



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 **January 25, 2022** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon.

This meeting will be live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public. Members of the public may also attend in-person. Based on Centers for Disease Control (CDC) guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses and other entities may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, the following measures will be in place for in-person attendance:

1. To allow for social distancing, RTA Board Room capacity is limited to forty-four (44) people. To accommodate members of the public, RTA will limit the number of staff permitted in the Board Room.
2. All persons entering RTA's Main Office Building ("MOB") at 1240 West 6th Street are required to wear a mask/face covering and maintain a distance of six feet or more from other individuals who are not members of their family or household. The mask/face covering must be cloth or other fabric and worn to cover the person's nose, mouth and chin. If a person entering the building does not have a mask, one can be provided to them.
3. All persons entering RTA's MOB will be temperature screened for COVID-19 in accordance with guidance provided by the CDC and the Cuyahoga County Board of Health. If the screening indicates that the person may be infected with COVID-19, that individual will be denied entry.


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.

Committee Of The Whole

- Executive Session Requested - To enable the Board to conference with GCRTA attorneys for information-gathering, fact-finding, and to receive legal advice.

Board of Trustees – agenda attached.


India L. Birdsong
General Manager, Chief Executive Officer

AGENDA

RTA COMMITTEE OF THE WHOLE BOARD

Tuesday, January 25, 2022

Committee Members: **President Charles P. Lucas (Chair)**
 Ms. Karen Gabriel Moss (Vice Chair)
 Mayor Michael P. Byrne
 Ms. Roberta Duarte
 Mr. Terence P. Joyce
 Mayor Paul A. Koomar
 Ms. Valarie J. McCall
 Ms. Luz N. Pellot
 Mr. Leo Serrano
 Mayor David E. Weiss

- I. Roll Call

- II. Executive Session Requested - To enable the Board to conference with GCRTA attorneys for information-gathering, fact-finding, and to receive legal advice.

- III. Adjourn



AGENDA

RTA Board of Trustees Meeting

Tuesday, January 25, 2022

9:00 a.m.

- I. Call to order
- II. Roll Call
- III. Certification regarding notice of meeting
- IV. Approval of the Board Meeting minutes:
 - December 7, 2021 Special Board Meeting
 - December 21, 2021 Board Meeting
- V. Public comments (**2 minutes**) on **agenda items** can be made in person or phoned in using the dial in information:

Phone: 440-276-4600
- VI. Board Governance Committee report
- VII. Operational Planning & Infrastructure Committee report
 - Chair: Mr. Terence P. Joyce
- VIII. Organizational, Services & Performance Monitoring Committee report
 - Chair: Mayor Michael P. Byrne
 - Inclement weather service recap for Monday, January 17, 2022
- IX. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Karen Gabriel Moss
- X. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Valarie J. McCall
- XI. Community Advisory Committee (CAC)
 - Board Liaison: Roberta Duarte
- XII. Ad Hoc Committee reports
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Luz Pellot, Chair
- XIII. Introduction of new employees and announcement of promotions
- XIV. Introduction of resolutions:

- A. 2022-1 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the fourth quarter of 2021
- B. 2022-2 – Authorizing Contract No. 2021-156 with K&J Safety and Security Consulting Services, Inc. for project 19.18 – Consultant Services for Safety Certification of GCRTA Rail Transit Projects-2021 in an amount not to exceed \$400,000.00 for a period of 36 months (RTA Capital and/or RTA Development Fund, Engineering & Project Development Department budget)
- C. 2022-3 – Authorizing Contract No. 2021-169 with Feghali Brothers, LLC for Project 18.68 – GCRTA Main Office Building Vestibule Modifications, as specified and as required, in an amount not to exceed \$176,000.00 (RTA Capital Fund, Engineering & Project Development Department budget)
- D. 2022-4 – Authorizing Contract No. 2021-175 with Oracle America, Inc. to provide Oracle software maintenance, licenses and support services for a period of one year in an amount not to exceed \$404,116.34 (General Fund, Innovation & Technology Department budget)
- E. 2022-5 – Authorizing Contract No. 2021-179 with Cleveland Charcoal and Salt Supply Company for the furnishing of chemical ice melt, as specified and as required, for a period of two years in an amount not to exceed \$133,000.00 (General Fund, Fleet Management Department budget)
- F. 2022-6 – Authorizing Contract No. 2021-180 with Amerigas Propane, L.P. for the furnishing of liquid propane gas, as required, for a period of one year in an amount not to exceed \$180,000.00 (General Fund, Paratransit Department budget)
- G. 2022-7 – Authorizing Contract No. 2021-161 with Swiger Coil Systems, a Wabtec Co., to provide heavy rail traction motor overhaul services for a total contract amount not to exceed \$2,210,344.00 for a two-year period (General Fund, Rail District Department budget)
- H. 2022-8 – Repealing Section 628.02 and removing Section 644.12 from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- I. 2022-9 – Repealing Section 628.01, amending Section 646.02 and moving Section 646.02 from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority to the Personnel Policies
- J. 2022-10 – Authorizing Electric Vehicle Charging Station Program Partner Agreements between the Northeast Ohio Areawide Coordinating Agency (NOACA) and the Greater Cleveland Regional Transit Authority (GCRTA)

- K. 2022-11 – Authorizing an amendment to an existing utility agreement with Cleveland Electric Illuminating Company to relocate an existing duct bank in conjunction with extending electric service to the new Warrensville Van Aken Substation (Project No. 60B) in an amount not to exceed \$163,777.12
 - L. 2022-12 - Authorizing an interagency agreement with Shaker Heights providing for Shaker Heights to contribute towards the cost of relocating an electrical duct bank for service to the Warrensville/Van Aken Substation in an amount up to \$114,643.98
- XV. Secretary-Treasurer's Report:
- A. General Fund Revenue – status as of December 31, 2021 versus 2021 actuals
 - B. General Fund Revenue – status as of December 31, 2021 versus the 2022 budget
 - C. Sales & Use Tax Receipts Report budgeted during 2022, actual receipts through January 2022
 - D. Inventory of Treasury Investments as of December 31, 2021
 - E. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of December 31, 2021
 - F. Summary of Investment Performance, Year to Date through December 31, 2021
 - G. Report on Investment Earnings (cash basis) as of December, 2021
 - H. Composition of Investment Portfolio as of December, 2021
 - I. Banking and Financial Relationships as of December, 2021
- XVI. General Manager's Report
- XVII. President's Report
- XVIII. Old Business
- XIX. New Business
- XX. Public comments (**2 minutes**) on any transit related items can be made in person or phoned in using the dial in information:

Phone: 440-276-4600
- XXI. The next regular Board meeting is scheduled for **Tuesday, February 15, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public.
- XXII. Adjournment

Minutes

Special RTA Board Meeting

9:04 a.m., Tuesday, December 7, 2021

Board Members: Lucas (Chair), Moss (Vice Chair), Byrne, Joyce, Koomar, McCall, Serrano, Weiss

Not present: Duarte, Pellot (virtual)

Staff: Becker, Birdsong, Burney, Caver, Dangelo, Davidson, Dietrich, Fesler, Fields, Garofoli, Gautam, Gettings, Harris, Kirkland, Krecic, Lincoln, Mothes, Orlando, Petit, Schipper, Scott, Shurik, Sutula, Talley, Walker-Minor

Public: Gibbons, Loh, Pinkney

The meeting was called to order at 9:04 a.m. There were eight (8) Board members present.

This meeting was live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public. Members of the public were allowed to attend in-person. Based on Centers for Disease Control (CDC) guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses and other entities may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, several measures were put in place for in-person attendance, which are spelled out in the meeting notice.

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

Resolution

- A. 2021-102 - Authorizing Contract No. 2021-103 with Applied Graphics LTD. for the procurement of bus exterior graphics production and installation services of up to 80 CNG coaches over a five (5) year term, and for funding in an amount not to exceed \$89,460.00 for the first 20 CNG coaches (RTA Development Fund, Current and future funding, Fleet Management Department budget), the adoption of which was moved by Mr. Serrano, seconded by Mayor Byrne and approved by unanimous vote.

The meeting was adjourned at 9:05 a.m.

President

Attest: _____
Secretary-Treasurer

Minutes

RTA Board of Trustees Meeting

9:05 a.m. December 21, 2021

Present: Lucas (Chair), Byrne, Joyce, Koomar, McCall, Pellot, Serrano, Weiss

Not present: Duarte, Moss (virtual)

Staff: Biggar, Birdsong, Coffey, Dangelo, Fields, Freilich, Garofoli, Gautam, Kirkland, Krecic, Lincoln, Miller, Mothes, Petit, Schipper, Sutula, Walker-Minor

Public: Gibbons, Loh, Martin, Morris, Pinkney-Butts, Rodriguez

President Lucas called the meeting to order at 9:05 a.m. The secretary called the roll and reported that eight (8) board members were present.

This meeting was live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public. Based on Centers for Disease Control guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, several measures were put in place for in-person attendance, which are spelled out on the meeting notice. The public was allowed to attend the meeting in-person.

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

Minutes

President Lucas stated that the minutes from the November 16, 2021 Board meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. The minutes were approved.

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

Ms. Birdsong said that public comment is a right and privilege. Keep comments civil and respectful of the work done by RTA employees. We require comments be within those boundaries, reframing from name-calling, disparaging remarks towards the staff, Board or passengers. We are here to serve you and it is our job to take comments seriously.

1. Rev. Pamela Pinkney-Butts – Cleveland, OH – She said she is always respectful but it is difficult to have communication when people do not return phone calls. That is why the public says what they say because they cannot have one on ones with RTA employees. The government has become destructive to the people. She opposes the budget. Resos 108 through 113 have vague language. People watching or who can't attend in person do not have clarity for these items. She opposes the entire agenda. The budget is racially biased. She would like to know more about the DBE goals. She asked that she be addressed directly next time rather than putting her on camera.
2. Chris Martin – Cleveland, OH – He is only able to attend in person today because he is not working. Normally the time of the meeting is a barrier to his attendance. He requested the Board host meetings outside of regular business hours. The public comment phone system is

not good. He request email comments be allowed again. Not everyone has a Facebook account to watch meetings. The last few meetings have had tech issues with the video and audio. He suggest we find a better way to stream meetings.

Committee Reports

Vice President Moss is not here today. The Audit Committee left a note at the desk that if any Board member has questions that they contact her or Tony Garofoli. Mr. Garofoli submitted a form for the Board to list their concerns for the 2022 Internal Audit Plan.

Community Advisory Committee (CAC)

There were no reports.

Ad Hoc Committee Reports

Ms. Pellot said she is working with staff to create the 2022 meeting schedule.

Introduction of New Employees/Promotions

Laura Paull and Tiffany Holder are the new Talent Acquisition Managers. Ms. Paull will introduce the new hires and promotions today. Ms. Holder was not able to be present today.

New Hires:

1. Keturah Oliver – Paratransit Operator
2. Myla Cllark – Paratransit Operator
3. Taniesha Carey – Triskett Operator
4. Curtis Bearden – Hayden Operator
5. Marcus Rand – Hayden Operator
6. Carmen Hudson – Paratransit Operator
7. Marilyn Milner – Paratransit Operator
8. Rakia Hollis – Hayden Operator
9. Nia Young – Hayden Operator
10. Ciera Green – Triskett Operator
11. Anthony Bryant – Hayden Hostler
12. Thomas Starkey – Hayden Hostler
13. Vincent Howell Jr. – Paratransit Operator
14. Yvon Lowe – Triskett Hostler
15. Ibraahiyim Rosa – Triskett Operator

Promotions:

1. Sheila Harmon – Paratransit Dispatcher
2. Robert Seay – Triskett Equipment Repair Leader
3. Shaquita Ellison – Operator Instructor
4. Chaun'Drea Clark – Service Quality Coordinator
5. Richard Williams – Hayden Equipment Repair Leader
6. Miles Varga – Power & Way Supervisor

Introduction of Resolutions:

- A. 2021-106 – Authorizing Contract No. 2021-071 with the Segal Company (Midwest), Inc. DBA Segal to provide a compensation study for a total contract amount NTE \$170,000.00

- (General Fund, Human Resources Department budget), the adoption of which was moved by Mr. Serrano, seconded by Mayor Weiss and approved by unanimous vote.
- B. 2021-107 – Authorizing Contract No. 2021-176 with MNJ Technologies Direct, Inc. to provide laptop computers, docking stations and desktop computers, as specified, in an amount not to exceed \$494,722.00 (RTA Development Fund, Innovation and Technology Department budget), the adoption of which was moved by Ms. Pellot, seconded by Chief McCall and approved by unanimous vote.
 - C. 2021-108 – Amending Section 460.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Mr. Serrano, seconded by Mr. Joyce and approved by unanimous vote.
 - D. 2021-109– Amending Chapter 297 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Mr. Serrano, seconded by Mayor Byrne and approved by unanimous vote.
 - E. 2021-110– Repealing Chapter 852 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Mr. Serrano, seconded by Mr. Joyce and approved by unanimous vote.
 - F. 2021-111– Amending appropriations for the current expenses and other expenditures for the Greater Cleveland Regional Transit Authority, as adopted in Resolution Nos. 2020-101, 2021-019, 2021-064 and 2021-074 and increasing the transfer to the Reserve Fund by \$85,000,000, the adoption of which was moved by Mayor Byrne, seconded by Mayor Weiss and approved by unanimous vote.
 - G. 2021-112– Making appropriations for the current expenses and other expenditures for the Greater Cleveland Regional Transit Authority during Fiscal Year (“FY”) 2022, the adoption of which was moved by Mr. Joyce, seconded by Mayor Koomar and approved by unanimous vote.
 - H. 2021-113 – Amending budget appropriations for the FY 2022 Capital Improvement Fund budget to provide for an increase of \$34,200,000, the adoption of which was moved by Mr. Serrano, seconded by Mayor Byrne and approved by unanimous vote.
 - I. 2021-114– Authorizing the establishment of a three-year Overall Annual Goal for Disadvantaged Business Enterprise (DBE) participation in the Authority’s federally funded contract procurement opportunities for Federal Fiscal Years 2022 thru 2024, and it’s submission to the Federal Transit Administration, the adoption of which was moved by Mr. Serrano, seconded by Chief McCall and approved by unanimous vote.
 - J. 2021-115 – Authorizing the purchase of property insurance from various insurance underwriters through AON Risk Services Northeast, Inc. for a period of twelve (12) months for a total contract amount not to exceed \$1,183,061.00 (General Fund, Risk Management Department budget), the adoption of which was moved by Mayor Byrne, seconded by Ms. Pellot and approved by unanimous vote.
 - K. 2021-116 – Authorizing a salary adjustment for Anthony A. Garofoli, Executive Director of Internal Audit, the adoption of which was moved by Chief McCall, seconded by Mayor Koomar and approved by unanimous vote.

Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance and Secretary-Treasurer, gave the report. In October 2021, the U.S. unemployment rate dropped from 4.8% to 4.6%. The Ohio rate dropped from 5.4% to 5.1%. Cuyahoga county rate dropped from 4.9% to 4.1%. In November, the U.S. rate dropped to 4.2%, the lowest it has been for two years. In November, the U.S. inflation rate hit 6.8%, which is the highest since 1982. The federal 12-month and 24-month forecast for inflation is expected to decline to 2.5% to 3% by the end of 2022 and slowly taper down in 2023. The assumptions that are inherent in these estimates is supply chain related with the goods not being available and too much money chasing those goods.

The Federal Reserve announced at its December meeting that it would end its pandemic era bond purchases in March. Paving away for a series of interest rate hikes by the end of 2022 as policy makers have voiced concerns over persistently high inflation and a backdrop of steady recovery in the labor market. Ridership has increased by 8% in August and September and 3% in October compared to previous months. November ridership increased by 26.4% when compared to 2020 levels. YTD ridership is still below 2022 levels representing an 8.8% decline. President Lucas asked if ridership is increasing. Ridership is higher compared to 2020 levels but in total, it is down. The first two months of 2020 were pre-pandemic.

Passenger fares have increased by 20.6% in November. YTD total passenger fares are 11.1% lower compared to 2020. Sales tax has continued to be extremely strong. The December receipts relate to September's activity due to the three-month lag for collections. It was 14% higher than December 2020. YTD it is 13.8% higher than 2020 levels. Eighteen of the 23 categories that make up the sales tax are positive. Motor vehicles and motor craft YTD are 20.3% higher than 2020. Online sales continue to be strong. YTD they are 43% higher. Regular statewide sales YTD are 11.2% higher.

General Manager/CEO Report

India Birdsong, General Manager/CEO, presented the report. Vice President Moss asked for an update on the cyber liability program. It was discussed at committees but the outcome of the project came in under \$100,000, so it is within the GM authority. The committee discussed the IT liability and the exposure risk that we have potential for as we update our systems. This has been spearheaded by Mark Petit, Deputy General Manager of IT and Judy Lincoln, Director of Claims. USI presented a good recommendation. We were not sure what would come to us as far as options. We elected to go with Cowbell, which has a \$5 M coverage limit. This is the same limit as our expiring policy. The current expiring premium is \$64,000. The new premium is \$79,992, which is a 24% increase. It is more but less than projected. This compares to \$1 M coverage with current incumbent Chubb. Cowbell has an extensive program. Other transit systems similar to us had an excess of \$3 M of cyber coverage. President Lucas said Judy has worked hard to get us the right coverage. Ms. Birdsong thanked Mark Petit and his team.

Winter service adjustments took effect on December 12. RTA will operate Saturday schedules Christmas Eve, Christmas, New Year's Eve and New Year's Day. There are no rail shutdowns scheduled. The RTA vaccination incentive program offers employees \$500 for being vaccinated. The mobile vaccination bus has been touring the Authority. The bus will go around the districts again in 2022. It will also be deployed in some downtown areas. The Board does not qualify for the incentive pay. We have 2,200 employees. We have 64% of employees who provided proof of vaccination. If a federal testing mandate happens, we will know the vaccination status of employees. We have had a surge of COVID cases. This time last year, we had a significant spike. We are ramping up the disinfectant procedures wiping down the property and using the Moonbeam technology. We had 281 cases in October with 262 back in the office. We are currently at 362 cases. We had 21 cases last

week and 25 cases the week before. Staff will meet to look at the policy going forward for the holiday and will come back to the Board about how to handle meetings if the surge continues.

We are working towards the fare collection vision for 2022. This will be spearheaded by the ITS department led by Mike Lively. He currently was promoted to Director. He will spearhead the fare collection replacement program with support from Mark Petit and IT. In the short term, we would like to replace RTA's currently mobile app RTACLE. We want to look at fare collection from a regional perspective. We want to push the tech but also be sensitive per FTA Title 6 and 7, to the unbanked who use cash to purchase fares. We want to replace the TVMs and CSKs and identify the new technology for new payment methods.

The GM/CEO recently visited the districts, TC and Main Office to connect with employees, thank them for their work and to share the mission and vision. Each employee received a RTA hat and cookie. Staff was able to engage and ask questions. A visit to Transit Police is pending. Each department had different topics that were prominent. Several Main Office staff attended the visits to take notes and show support. A workforce development video featuring RTA's partnership with Tri-C was shown. The program is also expanding. Recruitment efforts are ramped up with job fairs and offer letters on the spot.

Steve Bitto, Executive Director of Marketing and Communications will retire December 31 after 28 years of service. Mayor Anthony D. Basiotta was elected by the Mayors & City Managers Association last week to serve on the RTA Board beginning March 2022. He replaces current Board member Mayor Michael P. Byrne of Parma Heights.

President's Report

President Lucas thanked the staff for their hard work. Mayor Byrne will be acknowledged at the proper time.

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

1. Rev. Pinkney-Butts – She congratulated Mr. Bitto on his retirement. The 2022 budget and agenda is offensive. It will cause more racial disparity. She does not see enough non-white employees making the decisions. She submitted a letter and pictures with her concerns. The public comment time has been cut. She asked that the platform is not used to threaten her.
2. Larry Rodriguez – The Transit Ambassadors will do fare validation/proof of payment on the HL and Red Line in the future. He asked the Board not to lose sight of proof of payment and getting that back in place. He urged them to ride the HL bus during rush hour and use the fare validator. We need all-door boarding. City of Cleveland needs to decriminalize fare evasion.
3. Loh – It is good that the riders and RTA has gone through the pandemic together. Fare evasion has had a long history. If staff cannot communicate, it will be hard for customers to believe that RTA is improving and working together with riders. She task Ms. Birdsong to start a serious internal culture change and Ms. Walker-Minor to help strengthen communication. Communication is combined with marketing but most of that is about the holidays instead of showing customers the new changes coming up. We do not have the service change meetings anymore so customers have less channels to understand the changes. Sherwin Williams and Next Connect projects will be long-term and require a lot of communication. This will help gain trust from the riders.

4. Arric Stewart – He reminded management staff that they have a responsibility through tax funded employment to meet the claim they want to meet. The #50 hourly bus takes longer than the #48A hourly bus to reach UH and Cleveland Clinic. If the #50 remains hourly, it would get to these hospitals and have more riders if it began at Marymount Hospital. This would allow the #48 to go back to hourly because it would share a 30-minute interval with the #50. The 48A could be put back in place, which gets to the Clinic and UH faster and still can get to Shaker Square without having to transfer and wait 15 minutes at 131st in Miles and have a better transfer point for people catching the Blue/Green Line at Shaker Square as opposed to E. 116th. The #50 should be running there. He has not received any feedback on his suggestion.

5. Ms. Montgomery – She echoed Mr. Stewart’s comments about RTA being a public agency that serves the people. Removing the #15A has taken away service to people in the interior area of Walden and E. 154th area. She requested the #15A be re-instated. She also agrees with the #48A service proposal from Mr. Stewart. President Lucas said they have been in conversation with Cleveland City Councilman Jones about a date to discuss these routes further.

Upcoming Meetings

The next regular Board meeting is scheduled for Tuesday, January 25, 2022 in the Board Room of the Authority, Root-McBride Building, and 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA’s Facebook page for staff and members of the public at www.facebook.com/riderta The public is allowed to attend in-person.

The meeting was adjourned at 10:06 a.m.

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2022-1

EXPRESSING CONGRATULATIONS TO THE EMPLOYEES OF THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY WHO RETIRED
DURING THE FOURTH QUARTER OF 2021

WHEREAS, the following employees retired from the Greater Cleveland Regional Transit Authority during the fourth quarter of 2021 after numerous years of dedicated public service:

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
David Kocjancic	Assistant Supervisor	Rail
Lynn Williams	Janitor	CBM
Denoval Joiner	Operator	Triskett
Kim Mason	Operator	Triskett
Sharon Moore	Operator	Triskett
Gerhard Reschke	Paratransit Group Leader	Paratransit
David Thomason	Equipment Maintainer	Triskett
Jerry Jones	Operating Instructor	Main Office
Robin Kruter	Assistant Supervisor - Equipment	Triskett
Sheila Ferguson	Revenue Control Analyst	Revenue
Kevin Register	Material Handler Leader	CBM
Wanda Ware	Manager Service Quality	Main Office
Charles Eggleston	Material Handler Leader	CBM
Richard Maurer	Equipment Maintainer	Paratransit
Lawrence Geer	Equipment Maintainer	Paratransit
James Davis	Station Attendant	Rail
Darryl Donofrio	Equipment Maintainer	CBM
Everett Hall	Operator	Triskett
Gerald Sanders	Operator	Triskett
Daniel Waken	Assistant Supervisor - Section	CBM
Michael Loftin	Operator	Triskett
Joseph Vukmanic	Assistant Equipment Manager	CBM
Theresa Pollard	Hostler	Triskett
Donald Lemmer	Service Quality Supervisor I	Main Office
Neeley O'Dell	Operator	Triskett
Stephen Bitto	Director - Marketing and Communications	Main Office
Richard Sadowski	Equipment Mechanic	CBM
Helena Cherry	Vehicle Servicer	Rail
Damian Gammalo	Equipment Maintainer	CBM
Martin Wisnieski	Assistant Equipment Manager	CBM
Anthony Harris	Service Quality Supervisor, Rail	Main Office
Cheryl Johnson	Operator	Triskett
Kenneth Delgado	Equipment Maintainer	CBM
Maranda Sylvertooth	Operator	Triskett
Edward Easley	Operator	Triskett
Kelly King	Lieutenant	Transit Police

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: January 25, 2022

President

Attest: _____
Secretary-Treasurer



Greater Cleveland
Regional Transit Authority

Interoffice Memo

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

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

Date: January 20, 2022

Subject: Disadvantaged Business Enterprise (DBE) Prime Contractor for
January 25, 2022 Board Meeting

Please be advised the following resolution involving a DBE firm as the prime contractor will be presented at the January 25, 2022 Board meeting.

- Authorizing Contract No. 2021-156 with K&J Safety and Security Consulting Services to provide professional services, for Contract No. 2021-156 – Safety Certification of GCRTA Rail Transit Projects-2021.

If you have any questions please feel free to contact me. You can also contact Carl Kirkland, Director of Office of Business Development directly at (216)-356-3128.

CC:IB:CK:db



TITLE/DESCRIPTION: CONTRACT: PROJECT 19.18 – CONSULTANT SERVICES FOR SAFETY CERTIFICATION OF GCRTA RAIL TRANSIT PROJECTS-2021 VENDOR: K&J SAFETY AND SECURITY CONSULTING SERVICES, INC. AMOUNT: NOT TO EXCEED \$400,000 FOR A PERIOD OF 36 MONTHS	Resolution No.: 2022-2
	Date: January 20, 2022
	Initiator: Engineering & Project Development
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract for consultant services for safety and security certification for the period of 36 months.

- 2.0 **DESCRIPTION/JUSTIFICATION:** This project will provide a consultant to conduct a Safety and Security Certification for the GCRTA Rail Transit Projects. Such certification will ensure that the projects are operationally safe for passengers, employees, emergency responders and the general public in order to comply with the GCRTA Safety and Security Certification Plan adopted in May 2007 and all applicable additions. The identified tasks for this contract include the following; Warrensville Van Aken Station Renovation, Rehabilitation of Track Bridges over W. 117th Street, E. 79th Light Rail Station Reconstruction, and other Safety and Security Certification-related projects to be determined at a later date at GCRTA's discretion.

- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposal ("RFP") was posted on the GCRTA Procurement web site and advertised in the local newspapers. Twelve interested parties, including potential subcontractors, downloaded the solicitation package. These services were solicited through a competitive negotiated procurement, utilizing the Brooks Act procedures. Under this process, the Authority's evaluation panel first selects the most technically qualified firm, solicits a pricing proposal from that firm, and negotiates only with that firm. Should the Authority determine that an agreement could not be reached with the most qualified firm, it may reject that proposal and repeat the process with the next most qualified firm.

 In this instance, negotiations were held with the first ranked firm, K&J Safety and Security Consulting Services, Inc., and an acceptable price was reached. K&J Safety and Security Consulting Services, Inc. has successfully completed projects for the Greater Cleveland RTA, WMATA, LYNX, and SEPTA, among others.

 The Procurement Department performed a cost analysis and determined the proposed pricing to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 13% DBE goal was established for this procurement. K&J Safety and Security Consulting Services is a certified DBE (Female-owned) firm, fulfilling the DBE participation goal established for this contract.

- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget, including but not limited to 100% Local funds and FTA grants to be determined, in an amount not to exceed \$400,000.00 for a period of 36 months.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will impact the Authority's ability to comply with its Safety and Security Certification Plan and provide safe operations for passengers.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the January 11, 2022 Operational Planning and Infrastructure Committee meeting. It is recommended that the offer from K&J Safety and Security Consulting Services, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-2

AUTHORIZING CONTRACT NO. 2021-156 WITH K&J SAFETY AND SECURITY CONSULTING SERVICES, INC. FOR PROJECT 19.18 – CONSULTANT SERVICES FOR SAFETY CERTIFICATION OF GCRTA RAIL TRANSIT PROJECTS-2021 IN AN AMOUNT NOT TO EXCEED \$400,000.00 FOR A PERIOD OF 36 MONTHS (RTA CAPITAL AND/OR RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Authority requires consultant services for safety and security certification for several GCRTA rail transit projects including but not limited to Warrensville Van Aken Station Renovation, Rehabilitation of Track Bridges over W. 117th Street, E. 79th Light Rail Station Reconstruction, among others; and

WHEREAS, the proposal of K&J Safety and Security Consulting Services, Inc., with an office located at 3257 Elcano Lane, Cantonment, Florida, 32533-6876, to perform said services was received on December 1, 2021 in response to a competitive solicitation; and

WHEREAS, after negotiations, K&J Safety and Security Consulting Services, Inc. has agreed to perform the required services in an amount not to exceed \$400,000.00 for a period of 36 months; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of K&J Safety and Security Consulting Services, Inc. to be the most advantageous to the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the negotiated offer of K&J Safety and Security Consulting Services, Inc. to provide Consultant Services for Safety Certification of GCRTA Rail Transit Projects under Project 19.18, 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 K&J Safety and Security Consulting Services, Inc. for the performance of said services.

Section 3. That said contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget, including but not limited to 100% local funds and FTA grants to be determined, in an amount not to exceed \$400,000.00 for a period of 36 months.

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 Greater Cleveland Regional Transit Authority's Board of Trustees expects that K&J Safety and Security Consulting Services, Inc. will attempt to exceed the 13% minimum DBE goal assigned to this procurement.

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

Adopted: January 25, 2022

President

Attest: _____

Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT 18.68 – GCRTA MAIN OFFICE BUILDING VESTIBULE MODIFICATIONS VENDOR: FEGHALI BROTHERS, LLC AMOUNT: \$176,000.00	Resolution No.: 2022-3
	Date: January 20, 2022
	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 action will allow the Authority to enter into a contract to provide construction services for Project 18.68 – GCRTA Main Office Building Vestibule Modifications.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The work to be performed under this contract includes, but is not limited to, demolition of the entrance door, wood framed vestibule, and plastic laminate reception desk; installation of a new storefront entrance; construction of new vestibule area; and installation of a new reception desk.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the GCRTA Procurement website and advertised in the local newspapers. Eleven interested parties, including potential subcontractors, downloaded the solicitation package. Two responsive bids were received and opened on December 23, 2021, as follows:

Company Name	Total Base Bid
Feghali Brothers, LLC	\$176,000.00
Millstone Management Group	\$198,000.00

The Basis of Award is the lowest responsive bid from a responsible bidder for the Total Base Bid price. Feghali Brothers, LLC was determined to be a responsible bidder. The Total Base Bid price of \$176,000.00 from Feghali Brothers, LLC is 3.3% less than the Engineer's Estimate of \$182,000.00.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 6% DBE goal was established for this procurement. Feghali Brothers, LLC has committed to meeting the DBE goal through the utilization of River City Building Solutions, LLC (Female-owned) to supply materials in the amount of \$10,800.00 (\$18,000.00 x 60%) for DBE participation of \$18,000.00 or 6%.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to, 100% Local funds for a total contract amount not to exceed \$176,000.00.

Staff Summary & Comments

GCRTA Main Office Building Vestibule Modifications

Page 2

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will allow for the vestibule of the Main Office Building to continue to fall into disrepair.
- 8.0 RECOMMENDATION: It is recommended that the bid of Feghali Brothers, LLC be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-3

AUTHORIZING CONTRACT NO. 2021-169 WITH FEGHALI BROTHERS, LLC FOR PROJECT 18.68 – GCRTA MAIN OFFICE BUILDING VESTIBULE MODIFICATIONS, AS SPECIFIED AND AS REQUIRED, IN AN AMOUNT NOT TO EXCEED \$176,000.00 (RTA CAPITAL FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Authority deems it necessary to acquire construction services, as required, under Project 18.68 – GCRTA Main Office Building Vestibule Modifications; and

WHEREAS, the bid of Feghali Brothers, LLC, located at 4636 Beech Ct., Canfield, Ohio 44406, was received on December 23, 2021 in an amount not to exceed \$176,000.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Feghali Brothers, 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 Feghali Brothers, LLC for Project 18.68 – GCRTA Main Office Building Vestibule Modifications, 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 Feghali Brothers, LLC for Project 18.68 – GCRTA Main Office Building Vestibule Modifications.

Section 3. This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to, 100% local funds for a total contract amount not to exceed \$176,000.00.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Feghali Brothers, LLC will attempt to exceed the 6% minimum DBE goal assigned to this procurement.

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

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: ORACLE SOFTWARE MAINTENANCE, LICENSES & SUPPORT SERVICES VENDOR: ORACLE AMERICA, INC. AMOUNT: NTE \$404,116.34	Resolution No.: 2022-4
	Date: January 20, 2022
	Initiator: Innovation and Technology Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to renew a sole source agreement for the annual software maintenance, licenses and support of various Oracle applications for a period of one year.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has been utilizing Oracle technology and applications since 1995. Annual maintenance, licenses and support are required to maintain the Oracle Enterprise Business Suite – Financials, Procurement, and HR/Payroll applications, as well as GCRTA applications that interface with Oracle database technology. These applications include HASTUS, Ultramain, Kronos, Riskmaster and various Trapeze products. Oracle database technology and applications are proprietary products designed exclusively by Oracle America, Inc.
- 3.0 **PROCUREMENT BACKGROUND:** This contract for maintenance, licenses and support services is exempt from competitive bidding as authorized under Section 306.43(H)(3) of the Ohio Revised Code. Oracle America, Inc. developed the Enterprise Business Suite on a proprietary basis and is the only source authorized to maintain the system. After negotiations, Oracle America, Inc. offered to provide maintenance, licenses and support for the various Oracle software products for a negotiated amount not to exceed \$404,116.34 for a one-year period. The Innovation and Technology Department reviewed the offer for adherence to technical scope.

 A price analysis has been performed and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE participation goal was established for this procurement because it is for the maintenance of proprietary software, which work is limited and exclusive to the original provider and installer by agreement.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the General Fund, Innovation & Technology Department budget, in an amount not to exceed \$404,116.34 for a period of one year.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would leave the Oracle software applications without adequate maintenance, licenses and support and jeopardize the functionality of critical Financial, Procurement and HR/Payroll systems vital to the organization.

- 8.0 RECOMMENDATION: It is recommended that the offer of Oracle America, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-4

AUTHORIZING CONTRACT NO. 2021-175 WITH ORACLE AMERICA, INC. TO PROVIDE ORACLE SOFTWARE MAINTENANCE, LICENSES AND SUPPORT SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$404,116.34 (GENERAL FUND, INNOVATION & TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Authority currently utilizes Oracle-licensed products for financial, procurement, and human resources management applications; and

WHEREAS, annual maintenance, licenses and support are required to maintain these software applications; and

WHEREAS, these services are available from Oracle America, Inc., located at 500 Oracle Parkway, Redwood City, CA 94065, the original licensor of these products; and

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

WHEREAS, Oracle America, Inc. has offered to provide said maintenance, licenses and support services at a negotiated amount not to exceed \$404,116.34 for a period of one year; and

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

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

Section 1. That the offer of Oracle America, Inc., as negotiated, to provide Oracle software maintenance, licenses and support services for a period of one 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 sole source contract with Oracle America, Inc. to provide said services.

Section 3. The contract will be funded through the General Fund, Innovation & Technology Department budget, in an amount not to exceed \$404,116.34 for a period of one year.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor 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 Greater Cleveland Regional Transit Authority's Board of Trustees expects that Oracle America, Inc. 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: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FURNISHING OF CHEMICAL ICE MELT, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF TWO YEARS		Resolution No.: 2022-5
VENDOR: CLEVELAND CHARCOAL AND SALT SUPPLY COMPANY		Date: January 20, 2022
AMOUNT: NOT TO EXCEED \$133,000.00 FOR TWO-YEAR PERIOD		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 _____		

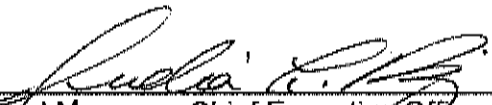
- 1.0 PURPOSE/SCOPE: This action will allow the Authority to enter into a contract for the furnishing of chemical ice melt, as specified and as required, for a period of two years.
- 2.0 DESCRIPTION/JUSTIFICATION: This is a recurring procurement for ice melt to be used to facilitate the melting of ice and snow from the Authority's platforms, steps and sidewalks.
- 3.0 PROCUREMENT BACKGROUND: The Invitation for Bids ("IFB") was posted on the Procurement section of the Authority's web site and advertised in the local newspapers. Twenty-three interested parties downloaded the solicitation. Three responsive bids were received on January 5, 2022. The following is a summary of those three bids:

Company Name	Anticipated Annual Usage	Price Year 1 Per 50 lb. Container	Price Year 2 Per 50 lb. Container	Total Price
Cleveland Charcoal & Salt Supply Company	10,000 Bags	\$6.55 \$65,500.00	\$6.75 \$67,500.00	\$133,000.00
Government MLO Supplies USA	10,000 Bags	\$8.47 \$84,743.13	\$9.32 \$93,217.44	\$177,960.56
Aries Distribution	10,000 Bags	\$8.81 \$88,100.00	\$8.81 \$88,100.00	\$176,200.00

Cleveland Charcoal & Salt Supply Company was determined to be a responsible bidder. The total bid of Cleveland Charcoal and Salt Supply Company has been determined by the Procurement Department to be the lowest responsive bid from a responsible bidder.

- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to lack of certified DBE firms.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: That said contract shall be payable from the General Fund, Fleet Management Department budget, in an amount not to exceed \$133,000.00 for a period of two years.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer could potentially disrupt service and impact service quality.
- 8.0 RECOMMENDATION: It is recommended that the offer of Cleveland Charcoal and Salt Supply 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. 2022-5

AUTHORIZING CONTRACT NO. 2021-179 WITH CLEVELAND CHARCOAL AND SALT SUPPLY COMPANY FOR THE FURNISHING OF CHEMICAL ICE MELT, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF TWO YEARS IN AN AMOUNT NOT TO EXCEED \$133,000.00 (GENERAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority requires the furnishing of chemical ice melt to facilitate the melting of snow and ice; and

WHEREAS, the bid of Cleveland Charcoal and Salt Supply Company, located at 940 East 67th Street, Cleveland, OH. 44103, for the furnishing of chemical ice melt, as specified and as required, for a period of two years was received on January 5, 2022, at unit prices resulting in an amount not to exceed \$133,000.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Cleveland Charcoal and Salt Supply 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 Cleveland Charcoal and Salt Supply Company, for the furnishing of chemical ice melt, as specified and as required, for a period of two 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 Cleveland Charcoal and Salt Supply Company, for the furnishing of chemical ice melt, as specified and as required, for a period of two years.

Section 3. That said contract shall be payable from the General Fund, Fleet Management Department budget, in an amount not to exceed \$133,000.00 for a period of two years.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Cleveland Charcoal and Salt Supply 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: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FURNISHING OF LIQUID PROPANE GAS VENDOR: AMERIGAS PROPANE, L.P. AMOUNT: NTE \$180,000.00 FOR PERIOD OF ONE YEAR	Resolution No.: 2022-6 Date: January 20, 2022 Initiator: Paratransit Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	


- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a sole source contract to provide Liquid Propane Gas (LPG) for a period of one year.
- 2.0 **DESCRIPTION/JUSTIFICATION:** LPG is necessary to power the eleven remaining EIDorado Coaches that currently provide paratransit service to customers.
- 3.0 **PROCUREMENT BACKGROUND:** As authorized by the Board of Trustees under Resolution Nos. 2020-50 and 2021-52, the Authority is in process of purchasing twenty, new EIDorado National Aerotech Paratransit coaches to replace coaches that have reached or exceeded their useful life. These new coaches are gasoline powered and are replacing the older coaches currently powered by LPG. Due to global supply chain issues, including microchip storage, delivery of some of these new coaches has been delayed. This means that the Authority must continue to operate the remaining eleven LPG powered coaches to maintain its fleet in order to service its customers. Amerigas Propane, L.P., is the current provider of LPG to the Authority, and has a proprietary fuel dispensing system and two, 1,000 gallon LPG storage tanks installed and located at the GCRTA Paratransit Facility. This purchase is exempt from competitive bidding as authorized by Section 306.43(H)(2) of the Ohio Revised Code.

The Authority has adopted an Energy Risk Management Policy & Strategy to better manage its fuel cost due to the volatile fuel market. As a part of the energy risk management strategy, the Authority plans to price the delivery of LPG on the Mont Belvieu Weekly Average as posted in BPN Weekly. The one year negotiated price of \$180,000.00 reflects the cost of the weekly average of the fuel cost delivered that day plus margin. A cost analysis has been performed and the Procurement Department has determined the negotiated proposal from Amerigas Propane, L.P. is 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, Paratransit Department budget. The cost of the LPG fuel will fluctuate weekly depending on the Mont Belvieu weekly average and is estimated in an amount not to exceed \$180,000.00 for a period of one year.
- 7.0 **ALTERNATIVES:** Rejection of this offer would significantly impact the Authority's ability to provide LPG fuel to the Authority's propane powered coaches, which would significantly affect the Authority's ability to service its customers.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of Amerigas Propane, L.P. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-6

AUTHORIZING CONTRACT NO. 2021-180 WITH AMERIGAS PROPANE, L.P. FOR THE FURNISHING OF LIQUID PROPANE GAS, AS REQUIRED, FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$180,000.00 (GENERAL FUND, PARATRANSIT DEPARTMENT BUDGET)

WHEREAS, the Authority is in the process of purchasing EIDorado Paratransit coaches that are gasoline powered to replace the eleven remaining Paratransit coaches that are currently powered by Liquid Propane Gas (LPG); and

WHEREAS, due to global supply chain issues, the Authority must operate the eleven remaining LPG powered Paratransit coaches to maintain its fleet and continue service to its customers; and

WHEREAS, Amerigas Propane, L.P., the current provider of LPG to the Authority, has a proprietary fuel dispensing system and two, 1,000 gallon LPG storage tanks installed and located at the GCRTA Paratransit Facility; and

WHEREAS, Amerigas Propane, L.P., with an office located at 460 North Gulph Road #100, King of Prussia, Pennsylvania, 19406, has offered to furnish LPG, as required, for a period of one year in a negotiated amount not to exceed \$180,000.00; and

WHEREAS, the General Manager, Chief Executive Officer deems, after reasonable inquiry, that Amerigas Propane, L.P. is the only one source of supply reasonably available, as justified under Section 306.43 (H) (2) of the Ohio Revised Code; and

WHEREAS, the General Manager, Chief Executive Officer deems the negotiated offer of Amerigas Propane, L.P., to be in the best interest of the Authority, price and other factors considered, and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Amerigas Propane, L.P., to provide Liquid Propane Gas (LPG) for a period of one year, is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority is hereby authorized to enter into a contract with Amerigas Propane, L.P., to provide LPG for a period of one year.

Section 3. That said contract shall be payable from the General Fund, Paratransit Department budget. The cost of the LPG fuel will fluctuate weekly depending on the Mont Belvieu weekly average and is estimated in an amount not to exceed \$180,000.00 for a period of one year.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Amerigas Propane, L.P., will attempt to exceed the 0% DBE goal assigned to this procurement.

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

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: HEAVY RAIL TRACTION MOTOR OVERHAUL SERVICES VENDOR: SWIGER COIL SYSTEMS, A WABTEC CO. AMOUNT: NTE \$2,210,344.00 FOR A TWO-YEAR PERIOD	Resolution No.: 2022-7
	Date: January 20, 2022
	Initiator: Rail District Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

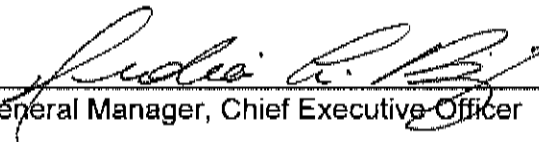
- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a sole source contract to provide heavy rail traction motor overhaul services for GCRTA's heavy rail vehicle (HRV) for a two-year period.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has experienced an increase in traction motor failures on its heavy rail fleet. In 2021, there were 18 FTA reportable events. As a result of these motor failures, the Authority has the need to overhaul 168 HRV traction motors, which includes 4 motors per car and 2 spare sets per car.
- 3.0 **PROCUREMENT BACKGROUND:** The sole source contract is exempt from competitive bidding as authorized by Section 306.43(H)(6) of the Ohio Revised Code, which provides that competitive bidding is not required when the purchase substantially involves services of a personal, professional, highly technical, or scientific nature, including but not limited to the services of an attorney, physician, surveyor, appraiser, investigator, court reporter, adjuster, advertising consultant, or licensed broker, or involves the special skills or proprietary knowledge required for the servicing of specialized equipment owned by the regional transit authority. Swiger Coil Systems, A Wabtec Co., has the proprietary tools, components and drawings for the HRV traction motors and owns the OEM documentation for the HRV motors which need to be repaired/overhauled. A total of 168 heavy rail traction motors will be repaired/overhauled over a period of two years, for a total amount not to exceed \$2,210,344.00.

A cost analysis has been performed, and the Procurement Department has determined the negotiated proposal from Swiger Coil Systems, A Wabtec Co., is 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, Rail District Department budget, in an amount not to exceed \$2,210,344.00 for a two-year period.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would impact the Authority's ability to ensure the safety of its heavy rail fleet.
- 8.0 RECOMMENDATION: This procurement was discussed by the Organizational, Services & Performance Monitoring Committee at the January 11, 2022 meeting. It is recommended that the offer of Swiger Coil Systems, A Wabtec Co., be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2022-7

AUTHORIZING CONTRACT NO. 2021-181 WITH SWIGER COIL SYSTEMS, A WABTEC CO., TO PROVIDE HEAVY RAIL TRACTION MOTOR OVERHAUL SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,210,344.00 FOR A TWO-YEAR PERIOD (GENERAL FUND, RAIL DISTRICT DEPARTMENT BUDGET)

WHEREAS, the Authority has experienced an increase in traction motor failures, resulting in 18 FTA reportable incidents in 2021; and

WHEREAS, as a result of these motor failures, the Authority has the need to overhaul 168 heavy rail vehicle (HRV) traction motors, which include 4 motors per car and 2 spare sets per car; and

WHEREAS, the Ohio Revised Code, Section 306.43(H)(6) provides that competitive bidding is not required when the purchase substantially involves services of a personal, professional, highly technical, or scientific nature, including but not limited to the services of an attorney, physician, surveyor, appraiser, investigator, court reporter, adjuster, advertising consultant, or licensed broker, or involves the special skills or proprietary knowledge required for the servicing of specialized equipment owned by the regional transit authority; and

WHEREAS, Swiger Coil Systems, A Wabtec Co., has the proprietary tools, components and drawings for the HRV traction motors and owns the OEM documentation for the HRV motors which need to be repaired/overhauled; and

WHEREAS, Swiger Coil Systems, A Wabtec Co., located at 4677 Manufacturing Road, Cleveland, Ohio 44135, has offered to provide heavy rail traction motor overhaul services, in a total contract amount not to exceed \$2,210,344.00 for a two-year period; and

WHEREAS, the General Manager, Chief Executive Officer deems that the negotiated offer of Swiger Coil Systems, A Wabtec Co., to be in the best interest of the Authority, price and other factors considered, and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Swiger Coil Systems, A Wabtec Co., to provide heavy rail traction motor overhaul services for a two-year period, 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 Swiger Coil Systems, A Wabtec Co., to provide heavy rail traction motor overhaul services for a two-year period.

Section 3. This procurement will be funded through the General Fund, Rail District Department budget in an amount not to exceed \$2,210,344.00 for a two-year period.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Swiger Coil Systems, A Wabtec Co., will attempt to exceed the 0% DBE goal assigned to this procurement. .

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

Adopted: January 25, 2022

President

Attest: _____

Secretary-Treasurer



TITLE/DESCRIPTION: REPEALING SECTION 628.02 AND REMOVING SECTION 644.12 FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2022-8
	Date: January 20, 2022
	Initiator: Human Resources
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will repeal Section 628.02, Unemployment Compensation and remove Section 644.12, Unemployment Compensation from the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority because it duplicates Personnel Policy 400.12.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority.

 Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will repeal Section 628.02 because it is obsolete and remove Section 644.12 because it duplicates a provision that is already in the Personnel 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 result in repealing an obsolete provision and removing a provision that is already in the Personnel Policies, so that there is one policy regarding unemployment compensation located in the Personnel Policies.


- 6.0 **ECONOMIC IMPACT:** Does not apply.

- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would result in retaining policies that are out of date and duplicate a policy that is already in the Personnel Policies.

- 8.0 **RECOMMENDATION:** This resolution was discussed at the January 11, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

- 9.0 **ATTACHMENTS:** A. Red-line of proposed amendments to Section 628.02
 B. Red-line of proposed amendments to Section 644.12

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

~~628.02 — UNEMPLOYMENT COMPENSATION.~~

~~(a) The Authority hereby elects to cover under Ohio R.C. Chapter 4141 services performed by all employees of the Authority.~~

~~(b) Notice of the election provided for in subsection (a) hereof shall be promptly transmitted by the General Manager/Secretary Treasurer to the Administrator, Ohio Bureau of Employment Services, Columbus, Ohio.~~

~~(c) The General Manager/Secretary Treasurer is hereby authorized and instructed to pay the amount of benefits incurred when billed by the Ohio Bureau of Employment Services.~~

~~(Res. 1976-2. Passed 1-20-76.)~~

ATTACHMENT B TO STAFF SUMMARY

~~644.12 UNEMPLOYMENT COMPENSATION.~~

~~(a) Under Ohio law, when an Authority employee is laid off for lack of work or is otherwise separated from employment, the employee may be eligible for unemployment compensation. Such eligibility shall be determined solely by the Ohio Department of Job and Family Services (ODJFS). To determine eligibility an application must be filed with ODJFS.~~

~~(b) The Labor and Employee Relations Department or its vendor will provide employee separation information to ODJFS. The Labor and Employee Relations Department may appeal an ODJFS benefit eligibility determination. (Res. 1992-31. Passed 2-18-92; Res. 2001-119. Passed 8-21-01; Res. 2013-95. Passed 9-17-13.)~~

RESOLUTION NO. 2022-8

REPEALING SECTION 628.02 AND REMOVING SECTION 644.12 FROM THE
CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

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

WHEREAS, the Authority has conducted a review and determined that Section 628.02, Unemployment Compensation should be repealed and Section 644.12, Unemployment Compensation should be removed because it duplicates a provision already contained in the Personnel Policies.

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

Section 1. That Section 628.02 is hereby repealed in its entirety.

Section 2. That Section 644.12 is hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority.

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.

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: REPEALING SECTION 628.01, AMENDING SECTION 646.02 AND MOVING SECTION 646.02 FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO THE PERSONNEL POLICIES	Resolution No.: 2022-9
	Date: January 20, 2022
	Initiator: Human Resources
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

- 1.0 PURPOSE/SCOPE: This resolution will repeal Section 628.01, Vacations, amend Section 646.02, Vacation for Non-bargaining Employees and move Section 646.02 from the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority to replace Personnel Policy 500.02.

- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority.

Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will remove an obsolete provision related to employee vacations, amend a current provision on the same topic and move that provision to the Personnel 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 result in the elimination of an obsolete provision and move the vacation policy from the Code Book to the Personnel Policies to replace Personnel Policy 500.02.

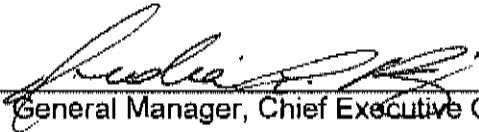
- 6.0 ECONOMIC IMPACT: Does not apply.

- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would retain an obsolete provision and one that overlaps with the Personnel Policies.

- 8.0 RECOMMENDATION: This resolution was discussed at the January 11, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

- 9.0 ATTACHMENTS: A. Red-line of proposed amendments to Section 628.01
B. Red-line of proposed amendments to Section 646.02

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

~~628.01—VACATIONS.~~

~~(a) Policy for Employees Not in Collective Bargaining Units. The vacation policy set forth in this section shall apply to all employees in letter grades and to those in the unclassified service. Such policy shall be effective January 1, 1988. Eligibility, work requirements and amount of vacation shall be as set forth in Article I, Section 10, of the Conditions of Employment. (See Chapter 624 of these Policies and Procedures.)~~

~~(b) Vacation Accumulation Generally. Effective January 1, 1988, it shall be the policy of the Authority to allow employees not in bargaining units, i.e. employees in letter grades and those in the unclassified service, to accumulate a maximum of fifty days vacation. Vacation in excess of fifty days, if not taken in the current year, will be lost except as provided under subsection (c) hereof.~~

~~Vacation may be accumulated in one of two ways:~~

- ~~(1) At the request of the employee involved, a matter of personal preference; and~~
- ~~(2) Vacation not taken, because of business necessity, a matter beneficial to the Authority and at the request of the Authority.~~

~~Vacation accumulated at the request of the employee shall be compensated at the rate in effect for the employee on January 1 of the year in which the employee was first entitled to such vacation. Vacation accumulated at the request of or for the benefit of the Authority shall be compensated at the current salary. The Director of Personnel shall develop guidelines and procedures in accordance with this policy so as to properly and uniformly implement it.~~

~~(c) Vacation Accumulation in Excess of Fifty Days. Effective immediately upon the adoption of this vacation policy, the Director of Personnel shall make a determination of accumulated vacation of all employees in letter grades and in the unclassified service and so advise such employees. Employees in letter grades and in the unclassified service at the time of adoption of this policy shall have their accumulated vacation time fixed and shall be eligible to accumulate fifty-day vacations only, pursuant to this policy. Employees who have accumulated in excess of fifty days will be permitted to retain the accumulated time that is on file with the Director of Personnel. However, they will not be allowed to accumulate additional time.~~

~~(d) Retirement. Employees who retire are required to exhaust accumulated vacation time prior to the date of retirement. However, an employee may be compensated in a lump sum for vacation time accrued but not taken in the year of retirement. (Res. 1987-147. Passed 6-16-87.)~~

~~(e) Disputes. (EDITOR'S NOTE: Subsection (e) was repealed by implication~~

ATTACHMENT A TO STAFF SUMMARY

~~by the adoption of the new Personnel Policies and Procedures Manual (Chapter 640 et seq.)~~

~~(f) Additional Provisions. See Section 646.04 for additional provisions regarding vacations.~~

ATTACHMENT B TO STAFF SUMMARY

646.02 VACATION FOR NON-BARGAINING EMPLOYEES.

(a) Eligible non-bargaining employees shall accrue vacation according to the applicable accrual rates specified in the Per Pay Vacation Accrual Rate Schedule, below, beginning with their first pay after their date of hire. Vacation accrual credit shall be given when an employee is on active pay status, excluding overtime.

Per Pay Vacation Accrual Rate Schedule

Total Years of Active Service with GCRTA + Prior Service Credit	Vacation Accrual Rate per Pay-Ending Period	Maximum Number of Weeks Earned for 26 Pay Periods
Less than 1 year to less than 5 years	3.08 hours	2 weeks
5 years to less than 13 years	4.616 hours	3 weeks
13 years to less than 21 years	6.16 hours	4 weeks
21 years to less than 30 years	7.696 hours	5 weeks
30 years or more	9.232 hours	6 weeks

(b) An employee on active pay status at the beginning of the bi-weekly pay period will receive the "per pay vacation accrual" for that pay. An employee who is receiving payment for an occupational injury or who is on extended disability is not in active pay status and is not entitled to earn time for vacation or to receive additional payment for vacation. An employee shall not earn or accrue vacation for any time not in active pay status.

(c) The employee's rate of accrual shall be consistent with the employee's anniversary date and total years of active service with RTA, plus prior service credit.

(d) Employees shall be able to use any vacation earned after six months from their date of hire or as determined by the ~~CEO~~, General Manager, CEO. Employees shall be paid appropriate vacation hours as they correlate to their regular work schedule. The Department Director shall schedule vacation as necessary to minimize any disruption of service and to meet the operational needs of the department. The ~~CEO~~, General Manager, CEO may revise vacation schedules whenever it is found to be in the best interest of the Authority.

ATTACHMENT B TO STAFF SUMMARY

(e) The ~~CEO~~, General Manager, CEO, at his-their discretion, to attract highly qualified applicants, may offer a vacation accrual rate greater than the applicant's years of service would otherwise allow.

(f) Increases in the per pay vacation accrual rate will be effective in the first full pay period following the employee's anniversary date of hire.

(g) Vacation time may be accumulated to a maximum of 400 hours as of December 31 of any year. Accumulated vacation balances in excess of 400 hours as of December 31 of any year, will be lost. Upon prior approval of the ~~CEO~~, General Manager, CEO in situations involving extraordinary circumstances, payment or other equitable arrangements may be made to an employee for vacation balances in excess of 400 hours as of December 31.

(h) Upon separation from employment, payment will be made at the current rate of pay for all unused vacation hours.

(i) The ~~CEO~~, General Manager, CEO shall implement administrative procedures, including procedures for employees who transfer to jobs that result in a change in their non-bargaining or bargaining status.

(Res. 2002-96. Passed 5-21-02; Res. 2013-95. Passed 9-17-13. Res. 2022-XX. Passed 1-XX-22.)

RESOLUTION NO. 2022-9

REPEALING SECTION 628.01, AMENDING SECTION 646.02 AND MOVING SECTION 646.02 FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO THE PERSONNEL POLICIES

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

WHEREAS, the Authority has conducted a review and determined that Section 628.01, Vacations should be repealed and Section 646.02, Vacation for Non-bargaining Employees should be amended and moved to the Personnel Policies.

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

Section 1. That Section 628.01 is hereby repealed in its entirety.

Section 2. That Section 646.02 is hereby amended to read as specified in Attachment A hereto.

Section 3. That Section 646.02 shall be removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and shall replace Section 500.02 of the Personnel Policies.

Section 4. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Attachment: A. Section 646.02/Personnel Policy 500.02

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer

ATTACHMENT A TO RESOLUTION

646.02 VACATION FOR NON-BARGAINING EMPLOYEES –
REPLACING PERSONNEL POLICY 500.02

(a) Eligible non-bargaining employees shall accrue vacation according to the applicable accrual rates specified in the Per Pay Vacation Accrual Rate Schedule, below, beginning with their first pay after their date of hire. Vacation accrual credit shall be given when an employee is on active pay status, excluding overtime.

Per Pay Vacation Accrual Rate Schedule

Total Years of Active Service with GCRTA + Prior Service Credit	Vacation Accrual Rate per Pay-Ending Period	Maximum Number of Weeks Earned for 26 Pay Periods
Less than 1 year to less than 5 years	3.08 hours	2 weeks
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13 years to less than 21 years	6.16 hours	4 weeks
21 years to less than 30 years	7.696 hours	5 weeks
30 years or more	9.232 hours	6 weeks

(b) An employee on active pay status at the beginning of the bi-weekly pay period will receive the "per pay vacation accrual" for that pay. An employee who is receiving payment for an occupational injury or who is on extended disability is not in active pay status and is not entitled to earn time for vacation or to receive additional payment for vacation. An employee shall not earn or accrue vacation for any time not in active pay status.

(c) The employee's rate of accrual shall be consistent with the employee's anniversary date and total years of active service with RTA, plus prior service credit.

(d) Employees shall be able to use any vacation earned after six months from their date of hire or as determined by the General Manager, CEO. Employees shall be paid appropriate vacation hours as they correlate to their regular work schedule. The Department Director shall schedule vacation as necessary to minimize any disruption of service and to meet the operational needs of the department. The General Manager, CEO may revise vacation schedules whenever it is found to be in the best interest of the Authority.

(e) The General Manager, CEO, at their discretion, to attract highly qualified applicants, may offer a vacation accrual rate greater than the applicant's years of service would otherwise allow.

(f) Increases in the per pay vacation accrual rate will be effective in the first full pay period following the employee's anniversary date of hire.

(g) Vacation time may be accumulated to a maximum of 400 hours as of December 31 of any year. Accumulated vacation balances in excess of 400 hours as of December 31 of any year, will be lost. Upon prior approval of the General Manager, CEO in situations involving extraordinary circumstances, payment or other equitable arrangements may be made to an employee for vacation balances in excess of 400 hours as of December 31.

(h) Upon separation from employment, payment will be made at the current rate of pay for all unused vacation hours.

(i) The General Manager, CEO shall implement administrative procedures, including procedures for employees who transfer to jobs that result in a change in their non-bargaining or bargaining status.

(Res. 2002-96. Passed 5-21-02; Res. 2013-95. Passed 9-17-13. Res. 2022-XX. Passed 1-XX-22.)



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: ELECTRIC VEHICLE CHARGING STATION PROGRAM PARTNER AGREEMENTS BETWEEN NOACA AND GCRTA VENDOR: N/A AMOUNT: N/A	Resolution No.: 2022-10
	Date: January 20, 2022
	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 action will allow the Authority to enter into Agreements with NOACA for an Electric Vehicle Charging Station Program, which will identify the roles and responsibilities of each party in the construction and operation of electric vehicle (EV) charging stations at the Brookpark Rapid Station, the Louis Stokes Station at Windermere, and the Green Road Station.

2.0 **DESCRIPTION/JUSTIFICATION:** Carbon-based emissions from automobiles are the single highest source of air pollutants. The use of alternative power for automobiles serves to reduce environmentally harmful emissions. As use of electric vehicles accelerates in GCRTA's service area, the need for charging stations grows. GCRTA's rapid station parking facilities provide a prime location for the installation of EV charging facilities given their optimal locations throughout the county and openness to the public.

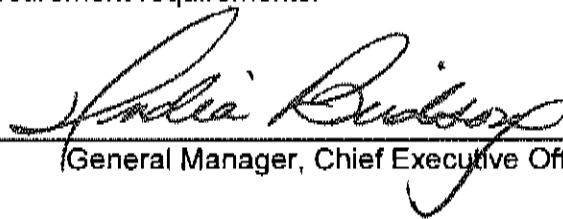
NOACA is implementing the EV Charging Station Program for the purpose of providing EV charging locations throughout the NOACA region. Three GCRTA rapid transit stations have been selected by NOACA for this program: Brookpark Rapid Station, the Louis Stokes Station at Windermere, and the Green Road Station.

To enter this program, GCRTA must execute a Partner Agreement with NOACA for each charging station site. Under the Agreements, NOACA will be permitted to administer all aspects of design, bidding, and construction activities required to construct the EV charging stations, at NOACA's cost. The Agreements also provide NOACA and its contractors the right to enter, use, and construct the EV charging stations on the properties listed above. All costs associated with design and construction will be borne 100% by NOACA.

After installation of the EV chargers, the stations will become the property of GCRTA. GCRTA will be responsible for all routine maintenance and electricity costs for a period of five (5) years. Under the provisions included in this Agreements, GCRTA is permitted to charge EV customers an electric charging fee to recoup the cost of the electricity provided. A five (5) year warranty and annual maintenance contract, and a five (5) year network service contract will be funded by NOACA. During that five (5) year period, GCRTA must ensure public access to these facilities. When the five (5) year term is ended, GCRTA can choose to continue maintenance of the EV charging stations or discontinue their operation.

- 3.0 PROCUREMENT BACKGROUND: N/A
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: N/A
- 5.0 POLICY IMPACT: The construction of EV charging stations on GCRTA facilities is consistent with GCRTA's Framework for the Future, Strategic Plan, and its Environmental Sustainability Program.
- 6.0 ECONOMIC IMPACT: The capital cost of design and construction for this project, along with a five (5) year warranty and network service contract, is 100% funded by NOACA through federal grant sources. GCRTA must cover routine electricity and maintenance costs for five (5) years but can charge for the electricity transferred to vehicles from the chargers.
- 7.0 ALTERNATIVES: Reject the Agreements. Rejection of the Agreements would prevent GCRTA from accepting funding from NOACA to install EV charging stations at its designated rapid transit station facilities.
- 8.0 RECOMMENDATION: This was discussed at the January 11, 2022 Operational, Planning & Infrastructure Committee Meeting. It is recommended that the Agreements be accepted and the resolution passed.
- 9.0 ATTACHMENTS: Attachment A – Electric Vehicle Charging Station Program Partner Agreements (one for each of three facilities).

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



General Manager, Chief Executive Officer

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Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **Greater Cleveland Regional Transit Authority**, hereinafter referred to as the **Partner**, 1240 West 6th Street, Cleveland, OH, 44113; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation ("ODOT").
- 1.2 NOACA has been allocated federal funds and is contributing a portion of local funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID 112897 and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into a contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 The Greater Cleveland Regional Transit Authority owns the property known as GCRTA Louis Stokes Station at Windermere and located at 14232 Euclid Avenue, East Cleveland, 44112; and agrees to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for NOACA and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

- 2.1 NOACA shall use the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and

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software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the Partner shall designate a point of contact for all communications with associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

NOACA:

Randy Lane
NOACA
1299 Superior Avenue
Cleveland, OH 44114
rlane@mpo.noaca.org
(216) 241-2414, ext. 300

PARTNER:

Mandy Metcalf
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
Samantha.Metcalf@qcrta.org
216-356-3290

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

- 5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

- 6.1 NOACA will service as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.
- 6.2 NOACA will, in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation at the identified site.
- 6.3 NOACA will be responsible for:

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- a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.
 - b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which NOACA is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 NOACA shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV charging stations in any mapping or other

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relevant EV charging station database.

- 6.9 NOACA will ensure compliance with all federal requirements associated with project implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.
- 6.10 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

- 7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.
- 7.2 Partner will coordinate with NOACA in:
 - a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site.
 - b. The development of detailed project scope and location identification.
 - c. The development of an engineer's estimate identifying all costs necessary for implementation.
 - d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.
- 7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.
- 7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations.
- 7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

- 8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at 14232 Euclid Avenue, East Cleveland, 44112 for the purpose of making surveys and tests and constructing the Project, including

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installation of electric vehicle supply equipment ("EVSE"), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all Improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 NOACA, and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA, or its Agents, shall provide the following information to the Partner contact at the time of notification:
 - (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

- 9.1 Upon completion of installation and construction EV charging station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five-year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it, or choose to have the equipment removed and discontinue making the charging stations available to the public.

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9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five-year period, the Partner will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.

10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.

10.3 The Project will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five-year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:

1. Location: Site name, EVSE ID number, address, city, zip, county
2. Operational uptime (percentage)
3. Number of charge events
4. Number of unique vehicles
5. Average charge time per event (minutes)
6. Average kW per charge event
7. Total kW consumed

12. FEE STRUCTURE

12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected to any other purpose.

12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.

12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection,

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management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.

- 12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.
- 12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

- 13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.
- 13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

- 14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.
- 14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 14.5 NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

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- 14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. NOACA affirms that it is compliant with R.C. § 3517.13.
- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: Greater Cleveland Regional Transit Authority	PARTNER: Greater Cleveland Regional Transit Authority
By:	By:
Sheryl King Benford, General Counsel Deputy General Manager for Legal Affairs	India L. Birdsong General Manager, Chief Executive Officer
Date:	Date:

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Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **Greater Cleveland Regional Transit Authority**, hereinafter referred to as the **Partner**, 1240 West 6th Street, Cleveland, OH, 44113; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation ("ODOT").
- 1.2 NOACA has been allocated federal funds and is contributing a portion of local funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID 112897 and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into a contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 The Greater Cleveland Regional Transit Authority owns the property known as GCRTA Brookpark Station and located at 18010 Brookpark Rd, Cleveland, OH 44135; and agrees to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for NOACA and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

- 2.1 NOACA shall use the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and

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software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the Partner shall designate a point of contact for all communications with associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

NOACA:

Randy Lane
NOACA
1299 Superior Avenue
Cleveland, OH 44114
rlane@mpo.noaca.org
(216) 241-2414, ext. 300

PARTNER:

Mandy Metcalf
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
Samantha.Metcalf@gcrta.org
216-356-3290

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

6.1 NOACA will service as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.

6.2 NOACA will, in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation at the identified site.

6.3 NOACA will be responsible for:

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- a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.
 - b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which NOACA is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 NOACA shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV charging stations in any mapping or other

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relevant EV charging station database.

- 6.9 NOACA will ensure compliance with all federal requirements associated with project implementation , including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.
- 6.10 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.

7.2 Partner will coordinate with NOACA in:

- a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site:
- b. The development of detailed project scope and location identification. *
- c. The development of an engineer's estimate identifying all costs necessary for implementation.
- d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.

7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.

7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations.

7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at 18010 Brookpark Rd, Cleveland, OH 44135 for the purpose of making surveys and tests and constructing the Project, including installation of

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electric vehicle supply equipment ("EVSE"), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all Improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 NOACA, and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA, or its Agents, shall provide the following information to the Partner contact at the time of notification:
 - (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

- 9.1 Upon completion of installation and construction EV charging station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five-year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.

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- 9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five-year period, the Partner will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

- 10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.
- 10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.
- 10.3 The Project will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

- 11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five-year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:
1. Location: Site name, EVSE ID number, address, city, zip, county
 2. Operational uptime (percentage)
 3. Number of charge events
 4. Number of unique vehicles
 5. Average charge time per event (minutes)
 6. Average kW per charge event
 7. Total kW consumed

12. FEE STRUCTURE

- 12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected to any other purpose.
- 12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.
- 12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection,

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management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.

- 12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.
- 12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

- 13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.
- 13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

- 14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.
- 14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 14.5 NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

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- 14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. NOACA affirms that it is compliant with R.C. § 3517.13.
- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
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- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: Greater Cleveland Regional Transit Authority	PARTNER: Greater Cleveland Regional Transit Authority
By:	By:
Sheryl King Benford, General Counsel Deputy General Manager for Legal Affairs	India L. Birdsong General Manager, Chief Executive Officer
Date:	Date:

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Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **Greater Cleveland Regional Transit Authority**, hereinafter referred to as the **Partner**, 1240 West 6th Street, Cleveland, OH, 44113; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation ("ODOT").
- 1.2 NOACA has been allocated federal funds and is contributing a portion of local funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID 112897 and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into a contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 The Greater Cleveland Regional Transit Authority has property rights to the property known as GCRTA Green Road Station and located at 2800 S. Green Road, Shaker Heights, OH, 44122; and agrees to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for NOACA and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

- 2.1 NOACA shall use the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and

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software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the Partner shall designate a point of contact for all communications with associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

NOACA:

Randy Lane
NOACA
1299 Superior Avenue
Cleveland, OH 44114
rlane@mpo.noaca.org
(216) 241-2414, ext. 300

PARTNER:

Mandy Metcalf
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
Samantha.Metcalf@gcrta.org
216-356-3290

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

- 5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

- 6.1 NOACA will service as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.
- 6.2 NOACA will, in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation at the identified site.
- 6.3 NOACA will be responsible for:

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- a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.
 - b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which NOACA is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 NOACA shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV charging stations in any mapping or other

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relevant EV charging station database.

- 6.9 NOACA will ensure compliance with all federal requirements associated with project implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.
- 6.10 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

- 7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.
- 7.2 Partner will coordinate with NOACA in:
 - a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site:
 - b. The development of detailed project scope and location identification.
 - c. The development of an engineer's estimate identifying all costs necessary for implementation.
 - d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.
- 7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.
- 7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations.
- 7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

- 8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at 2800 S. Green Road, Shaker Heights, OH 44122 for the purpose of making surveys and tests and constructing the Project, including

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installation of electric vehicle supply equipment ("EVSE"), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 NOACA, and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA, or its Agents, shall provide the following information to the Partner contact at the time of notification:
 - (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

- 9.1 Upon completion of installation and construction EV charging station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five-year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.

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9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five-year period, the Partner will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.

10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.

10.3 The Project will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five-year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:

1. Location: Site name, EVSE ID number, address, city, zip, county
2. Operational uptime (percentage)
3. Number of charge events
4. Number of unique vehicles
5. Average charge time per event (minutes)
6. Average kW per charge event
7. Total kW consumed

12. FEE STRUCTURE

12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected to any other purpose.

12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.

12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection,

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management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.

- 12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.
- 12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

- 13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.
- 13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

- 14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.
- 14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 14.5. NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

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- 14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. NOACA affirms that it is compliant with R.C. § 3517.13.
- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: Greater Cleveland Regional Transit Authority	PARTNER: Greater Cleveland Regional Transit Authority
By:	By:
Sheryl King Benford General Counsel Deputy General Manager for Legal Affairs	India L. Birdsong General Manager, Chief Executive Officer
Date:	Date:

RESOLUTION NO. 2022-10

**AUTHORIZING ELECTRIC VEHICLE CHARGING STATION PROGRAM
PARTNER AGREEMENTS BETWEEN THE NORTHEAST OHIO AREAWIDE
COORDINATING AGENCY (NOACA) AND THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY (GCRTA)**

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (NOACA) is the federally-authorized Metropolitan Planning Organization (MPO) that represents Cuyahoga County and four other Northeast Ohio counties; and

WHEREAS, the U. S. Environmental Protection Agency (EPA) has designated Cuyahoga County as either a maintenance or non-attainment area for four of the six air pollutants measured by EPA, including ozone, particulate matter (2.5) and carbon monoxide; and

WHEREAS, transportation-related uses are the highest generator of air quality pollutants especially ozone and fine particulate matter; and

WHEREAS, enhancing environmental sustainability is a key objective of NOACA's Long Range Plan ENO2050; and

WHEREAS, NOACA has received federal funding to implement an Electric Vehicle Charging Station Program that funds the construction of EV charging stations in the region; and

WHEREAS, NOACA has selected three GCRTA facilities to construct EV charging stations; and

WHEREAS, environmental sustainability is an objective defined in GCRTA's Framework for the Future Strategic Plan; and

WHEREAS, construction of EV charging stations at GCRTA facilities may assist in reducing the reliance upon high pollution generating fuel sources while providing accessible charging stations to transit customers; and

WHEREAS, providing EV charging stations at GCRTA rapid stations may encourage transit ridership; and

WHEREAS, GCRTA wishes to participate as a Program Partner with NOACA in the EV Charging Station Program; and

WHEREAS, the execution of each agreement is a condition to participate in this program.

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

Section 1. That the CEO, General Manager of the Greater Cleveland Regional Transit Authority be and is hereby authorized to enter into an Electric Charging Station Program Partner Agreement for each site with NOACA for the purpose of constructing EV charging stations at Brookpark Rapid Transit Station, Louis Stokes Rapid Transit Station at Windermere, and the Green Road Rapid Transit Station.

Section 2. That all costs associated with the design and construction of the EV charging stations will be paid for by NOACA.

Section 3. That GCRTA will be responsible for routine maintenance costs and electricity for a period of five (5) years and is permitted to charge a fee for the use of the charging stations.

Section 4. That this resolution shall take effect immediately upon its adoption.

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: AMENDMENT TO UTILITY AGREEMENT TO EXTEND ELECTRIC SERVICE TO THE NEW WARRENSVILLE VAN AKEN SUBSTATION		Resolution No.: 2022-11
VENDOR: CLEVELAND ELECTRIC ILLUMINATING COMPANY ("CEI")		Date: January 20, 2022
AMOUNT: \$163,777.12		Initiator: Engineering & Project Management
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 **PURPOSE/SCOPE:** This resolution seeks Board approval for an amendment to a utility agreement with the Cleveland Electric Illuminating Company ("CEI") for the purpose of relocating an existing duct bank in conjunction with extending electric service to the new Warrensville Van Aken Substation located north and west of the terminus of the Blue Line in Shaker Heights, Ohio.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The existing duct bank crosses a parcel owned by the City of Shaker Heights ("City") that is available for transit-oriented development. Amending the utility agreement and relocating the existing duct bank into the right-of-way of Chagrin Road and Tuttle Road will facilitate the potential for transit-oriented development. It will also prevent future disruption of electrical service to the new Warrensville/Van Aken substation.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** Amending the utility agreement will increase the cost of the electrical service installation by \$163,777.12. It is payable through the RTA Development Fund, Engineering and Project Development Department budget, including but not limited to Capital Grant OH-2018-027 for a total amount of \$49,479.97 (\$39,583.98 in federal funds which represents 80% of the cost), additional GCRTA local funding of \$32,408.59, and a contribution of \$81,888.56 from the City of Shaker Heights.
- 7.0 **ALTERNATIVES:** The RTA can refrain from amending the utility agreement with CEI at this time and utilize the existing duct line to install utility cabling and equipment. This approach would interfere with the City's plans for redevelopment of the site. Also, this approach would be inconsistent with the 1975 Mass Transit Transfer Agreement between Shaker Heights and GCRTA and the 2016 amendments thereto. Relocating the duct bank when the transit-oriented development site is under construction would interrupt electrical service to the new substation.

- 8.0 **RECOMMENDATION:** The amendment to the utility agreement was discussed with the Board of Trustees at the January 11, 2022 Operational Planning & Infrastructure Committee meeting and at the January 25, 2022 Committee of the Whole meeting. It is recommended that the Board of Trustees approve the resolution authorizing the General Manager, Chief Executive Officer to execute the amendment to the utility agreement with CEI.
- 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 2022-11

AUTHORIZING AN AMENDMENT TO AN EXISTING UTILITY AGREEMENT WITH CLEVELAND ELECTRIC ILLUMINATING COMPANY TO RELOCATE AN EXISTING DUCT BANK IN CONJUNCTION WITH EXTENDING ELECTRIC SERVICE TO THE NEW WARRENSVILLE VAN AKEN SUBSTATION (PROJECT NO. 60B) IN AN AMOUNT NOT TO EXCEED \$163,777.12

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is constructing the Warrensville Van Aken Substation at a new location north and west of the former location at the end of the Blue Line in Shaker Heights, Ohio; and

WHEREAS, Cleveland Electric Illuminating Company ("CEI") is the electricity supplier at this location; and

WHEREAS, GCRTA has a need for electric service to be extended to the new location of the Warrensville Van Aken Substation; and

WHEREAS, GCRTA executed a utility agreement with CEI to extend electric service to the new substation for a total price not to exceed \$850,520.03.00; and

WHEREAS, GCRTA and the City of Shaker Heights need to relocate an existing CEI utility duct bank to facilitate transit-oriented development just east of the terminus of the Blue Line; and

WHEREAS, GCRTA must amend the utility agreement with CEI in order to perform this relocation, and CEI is willing to amend the agreement for a net increase of \$163,777.12, and to perform the duct bank relocation; and

WHEREAS, the Ohio Revised Code Section 306.43(H)(2) provides that competitive bidding is not required when the expenditure is for goods or services, or any combination thereof, and after reasonable inquiry the board or any officer or employee the board designates finds that only one source of supply is reasonably available; and

WHEREAS, CEI has been determined to be the only source for this work; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of CEI to be in the best interest of GCRTA and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of CEI to relocate an existing duct bank in conjunction with the extension of electric service to the new Warrensville Van Aken Substation north and west of the terminus of the Blue Line in Shaker Heights, Ohio is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and is hereby authorized to amend the agreement with CEI to relocate the duct bank while constructing the extension of electric service to the new Warrensville Van Aken Substation.

Section 3. That said contract should be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2018-027, in an amount not to exceed \$49,479.97 (\$39,583.98 in federal funds which represents 80% of the cost), additional GCRTA local funding of \$32,408.59, and a contribution of \$81,888.56 from the City of Shaker Heights.

Section 4. That said agreement shall be binding upon and an obligation of the Authority contingent upon appropriation of funds; 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, as applicable; and all applicable laws relating to contractual obligations of the Authority.

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

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer

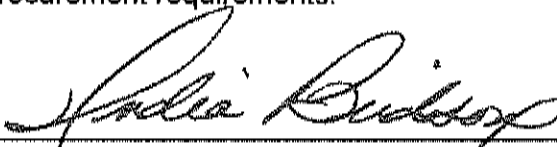


TITLE/DESCRIPTION: CONTRACT: INTERAGENCY AGREEMENT WITH SHAKER HEIGHTS PROVIDING FOR SHAKER HEIGHTS TO CONTRIBUTE TOWARDS THE COST OF RELOCATING AN ELECTRICAL DUCT BANK FOR SERVICE TO THE WARRENSVILLE/VAN AKEN SUBSTATION AMOUNT: UP TO \$114,643.98	Resolution No.: 2022-12
	Date: January 20, 2022
	Initiator: Legal
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution seeks Board approval for an interagency agreement with the City of Shaker Heights ("City") for the purpose of sharing the costs of relocating an existing electrical duct bank in conjunction with extending electric service to the new Warrensville Van Aken Substation located north and west of the terminus of the Blue Line in Shaker Heights, Ohio.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The existing duct bank crosses a parcel that is owned by the City and available for transit-oriented development. Amending the utility agreement with the Cleveland Electric Illuminating Company ("CEI) and relocating the existing duct bank into the right-of-way of Chagrin Road and Tuttle Road will facilitate the potential for transit-oriented development. It will also prevent future disruption of electrical service to the new Warrensville/Van Aken substation. Because the City has an interest in promoting development on its parcel, it has agreed to share the costs of relocating the duct bank.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Sharing the cost of the relocation of the duct bank would further the Authority's interest in promoting transit-oriented development and encourage a positive working relationship between the City and GCRTA. It will also prevent future disruption of electrical service to the new Warrensville/Van Aken substation and rail service along on the Blue Line.
- 6.0 **ECONOMIC IMPACT:** The total estimated cost of the relocation of the CEI duct bank is \$189,786.57. GCRTA would apply the \$26,009.45 cost of installing electrical service at the current location to the relocation cost. The remaining cost of \$163,777.12 would be split equally between the City and GCRTA, with each party contributing \$81,888.56. If there are any unanticipated construction costs above the \$163,777.12, the parties will split the unanticipated costs equally, until the City's total contribution reaches \$114,643.98. Thereafter, GCRTA will be responsible for any remaining unanticipated construction costs. The City's contribution will save GCRTA up to \$114,643.98 towards the cost of relocating the duct bank.

- 7.0 ALTERNATIVES: GCRTA can refrain from entering into the interagency agreement with the City, which would cause GCRTA to lose the City's contribution towards the cost of the project.
- 8.0 RECOMMENDATION: The interagency agreement was discussed with the Board of Trustees at the January 11, 2022 Operational Planning & Infrastructure Committee meeting and at the January 25, 2022 Committee of the Whole meeting. It is recommended that the Board of Trustees approve the resolution authorizing the General Manager, Chief Executive Officer to enter into an interagency agreement with the City.
- 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 2022-12

AUTHORIZING AN INTERAGENCY AGREEMENT WITH SHAKER HEIGHTS PROVIDING FOR SHAKER HEIGHTS TO CONTRIBUTE TOWARDS THE COST OF RELOCATING AN ELECTRICAL DUCT BANK FOR SERVICE TO THE WARRENSVILLE/VAN AKEN SUBSTATION IN AN AMOUNT UP TO \$114,643.98

WHEREAS, in 1975, the City of Shaker Heights ("City") and the Greater Cleveland Regional Transit Authority ("GCRTA") entered into a Mass Transit System Transfer Agreement ("Transfer Agreement"), which sets forth the respective rights and property interests between the City and GCRTA regarding the transfer of the properties and assets of the City's transit system to GCRTA, for the purpose of providing a comprehensive, coordinated public mass transportation system for Cuyahoga County; and

WHEREAS, pursuant to and in furtherance of the Transfer Agreement, the City granted certain easements to GCRTA in a Loop and Storage Yard Easement dated April 8, 1977 ("Easement") and the City leased certain property to GCRTA in a Lease Agreement dated August 10, 1976 ("Lease"); and

WHEREAS, in 2016, the City and GCRTA entered into an Amendment to Loop and Yard Permanent Easement and Transfer Agreement and Termination of Lease Agreement, wherein the City and GCRTA amended the Easement and Transfer Agreement and terminated the Lease, to reflect changes to GCRTA's facilities and the re-configuration of the intersection of Warrensville Center Rd. and Van Aken Blvd. related to the creation of potential transit-oriented development opportunities; and

WHEREAS, GCRTA is installing a new electrical substation within its Easement, as amended, just north of its Warrensville/Van Aken Blue Line Station, including the installation of high-voltage electrical power by the Cleveland Electric Illuminating Company ("CEI"); and

WHEREAS, GCRTA had previously removed an old substation from the vicinity of the Warrensville/Van Aken Blue Line Station and ceased to use the site of the old substation for transit purposes; and

WHEREAS, as part of its Van Aken District Development Project, the City has identified a potential transit-oriented development site ("Site") just east of the Warrensville/Van Aken Blue Line Station; and

WHEREAS, the CEI duct bank ("Duct Bank") that served the old substation is not currently operational and will require the installation of new cables; and

WHEREAS, the location of the Duct Bank conflicts with the potential development of the Site in the future; and

WHEREAS, both the City and GCRTA will benefit from relocating the Duct Bank in conjunction with the ongoing CEI project to provide power to GCRTA's new substation; and

WHEREAS, the City and GCRTA have reached an agreement regarding the sharing of costs related to relocation of the Duct Bank; and

WHEREAS, the General Manager, Chief Executive Officer deems the proposed interagency agreement to be in the best interest of GCRTA and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of the City of Shaker Heights ("City") to share in the costs of relocating the Cleveland Electric Illuminating Company ("CEI") duct bank ("Duct Bank") is hereby accepted. The current total estimated cost of the relocation of the CEI duct bank is \$189,786.57. GCRTA will apply the \$26,009.45 cost of installing electrical service at the current location to the relocation cost. The remaining cost of \$163,777.12 will be divided equally between the City and GCRTA, with each party contributing \$81,888.56. If there are any unanticipated construction costs above the \$163,777.12, the parties will split the unanticipated costs equally, until the City's total contribution reaches \$114,643.98. Thereafter, GCRTA will be responsible for any remaining unanticipated construction costs.

Section 2. That the General Manager, Chief Executive Officer be and is hereby authorized to enter into an interagency agreement with the City to share the costs of the relocation of the Duct Bank.

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

Adopted: January 25, 2022

President

Attest: _____
Secretary-Treasurer



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUNDS
 FOR THE PERIOD ENDED DECEMBER 31, 2021 AND DECEMBER 31, 2020

	CURRENT MONTH	PRIOR YR MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2021 YTD	2020 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
PASSENGER FARES										
CASH FARES	\$ 775,087	\$ 651,142	\$ 123,945	19.03%	3.28%	\$ 8,946,369	\$ 9,467,011	\$ (520,642)	(5.50%)	2.49%
PASS/TICKET SALES	536,533	444,484	89,049	19.82%	2.27%	5,893,593	7,219,600	(1,436,007)	(19.59%)	1.47%
CONTR - STUDENT/FARECARDS	6,985	2,370	4,615	201.21%	0.01%	1,356,313	815,645	540,668	66.27%	0.29%
U-PASS	28,280	368,000	(339,720)	(92.31%)	0.09%	1,740,948	2,222,365	(481,417)	(21.63%)	0.31%
MOBILE TICKETING	395,792	298,085	97,707	32.78%	2.69%	4,203,859	4,026,043	177,816	4.42%	2.02%
SUBTOTAL PASSENGER FARES	1,791,667	1,759,071	32,596	1.85%	7.35%	21,541,062	24,948,658	(3,407,596)	(13.66%)	5.30%
OPERATING SUBSIDIES										
SALES & USE TAX	20,832,735	18,282,065	2,550,670	13.95%	82.28%	219,341,747	210,247,468	9,094,279	4.32%	58.87%
SUBTOTAL OPERATING SUBSIDIES	20,832,735	18,282,065	2,550,670	13.95%	82.28%	219,341,747	210,247,468	9,094,279	4.32%	58.87%
OTHER REVENUE										
ADVERTISING/CONCESSIONS/COMMISSIONS	97,285	163,414	(66,129)	(40.46%)	0.43%	700,796	1,744,587	(1,043,791)	(59.87%)	0.27%
MARKETING RIGHTS/LESS COMMISSIONS	(14,057)	80,687	(94,744)	(117.43%)	(0.08%)	378,367	591,543	(213,176)	(36.20%)	0.09%
RENTAL INCOME	26,866	23,173	3,693	15.94%	0.09%	347,828	254,863	92,965	36.50%	0.09%
INTEREST INCOME	6,451	15,528	(8,877)	(57.18%)	0.01%	97,428	698,706	(601,278)	(86.05%)	0.09%
OTHER	214,678	15,174	199,504	1316.51%	0.91%	500,940	200,285	299,655	149.60%	0.13%
SUBTOTAL OTHER REVENUE	304,411	307,276	(2,865)	(0.93%)	1.36%	2,110,287	3,403,771	(1,293,484)	(37.71%)	0.33%
REIMBURSEMENTS AND OTHER SOURCES OF CASH										
FUELING/PROPANE TAX REFUNDS	71,010	63,367	7,643	12.06%	0.30%	1,422,086	3,024,791	(1,602,705)	(52.99%)	0.30%
GRANT REIMBURSEMENT (FEDERAL STATE, LOCAL MATCH)	-	19,271	(19,271)	(100.00%)	0.00%	280,235	851,963	(571,728)	(66.99%)	0.07%
PREVENTIVE MAINTENANCE (FEDERAL STATE, LOCAL MATCH)	477,905	-	477,905	-	2.01%	9,099,998	20,000,000	(10,900,002)	(54.50%)	2.17%
FEDERAL OPERATING ASSISTANCE	89,235	-	89,235	-	0.38%	2,994,018	643,449	2,350,569	365.19%	0.37%
MIXED LIABILITY RECEIPTS	71,580	15,760	55,820	354.59%	0.31%	2,528,555	2,446,516	82,039	3.35%	0.62%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	111,977,129	(111,977,129)	-	0.00%
FEDERAL ARP	-	-	-	-	0.00%	67,416,466	-	67,416,466	-	16.25%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	710,720	88,298	622,422	703.91%	1.07%	54,815,028	138,940,829	(84,125,801)	(60.54%)	13.20%
TOTAL CASH RECEIVED - GENERAL FUNDS	\$ 21,541,067	\$ 20,444,209	\$ 1,096,858	5.36%	100.00%	\$ 400,650,483	\$ 376,133,792	\$ 24,516,691	6.51%	100.00%



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
 FOR THE PERIOD ENDED DECEMBER 31, 2021

	BUDGET MONTH	CURRENT MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2021 YTD BUDGET	2021 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 818,457	\$ 775,037	(43,420)	(5.31%)	3.28%	\$ 11,384,109	\$ 8,946,369	(2,437,740)	(21.43%)	2%
PASSYCKET SALES	744,625	546,533	(198,092)	(26.73%)	1.77%	8,921,184	5,683,591	(3,237,593)	(33.94%)	1.47%
CMRD - STUBBER FARE CARDS	3,100	6,589	3,489	112.87%	0.03%	269,000	1,454,313	887,313	329.86%	0.09%
U-PASS	344,774	20,180	(324,594)	(94.44%)	0.00%	2,309,635	1,740,843	(568,792)	(24.62%)	0.11%
MOBILE TICKETING	442,372	395,702	(46,670)	(10.55%)	1.60%	4,909,971	4,301,919	(608,052)	(12.38%)	1.00%
SUBTOTAL PASSENGER FARES	2,341,229	1,738,040	(603,189)	(25.76%)	7.35%	27,814,099	21,541,042	(6,273,057)	(22.56%)	5.40%
OPERATING SUBSIDIES:										
SALES & USE TAX	18,864,240	20,832,735	1,968,495	10.43%	106.20%	215,720,056	229,341,747	13,621,691	63.20%	59.82%
SUBTOTAL OPERATING SUBSIDIES	18,864,240	20,832,735	1,968,495	10.43%	106.20%	215,720,056	229,341,747	13,621,691	63.20%	59.82%
OTHER REVENUE:										
ADVERTISING/COMMISSIONS/COMMISSIONS	106,777	97,235	(9,542)	(8.94%)	0.41%	1,151,072	780,796	(370,276)	(33.17%)	0.10%
MARKING RIGHTS LESS COMMISSIONS	158,350	(18,257)	(177,097)	(11.52%)	(0.08%)	654,843	378,367	(276,476)	(42.08%)	0.09%
RENTAL INCOME	83,834	20,856	(62,978)	(75.10%)	0.09%	671,729	347,506	(324,223)	(48.28%)	0.09%
INTEREST INCOME	80,331	6,451	(73,880)	(9.28%)	0.03%	1,069,954	97,478	(972,476)	(91.20%)	0.02%
OTHER	77,167	244,878	167,711	217.36%	0.91%	677,118	506,340	(170,778)	(25.29%)	0.05%
SUBTOTAL OTHER REVENUE	406,259	220,111	(186,148)	(45.82%)	1.36%	5,222,762	2,310,267	(2,912,495)	(55.76%)	0.13%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/COMPROANE TAX REFUNDS	250,368	71,010	(179,358)	(71.71%)	0.30%	1,234,786	1,422,306	187,520	16.09%	0.36%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATRONS)	166,526	-	(166,526)	(100.00%)	0.00%	326,712	282,335	(44,377)	(16.15%)	0.07%
PREVENTIVE MAINTENANCE (FEDERAL, STAT., LOCAL MATRONS)	6,380,391	477,905	(5,902,486)	(92.52%)	2.03%	16,841,919	9,289,899	(7,552,020)	(45.50%)	2.27%
FEDERAL OPERATING ASSISTANCE	-	89,235	89,235	100.00%	0.33%	1,494,018	1,494,018	-	0.00%	0.37%
MARSHALLS RECEIPTS	97,576	72,589	(24,987)	(24.69%)	0.31%	1,007,494	2,505,535	1,498,041	148.70%	0.37%
FEDERAL CARES ACT	-	-	-	0.00%	0.00%	-	67,416,466	67,416,466	100.00%	16.85%
FEDERAL AIRP	-	-	-	0.00%	0.00%	-	54,815,083	54,815,083	100.00%	13.70%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	6,971,132	710,729	(6,260,403)	(90.00%)	3.01%	19,413,919	177,038,487	157,624,568	81.20%	81.20%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 28,742,529	\$ 23,578,447	(5,164,082)	(17.97%)	100.00%	\$ 284,170,069	\$ 400,030,183	\$ 115,860,114	40.78%	100.00%

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

MONTH RECEIVED	2020 ACTUAL	2021 ACTUAL	2022 ESTIMATE	2021 MONTHLY ACTUAL VERSUS 2021 MONTHLY ESTIMATE		2022 VERSUS 2021 YTD % CHANGE		2022 VERSUS 2021 YTD % EST VARIANCE			
				2021 ACTUAL	2021 ESTIMATE	2021 ACTUAL	2021 ESTIMATE	2021 YTD ACTUAL	2021 YTD ESTIMATE	2021 YTD % CHANGE	2021 YTD % EST VARIANCE
JANUARY	\$18,303,734	\$18,510,754	\$18,880,969	\$18,303,734	\$18,303,734	12.82%	10.61%	\$18,510,754	\$18,880,969	12.82%	10.61%
FEBRUARY	\$18,450,264	\$17,882,308	\$18,341,954								
MARCH	\$21,219,411	\$20,684,587	\$21,077,879								
APRIL	\$16,480,465	\$16,791,242	\$17,127,067								
MAY	\$15,293,102	\$17,263,726	\$17,609,001								
JUNE	\$15,926,194	\$21,214,064	\$21,838,345								
JULY	\$13,364,639	\$20,766,582	\$21,181,914								
AUGUST	\$17,532,128	\$21,522,576	\$21,953,028								
SEPTEMBER	\$19,653,853	\$21,876,295	\$22,415,821								
OCTOBER	\$18,570,261	\$21,490,445	\$21,920,254								
NOVEMBER	\$17,081,363	\$20,328,433	\$20,251,377								
DECEMBER	\$18,282,055	\$20,832,735	\$20,588,441								
TOTAL	\$210,147,468	\$239,341,749	\$242,986,050	\$20,884,157	\$20,884,157			\$18,510,754	\$18,880,969	12.82%	10.61%

Summary:

Month

12.82% (\$2,373,413) higher than January 2021 Actual
10.61% (\$2,003,188) higher than January 2022 estimate

YTD

12.82% (\$2,373,413) higher than 2021 Actual
10.61% (\$2,003,188) higher than 2022 estimate

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF DECEMBER 31, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	12/31/2021	1/3/2021	MONEY MARKET	HUNTINGTON BANK	3	\$3,850,473	\$0	3	0.02%
	5/8/2019	5/31/2022	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	1118	\$247,412	\$389	151	2.10%
TOTAL BOND RETIREMENT FUND						\$4,097,885	\$389		0.11%
GENERAL FUND	12/31/2021	1/3/2021	MERCHANT ACCT-KEY MMKT	KEY BANK	3	\$175,117	\$0	3	0.35%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,997,500	\$10,590	821	0.25%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$7,442	1001	0.57%
	11/10/2021	3/15/2022	INCJA CP	HILLTOP SECURITIES	125	\$4,996,354	\$1,486	74	0.21%
	11/15/2021	11/15/2024	US TREASURY	STIFEL NICOLAUS	1095	\$4,995,508	\$4,983	1049	0.78%
	12/9/2021	12/9/2024	FFCB	STIFEL NICOLAUS	1095	\$4,994,785	\$2,903	1042	0.96%
	12/31/2021	1/3/2021	STAR OHIO	STATE OF OHIO	3	\$33,030,217	\$0	3	0.09%
	12/31/2021	1/3/2021	EMPLOYEE ACTIVITY FUND	KEY BANK	3	\$90,050	\$0	3	0.35%
	12/31/2021	1/3/2021	PNC CUSTODY ACCOUNT	PNC BANK	3	\$17,987	\$0	3	0.01%
	12/31/2021	1/3/2021	SALES TAX ACCOUNT	HUNTINGTON BANK	3	\$4,400	\$0	3	0.03%
	12/31/2021	1/3/2021	KEY ECR	KEY BANK	3	\$10,904,371	\$0	3	0.35%
TOTAL GENERAL FUND						\$67,206,289	\$27,406		0.29%
INSURANCE FUND	12/31/2021	1/3/2021	STAR OHIO	STATE OF OHIO	3	\$4,112,167	\$0	3	0.09%
	12/31/2021	1/3/2021	KEY ECR	KEY BANK	3	\$67,565	\$0	3	0.35%
TOTAL INSURANCE FUND						\$4,179,732	\$0		0.09%
LAW ENFORCEMENT FUND	12/31/2021	1/3/2021	LAW ENFORCEMENT	KEY BANK-SWEEP	3	\$107,442	\$0	3	0.35%
	12/31/2021	1/3/2021	STAR OHIO	STATE OF OHIO	3	\$44,044	\$0	3	0.09%
TOTAL LAW ENFORCEMENT FUND						\$151,486	\$0		0.22%
LOCAL MATCH FUND	3/17/2020	1/24/2023	LOCAL MATCH-FFCB	STIFEL NICOLAUS	1042	\$5,091,175	\$35,989	368	1.64%
	12/31/2021	1/3/2021	2019 DEBT ACCT-STAR OHIO	STATE OF OHIO	3	\$0	\$0	3	0.08%
	12/31/2021	1/3/2021	2019 DEBT ACCT-KEY ECR	KEY BANK	3	\$0	\$0	3	0.75%
	12/31/2021	1/3/2021	LOCAL MATCH-STAR OHIO	STATE OF OHIO	3	\$73,686,133	\$0	3	0.08%
	12/31/2021	1/3/2021	LOCAL MATCH-KEY ECR	KEY BANK	3	\$8,505,952	\$0	3	0.35%
	12/31/2021	1/3/2021	GRANT-ECR	KEY BANK	3	\$344,737	\$0	3	0.35%
	12/31/2021	1/3/2021	CATCH BASIN-KEY ECR	KEY BANK	3	\$101,690	\$0	3	0.35%
TOTAL LOCAL MATCH FUND						\$87,729,866	\$35,989		0.20%
PENSION FUND	12/31/2021	1/3/2021	KEY ECR	KEY BANK	3	\$86,404	\$0	3	0.35%
	12/31/2021	1/3/2021	STAR OHIO	STATE OF OHIO	3	\$1,229,592	\$0	3	0.09%
TOTAL PENSION FUND						\$1,317,995	\$0		0.11%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF DECEMBER 31, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
RTA CAPITAL FUND	12/31/2021	1/3/2021	KEY ECR	KEY BANK	3	\$5,746,446	\$0	3	0.35%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$7,644	967	0.43%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$2,000,000	\$7,442	1001	0.57%
	8/5/2021	5/22/2022	NATXNY CP	HILLTOP SECURITIES	270	\$4,994,375	\$3,083	122	0.15%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$1,595	825	0.33%
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,750	\$1,342	793	0.34%
TOTAL RTA CAPITAL FUND					\$20,240,571	\$21,107			0.34%
RESERVE FUND	3/17/2020	1/24/2023	FFCB	STIFEL NICOLAUS	1042	\$5,081,175	\$35,989	388	1.64%
	9/15/2021	5/23/2022	AGRI BANK CP	HILLTOP SECURITIES	260	\$4,993,750	\$2,675	219	0.18%
	12/31/2021	1/3/2021	KEY ECR	KEY BANK	3	\$1,555,867	\$0	3	0.35%
	12/31/2021	1/3/2021	STAR OHIO	STATE OF OHIO	3	\$87,831,268	\$0	3	0.90%
TOTAL RESERVE FUND					\$99,472,060	\$38,664			0.89%
TOTAL ALL FUNDS					\$284,395,904	\$123,554	116		0.47%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF DECEMBER 31, 2021**

Bonds	Final Maturity Date	Total Principal Outstanding 12/1/2021	Interest Payable/ 6/1/2022	Principal Payable/ 6/1/2022	Debt Service Requirement/ 6/1/2022	Interest Payable/ 12/1/2022	Principal Payable/ 12/1/2022	Debt Service Requirement/ 12/1/2022	Total Debt Requirement 2022
Series 2012-Sales Tax Rev.	Dec. 2022	2,285,000.00	57,125.00	0.00	57,125.00	57,125.00	2,285,000.00	2,342,125.00	2,399,250.00
Series 2014A-Sales Tax Rev.	Dec. 2025	6,575,000.00	147,475.00	0.00	147,475.00	147,475.00	1,535,000.00	1,682,475.00	1,829,950.00
Series 2015-Sales Tax Rev.	Dec. 2026	19,455,000.00	486,375.00	0.00	486,375.00	486,375.00	3,520,000.00	4,006,375.00	4,492,750.00
Series 2018-Sales Tax Rev.	Dec. 2027	8,105,000.00	202,625.00	0.00	202,625.00	202,625.00	1,195,000.00	1,397,625.00	1,600,250.00
Series 2019-Sales Tax Rev.	Dec. 2030	11,030,000.00	275,750.00	0.00	275,750.00	275,750.00	1,000,000.00	1,275,750.00	1,551,500.00
Total Bonds		\$47,450,000.00	\$1,169,350.00	\$0.00	\$1,169,350.00	\$1,169,350.00	\$9,535,000.00	\$10,704,350.00	\$11,873,700.00

Bond Retirement
\$4,097,885

Current Balance (Set Aside for 2021)

Monthly Set Aside Required
\$706,892

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH DECEMBER 31, 2021

MONTH	2021			2020		
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD
JANUARY	\$247,915,757	\$25,844	0.24%	\$153,025,000	\$306,867	1.94%
FEBRUARY	\$241,578,777	\$39,883	0.21%	\$147,326,500	\$177,033	1.93%
MARCH	\$233,701,962	\$31,822	0.22%	\$153,725,000	\$446,742	1.49%
APRIL	\$226,630,970	\$31,038	0.20%	\$150,720,000	\$364,880	1.17%
MAY	\$251,992,878	\$32,939	0.20%	\$187,360,000	\$234,705	0.86%
JUNE	\$287,664,318	\$51,309	0.18%	\$212,554,447	\$209,413	0.75%
JULY	\$288,788,098	\$30,698	0.19%	\$221,871,717	\$98,135	0.74%
AUGUST	\$243,356,737	\$31,714	0.19%	\$232,155,834	\$99,171	0.48%
SEPTEMBER	\$272,326,795	\$40,612	0.19%	\$236,404,000	\$28,674	0.39%
OCTOBER	\$273,878,183	\$39,359	0.18%	\$267,168,925	\$28,216	0.28%
NOVEMBER	\$265,861,732	\$27,571	0.21%	\$255,122,283	\$4,471	0.24%
DECEMBER	\$262,286,744	\$39,633	0.47%	\$240,885,693	\$9,764	0.27%
YEAR TO DATE	257,998,740	\$422,422	0.22%	\$184,786,142	\$2,008,071	0.88%
RTA AVERAGE YIELDS OVER (UNDER) INDEX			0.15%			0.24%
						0.63%

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)
DECEMBER 2021**

**BOND RETIREMENT FUND
HUNTINGTON MONEY MARKET**

\$298.52
\$298.52
\$41,268.56
\$152,327.14

DECEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**GENERAL FUND
HUNTINGTON-SALES TAX ACCOUNT
STAROHIO
KEY BANK SWEEP ACCOUNT
PNC CUSTODY ACCOUNT
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT**

\$0.46
\$6,309.86
\$138.26
\$0.84
\$1.85
\$6,451.27
\$97,478.65
\$683,290.92

DECEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**INSURANCE FUND
STAROHIO**

\$304.64
\$304.64
\$15,759.75
\$176,857.42

DECEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**LAW ENFORCEMENT FUND
KEY BANK SWEEP ACCOUNT
STAROHIO**

\$0.76
\$3.23
\$3.99
\$41.61
\$417.08

DECEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 DECEMBER 2021

LOCAL MATCH FUND
 STAROHIO-LOCAL MATCH
 STAROHIO-2019 DEBT
 KEY BANK SWEEP ACCOUNT

\$5,399.10
 \$44.91
\$60.28
 \$5,504.29
 \$115,032.78
 \$565,405.40

DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE

PENSION FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$90.09
\$0.75
 \$90.84
 \$1,012.31
 \$13,565.18

DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE

EMPLOYEE ACTIVITY ACCOUNT
 KEY BANK MONEY MARKET

\$0.79
 \$0.79
 \$12.50
 \$154.95

DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE

RTA CAPITAL FUND
 KEY BANK SWEEP ACCOUNT

\$46.90
 \$46.90
 \$3,900.27
 \$159,441.66

DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 DECEMBER 2021

RESERVE FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$2,181.35
\$13.21
 \$2,194.56
 \$118,015.22
 \$533,620.72
\$14,895.80
\$392,521.65
\$2,285,080.47

DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE
 DECEMBER 2021
 2021 YEAR TO DATE
 2020 YEAR TO DATE

TOTAL ALL FUNDS

2021 YEAR
 TO DATE
 \$392,522

DECEMBER
 \$14,896

INTEREST RECEIVED (CASH BASIS)

ACCRUED INTEREST:

BEGINNING:

ENDING:

INTEREST INCOME EARNED:

(\$91,375)
 \$123,554
 \$47,075

(\$86,211)
 \$123,554
 \$429,865

AVERAGE INVESTMENT BALANCE (COST):

\$262,288,744

\$257,998,740

AVERAGE YIELD ON INVESTMENTS:

0.47%

0.22%

**COMPOSITION OF INVESTMENT PORTFOLIO
AS DECEMBER 31, 2021**

Instrument	PRINCIPAL AMOUNT	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$4,029,992	\$4,029,991	1.42%	0.03%	3
Key Bank Sweep Account	\$215,479	\$215,479	0.08%	0.35%	3
Star Ohio	\$199,933,419	\$199,933,419	70.30%	0.09%	3
Earnings Credit Rate Account	\$27,315,231	\$27,315,231	9.60%	0.35%	3
Commercial Paper	\$14,984,479	\$15,000,000	5.27%	0.18%	113
U.S. Government Securities	\$37,917,304	\$37,750,000	13.33%	0.80%	807
Total Investment Portfolio	<u>\$284,395,904</u>	<u>\$284,244,120</u>	<u>100.00%</u>	<u>0.47%</u>	<u>116</u>

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of December 31, 2021

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

NOTE:

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

Please refer to Chapter 656 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority (Travel Policy), Administrative Procedure 074 and Board of Trustees Resolution No. 2020-80 for additional information.