by certified mail, return receipt requested, to Landlord's Property Manager.
- viii. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Landlord. The Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

C. Landlord's Insurance. Landlord shall carry property insurance coverage on the Building only ("Landlord's Insurance"). Tenant agrees that Tenant shall pay its proportionate share of Landlord's Insurance, which may include the cost of insuring or providing additional coverage for any deductibles; provided, however, that Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. Tenant's proportionate share of Landlord's Insurance shall be Additional Charges due under this Lease.

D. Waiver of Subrogation. With respect to first party property insurance, Landlord and Tenant waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to paragraph 7 or any other insurance or self-insurance plan actually carried by each of them. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents of either of them.

8. USES

A. Lawful Use Only. Tenant shall use the Premises for the purpose of operating a credit union on a non-profit basis, which will not be accessible to the general public and which will operate solely for the benefit of current and former employees of the Landlord (the "Permitted Use"). Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied,

- i. in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or
- ii. for any disreputable business or purpose, or
- iii. in any manner or for any business or purpose that would increase the risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located; or
- iv. for any purpose other than permitted herein without the express written consent of the Landlord.

Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Building in which the Premises are located. Any increase in the cost of any insurance carried by Landlord attributable to Tenant's activities, property, or improvements in the Premises or Tenant's failure to perform and observe its obligations and covenants under this Lease will be payable by Tenant to Landlord, from time to time, on demand. A schedule or "make-up" of rates for the Premises or Building of which the Premises are a part issued by the body making its fire insurance rates will be, as between Landlord and Tenant, conclusive evidence of the facts stated in it and of the items and charges in the fire insurance rates then applicable. The final judgment of any court, or the admission of Tenant, that Tenant has violated any law or requirement of governmental or insurance authorities affecting the Premises or Building of which the Premises are a part will be conclusive evidence of such violation as between Landlord and Tenant.

B. Right to Contest. Tenant will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of Tenant, or, with the prior consent of Landlord, in the name of Landlord, or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or legal requirement of any nature. If compliance with any such law, ordinance, order, rule, regulation, or requirement may legally be delayed pending the prosecution of any proceeding without incurring any lien, charge, or liability of any kind against the Premises, or Tenant's interest in the Premises, and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply, Tenant may delay compliance until the final determination of such proceeding. Even if such lien, charge, or liability may be incurred by reason of any such delay, Tenant may so contest and delay, so long as

- i. such contest or delay does not subject Landlord to criminal liability, and
- ii. Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of any contest or delay.

Landlord will not be required to join any proceedings referred to in this paragraph unless the provision of any applicable law, rule, or regulation at the time in effect requires that such proceedings be brought by or in the name of Landlord, or both. In that event Landlord will join the proceedings or permit them to be brought in its name if Tenant pays all related expenses.

C. Assignment and Subleasing. Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Notwithstanding any assignment or subletting of the Premises, neither Tenant nor Guarantor, if any, shall be released from any obligations, liabilities or covenants under this Lease. Landlord shall have the right to accept or collect Rent from any assignee, subtenant or other occupant for the account of Tenant without being deemed to have consented to an assignment or other transfer; without releasing Tenant or waiving any right against Tenant; and without accepting the payor as a permitted tenant. Any request for Landlord's consent hereunder shall be accompanied by payment of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for Landlord's administrative and attorneys' fees relating thereto.

D. Operating Covenant. Tenant shall keep the Premises open and operating for business on Monday, Wednesday and Friday between 9:00 AM - 5:00 PM or on a schedule mutually agreeable to Tenant and Landlord. Tenant will continuously operate its business therein with diligence, fully staffed and stocked. Due to the difficulty or impossibility of determining Landlord's damages resulting from Tenant's failure to open timely or continuously operate, should Tenant at any time vacate, abandon, or desert the Premises or cease operating its business therein for a period in excess of ten (10) consecutive days per calendar year, then Landlord shall have, in addition to all other remedies, the right to collect not only the Base Rent and Additional Charges, but also liquidated damages at the rate of Five Hundred and 00/100 Dollars (\$500.00) per day, for each and every day the Premises is not open for business.

9. REPAIRS AND MAINTENANCE

Tenant will, at its sole cost and expense, maintain and keep the Premises in good repair, including an ATM machine within the leased Premises, and will maintain said premises in a clean, safe, secure and attractive condition. All such repairs will be in quality and class equal to the original work or installations. If Tenant fails to maintain and make such repairs, Landlord may make them at the expense of Tenant and such expense will be collectible as Additional Charges and will be paid by Tenant within fifteen (15) days after delivery of a statement for such expenses. Notwithstanding the obligations assumed by Tenant under this paragraph, Landlord will retain at its sole cost and expense the obligation of replacing the foundation, roof, furnace, boiler, central air conditioning compressor and evaporator, and structural exterior walls when Landlord finds that the need for such replacements are not the result of Tenant's failure to properly maintain and repair or must be replaced because of a casualty.

10. ALTERATIONS

Tenant will not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion; however, Landlord's prior written consent will not be necessary for any alteration, addition, or improvement which:

A. costs less than Five Thousand and 00/100 Dollars (\$5,000.00) including labor and materials;

B. involves interior remodeling or changes which do not structurally change or modify the Premises;

C. is made with due diligence, in a good and workmanlike manner and in compliance with all laws; and

D. is promptly and fully paid for by Tenant.

Any such alteration or improvement which costs more than Five Thousand and 00/100 Dollars (\$5,000.00) shall be made under the supervision of an architect or engineer satisfactory to Landlord and in accordance with plans and specifications and cost estimates approved by Landlord.

Landlord may designate a supervising architect to assure compliance with the provisions of this paragraph, and if it does, Tenant shall pay the supervising architect's charges. Subject to Tenant's rights in paragraph 12, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises by Tenant, will immediately become Landlord's property and, at the end of the term of this Lease will remain on the Premises without compensation to Tenant. By notice given to Tenant no less than ninety (90) days prior to the end of this Lease, Landlord may require that any alterations, additions, fixtures and improvements made in or upon the Premises be removed by Tenant. In that event, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions and improvements were made, reasonable wear and tear excepted.

11. MECHANICS' LIENS

Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, and demands on account of such work. If any such lien is filed against the Premises, Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien. If Tenant desires to contest such a lien, it will furnish Landlord, within such ten (10) day period, proof of a court approved security amount deposited with the court pending final judgment of any such contest. If a final non-appealable judgment establishing the validity or existence of a lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which such a lien has been filed, and does not give Landlord such security, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, will be immediately due from Tenant to Landlord as Additional Charges. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of such notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations which cost in excess of Five Thousand and 00/100 Dollars (\$5,000.00)) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any such liens.

12. SURRENDER OF PREMISES

At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant,

whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Whether or not Tenant is then in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with paragraph 10. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

13. ABANDONMENT AND HOLDOVER

If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be bound by the terms and provisions of this Lease except that no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall (with no additional notice required by Landlord) pay to Landlord, as liquidated damages, a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant vacates the Premises prior to the scheduled expiration of the term of this Lease, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in paragraph 8 A of this Lease within the next thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in paragraph 21 B hereof.

14. DAMAGE TO PREMISES

In the event that the Building or improvements now located on the Premises shall be so damaged or injured from any cause whatever during the term of this Lease so as to render untenable all or any substantial part of the Premises, and if in the judgment of Landlord and Tenant the Premises cannot within ninety (90) days be restored to their condition prior to such damage or injury, then Tenant shall have the right to terminate this Lease as of the date of the damage or injury by giving notice in writing to Landlord within thirty (30) days after such damage or injury. A condition for the exercise of the right to termination by Tenant, shall be the enforceable assignment to Landlord of Tenant's interests in all insurance proceeds payable as a result of said damage or injury, exclusive of insurance proceeds relating to damage or injury to property removable by Tenant under the provisions of paragraph 12 and business interruption coverage proceeds. Base Rent and Additional Charges due hereunder shall be prorated and paid as of the date of said damage or injury. If the period of time agreed upon by the parties shall be in excess of ninety (90) days, and Tenant shall not have elected, as aforesaid, to terminate this Lease, then this Lease may not be terminated on account of such damage or injury, and the parties shall pursuant to paragraph 9 repair, reconstruct, or restore the Premises to a condition equivalent to

that of their former condition. The parties shall share pro rata in the proceeds of insurance in proportion to their respective actual costs of the work.

15. CONDEMNATION

A. Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case, a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises (even if the restorations described in paragraph 15 B were to be made) cannot be used by Tenant for the Permitted Use, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority (in either case, the "Ending Date"). If the Lease ends according to this paragraph 15 A, Rent will be appropriately prorated to the Ending Date. The award in a Taking subject to this paragraph 15 A will be allocated according to paragraph 15 D.

B. Partial Taking. If, after a Taking, so much of the Premises remains that the Premises can be used for the Permitted Use:

- i. this Lease will end on the Ending Date as to the part of the Premises which is taken,
- ii. Rent will be appropriately allocated to the part of the Premises which is taken and prorated to the Ending Date,
- iii. beginning on the day after the Ending Date, Rent for so much of the Premises as remains will be reduced in the proportion of the area of the Premises remaining after the Taking to the area of the Premises before the Taking,
- iv. at its cost, Landlord will restore so much of the Premises as remains to a sound architectural unit substantially suitable for the Permitted Use, using good workmanship and new first class materials. Landlord's duty to so restore shall not extend to non-structural or interior walls or interior surfaces, nor to trade fixtures or equipment installed or used by Tenant. All other costs for restoration shall be the obligation of Tenant.
- v. upon the completion of restoration according to clause (iv), Landlord will pay Tenant the lesser of the net award made to Landlord on account of the Taking (after deducting from the total award attorneys', appraisers' and other costs incurred in connection with obtaining the award, and amounts paid to the holders of mortgages affecting the Premises), or Tenant's actual out-of-pocket cost of restoring the Premises, and
- vi. Landlord will keep the balance of the net award.

C. Tenant's Award. In connection with any Taking subject to paragraph 15 A or 15 B, Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Tenant was entitled to remove, and moving expenses) only so long as Tenant's award does not diminish or otherwise adversely affect Landlord's award.

D. Allocation of an Award for a Total Taking. If this Lease ends according to paragraph 15 A, the condemnation award will be paid in the order in this paragraph 15 D to the extent it is sufficient:

- i. First, Landlord will be reimbursed for its attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim for the award.
- ii. Second, Landlord will be paid compensation for lost Rent.
- iii. Third, Tenant will be paid its adjusted book value as of the date of the Taking of its improvements (excluding trade fixtures) made to the Premises. In computing its adjusted book value, improvements will be conclusively presumed to have been depreciated or amortized for federal income tax purposes over their useful lives with a reasonable salvage value.
- iv. Fourth, the balance will be divided equally between Landlord and Tenant.

16. SUBORDINATION AND ATTORNMENT

A. This Lease and Tenant's rights under this Lease are subject and subordinate to any conveyances made by Landlord as a part of any public/private joint venture, any ground lease or underlying lease, first mortgage, first deed of trust or other first lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this paragraph, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph.

B. If any person succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the tenant of, and attorn to, such successor in interest without change in this Lease. Such successor in interest will not be bound by:

- i. any payment of Rent for more than one (1) month in advance, or
- ii. any amendment or modification of this Lease: (a) not disclosed, including the disclosure required by the Estoppel Certificate addressed in paragraph 24 D; or, (b) made after Tenant is given written notice that the successor has succeeded to Landlord's interests in the Premises, or

- iii. any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, or
- iv. any claim or offset of Rent against Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that such successor in interest will not disturb Tenant in its use of the Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver any such instrument within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any such document for and on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any document described in this paragraph.

17. LANDLORD'S RIGHT OF ACCESS

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to peaceably:

- A. inspect the Premises,
- B. exhibit the Premises to prospective purchasers, lenders, or tenants,
- C. determine whether Tenant is complying with its obligations in this Lease,
- D. supply any service which this Lease requires Landlord to provide,
- E. post notices of non-responsibility or similar notices, or
- F. make repairs which this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of Landlord's adjacent premises; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Except for claims based on Landlord's willful misconduct, Tenant waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenants vaults, safes and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means which Landlord may deem proper to open doors in the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means not amounting to gross negligence will be regarded as a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any such entry entitle Tenant to damages or any abatement of Rent or other charges which this Lease requires Tenant to pay.

18. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Landlord and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Tenant's proportionate share and the proportionate share of any entity employed or contracted by Tenant, arising out of or resulting from the performance of this Lease, including:

A. the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

B. any activity, work, or thing done, or permitted or suffered by Tenant in or about the Premises;

C. any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

D. any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

E. (except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises which is proximately caused by the gross negligence or willful misconduct of Landlord), any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant, providing that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by the fault of Tenant or any person or entity directly or indirectly employed by it. Such obligation shall not be construed to negate, abridge, or otherwise diminish any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Nothing herein shall be construed as making Tenant liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the gross negligence and/or willful misconduct of Landlord.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

19. WAIVER AND RELEASE

Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Landlord and Tenant agree that neither party, its agents, and employees, will be liable to the other party for any loss, injury, death, or damage (including consequential damages) to persons, property, or that party's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental

body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the transit system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises, or from construction, repair, or alteration of the Premises or from any acts or omissions of any other Tenant, occupant, or visitor of the Premises, or from any cause beyond either party's control.

20. QUIET ENJOYMENT

So long as Tenant pays the Rent, and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord.

21. DEFAULT

A. Events of Default. The following occurrences are "events of default":

- i. Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelve (12) month period, and if, within twelve (12) months after any such notice, any Rent is not paid when due, an event of default will be deemed to have occurred without further notice;
- ii. Tenant vacates or abandons the Premises;
- iii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within fifteen (15) days after its levy;
- iv. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- v. Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment;
- vi. Tenant fails to take possession of the Premises on the Commencement Date of the term; or
- vii. Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

B. Landlord's Remedies. If any one or more events of default set forth in paragraph 21 A occurs, then Landlord may, at its election, either:

i. Give Tenant written notice of its intention to terminate this Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Premises will cease and the Lease will be terminated (except as to Tenant's liability set forth in this paragraph 21 B i. as if the expiration of the term fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this paragraph 21 B i., Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums which would have been owing by Tenant under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expense in connection with such re-letting, including without limitation, the expenses set forth in paragraph 21 B ii. Landlord will be entitled to collect such damages from Tenant monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated and Landlord will be entitled to receive such damages from Tenant on each such day. Alternatively, at the option of Landlord, if this Lease is terminated, Landlord will be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amounts of such Rent loss that Tenant proves could reasonably have been avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term of this Lease after the time of award exceeds the amount of such Rent loss that Tenant proves could reasonably be avoided; and
- (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from such failure.

The "worth at the time of award" of the amount referred to in clauses (1) and (2) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (3) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Cleveland, Ohio, at the time of award. For the purpose of determining unpaid Rent under clause (3), the monthly Rent reserved in this Lease will be deemed to be the sum of the Base Rent and Additional Charges due under paragraph 4 and the amounts last payable by Tenant pursuant to paragraph 4 for the calendar year in which the award is made; or

- ii. On ten (10) days' notice, re-enter and take possession of the Premises or any part of the Premises; and repossess the Premises as of Landlord's former estate; and expel Tenant from the Premises and those claiming through or under Tenant; and, remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. If Landlord elects to re-enter, as provided in this paragraph 21 B ii. or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord will not be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any rent due upon such re-letting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically says so. Landlord reserves the right following any such re-entry or re-letting, or both, to exercise its right to terminate this Lease by giving Tenant such written notice, and in that event the Lease will terminate as specified in such notice.

If Landlord elects to take possession of the Premises according to this paragraph 21 B ii. without terminating the Lease, Tenant will pay Landlord

- (1) the Rent and other sums which would be payable under this Lease if such repossession had not occurred, less
- (2) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses incurred in connection with such re-letting, including without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparation for such re-letting.

If, in connection with any re-letting, the new Lease term extends beyond the existing term or the premises covered by such re-letting include areas which are not part of the Premises, a fair apportionment of the rent received from such re-letting and the expenses incurred in connection with such re-letting will be made in determining the net proceeds received from such re-letting. In addition, in determining the net proceeds from such re-letting, any rent concessions will be apportioned over the term of the new Lease. Tenant will pay such amounts to Landlord monthly on the days on which the Rent and all other amounts owing under this Lease would have been

payable if possession had not been retaken and Landlord will be entitled to receive the Rent and other amounts from Tenant on each such day; or

- iii. Pay when due amounts payable under this Lease or perform any of Tenant's other obligations under the Lease within the time permitted for its performance, upon such notice or without notice, as may be reasonable under the circumstances and without waiving any of its rights under this Lease. All amounts so paid by Landlord and all cost and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at the prime rate from the date of Landlord's payment of such amount or incurring of each such cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather Landlord will also be entitled to recover as damages for such breach, the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorney's fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide such insurance.

C. Remedies Cumulative. Suit or suits for the recovery of the Rent and other amounts and damages set forth in this paragraph may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive.

22. LANDLORD'S LIEN

Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises (collectively, the "Collateral"), and such Collateral shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Products of Collateral are also covered. Following an event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the uniform commercial code, including without limitation the right to sell the Collateral at public or private sale upon five (5) days' notice to Tenant. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that a copy or other reproduction of this Lease shall be sufficient to serve as a financing statement and that a copy or photographic or other reproduction of this portion of this Lease may be filed of record by Landlord and have the same force and effect as the original. This security agreement and financing statement also covers fixtures located at the Premises and may be filed for record in the real estate records. Tenant warrants that the Collateral subject to the security interest granted herein is not purchased

or used by Tenant for personal, family or household purposes. Tenant authorizes Landlord to file financing statements of record to perfect Landlord's security interest in the collateral. Landlord's lien shall survive the expiration or earlier termination of the lease, until all obligations of Tenant have been fully performed.

23. AFFIRMATIVE ACTION REQUIREMENTS

A. Executive Order 11246. During the performance of this Lease, Tenant agrees as follows:

- i. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- ii. Tenant will, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. Tenant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Tenant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. Tenant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. Tenant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Landlord and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of Tenant's noncompliance with the nondiscrimination clauses of this Lease or with any of such rules, regulations, or orders, this Lease may be canceled, terminated or suspended in whole or in part and Tenant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. Tenant will include the provisions of paragraphs 23 A i. through vii. in every sublease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Tenant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Tenant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Tenant may request the United States to enter into such litigation to protect the interests of the United States.

B. EEO-1 Report. Tenant agrees that if the total Base Rent and Additional Charges due annually under this Lease equals or exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00) and the total workforce at the Premises equals or exceeds fifty (50) persons, then Tenant will annually file with Landlord a completed EEO-1 Report (O.M.B. Standard Form 100). Such reports are due March 31 for each year of the term.

C. Affirmative Action Plan. If the annual Base Rent and Additional Charges and employment at the Premises meet or exceed the thresholds set forth in paragraph 23 B, then within the first thirty (30) days of the term, Tenant shall submit an Affirmative Action Plan meeting the following requisites:

- i. An equal employment policy statement for the employment of minorities and women together with a description of the manner and to whom the policy statement is circulated internally (within your company) and externally (all sources used for recruitment), and the title of the person responsible for the implementation of these policies;
- ii. Goals and Timetables for hiring minorities and women for the next year, or duration of this Lease, whichever is greater, including:
 - (1) total employees expected to be employed in each job category (use job categories shown in EEO-1 Report);
 - (2) total of each group of employees (Blacks, Hispanics, women, etc.) in each job category;
 - (3) labor market availability group information - availability of minorities and women. Use this information to establish the goals required in item "(5)" (contact State employment office to get this information);
 - (4) number of expected job opportunities. If not expected, goals required in item "(5)" must still be established to allow for unexpected hiring.

- (5) Goals (number of minorities and women to be hired and percentage of total workforce). If goals are not reached within the period specified, Tenant must describe its reasons for not meeting the goals and demonstrate its good faith efforts used to meet the goals; and
- iii. A statement describing the development and execution of the program, including the method to be used for recruiting job applicants and the method used for evaluating the program. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for Tenant's needs, i.e., labor unions.

24. MISCELLANEOUS PROVISIONS

A. No Offer Intended. The submission of this Lease to Tenant is not an offer to Lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord will not be bound to Tenant until Tenant has duly executed and delivered duplicate original Leases to Landlord and Landlord has duly executed and delivered one of those duplicate original Leases to Tenant.

B. Brokers. Landlord and Tenant warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or this Lease. Tenant agrees to indemnify Landlord against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone with whom Tenant has dealt with regard to the Premises or this Lease.

C. No Merger. The surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, terminate any subleases or operate as an assignment to Landlord of any subleases. Landlord's option under this paragraph will be exercised by notice to Tenant and all known subtenants in the Premises.

D. Estoppel Certificates. Within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating:

- i. that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement,
- ii. the date to which Rent and other sums payable under this Lease have been paid,
- iii. that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so,
- iv. that Tenant has accepted and occupied the Premises,
- v. that Tenant has no claim or offset against Landlord, or, if it does, stating the circumstances which gave rise to the claim or offset,

- vi. that Tenant is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Tenant), and
- vii. such other matters as may be reasonably requested by Landlord.

Any such certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within five (5) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within five (5) days after its receipt.

E. No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

F. Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

G. Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state of Ohio, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

H. Captions, Exhibits, Gender, and Number. The captions and table of contents are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into the Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

I. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

J. Severability. If any provision(s) of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

K. Governing Law and Venue. This Lease will be governed by the law of the State of Ohio and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the Cuyahoga County, State of Ohio, Court of Common Pleas or in the case of Forcible Entry and Detainer actions, the Municipal Court having territorial jurisdiction. Tenant shall maintain and operate the credit union in accordance with all laws of the State of Ohio and the regulations of the Federal Credit Union Administration, a U.S. Government Agency.

L. Binding Effect. This Lease will inure to the benefit of, and will be binding the successors and permitted assigns of Landlord and Tenant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this agreement on the date first written above.

Witness:

TENANT:

CENTURY FEDERAL CREDIT UNION,
An Ohio not for profit financial cooperative

By: _____
Dave Wilde
CEO

Witness:

LANDLORD:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY,** a political subdivision
organized under Revised Code Chapter 306

BY: _____
India L. Birdsong Terry, General Manager
Chief Executive Officer

Approved as to legal form

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

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by India L. Birdsong Terry, its General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument, on behalf of said Authority; that the same is her free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 2024.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Century Federal Credit Union, by its CEO, Dave Wilde, who acknowledged that he/she did execute the foregoing instrument, on behalf of said corporation or other corporate entity; that the same is his/her free act and deed, individually and as such officer; and the free act and deed of the corporation or other corporate entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 2024.

NOTARY PUBLIC

EXHIBIT "B"

RENT PAYMENT SCHEDULE

Lease Years	Monthly Base Rent	Water, Sewer and Storm Water Utility Charge	Annual Base Rent	Annual Total
1 – 2	\$250.00	0	\$3,000.00	\$3,000.00
Option	\$250.00	0	\$3,000.00	\$3,000.00

RESOLUTION NO. 2024-33

AUTHORIZING A LEASE BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND CENTURY FEDERAL CREDIT UNION FOR OFFICE SPACE LOCATED AT THE HAYDEN DISTRICT GARAGE, 1661 HAYDEN AVENUE, EAST CLEVELAND, OHIO 44112

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of the land and facility located at 1661 Hayden Avenue in East Cleveland, Ohio 44112, which is known as the Hayden District Garage ("Property"); and

WHEREAS, the Property was acquired by the Authority on July 16, 1981 for the construction of the Hayden District Garage; and

WHEREAS, a 570 square foot portion of the Property (the "Leased Premises") has been leased to Century Federal Credit Union, an Ohio not for profit financial cooperative ("Century"), since 2018 for the operation of a credit union office to serve Authority employees and their families; and

WHEREAS, Section 470.03 (a) of the Codified Rules and Regulations of the Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees; and

WHEREAS, Federal Transit Administration Circular 5010.1E authorizes the Authority to renew existing leases at rates and conditions based on current fair market values for similar public amenities located on comparable properties; and

WHEREAS, the Authority's staff has determined the new lease terms and conditions to represent the fair market value for comparable properties; and

WHEREAS, under the terms of the lease, Century will operate the Leased Premises, maintain the Leased Premises in a clean, safe, and attractive condition, and operate and maintain an ATM at the Leased Premises for the convenience of Authority employees, which represents additional compensation for the Leased Premises; and

WHEREAS, this amenity is an appropriate use for the Leased Premises and provides benefits to GCRTA employees; and

WHEREAS, the Authority intends to offer Century a lease for the Leased Premises for a term of two years at \$3,000.00 per year with an option to extend the term for one additional year on the same price, terms and conditions and with a provision that the Authority has the right to cancel the lease at any time and for any reason.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease with Century for a term of two years, and to exercise an option to extend the term for one additional year, for \$3,000.00 per year for a portion of the property located at the Hayden District Garage, 1661 Hayden Avenue, East Cleveland, Ohio and further known as Cuyahoga County Permanent Parcel Number 671-07-002.

Section 2. That the rent of \$3,000.00 per year, along with Century's agreement to operate the Leased Premises as an exclusive amenity for Authority employees, maintain the Leased Premises in a clean, safe and attractive condition, and operate and maintain an ATM at the Leased Premises, represents fair compensation for the Leased Premises as determined by the Authority's staff.

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

Adopted: April 16, 2024

President

Attest:

Secretary-Treasurer

RESOLUTION NO. 2024-34

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 2024, 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 \$156,714.77, to an annual base salary of \$163,453.51.

Section 2. That the increased annual base salary for Anthony A. Garofoli will be effective the pay period beginning April 14, 2024, and retroactive to January 1, 2024.

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

Adopted: April 16, 2024

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, 2024 AND MARCH 31, 2023

	CURRENT MONTH			YEAR TO DATE			
	March		CHANGE	2024		CHANGE	% OF TOTAL
	2024	2023		2024	2023		
PASSENGER FARES:							
CASH FARES	\$ 776,114	\$ 865,267	\$ (89,153)	\$ 2,258,822	\$ 2,418,877	\$ (160,055)	(6.62%)
PASS/TICKET SALES	792,565	574,488	218,077	1,957,370	1,719,464	237,906	13.84%
STUDENT FARECARDS	186,824	34,753	152,071	399,749	54,000	345,749	640.28%
U-PASS	232,860	120,000	112,860	1,475,966	842,307	633,659	75.23%
MOBILE TICKETING	632,214	505,282	126,932	1,839,255	1,473,959	365,296	24.78%
TOTAL PASSENGER FARES	2,620,577	2,099,790	520,787	7,931,162	6,508,607	1,422,555	21.86%
SALES AND USE TAX REVENUE:							
SALES & USE TAX	25,769,593	25,588,894	180,699	68,553,928	68,594,442	(40,514)	(0.06%)
TOTAL SALES AND USE TAX REVENUE	25,769,593	25,588,894	180,699	68,553,928	68,594,442	(40,514)	(0.06%)
OTHER REVENUE:							
ADVERTISING/CONCESSIONS/COMMISSIONS	206,064	9,394	196,670	361,144	927,239	(566,095)	(61.05%)
NAMING RIGHTS/LESS COMMISSIONS	87,500	-	87,500	175,000	181,728	(6,728)	(3.70%)
RENTAL INCOME	20,142	35,202	(14,960)	308,047	85,012	223,035	27.10%
INTEREST INCOME	81,911	75,150	6,761	240,202	203,274	36,928	18.17%
OTHER	14,478	13,049	1,429	74,405	111,610	(37,205)	(33.33%)
TOTAL OTHER REVENUE	410,095	132,695	277,400	958,798	1,508,863	(550,065)	(36.46%)
REIMBURSEMENTS AND OTHER SOURCES OF CASH:							
FUEL/CHG/PROPANE TAX REFUNDS	23,534	457,120	(433,586)	566,287	544,618	21,669	3.98%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	513	-	513	879,987	680,928	219,059	33.14%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	625,336	-	625,336	-
FEDERAL OPERATING ASSISTANCE	-	-	-	-	23,431	(23,431)	-
MISCELLANEOUS RECEIPTS	72,114	107,367	(35,253)	309,660	206,637	103,023	49.86%
FEDERAL ARP	96,161	56,447	39,714	2,381,270	1,433,614	947,656	65.87%
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	198,222	620,934	(422,712)	3,282,253	2,466,227	816,026	33.11%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 28,896,426	\$ 28,365,866	\$ 530,560	\$ 79,825,158	\$ 78,047,526	\$ 1,777,632	2.28%
							100.00%



**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2024**

	CURRENT MONTH			YEAR TO DATE				
	BUDGET	ACTUAL	VARIANCE	% VARIANCE	BUDGET	ACTUAL	VARIANCE	% VARIANCE
PASSENGER FARES:								
CASH FARES	\$ 853,138	\$ 776,114	\$ (77,024)	(9.03%)	\$ 2,559,424	\$ 2,258,812	\$ (300,592)	(11.74%)
PASS/TICKET SALES	602,756	792,565	189,809	31.49%	1,808,268	1,957,370	149,102	8.25%
STUDENT FARECARDS	100,000	186,824	86,824	86.82%	300,000	399,749	99,749	33.25%
U-PASS	202,439	232,860	30,421	15.03%	607,317	1,475,966	868,649	143.03%
MOBILE TICKETING	500,000	632,214	132,214	26.44%	1,500,000	1,839,255	339,255	22.62%
TOTAL PASSENGER FARES	2,258,333	2,620,577	362,244	16.04%	6,774,999	7,931,162	1,156,163	17.07%
SALES AND USE TAX REVENUE:								
SALES & USE TAX	22,358,333	25,769,593	3,411,260	15.26%	67,075,003	68,553,928	1,478,925	2.20%
TOTAL OPERATING SUBSIDIES	22,358,333	25,769,593	3,411,260	15.26%	67,075,003	68,553,928	1,478,925	2.20%
OTHER REVENUE:								
ADVERTISING/CONCESSIONS/COMMISSIONS	172,813	206,084	34,251	19.94%	515,434	361,144	(154,290)	(29.93%)
PARKING RIGHTS LESS COMMISSIONS	21,000	87,500	66,500	316.67%	200,429	175,000	(25,429)	(12.69%)
RENTAL INCOME	26,411	20,142	(6,269)	(23.74%)	79,233	108,047	28,814	36.37%
INTEREST INCOME	83,333	81,911	(1,422)	(1.71%)	250,003	240,202	(9,801)	(3.92%)
OTHER	98,589	14,478	(84,111)	(85.31%)	295,767	74,405	(221,362)	(74.84%)
TOTAL OTHER REVENUE	401,146	410,095	8,949	2.23%	1,340,866	958,798	(382,068)	(28.49%)
REIMBURSEMENTS AND OTHER SOURCES OF CASH:								
FUEL/ENG/PROPANE TAX REFUNDS	-	23,534	23,534	-	-	566,287	566,287	-
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	333,333	513	(332,820)	(99.85%)	1,000,003	879,987	(120,016)	(12.00%)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	-	625,336	625,336	-
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	-	-	-
MISCELLANEOUS RECEIPTS	-	72,114	72,114	-	-	309,660	309,660	-
FEDERAL ARP	-	-	-	-	-	-	-	-
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	333,333	96,161	(237,172)	(71.15%)	1,000,003	2,381,270	1,381,267	138.13%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,351,145	\$ 28,806,426	\$ 3,455,281	13.98%	\$ 76,190,871	\$ 79,825,158	\$ 3,634,287	4.77%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 INVENTORY OF TREASURY INVESTMENTS
 AS OF MARCH 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND									
TOTAL BOND RETIREMENT FUND	3/29/2024	4/1/2024	MONEY MARKET	HUNTINGTON BANK	3	\$ 4,502,798	\$ -	3	4.98%
						\$ 4,502,798	\$ -		4.98%
GENERAL FUND									
	3/29/2024	4/1/2024	MERCHANT ACCT-KEY MMKT	KEY BANK	3	\$ 64,722	\$ -	3	1.97%
	1/27/2022	12/7/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	6,400	361	1.20%
	4/22/2002	4/22/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	40,250	446	3.00%
	3/29/2024	4/1/2024	STAR OHIO	STATE OF OHIO	3	22,142,081	-	3	5.51%
	3/29/2024	4/1/2024	EMPLOYEE ACTIVITY FUND	KEY BANK	3	315,187	-	3	2.70%
	3/29/2024	4/1/2024	PNC CUSTODY ACCOUNT	PNC BANK	3	662,371	-	3	5.23%
	3/29/2024	4/1/2024	SALES TAX ACCOUNT	HUNTINGTON BANK	3	479,197	-	3	4.98%
	3/29/2024	4/1/2024	KEY ECR	KEY BANK	3	6,116,014	-	3	2.70%
TOTAL GENERAL FUND						\$ 35,779,573	\$ 46,650		4.42%
INSURANCE FUND									
	3/29/2024	4/1/2024	STAR OHIO	STATE OF OHIO	3	\$ 8,556,307	\$ -	3	5.51%
	3/29/2024	4/1/2024	KEY ECR	KEY BANK	3	103,040	-	3	1.97%
TOTAL INSURANCE FUND						\$ 8,659,347	\$ -		5.47%
LAW ENFORCEMENT FUND									
	3/29/2024	4/1/2024	KEY ECR	KEY BANK-SWEEP	3	\$ 227,618	\$ -	3	1.97%
	3/29/2024	4/1/2024	STAR OHIO	STATE OF OHIO	3	50,764	-	3	5.51%
TOTAL LAW ENFORCEMENT FUND						\$ 278,382	\$ -		3.13%
LOCAL MATCH FUND									
	3/29/2024	4/1/2024	LOCAL MATCH-STAR OHIO	STATE OF OHIO	3	\$ 43,144,671	\$ -	3	5.51%
	3/29/2022	6/28/2024	FHLB	STIFEL NICOLAUS	546	2,344,125	329	155	1.79%
	3/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1090	4,981,225	5,194	432	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1083	9,997,110	118,611	555	3.06%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	131,813	541	3.33%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	53,333	605	4.00%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	111,681	637	4.30%
	10/24/2022	4/4/2025	FHLMC	STIFEL NICOLAUS	891	1,133,865	28,217	457	5.04%
	10/27/2022	10/27/2025	FHLB	STIFEL NICOLAUS	1094	2,077,920	45,356	663	5.04%
	10/28/2022	10/28/2025	FHLMC	STIFEL NICOLAUS	1294	1,498,500	33,150	664	5.14%
	12/16/2022	12/16/2024	FHLMC	HILLTOP SECURITIES	730	5,000,000	72,917	319	5.00%
	1/17/2023	1/17/2025	FHLMC	HILLTOP SECURITIES	730	4,800,000	49,333	351	5.00%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 INVENTORY OF TREASURY INVESTMENTS
 AS OF MARCH 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD	
LOCAL MATCH FUND-Cont	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	5,000,000	99,938	655	5.33%	
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	910	10,000,000	46,979	574	5.13%	
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	5,000,000	22,444	819	5.06%	
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	5,000,000	20,833	861	6.00%	
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	5,000,000	3,822	205	0.43%	
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	3,000,000	10,259	240	0.57%	
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	2,000,000	5,922	240	0.57%	
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	2,000,000	3,263	64	0.33%	
	3/29/2024	4/1/2024	SALES TAX ACCOUNT	HUNTINGTON BANK	3	4,400,000	-	3	4.96%	
	3/29/2024	4/1/2024	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	3	233,208	-	3	1.97%	
	3/29/2024	4/1/2024	GRANT-ECR	KEY BANK	3	68,533	-	3	1.97%	
	3/29/2024	4/1/2024	CATCH BASIN-KEY ECR	KEY BANK	3	103,523	-	3	1.97%	
						\$ 151,782,580	\$ 863,394		4.27%	
	PENSION FUND	3/29/2024	4/1/2024	KEY ECR	KEY BANK	3	8,134	\$ -	3	1.97%
		3/29/2024	4/1/2024	STAR OHIO	STATE OF OHIO	3	1,404,769	\$ -	3	5.51%
TOTAL PENSION FUND					\$ 1,412,903	\$ -		5.49%		
RTA CAPITAL FUND	3/29/2024	4/1/2024	KEY ECR	KEY BANK	3	3,201,679	\$ -	3	1.97%	
	5/2/2022	4/30/2024	US TREASURY NOTE	HILLTOP SECURITIES	513	4,994,198	53,125	88	2.56%	
	3/25/2022	9/25/2024	FHLB	STIFEL NICOLAUS	913	1,845,375	270	267	1.85%	
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	8,167,887	71,775	511	3.33%	
						\$ 18,209,140	\$ 125,170		2.73%	
TOTAL RTA CAPITAL FUND					\$ 18,209,140	\$ 125,170		2.73%		
RESERVE FUND	4/14/2022	4/14/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	61,250	699	2.63%	
	6/30/2022	6/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	44,722	485	3.50%	
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	111,681	537	4.30%	
	8/30/2022	8/28/2024	FHLB	HILLTOP SECURITIES	363	5,000,000	17,708	215	3.75%	
	12/9/2021	12/9/2024	FFCB from GF	STIFEL NICOLAUS	1095	4,984,785	14,646	282	0.96%	
	5/23/2022	5/23/2025	FHLB from GF	STIFEL NICOLAUS	1095	5,000,000	141,285	478	3.25%	
	1/15/2021	1/15/2024	US TREASURY from GF	STIFEL NICOLAUS	1095	4,995,508	51,025	289	0.78%	
	1/27/2023	1/27/2026	FHLMC	STIFEL NICOLAUS	1095	5,000,000	44,401	487	5.15%	
	2/15/2023	6/28/2024	FHLB	STIFEL NICOLAUS	511	938,537	13,285	133	5.03%	
	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	5,000,000	99,938	627	5.33%	
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	911	5,000,000	23,490	513	5.13%	
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	5,000,000	22,444	543	5.06%	
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	10,000,000	46,667	543	5.27%	
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	10,000,000	41,667	764	6.00%	
	6/16/2023	5/18/2028	FHLB	HILLTOP SECURITIES	1095	5,000,000	100,362	841	5.36%	
6/22/2023	12/27/2024	FHLMC	STIFEL NICOLAUS	552	5,000,000	72,000	296	5.40%		
3/29/2024	4/1/2024	KEY ECR	KEY BANK	3	346,688	-	3	1.97%		
3/29/2024	4/1/2024	STAR OHIO	STATE OF OHIO	3	74,621,507	-	3	5.51%		
TOTAL RESERVE FUND					\$ 160,897,925	\$ 906,569		4.86%		
GRAND TOTAL ALL FUNDS					\$ 381,521,847	\$ 1,941,783	281	4.50%		

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF MARCH 31, 2024

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2023	Interest Payable/ 6/1/2024	Principal Payable/ 6/1/2024	Debt Service Requirement/ 6/1/2024	Interest Payable/ 12/31/2024	Principal Payable/ 12/31/2024	Debt Service Requirement/ 12/31/2024	Total Debt Requirement 2024
Series 2014A-Sales Tax Rev.	Dec. 2025	\$ 3,430,000	\$ 68,850	\$ -	\$ 68,850	\$ 68,850	\$ 1,690,000	\$ 1,758,850	\$ 1,827,700
Series 2015-Sales Tax Rev.	Dec. 2026	12,235,000	305,875	-	305,875	305,875	3,885,000	4,190,875	4,496,750
Series 2016-Sales Tax Rev.	Dec. 2027	5,650,000	141,500	-	141,500	141,500	1,315,000	1,456,500	1,598,000
Series 2019-Sales Tax Rev.	Dec. 2030	8,980,000	224,500	-	224,500	224,500	1,105,000	1,329,500	1,554,000
Total Bonds		\$ 30,305,000	\$ 740,725	\$ -	\$ 740,725	\$ 740,725	\$ 7,995,000	\$ 8,735,725	\$ 9,476,450

Bond Retirement
\$4,502,798

Current Balance (Set Aside for 2024)

Monthly Set Aside Required
\$497,365

Monthly Set Aside Required

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 SUMMARY OF INVESTMENT PERFORMANCE
 YEAR TO DATE THROUGH MARCH 31, 2024

MONTH	2024				2023					
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MONEYMKT YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$ 385,508,048	\$ 1,735,498	4.30%	5.36%	5.22%	\$ 373,600,888	\$ 1,088,754	3.73%	4.26%	4.19%
FEBRUARY	380,226,311	1,215,231	4.43%	5.32%	5.16%	375,262,233	1,025,329	3.96%	4.58%	4.43%
MARCH	385,500,913	1,349,459	4.50%	5.33%	5.12%	378,391,518	1,443,221	4.11%	4.71%	4.69%
APRIL						380,298,265	1,438,394	4.19%	4.82%	4.89%
MAY						363,959,391	1,472,643	4.30%	4.93%	4.93%
JUNE						392,381,272	1,166,634	4.30%	5.06%	4.97%
JULY						382,652,131	1,296,004	4.38%	5.19%	5.14%
AUGUST						382,269,606	2,518,463	4.29%	5.20%	5.28%
SEPTEMBER						381,897,054	1,211,934	4.46%	5.39%	5.21%
OCTOBER						375,047,705	2,630,147	4.48%	5.43%	5.22%
NOVEMBER						382,477,148	1,193,770	4.52%	5.45%	5.21%
DECEMBER						381,753,533	1,586,601	4.26%	5.42%	5.25%
YEAR TO DATE	\$ 383,745,091	\$ 4,300,188	4.44%	5.34%	5.17%	\$ 379,816,066	\$ 18,071,894	4.25%	5.04%	4.95%
RTA AVERAGE YIELDS OVER (UNDER) INDEX				-0.90%	-0.73%					

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)
AS OF MARCH 31, 2024**

BOND RETIREMENT FUND	
HUNTINGTON MONEY MARKET	\$ 10,112.07
TOTAL MARCH	<u>\$ 10,112.07</u>
2024 YEAR TO DATE	21,541.48
2023 YEAR TO DATE	42,886.71
GENERAL FUND	
HUNTINGTON-SALES TAX ACCOUNT	\$ 3,855.96
STAROHIO	51,243.86
FFCB	6,250.00
KEY BANK SWEEP ACCOUNT	14,163.92
PNC CUSTODY ACCOUNT	5,811.07
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT	268.65
TOTAL MARCH	<u>\$ 81,393.46</u>
2024 YEAR TO DATE	238,717.86
2023 YEAR TO DATE	203,214.57
INSURANCE FUND	
STAROHIO	\$ 39,492.13
TOTAL MARCH	<u>\$ 39,492.13</u>
2024 YEAR TO DATE	97,917.19
2023 YEAR TO DATE	56,948.50
LAW ENFORCEMENT FUND	
KEY BANK SWEEP ACCOUNT	\$ 111.52
STAROHIO	413.25
TOTAL MARCH	<u>\$ 524.77</u>
2024 YEAR TO DATE	1,357.48
2023 YEAR TO DATE	1,737.92
LOCAL MATCH FUND	
STAROHIO-LOCAL MATCH	\$ 196,303.77
FHLMC	138,600.00
FFCB	46,750.00
FHLB	19,740.00
KEY BANK SWEEP ACCOUNT	6,077.34
TOTAL MARCH	<u>\$ 407,471.11</u>
2024 YEAR TO DATE	1,618,012.04
2023 YEAR TO DATE	811,533.63
PENSION FUND	
STAROHIO	\$ 6,483.79
KEY BANK SWEEP ACCOUNT	14.19
TOTAL MARCH	<u>\$ 6,497.98</u>
2024 YEAR TO DATE	19,110.79
2023 YEAR TO DATE	14,732.33
EMPLOYEE ACTIVITY ACCOUNT	
KEY BANK MONEY MARKET	\$ 517.89
TOTAL MARCH	<u>\$ 517.89</u>
2024 YEAR TO DATE	1,484.24
2023 YEAR TO DATE	56.40
RTA CAPITAL FUND	
FHLB	16,187.50
FHLMC	14,522.50
KEY BANK SWEEP ACCOUNT	2,850.34
TOTAL MARCH	<u>\$ 33,560.34</u>
2024 YEAR TO DATE	40,147.77
2023 YEAR TO DATE	45,383.20

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 AS OF MARCH 31, 2024**

RESERVE FUND	
STAROHIO	\$ 344,419.88
FHLMC	281,400.00
KEY BANK SWEEP ACCOUNT	303.21
TOTAL MARCH	<u>\$ 626,123.09</u>
2024 YEAR TO DATE	1,615,841.15
2023 YEAR TO DATE	827,765.34
TOTAL ALL FUNDS	
MARCH 24	\$ 1,205,692.84
2024 YEAR TO DATE	\$ 3,654,130.00
2023 YEAR TO DATE	\$ 2,004,258.60

	<u>MARCH</u>	<u>2024 YEAR TO DATE</u>
INTEREST RECEIVED (CASH BASIS)	\$ 1,205,692.84	\$ 3,654,130.00
ACCRUED INTEREST:		
BEGINNING:	(1,798,017.05)	(1,295,725.00)
ENDING	1,941,783.00	1,941,783.00
TOTAL INTEREST INCOME EARNED	<u>\$ 1,349,458.79</u>	<u>\$ 4,300,188.00</u>
AVERAGE INVESTMENT BALANCE (COST BASIS):	\$ 385,500,913	\$ 383,745,091
AVERAGE YIELD ON INVESTMENTS:	4.50%	4.44%

COMPOSITION OF INVESTMENT PORTFOLIO
AS MARCH 31, 2024

Instrument:	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	10,407,964.72	\$ 10,359,554	2.73%	4.89%	3
Key Bank Sweep Account	227,618	227,618	0.06%	1.97%	3
Star Ohio	149,920,099	149,920,099	39.30%	5.51%	3
Earnings Credit Rate Account	10,180,819	10,180,819	2.67%	1.97%	3
U.S. Government Securities	210,785,346	210,905,000	55.25%	3.84%	604
Total Investment Portfolio	\$ 381,521,847	\$ 381,593,090	100.00%	4.50%	281

**Greater Cleveland Regional Transit Authority
Banking and Financial Relationships
As of March 31, 2024**

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 402.03(D) and (E)
- Ohio Ethics Commission Informal Opinion Number 2003-INV-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.