

RESOLUTION NO. 2013-123

APPROVING THE 2014 TITLE VI PROGRAM UPDATE FOR SUBMISSION TO
THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Board of Trustees has been granted the power and authority, pursuant to Chapter 306 of the Ohio Revised Code, to manage and conduct the affairs of the Greater Cleveland Regional Transit Authority (GCRTA); and

WHEREAS, Title VI of the Civil Rights Act of 1964 requires GCRTA and all recipients of Federal financial assistance to operate their programs and services in a nondiscriminatory manner without regard to race, color or national origin; and

WHEREAS, the Federal Transit Administration (FTA) issued Circular 4702.1B, effective October 1, 2012, setting forth requirements and guidelines for Title VI compliance; and

WHEREAS, as set forth in the above-referenced Circular, the GCRTA Board of Trustees is required to review and approve a Title VI Program Update for submission to the Federal Transit Administration every three years; and

WHEREAS, in November 2013, the draft Title VI Program Update was mailed to all GCRTA Board members for review; and

WHEREAS, on December 3, 2013, GCRTA's Committee of the Whole considered the draft Title VI Program Update and recommended it, with refinements, to the full Board of Trustees.

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

Section 1. The 2014 Title VI Program Update, which is substantially in the form of the attachment hereto, has been reviewed and is approved for submission to the Federal Transit Administration.

Section 2. This resolution shall be effective immediately upon its adoption.

Attachment: 2014 Title VI Program Update

Adopted: December 17, 2013



President

Attest: 

CEO, General Manager/Secretary-Treasurer

Greater Cleveland Regional Transit Authority

Title VI Program Update

Submitted to:
U.S. Department of Transportation
Federal Transit Administration

February 2014

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**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
TITLE VI PROGRAM UPDATE**

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CHAPTER I

INTRODUCTION

Introduction

The U.S. Department of Transportation, Federal Transit Administration has implemented guidelines governing applicants, recipients and subrecipients of federal assistance with regard to Title VI of the Civil Rights Act of 1964. Specifically, these requirements dictate that the Greater Cleveland Regional Transit Authority (hereinafter the Authority or RTA) must ensure that no person, on the ground of race, color or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

RTA is committed to providing equality of opportunity for employees, vendors, and customers and to complying with all appropriate Federal and State laws, rules and regulations pertaining to the treatment of minorities, women, disabled persons, and Vietnam-era veterans in all facets of the Authority's activities. With regard to Title VI, RTA is equally committed to:

- Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

The U.S. Department of Transportation, Federal Transit Administration, Region V, as of September 21, 2011, approved the Authority's Title VI Program Update. The approval expires on February 17, 2014. This Program Update conforms to the requirements set forth in Circular 4702.1B, dated October 1, 2012.

CHAPTER II

POLICY STATEMENT

Title VI Policy

The Greater Cleveland Regional Transit Authority (GCRTA) is committed to ensuring that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on basis of race, color, national original, sex, age, or disability.

GCRTA, as a recipient of federal assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964, as amended, and related statutes and regulations in all GCRTA programs and activities. With regard to Title VI, GCRTA is equally committed to:

- Ensuring that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promoting full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensuring meaningful access to transit-related programs and activities by persons with limited English proficiency.

The Board of Trustees, General Manager, Chief Civil Rights Officer, management, and all employees share the responsibility for carrying out GCRTA's commitment to Title VI. The Manager of EEO and ADA Programs is responsible for the day-to-day operation of the program and receives and investigates Title VI complaints which come through the Office of Equal Opportunity.

To request additional information on GCRTA's non-discrimination obligations or to file a Title VI complaint, please submit your request or complaint in writing to:

Office of Equal Opportunity
1240 W. 6th Street
Cleveland, Ohio 44113

Complaint forms can be obtained online at the GCRTA website: www.riderta.com

CHAPTER III

- A. Title VI Notice to the Public**
- B. Title VI Complaint Procedures**
- C. Title VI Complaint Form**
- D. List of transit-related Title VI investigations, complaints, and lawsuits**
- E. Public Participation Plan**
- F. Language Assistance Plan
Minorities Participation**
- G. Public Committees and Councils**
- H. Title VI Compliance for Subrecipients**
- I. Title VI Equity and Fare Analysis**
- J. Board Meeting Minutes and Resolution**

1. TITLE VI NOTICE TO THE PUBLIC (GENERAL REQUIREMENT)

In accordance with Title VI, RTA displays a public notice to inform customers of their rights under Title VI. The notice is posted on RTA's website, RideRTA.com/oeo/. The notice is also displayed on RTA's transit vehicles (buses and rail cars), and transit facilities such as main office customer service area, and transit stations.

The Greater Cleveland Regional Transit Authority is committed to providing equality of opportunity for employees, vendors and customers and to complying with all appropriate Federal and State laws, rules and regulations pertaining to the treatment of minorities, women, disabled persons, and Vietnam-era veterans in all facets of the Authority's activities.

If you feel you have been discriminated against based on one of these characteristics, you have the right to file a complaint. For more information on your rights, or to file a complaint, you can do the following:

Title VI: Equal Opportunity Complaint Process

- Go to RideRTA.com/oeo/, download the complaint form, and mail it to:

GCRTA, Attn: Office of Equal Opportunity
1240 West 6th Street, Cleveland, Ohio 44113-1331
or fax it to (216) 781-4250
- Call Customer Service at (216) 566-5100 to verbally start the complaint process.
- Come to our administrative offices located at:

1240 West 6th Street, Cleveland, Ohio 44113-1331
and request a complaint form.

2. TITLE VI COMPLAINT PROCEDURES

This section outlines the Title VI complaint procedures related to providing programs, services, and benefits. However, it does not deny the complainant the right to file formal complaints with the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, and Federal Transit Administration, or seek private counsel for complaints alleging discrimination, intimidation or retaliation of any kind that is prohibited by law.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance.

GENERAL

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, or national origin as noted below may file a written complaint with the Greater Cleveland Regional Transit Authority's Office of Equal Opportunity, 1240 W. 6th Street, 6th Floor, Cleveland, Ohio 44113. Complainants have the right to complain directly to the appropriate federal agency. Every effort will be made to obtain early resolution of complaints. The option of informal meeting(s) between the affected parties and the Manager of EEO & ADA Programs may be utilized for resolutions. The Manager of EEO & ADA Programs will notify the Deputy General Manager, Legal Affairs/Civil Rights Officer of all Title VI related complaints as well as all resolutions.

PROCEDURE

1. The complaint must meet the following requirements:
 - a. Complaint shall be in writing and signed by the complainant(s). In cases where Complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Manager of EEO & ADA Programs will interview the Complainant and assist the person in converting verbal complaints into writing. All complaints must, however, be signed by the Complainant or his/her representative.
 - b. Include the date of the alleged act of discrimination date when the Complainant became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.
 - c. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.
 - d. Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.
2. Upon receipt of the complaint, the Manager of EEO & ADA Programs will determine its jurisdiction, acceptability, need for additional information, as well investigate the merits of the complaint.
3. The Complainant will be provided with a written acknowledgement that GCRTA has either accepted or rejected the complaint.

4. A complaint must meet the following criteria for acceptance:
 - a. The Complaint must be filed within 180 days of the alleged occurrence.
 - b. The allegation must involve a covered basis such as race, color or national origin, age, gender, or disabled.
5. A complaint may be dismissed for the following reasons:
 - a. The Complainant requests the withdrawal of the complaint.
 - b. The Complainant fails to respond to repeated requests for additional information needed to process the complaint.
 - c. The Complainant cannot be located after reasonable attempts.
6. Once GCRTA's Office of Equal Opportunity decides to accept the complaint for investigation, the Complainant will be notified in writing of such determination. The complaint will receive a case number and will then be logged in a database identifying Complainant's name, basis, alleged harm, race, color and national origin of the Complainant.
7. In cases where GCRTA's Office of Equal Opportunity assumes the investigation of the complaint, within 90 calendar days of the acceptance of the complaint, GCRTA's EEO Manager will prepare an investigative report for review by the Deputy General Manager, Legal Affairs. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
8. The investigative report and its findings will be reviewed by the Deputy General Manager, Legal Affairs, and in some cases the investigative report and findings will be reviewed by GCRTA's Legal Counsel. The report will be modified as needed.
9. The Manager of EEO & ADA Programs will make a determination on the disposition of the complaint. Dispositions will be stated as follows:
 - a. In the event GCRTA is in noncompliance with Title VI regulations or there is enough evidence to substantiate the allegation, a stakeholders' meeting is conducted. A stakeholders meeting includes all the managers and executives that may be involved in a discussion of resolution or disciplinary action.
10. Notice of Manager of EEO & ADA Programs' determination will be mailed to the Complainant. Notice shall include information regarding appeal rights of Complainant and instructions for initiating such an appeal. Notice of appeals are as follows:
 - a. GCRTA will reconsider this determination if new facts come to light.
 - b. If Complainant is dissatisfied with the determination and/or resolution set forth by GCRTA, the same complaint may be submitted to the FTA for investigation. Complainant will be advised to contact the Federal Transit Administration, Office of Civil Rights, 1760 Market Street, Suite 500, Philadelphia, PA 19103, Telephone 215-656-7100.

11. A copy of the complaint and GCRTA's investigation report/letter of finding and Final Remedial Action Plan, if appropriate, will be issued to FTA within 120 days of the receipt of the complaint.
12. A summary of the complaint and its resolution will be included as part of the Title VI updates to the FTA.

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
EQUAL OPPORTUNITY DISCRIMINATION CUSTOMER COMPLAINT FORM**

GCRTA is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color of nation origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require assistance in completing this form please contact the Office of Equal Opportunity by calling (216) 566-5068. The completed form must be returned to GCRTA Office of Equal Opportunity, Manager of EEO and ADA Programs, 1240 West Sixth Street, Cleveland, OH 44113-1331

Section I:

Today's Date: _____

Your Name:
Home Address:
City, State & Zip Code:
Home Telephone No.:
Work Telephone No.:
Cellular Telephone No.:

Section II:

Law prohibits discrimination on the basis of the categories shown below. Check those categories, which you feel apply to the discrimination you experienced.

- Age Age 40 or over
- Color Color of skin, including shade of skin within group.
- Disability Physical or mental disability.
- FMLA Denial of Family and Medical Care Leave; eligible employees are entitled to take up to 12 weeks, unpaid, job protected leave each year for specific medical and family reasons.
- Gender (Sex) Male or female, and including pregnancy.
- National Origin National birth site; May also include person's language or accent.
- Race Belonging to one of the racial groups including: African American, Alaskan Native, American Indian, Asian, Filipino, Hispanic, Pacific Islander and White.
- Religion Spiritual beliefs.
- Retaliation Retaliation for filing an EEO discrimination complaint or for

- Sexual Harassment opposing illegal discriminatory employment practices.
Unsolicited and/or unwelcome sexual advances, including the
creation of a hostile work environment.
- Veteran Status Service in the Uniformed Services.

Section III:

What is the most recent date that the discrimination occurred? _____

Have you had contact with the Office of Equal Opportunity? No Yes

If yes, when was your initial contact with OEO? _____

What type of contact did you have? Telephone? Office Visit? Letter? Mail?

Section IV:

Name of the person or persons responsible for the harm you feel you suffered:	Job Title(s) and/or ID Number:
Location(s) of the occurrence(s):	Route No. and/or Bus No.:
Time(s) of the occurrence(s):	Direction: Eastbound or Westbound
Brief description of the person or persons (ie. gender, race, height, etc.):	

Section V:

What type of harm or discriminatory action was taken against you?

- Service
- Accommodation
- Hostile environment
- Other

If "Other," please specify:

Section VIII:

Have you filed a complaint regarding these allegations with any other person, organization or agency?

- No
- Yes If yes, please specify: Equal Employment Opportunity Commission
- Ohio Civil Rights Commission
- State Employment Relations Board
- Supervisor, please specify: _____
- Other, please specify: _____

Have you spoken to anyone else about this situation?

- No
- Yes

If "Yes," please specify who and what was discussed.

Section IX:

Did anyone witness the harm or discrimination you suffered? No Yes

If "Yes," please indicate who and what they witnessed.

Please mail this form to:

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
Manager of EEO & ADA Programs
1240 West 6th Street, Rm. 641
Cleveland, Ohio 44113-1331

Public Transportation-related Title VI Investigations, Complaints, or Lawsuits

	Date	Summary	Status	Action(s) Taken
Investigations/Complaints				
11-03-01	03/25/2011	Race	Closed due to lack of information	A letter was sent to the complainant requesting additional information to conduct a formal investigation. There was no response.
11-03-02	03/14/2011	Race	Closed	Investigation conducted by OEO and Transit Police and resulted to a No Probable Cause finding.
11-05-02	05/27/2011	National Origin	Closed	Investigation resulted in a No Probable Cause finding. However, the employee received training.
11-08-01	08/15/2011	Race	Closed	Investigation resulted in a No Probable Cause finding. However, in an effort to ensure that the service is equitable for all our passengers: monitoring, training and effective recruitment efforts of minority Officers will be implemented.
13-07-01	07/02/2013	Race	Closed	Investigation resulted in a No Probable Cause finding in regards to race discrimination.

Greater Cleveland Regional Transit Authority Public Involvement Process

It is the policy of the Greater Cleveland Regional Transit Authority to encourage public involvement and participation in the decision-making process regarding issues impacting the Authority's customers including but not limited to service reductions and fare modifications. (Resolution No. 1995-25)

Out Reach Efforts

RTA aggressively solicits comment and customer feedback from interested parties related to major decisions impacting service and fares.

Public comment and participation is solicited in a number of ways including:

- Public Hearings and/or Community Meetings
- Letters written to RTA
- Comments received via the RTA web site
- Social media: Facebook and Twitter
- RTA's Citizens Advisory Board
- Direct communications with elected officials and community leaders
- E-mails to public comment mailbox.

Public Meetings

Public meetings are a critical element of the Authority's community involvement program. Meetings are held with the primary objectives of sharing information related to specific changes as well as soliciting feedback from interested parties.

Typically meetings are held in affected neighborhoods, allowing those audiences that may be impacted by proposed changes, easy access to provide comment. Locations are easily accessible by public transportation and all facilities are ADA compliant.

Notification of meetings are posted at least two weeks in advance in the Cleveland Plain Dealer as well as the Call and Post (weekly publication targeting Northeast Ohio's African-American community). Scheduled meetings are also promoted in the Authority's customer newsletters, signage posted on revenue vehicles, audio announcements aired in passenger facilities as well as postings in various media outlets.

The format of the meeting/hearing varies based on the audience and magnitude of the proposed change. In most cases, an "open-house" type meeting is held, that spans several hours and is typically conducted in communities that may potentially be impacted by the proposed changes. The meeting would begin with RTA staff providing a detailed description of the changes proposed, followed by a period of open comment from meeting attendees. Throughout the meeting, staff would be present to respond directly to customer inquires and questions.

To encourage the participation of those with a hearing impairment, RTA provides sign language interpreters to more effectively communicate with this audience. Additionally, a court reporter is present to capture an accurate transcript of comments provided by attendees. These comments are later reviewed and interpreted by the Authority's Service Planning staff and incorporated into the final recommendations prepared for management's consideration.

To better address the needs of those individuals with language barriers, Spanish-speaking staff members are present to provide those translation services.

Consideration of Public Comment and Feedback

All comments received regarding proposed changes are reviewed and summarized by Authority staff including Marketing, Service Management, Office of Management & Budget and Finance. After a general review is completed, staff from affected departments will share information received from the public along with revised recommendations to the Authority's General Manager, Deputy General Manager of Operations, Executive Director of the Office of Management and Budget and other key executive staff for final determination. The final recommendations take into full consideration comments received through the public involvement process. RTA staff is committed to faithfully representing all comments received, positive as well as negative, when presenting the results to the Management Staff.

Recommendations endorsed by the Executive Management Team are taken to the Authority's Board of Trustees for final action or acceptance.

Responsibilities

The Service Management Department, and the Office of Management and Budget are responsible for the following:

- Develop proposals for consideration related to service modifications and fare increases
- Develop and implement the community involvement plan to solicit customer comments
- Review and summarize the comments
- Based on public comment and input, revise recommendations
- Package final recommendations for approval by the Board of Trustees.

The Marketing Department is responsible for the following:

- Maintain all documentation related to the public participation process
- Placement of legal notices promoting public meetings at least two weeks prior to scheduled events. Also responsible for the development of other

- o communication strategies to promote the meetings (signs, media releases, flyers)
- Compile and maintain the public comment file for all comments received through all sources (meetings, e-mails, letters)
- Coordinate use of web-based media for both posting of information as well as collecting customer comments
- Determine the best format for the meeting
- Make all arrangements for public meetings including but not limited to: securing the meeting space, retain hearing interpreters, court reporters, as well as development and production of all collateral materials for the meeting
- Communicate with elected officials and community leaders in affected areas prior to meetings to review proposals and solicit comment.

Summary of Outreach Activities since last Title VI submission

During the period of January 2011 through December 2013, there were no triggering events (major service reductions and/or fare increases), that required the activation of the Authority's Public Participation Plan.

**LIMITED ENGLISH PROFICIENCY (LEP) FOUR
FACTOR ANALYSIS AND LANGUAGE ASSISTANCE
PLAN.**

Submit Limited English Proficiency (LEP) four factor analysis and language assistance plan (including description of how the factors are addressed, where data was obtained, and results)

DRAFT
Limited English Proficiency Plan
Greater Cleveland Regional Transit Authority
November 27, 2013

INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the **Greater Regional Transit Authority (RTA)** responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all RTA departments receiving federal grant funds.

Plan Summary

The RTA has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the RTA used the four-factor LEP analysis, which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the RTA.
2. The frequency with which LEP persons come into contact with RTA services.
3. The nature and importance of services provided by the RTA to the LEP population.
4. The interpretation services available to the RTA and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

The number or proportion of LEP persons in the service area who may be served or are likely to require RTA services.

The RTA staff reviewed the 2007-2011 American Community Survey 5-Year Estimates for Cuyahoga County, Ohio for the 1,209,889 population 5 years and over, and determined that 136,393 individuals in RTA's service area or 11.3% of the population speak a language other

than English. Of those, 49,485 individuals have limited English proficiency; that is, they speak English less than "very well" or "not at all." This is only 4.1% of the overall population in the service area. Table 1 provides a breakdown of the language groups spoken at home in our service area.

Table 1 – Languages Spoken at Home: Cuyahoga County

Item	Cuyahoga County, OH 2007-2011 ACS	
	Total	Percent
LANGUAGE SPOKEN AT HOME		
Population 5 years and over	1,209,889	100.00%
English only	1,073,496	88.7%
Language other than English	136,393	11.3%
Speak English less than "very well"	49,485	4.1%
Spanish	41,777	3.5%
Speak English less than "very well"	14,572	1.2%
Other Indo-European languages	58,738	4.9%
Speak English less than "very well"	21,271	1.8%
Asian and Pacific Islander languages	19,180	1.6%
Speak English less than "very well"	9,216	0.8%
Other languages	16,698	1.4%
Speak English less than "very well"	4,426	0.4%

Source: American Community Survey, 2007-2011, Table B16004

In RTA service area, of the 4.10% of persons with limited English proficiency largest group is the 1.20% that speak Spanish, in addition 0.37% speak Chinese, 0.32% speak other Slavic languages, 0.29% speak Russian, 0.27% speak other Indo-European languages, 0.23% speak Arabic, 0.18% speak Serbo-Croatian, 0.14% speak Polish, 0.14% speak Indic languages, 0.13% speak Italian, 0.12% speak German, 0.10% speak other Asian languages, and 0.61% speak all other languages.

The frequency with which LEP persons come in contact with RTA services are the following:

- Customer Call Center
- Paratransit Reservation Center
- Paratransit Customer Registration (Disabled/Senior Transportation)
- Travel Trainers
- Transit Police

The RTA staff reviewed the frequency with which their staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits.

Table 2- Requests for Spanish Assistance at RTA Customer Call Center

Year	Total Calls	Calls Requesting Spanish	Percentage
2010	538,253	979	0.18%
2011	550,858	950	0.17%
2012	509,056	742	0.15%

In addition, RTA does have translation service available from Cleveland State University. There is no tracking of usage.

Paratransit Reservation Center

The Paratransit registration center is located at the Paratransit District Garage and not within the Main Office Building. The primary language barrier has been Spanish, which is normally handled by a Spanish-speaking dispatcher, if required. Some callers will have a family member or friend available on the phone for translation.

Paratransit Customer Registration (Disabled/Senior Transportation)

The Paratransit registration is located within the Main Office Building. It access and registers individuals for reduced fares. According to staff, seven to eight times a week one of the Spanish-speaking RTA staff members is required to assist. Otherwise, most individuals with limited English skills will bring a family member or friend to assist in the translation.

Travel Trainer(s)

RTA Travel Trainer(s) are employed to train and educate people on using RTA services. As part of their responsibility, they present to schools and other groups to inform them on how to ride RTA. They also provide one-on-one training to customers with disabilities.

The Travel Trainer(s) have not experience a high level of LEP individuals. However, when needed a translator was arranged either from RTA, through the school district, or via a family member.

Transit Police

Transit Police encounters with non-English speaking individuals is not a regular occurrence. In the event a translator is needed, a Spanish-speaking Transit Police officer or other Spanish speaking RTA or first responder individual has been available to assist.

In summary, there is no large geographic concentration of any type of LEP individuals in the service area for the RTA. The overwhelming majority of the population, 88.7% speak only English. As a result, there are few social, service, or professional and leadership organizations within the RTA service area that focus on outreach to LEP individuals. The RTA staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from staff of impacts on service area services and attendance at meetings.

Importance of LEP Persons to RTA Service

RTA's Critical Services

RTA has determined the following components could be considered critical services in support of providing public transportation:

- Fixed Routes: schedules, bus / rail car evacuation procedures, station / transit center emergency egress, fare vending
- Paratransit: call takers for arranging service
- Public Hearings: translators available for hearings regarding service changes
- Transit Police: emergency calls, fare enforcement

Potential Consequences of Language Barriers

The critical services above can be divided into three groupings for potential consequences: basic service usage; emergency procedures; and public hearings.

For basic service usage, the consequence would be that the LEP individual potentially could not obtain the transportation service required. In most cases, this would be an inconvenience to the LEP individual until appropriate translation or assistance is provided. It would not impact life safety.

For emergency procedures, it is feasible that there may be an occurrence where an LEP individual would need to evacuate an RTA vehicle or building for life safety purposes. In almost all situations involving a vehicle, the LEP individual would be with operating personnel who would ensure that the individual was evacuated safely. In the rare situation of the operator being unable to assist, other passengers or first responders would be able to provide help. In addition, recent updates to the safety evacuation signage on busses and trains provide most information pictorially, with limited usage of written instructions. Within RTA facilities, universal exit signage is utilized to direct all patrons out of the facility or to an area of safe refuge.

For public hearings, the consequence would be the inability for the LEP individual to understand and provide comment on the proposed service changes or other issues. This may result in an unintentional under-representation of the impact to the greatest number of LEP persons within the limits of RTA's resources.

The resources available to the RTA, and overall costs to provide LEP assistance.

The RTA reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and contacted local citizens that would be willing to provide voluntary Spanish translation if needed within a reasonable time period. Other language translation if needed would be provided through bilingual staff or a telephone interpreter line for which the RTA would pay a fee, if necessary.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to RTA services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the RTA staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All RTA staff will be provided with language identification cards to assist in identifying the language interpretation needed if the occasion arises.
- All RTA staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the RTA sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for translation at future events.

Language Assistance Measures

Although there is a very low percentage of LEP individuals in the RTA service area, that is, persons who speak English less than "very well" or "not at all", it will strive to offer the following measures:

1. The RTA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
 - Volunteer or staff interpreters for the Spanish language are available and will be provided within a reasonable time period.
 - Language interpretation will be accessed for all other languages through a telephone interpretation service.

STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of interpreter service provider's language identification cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the RTA will be required to follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The RTA weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LEP population, the RTA does not have a formal outreach procedure in place. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the RTA will consider the following options:

- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.
- RTA will assess requests for translation of documents based on the possible impacts and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan- The RTA will update the LEP Plan as required. The plan will be reviewed and updated periodically, or when it is clear that higher concentrations of LEP individuals are present in the RTA service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the RTA financial resources are sufficient to fund language assistance resources needed.
- Determine whether the RTA fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

DISSEMINATION OF THE RTA LEP PLAN

- Post signs in RTA service area notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at RTA.
- Post on RTA website the LEP Plan and how to access language services.

CITIZENS ADVISORY BOARD	
MEMBER COMPOSITION: SEX/ETHNICITY	
African American Male	4
African American Female	2
Hispanic Female	1
White Male	11
White Female	2
Total Members	20

The Citizens Advisory Board (CAB) is comprised of representatives selected from public and private agencies, consumer groups, interested individuals and users of the transit system. The CAB is transit-related group of volunteers that meets monthly to discuss relevant issues pertaining to the operations of the Authority. Members of the CAB work to increase citizens' participation in community activities and involve the public in transit decision-making.

Title VI Compliance for Subrecipients

A subrecipient is an entity or person that indirectly receives federal financial assistance to implement a program or activity, which subjects them to Title VI compliance responsibilities. RTA has two subrecipients: the **Senior Transportation Connection (STC)** and the **Cleveland Museum of Art**.

- I. The **STC** is a 501(c)(3) nonprofit organization designed to centralize and coordinate senior transportation services in Cuyahoga County. Organized in 2005, the objectives of STC are to provide enhanced transportation services to older adults through coordinated systems and providers; create and implement a senior transportation delivery model that enhances efficiency, cost effectiveness and coordination of services; consolidate and manage multiple funding sources that support senior transportation; and advocate a concept of senior mobility that ensures that a comprehensive range of service options are available to senior consumers.

The RTA offered to coordinate the procurement and administration of three (3) dedicated mobility vehicles on behalf of the STC. Specifically, STC entered into a subrecipient agreement with the RTA for pass-through of Federal funds and is responsible for the local share. Please see the attached resolution.

- II. The **Cleveland Museum of the Art** is an art museum situated in the Wade Park District, in the University Circle neighborhood on Cleveland's east side. Internationally renowned for its substantial holdings of Asian and Egyptian art, the museum houses a diverse permanent collection of more than 43,000 works of art from around the world. The museum has remained historically true to the vision of its founders, keeping general admission free to the public and with a \$600 million endowment it is "one of the wealthiest in the nation.

The Cleveland Museum of Art undertook a mass transportation project within Cuyahoga County, specifically, the expansion of an intermodal transit facility that was funded in part by federal funds. The RTA acted as the recipient of federal funds for and on behalf of the Museum, permitted the pass through of federal funds for the Project. As a recipient of FTA funds, the RTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration. Please see the attached agreement and resolution.

RESOLUTION NO. 2006-235

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A
SUBRECIPIENT AGREEMENT WITH THE SENIOR TRANSPORTATION
CONNECTION OF CUYAHOGA COUNTY (STC)

WHEREAS, the Cuyahoga County Senior Transportation working group issued its final report on July 9, 2004, identifying the need for organizational alternatives to improve and expand the delivery of senior transportation services in Cuyahoga County; and

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) was a participating member of the Senior Transportation working group and is the appointing authority for one director to the Board of Directors of the STC; and

WHEREAS, on February 3, 2005, the Senior Transportation Connection of Cuyahoga County (STC) was incorporated in the State of Ohio as a non-profit corporation; and

WHEREAS, in December, 2005, the Board of Trustees authorized, by Resolution 2005-184, GCRTA's assistance to the STC; and

WHEREAS, the GCRTA desires to assist the STC by acting as a recipient and pass-through for Federal funds to the STC.

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

Section 1. That the Board of Trustees of the Greater Cleveland Regional Transit Authority hereby authorizes a subrecipient agreement with the Senior Transportation Connection of Cuyahoga County for the pass-through of Federal funds.

Section 2. That the General Manager is authorized to enter into a Subrecipient Agreement with the STC substantially in the form of the Agreement attached hereto as "Exhibit A."

Section 3. That the remaining terms of said Agreement shall be as is agreed to by the parties, as is permitted by State and Federal law, in accordance with this Board's Policies and all other regulations governing the conduct of the GCRTA.

Section 4. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to accept the Federal funds made available and received pursuant to grants for which these applications are made, and to reimburse the STC as it expends such funds consistent with the provisions of any Federal grant and the Subrecipient Agreement.

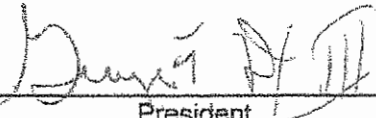
Section 5. That the Subrecipient Agreement is consistent with all local and Federal regulations and statutes and will be implemented accordingly.

Resolution No. 2006-235
Page 2

Section 6. That this Resolution shall take effect immediately upon its adoption and execution by the President of the Board of Trustees.

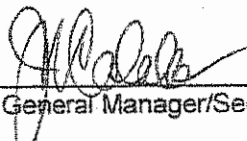
Attachments: Federal Funds Subrecipient Agreement

Adopted: December 19, 2006



President

Attest:



CEO, General Manager/Secretary-Treasurer

EXHIBIT 1

FTA MASTER GRANT AGREEMENT (FORM MA12)

A copy of the Master Grant Agreement is attached hereto and incorporated herein by reference.

Incubator Services Agreement

This Agreement is entered into as of April 3, 2006, by and between the Senior Transportation Connection of Cuyahoga County ("STC"), a nonprofit corporation established under Ohio law, with its mailing address at 323 Lakeside Avenue West, Suite 400, Cleveland, Ohio 44113, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a political subdivision of the State of Ohio, located at 1240 West 6th Street, Cleveland, Ohio 44113-1331.

Whereas, as the result of a comprehensive strategic planning process, a new hybrid human service/ public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County; and

Whereas, as part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system; and

Whereas goals of the STC *"to provide comprehensive, coordinated, efficient and affordable transportation to seniors in Cuyahoga County,"* will benefit GCRTA, are consistent with, and will further the GCRTA's goal of *"enhancing mobility for the transit dependent;"* and

Whereas, the GCRTA desires to assist the STC by providing "incubator" services to the STC;

Whereas the GCRTA will provide the consultation, management experience, and leadership needed to advance the STC's development, and to increase its opportunity for success;

Now therefore, in consideration of the foregoing, and of the premises and mutual covenants, promises and representations contained herein, the parties agree that GCRTA will, to the extent approved by its Board of Trustees, support the STC by contributing business incubation services-as follows:

I. Accounting and Financial Functions.

A. Accounting. The GCRTA shall consult and advise with the STC in obtaining and/or establishing its basic accounting and auditing systems, including but not limited to, the development and implementation of financial management procedures, developing organizational and grant budgets, monitoring expenses and revenues, maintaining accounts, processing payroll, and conducting audits.

B. Fiscal Agent. If requested by the STC, the GCRTA may serve as the STC's fiscal agent for the application, receipt and/or disbursement of state and federal funds awarded by grant or appropriation. Should the GCRTA act as a designated federal funds recipient for the STC, then the STC shall execute a federal funds subrecipient agreement substantially in the form of the attached Exhibit A.

C. General Procurement. The GCRTA shall consult and advise the STC in its procurement functions and policies. All procurement actions by GCRTA for or on behalf of the STC shall be governed by applicable federal, state and local laws, regulations, and are subject to the STC Board of Directors' approval. Without limiting the generality of the foregoing, the GCRTA shall consult and advise the STC in such procurement matters as the development and implementation of written purchasing procedures, instituting proper management controls to ensure that all purchases are necessary or appropriate, developing purchasing specifications and conducting cost and price analyses, and the actual procurement of equipment, supplies and services for or on behalf of the STC.

II. **Technical Assistance and Technological Functions**

A. Trapeze Software. The GCRTA, at the request of the STC, shall procure from the Trapeze Software Group ("Trapeze") rights for the STC, as a sublicensee under the GCRTA contract with Trapeze, to use Trapeze scheduling software in STC operations. This right to use as a sublicensee shall be subject to all GCRTA and Trapeze terms and conditions and shall be subject to renewal on an annual basis. STC shall take no action or fail to take any action that would cause GCRTA to be in breach of its agreement with Trapeze Software Group as that agreement now exists or may exist in the future. STC shall reimburse the GCRTA for the GCRTA's out of pocket costs and expenses incurred to third parties for providing the STC the right to use Trapeze software plus any annual maintenance costs associated with the STC use. The procurement of the sublicense and the STC's right to use Trapeze software shall be subject to a separate agreement between GCRTA and STC, the terms and conditions of which shall be consistent with this incubator services agreement (the "Trapeze Services Agreement").

B. Installation of Trapeze Software and Supporting Equipment. The GCRTA shall assist the STC and/or its designee service providers to install and maintain the Trapeze Software equipment, and train end-users, under the terms and conditions specified in the Trapeze Services Agreement or future sublicensee agreements or any separate agreement(s). The GCRTA shall consult and advise with the STC in obtaining or acquiring any supporting equipment necessary to make the Trapeze Software and related equipment fully operational

C. Vehicle Replacement Plan. The GCRTA will consult and advise with the STC in developing a vehicle monitoring and replacement schedule for use by designated service providers, as well as policies and procedures for ownership and or leasing vehicles replaced under such replacement schedule. The GCRTA

will also consult and advise with the STC in developing vehicle performance and maintenance guidelines for the designated service providers.

III. Administrative Functions

A. Personnel and Human Resources. The GCRTA agrees to consult and advise with the STC in the preparation of written personnel policies and staffing plans for the STC, as well as training and testing of drivers employed by designated service providers of the STC.

B. Lease of space and facilities. Upon completion of its Brooklyn garage and office facility rehabilitation, GCRTA shall make available to STC administrative office space, consistent with GCRTA's current design plans, under a long term lease. The lease of space to STC shall be by separate agreement between the parties and shall be on commercially reasonable terms, and shall be subject to all applicable Federal Transit Administration Rules and Regulations. Until such time as the Brooklyn garage is completed, the GCRTA, at the STC's option and request, will provide similar space to the STC in another available and suitable GCRTA location within Cuyahoga County, Ohio.

IV. Compensation. The GCRTA will donate reasonable expenses in the incubation of the STC. However, unless provided otherwise by separate agreement, GCRTA shall be compensated for its out of pocket costs incurred to third parties in providing goods or services pursuant to this agreement. GCRTA will not bill the STC for wages, salaries or other compensation paid to any employee of the GCRTA unless such expense becomes unreasonable and the STC agrees to pay a portion or all of such expense in a separate writing signed by the STC or as the parties may otherwise agree in a separate writing. To the extent possible, costs that are to be compensated hereunder shall be identified by GCRTA prior to delivery and shall be subject to the approval of STC.

V. Compliance with law. GCRTA and STC each agrees to comply fully with all applicable federal, state and local laws, regulations, executive orders and other legal requirements, as the same may be amended from time to time.

VI. Audits & Inspections. STC agrees to submit to GCRTA and/or the FTA such data reports, records, contracts, financial records and other documents as may be required from time to time by one or both, to verify compliance with the terms of this agreement or any applicable law or legal directive and to permit the audit or inspection of any record or document upon reasonable notice by the GCRTA or FTA for such purpose.

VII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

VIII. Termination. This agreement may be terminated by either party upon the giving of 90 days notice to the other party.

IX. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any changes or modifications hereto shall be made and agreed to in writing.

XI. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections in this Agreement.

X. Severability . If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity or enforcement of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

XI. Notices. All notices required to be given or made hereunder shall be given or made in writing by facsimile transmission, hand delivery, or ordinary United States Mail, return receipt requested, to the address of each party set forth above.

XII. Law of Ohio. Except as otherwise provided herein, this Agreement shall be construed in accordance with the laws of the State of Ohio.

- a. **XIII Insurances.** During the term of this agreement, the STC shall maintain insurances of the types and amounts that are usual and customary, taking into account the nature and extent of the STC's operations and properties. At a minimum, STC will maintain the following: Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and or property damage. GCRTA shall be named as an additional insured for any losses arising out of its activities associated with the STC and the policy shall be written on an occurrence basis.
- b. Statutory Workers' Compensation coverage in compliance with state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

This Incubation Agreement does not cover vehicle operation. Prior to vehicle operations by the STC, if any, the STC shall provide evidence of vehicle liability insurances acceptable to the GCRTA.

XIV. Indemnification. With respect to work performed by STC, its contractors or agents, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that arise from, from the breach of this Agreement by the STC, or as a result of the negligence of the STC or its contractors, and the STC shall at its own expense defend GCRTA in all litigation, pay all reasonable attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its, satisfy and cause to be

discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees resulting from the same. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this or any other agreement.

XV. Term of agreement. The initial term of this agreement for incubation services shall expire on December 31, 2006, and shall continue thereafter on a month to month basis unless terminated earlier in accordance with the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Incubator Services Agreement at Cleveland, Ohio as of the date first above written.

Senior Transportation Connection of
Cuyahoga County

By:



Timothy F. Hagan, Chairman of the
Board

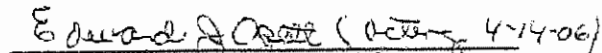
Greater Cleveland Regional Transit
Authority

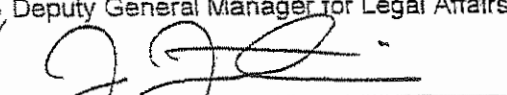
By:



Joseph A. Calabrese, CEO
General Manager/Secretary-
Treasurer

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


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


Thomas J. Tarantino
Climaco, Leikowitz, Peca, Wilcox & Garofoli Co, LPA
Legal Counsel, Senior Transportation Connection
of Cuyahoga County

Federal Funds SubRecipient Agreement

This Agreement is made this _____ day of _____, 2005, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6th Street, Cleveland, Ohio 44113 and Senior Transportation Connection of Cuyahoga County (STC) located at _____.

WHEREAS, the GCRTA is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and in particular the Federal Transit Administration; and

WHEREAS, Senior Transportation Connection of Cuyahoga County (STC) is undertaking a mass transportation project (herein referred to as the "Project") within Cuyahoga County that will be funded in whole or in part by federal funds; and

WHEREAS the GCRTA will act as the recipient of federal funds for and on behalf of Senior Transportation Connection of Cuyahoga County (STC) permitting the pass through of federal funds for the Project, and:

WHEREAS, the contracts for financial assistance will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including the provision of the local share of project costs; and

WHEREAS, as a recipient of FTA funds, the GCRTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to include appropriate clauses in each subagreement stating a subrecipients responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders.

NOW THEREFORE, in consideration of their mutual promises and the receipt of federal monies, the GCRTA and Senior Transportation Connection of Cuyahoga County (STC) agree as follows:

1. Federal Law & Regulations. Senior Transportation Connection of Cuyahoga County (STC) acknowledges that it is a subrecipient of federal funds and as such subrecipient agrees that it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees as they may be amended from time to time during the course of this contract including the FTA Master Grant Agreement (MA12), a copy of which is attached hereto. Senior Transportation Connection of Cuyahoga County (STC) shall be responsible for local match requirements, if applicable. All FTA mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained in this herein. Senior Transportation Connection of Cuyahoga County (STC) shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request that would cause GCRTA to be in violation of FTA terms and conditions. Senior Transportation Connection of Cuyahoga County (STC) agrees to be bound by and to require all of its subcontractors or subrecipients at any

level to be in compliance with all mandatory federal requirements as they may be amended including, but not limited to:

- (a) Prompt payment of subcontractors - (49 CFR Part 26)
- (b) Restrictions on lobbying - (49 CFR Part 20)
- (c) Civil Rights - (49 USC 5332; 42 USC 2000d et seq.; 49 CFR Parts 21, 25, 26, 27, 37, 38, and 609; Title VII of the Civil Rights Act of 1964, as amended; 42 USC 2000e; 41 CFR Part 60 et seq; Executive Order 11246; 20 USC 1681 et seq.; 42 USC 6101 et seq.; 49 USC 5301(d); 29 USC 794; 42 USC 12101 et seq.; 42 USC 4151 et seq.; 36 CFR Part 1192; 28 CFR Parts 35 and 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; 36 CFR Part 1194; 21 USC 1174 et seq; 42 USC 4581 et seq., 42 USC 290dd-3 and 290ee-3)
- (d) Access to records (49 USC 5325(a))
- (e) Patent Rights - (35 USC 200 et seq.; and 37 CFR Part 401)
- (f) Employee Protections - (40 USC 3141 et seq.; 49 USC 5333(a); 40 USC 3701 et seq.; 29 CFR Part 5; 40 USC 3704; 29 CFR Part 1926; 18 USC 874; 29 CFR Part 3; and 29 USC 201)
- (g) Environmental requirements - (42 USC 4321-4335; Executive Order 11514; 49 USC 5324; 40 CFR Part 1500-1508; 23 CFR Part 771; and 49 CFR Part 662; 16 USC 470f; Executive Order 11593; 16 USC 470; and 16 USC 469a-469c)

2. No Obligation by the Federal Government. Senior Transportation Connection of Cuyahoga County (STC) and GCRTA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of this contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying contract; Senior Transportation Connection of Cuyahoga County (STC) further agrees to include this clause, without modification, in any contract issued hereunder.

3. Indemnification.

- A. With respect to work performed by Senior Transportation Connection of Cuyahoga County (STC), its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by the Senior Transportation Connection of Cuyahoga County (STC), its contractors or agents, or as a result of the performance of the Project work by the Senior Transportation Connection of Cuyahoga County (STC), its contractors or agents, and whether or not the persons injured or whose property was damaged were third parties,

employees of the Senior Transportation Connection of Cuyahoga County (STC) or employees of any authorized contractor; and the Senior Transportation Connection of Cuyahoga County (STC) shall at his/her own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.

- B. Senior Transportation Connection of Cuyahoga County (STC) shall indemnify, keep and save harmless the GCRTA and its respective officers; agents and employees against any fines, penalties, all findings for recovery ordered or issued by any state or federal entity, and damages of any type due to the failure of Senior Transportation Connection of Cuyahoga County (STC), or its contractors or agents to comply with any federal or state law, rule, regulation, and /or procedure. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.

4. Named additional insured. On every policy of insurance required by Senior Transportation Connection of Cuyahoga County (STC) of its subcontractors and subrecipients for this Project, the GCRTA shall be named as an additional insured.

5. Audit and Inspection.

- A. Senior Transportation Connection of Cuyahoga County (STC) will keep records and documents for three (3) years following the completion performance of this contract or the Project, whichever occurs later. Such records and documents will be made available at reasonable times and places for inspection and copying by the GCRTA and/or the U.S. Department of Transportation, the Federal Transit Administration, the Ohio Department of Transportation and/or by any authorized representative thereof and will be submitted upon request, together with any other compliance information which may be required.
- B. The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the Work shall have reasonable access to the Project site(s) and shall have the right to inspect all Work, records, drawings and data kept at the site or any office of Senior Transportation Connection of Cuyahoga County (STC).

6. No agent or contractor relationship. It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. Senior Transportation Connection of Cuyahoga County (STC) shall have no authority, express or implied, to bind the GCRTA.

7. Environmental Responsibilities. In the administration and furtherance of the Project, Senior Transportation Connection of Cuyahoga County (STC) shall be responsible for planning, coordinating and conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act; and for securing all necessary permits and approvals from all federal, state and local regulatory agencies. Senior Transportation Connection of Cuyahoga County (STC) shall be responsible for assuring compliance with all commitments made as part of the Project's environmental clearance and/or permits.

8. Procurement. All goods and services for the Project shall be procured on a competitive basis and in compliance with Federal guidelines, including FTA Circular 4220.1E.

9. Contract Administration. Senior Transportation Connection of Cuyahoga County (STC) shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project and shall ensure their accuracy in both amount and in relation to the progress made on the Project. All invoices submitted to GCRTA shall include a clear statement of work performed in support of reimbursement, including milestones or percentage of work complete. GCRTA may impose a project administration fee in an amount to be determined on a per project basis.

Federal Funds SubRecipient Agreement

This Agreement is made this 18th day of October 2006, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6th Street, Cleveland, Ohio 44113 and The Senior Transportation Connection of Cuyahoga County (hereinafter "STC") located at 323 Lakeside Avenue West, Suite 400, Cleveland, Ohio 44113.

WHEREAS, the GCRTA, a political subdivision of the State of Ohio, is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and, in particular, the Federal Transit Administration (hereafter "FTA"); and

WHEREAS, the GCRTA will act as the recipient of federal funds for and on behalf of the STC, permitting the pass through of federal funds for the purchase of vehicles (the "project"); and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the GCRTA, including the provision of the local share of project costs; and

WHEREAS, as a recipient of FTA funds, the GCRTA is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to include appropriate clauses in each subagreement stating a subrecipient's responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders.

NOW THEREFORE, in consideration of their mutual promises and the receipt of federal monies, the GCRTA and the STC agree as follows:

1. **Federal Law & Regulations.** The STC acknowledges that it is a subrecipient of federal funds and, as such subrecipient, agrees that in connection with the Project and its receipt of the federal funds, it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees or recipients as they may be amended from time to time during the course of this contract, including the FTA Master Grant Agreement (MA12), a copy of which is attached hereto as Exhibit 1. The STC shall be responsible for local match requirements, if applicable. All FTA-mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained herein. The STC shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request related to the subject matter of this agreement that would cause GCRTA to be in violation of FTA terms and conditions, federal law or federal regulations. For purposes of the Project, the STC agrees to be bound by and to require all of its subcontractors or subrecipients at any level to be in compliance with all mandatory federal requirements imposed upon recipients of federal funds as they may be amended including, but not limited to:

- (a) Prompt payment of subcontractors - (49 CFR Part 26)

- (b) Restrictions on lobbying – (49 CFR Part 20)
- (c) Civil Rights – (49 USC 5332; 42 USC 2000d et seq.; 49 CFR Parts 21, 25, 26, 27, 37, 38, and 609; Title VII of the Civil Rights Act of 1964, as amended; 42 USC 2000e; 41 CFR Part 60 et seq.; Executive Order 11246; 20 USC 1681 et seq.; 42 USC 6101 et seq.; 49 USC 5301(d); 29 USC 794; 42 USC 12101 et seq.; 42 USC 4151 et seq.; 36 CFR Part 1192; 28 CFR Parts 35 and 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; 36 CFR Part 1194; 21 USC 1174 et seq.; 42 USC 4581 et seq., 42 USC 290dd-3 and 290ee-3)
- (d) Access to records (49 USC 5325(a))
- (e) Patent Rights – (35 USC 200 et seq.; and 37 CFR Part 401)
- (f) Employee Protections – (40 USC 3141 et seq.; 49 USC 5333(a); 40 USC 3701 et seq.; 29 CFR Part 5; 40 USC 3704; 29 CFR Part 1926; 18 USC 874; 29 CFR Part 3; and 29 USC 201)
- (g) Environmental requirements – (42 USC 4321-4335; Executive Order 11514; 49 USC 5324; 40 CFR Part 1500-1508; 23 CFR Part 771; and 49 CFR Part 662; 16 USC 470f; Executive Order 11593; 16 USC 470; and 16 USC 469a-469c)
- (h) Buy America – (49 USC 5323 and 49 CFR Part 661).

2. **No Obligation by the Federal Government.** The STC and GCRTA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of this contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GCRTA, the STC or any other party pertaining to any matter resulting from the underlying agreement; the STC further agrees to include this clause, without modification, in any contract issued hereunder.

3. **Indemnification.**

- A. With respect to work performed by the STC, its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers, agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by the STC, its contractors or agents, or as a result of the performance of the Project work by the STC, its contractors or agents, and whether or not the persons injured or whose property was damaged were third parties, employees of the STC or employees of any authorized contractor; and the STC shall at its own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained

against the GCRTA, or any of its officers, agents or employees. The foregoing obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.

- B. The STC shall indemnify, keep and save harmless the GCRTA and its respective officers, agents and employees against any fines, penalties, all findings for recovery ordered or issued by any state or federal entity, and damages of any type due to the failure of the STC, or its contractors or agents to comply with any federal or state law, rule, regulation, and /or procedure in the course of the performance of the Project work by the STC, its contractors or agents. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.
- C. Notwithstanding the foregoing, the STC shall have no obligation to indemnify the GCRTA or any of its officers, agents or employees for any liability, loss, damage or fines, penalties or findings for recovery to the extent arising from or based on any act, failure to act or non-compliance with any federal, state or local law, rule, regulation or procedure by the GCRTA or any of its officers, agents or employees.

4. **Named additional insured.** On every policy of insurance required by the STC of its subcontractors and subrecipients for the Project, the GCRTA shall be named as an additional insured.

5. **Audit and Inspection.**

- D. The STC will keep records and documents relevant to this Agreement and the Project for three (3) years following the performance of this contract or the completion of the Project, whichever occurs later. Such records and documents will be made available at reasonable times and places for inspection and copying by the GCRTA and/or the U.S. Department of Transportation, the Federal Transit Administration, the Ohio Department of Transportation and/or by any authorized representative thereof and will be submitted upon request, together with any other compliance information which may be reasonably required.
- E. The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the work shall have reasonable access to the Project site(s) during the term of this Agreement or until the completion of the Project, whichever is later, for the limited purpose of inspecting the Project and related materials and shall have the right to inspect all work, records, drawings and data relevant to the Project kept at the site or any office of the STC.

6. **No agent or contractor relationship.** It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. Neither the STC nor the GCRTA shall have any authority, express or implied, to bind the other party.

7. **Environmental Responsibilities.** In the administration and furtherance of the Project, the STC shall be responsible for planning, coordinating and conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act; and for securing all necessary permits and approvals from all federal, state and local regulatory agencies. The STC shall be responsible for assuring compliance with all commitments made as part of the Project's environmental clearance and/or permits.

8. **Procurement.** All goods and services for the Project shall be procured on a competitive basis and in compliance with Federal guidelines, including FTA Circular 4220.1E.

9. **Contract Administration.** The STC shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project, and the STC shall use its best efforts to ensure that invoices are accurate in all material respects in both amount and in relation to the progress made on the Project. All invoices submitted to GCRTA shall include a clear statement of work performed in support of reimbursement, including milestones or percentage of work complete. The GCRTA is waiving any fee it would normally charge for administration.

10. **Availability of Funds.** This Agreement is subject to the availability of appropriated funds and the STC's continued performance under the terms and conditions of this Agreement. The STC hereby commits and certifies that it will provide funds or require its sub-recipients to provide funds in an amount sufficient, together with the Federal contribution, to assure timely and full payment of the project costs as necessary to complete the project. The STC hereby commits and certifies that the local share of its financing will be provided from funding sources other than the Federal contribution or receipts or revenues from the project.

11. **Miscellaneous.**

F. **Entire Agreement.** This Agreement, including the Master Grant Agreement and the documents expressly referred to in the Master Grant Agreement or required by the Master Grant Agreement in connection with the award of federal funds, together all documents evidencing so-called "pre-award authority" and letter of no prejudice relating to the Project, collectively constitute the entire agreement between the parties relating to the Project and supersede all prior understandings and agreements, whether written or oral, that may relate to the Project.

G. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid or unenforceable effect or to delete such

provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

- H. Governing Law. This Agreement shall be governed by federal law to the extent applicable to contracts for the award of federal funds and otherwise by the laws of the State of Ohio applicable to contracts made and to be performed wholly within the State of Ohio.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement as of the day and year first set forth above.

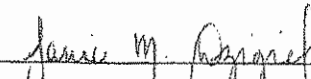
Greater Cleveland Regional Transit Authority

The Senior Transportation Connection of
Cuyahoga County

By: 

Name: Joseph A. Calabrese

Title: General Manager/Secretary-Treasurer

By: 

Name: Janice M. Dzigiell

Title: Executive Director

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

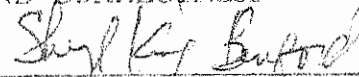

GENERAL COUNSEL

EXHIBIT 1

FTA MASTER GRANT AGREEMENT (FORM MA12)

A copy of the Master Grant Agreement is attached hereto and incorporated herein by reference.



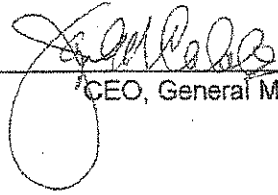
Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY (STC).	Resolution No.: 2006-235
	Date: December 14, 2006
	Initiator: Operations Division
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution authorizes the General Manager/Secretary-Treasurer to execute a Sub-recipient Agreement with the Senior Transportation Connection of Cuyahoga County (STC) for pass through of Federal funds and support for the Senior Transportation Program.
- 2.0 DESCRIPTION/JUSTIFICATION: As the result of a comprehensive strategic planning process, a new hybrid human service/public transportation organizational and service delivery model has been selected to improve transportation for senior citizens of Cuyahoga County. As part of the selected organizational and service delivery model, a new nonprofit organization, the STC, has been formed to serve the transportation needs of the senior citizens of Cuyahoga County by centralizing the management of existing fiscal and physical transportation resources, and coordinating a regional network of service providers organized around regional service zones into a countywide senior transportation service delivery system. A Sub-recipient Agreement will pass-through all of the Federal requirements to STC. GCRTA will be the legal conduit for request and receipt of the Federal funds as well as support STC Federally funded projects.
- 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: Any required local match will be contributed by the STC. In addition to grant request and receipt, GCRTA resources will support STC Federally funded projects.
- 7.0 ALTERNATIVES: Do not enter into an Sub-recipient Agreement. This would not allow GCRTA to pass through Federal funds earmarked for STC projects.
- 8.0 RECOMMENDATION: Staff recommends that the General Manager/Secretary-Treasurer be authorized to enter into a Sub-recipient Agreement with STC.

9.0 ATTACHMENTS: None.

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



CEO, General Manager/Secretary-Treasurer

RESOLUTION NO. 2013-21

AUTHORIZING CONTRACT NO. 2013-041 WITH TRANSPORTATION EQUIPMENT SALES CORPORATION FOR THE PURCHASE OF THREE (3) DEDICATED MOBILITY VEHICLES, AS SPECIFIED, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM AT A TOTAL PRICE NOT TO EXCEED \$133,908.00 ON BEHALF OF THE SENIOR TRANSPORTATION CONNECTION (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Authority has offered to coordinate the procurement and administration of three (3) dedicated mobility vehicles on behalf of the Senior Transportation Connection (STC); and

WHEREAS, such vehicles are available through the State of Ohio, Department of Transportation, Office of Contracts Purchasing Services Cooperative Purchasing Program at a unit price of \$44,636.00 for a total price not to exceed \$133,908.00; and

WHEREAS, the Senior Transportation Connection (STC) has entered into a subrecipient agreement with the GCRTA pass-through of Federal funds and is responsible for the local share; and

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides political subdivisions within the State of Ohio, the opportunity to participate in contracts executed by the State of Ohio under the Cooperative Purchasing Program for the purchase of machinery, materials, supplies, or other articles; and

WHEREAS, STC has determined it is in their best interest to procure the required vehicles utilizing the Cooperative Purchasing Program from Transportation Equipment Sales Corporation, located at 6401 Seaman Road, Oregon, OH 43616; and

WHEREAS, pursuant to the sub-recipient agreement, GCRTA makes the purchase on behalf of the STC; and

WHEREAS, the Board of Trustees authorized utilization of the Cooperative Purchasing Program by Resolution 1990-69; and

WHEREAS, the General Manager/Secretary-Treasurer acknowledges it is in STC's best interest to utilize the Cooperative Purchasing Program for the purchase of three (3) dedicated mobility vehicles.

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 Transportation Equipment Sales Corporation, to furnish three (3) dedicated mobility vehicles, as specified, be and the same is hereby accepted.

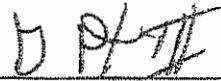
Section 2. That the General Manager/Secretary-Treasurer of the Authority be and he is hereby authorized to enter into a contract with Transportation Equipment Sales Corporation, for the furnishing of three (3) dedicated mobility vehicles, as specified.

Section 3. The vehicles will be purchased by GCRTA on behalf of the Senior Transportation Connection. The vehicles shall be payable from the RTA Development Fund, Fleet Management Department budget, including but not limited to Capital Grant OH-04-0067, Line Item 11.13.04, for a total price of \$133,908.00 (\$107,126.40 in Federal funds which represents 80% of the total cost). The local share is to be paid by the Senior Transportation Connection to GCRTA prior to GCRTA paying the vendor for a total price of \$26,781.60 in Local funds, which represents 20% of total cost.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon funding and compliance by the contractor to Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2012-036; bonding and insurance requirements and all applicable laws relating to the contractual obligation of the Authority.

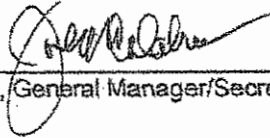
Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: March 19, 2013



President

Attest:



CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: PURCHASE OF THREE (3) DEDICATED MOBILITY VEHICLES, AS SPECIFIED VENDOR: TRANSPORTATION EQUIPMENT SALES CORPORATION AMOUNT: NOT TO EXCEED \$133,908.00 (ON BEHALF OF THE SENIOR TRANSPORTATION CONNECTION)	Resolution No.: 2013-21
	Date: March 14, 2013
	Initiator: Fleet Management Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will allow the Authority to enter into a contract with Transportation Equipment Sales Corporation, on behalf of the Senior Transportation Connection of Cuyahoga County (STC) for three (3) dedicated mobility vehicles from the Ohio Department of Transportation Cooperative Purchasing Program.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority will provide procurement and administrative support for STC for the purchase of three (3) dedicated mobility vehicles.

- 3.0 **PROCUREMENT BACKGROUND:** Section 5513.01(B) of the Ohio Revised Code provides political subdivisions within the State of Ohio, the opportunity to participate in contracts executed by the Ohio Department of Transportation Cooperative Purchasing Program.

The price established under the state program is the result of a competitive bidding process. Three (3) model MV-1's with 5.4 gas engines will be purchased through the Ohio Department of Transportation Cooperative Purchasing Program under Bid # 251-12 at a price not to exceed \$44,636.00 per vehicle for a total price not to exceed \$133,908.00.

The Board of Trustees has authorized the General Manager/Secretary-Treasurer to utilize the Ohio Department of Transportation Cooperative Purchasing Program by the Ohio Revised Code Section 5513.01(B). The price established under the state program is the result of a competitive bidding process.

Contract award is contingent upon the successful review of all costs associated with this procurement and compliance with Pre-Award/Buy America Audit requirements.

A cost and price analysis was performed by the Procurement Department and it has been determined that the price is fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements included in the State Cooperative Purchasing Program.

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

- 6.0 **ECONOMIC IMPACT:** The vehicles will be purchased by GCRTA on behalf of the Senior Transportation Connection. The vehicles shall be payable from the RTA Development Fund, Fleet Management Department budget, including but not limited to Capital Grant OH-04-0067, Line Item 11.13.04, for a total price of \$133,908.00 (\$107,126.40 in Federal funds, which represents 80% of the total cost). The local share is to be paid by the Senior Transportation Connection to GCRTA prior to GCRTA paying the vendor for a total price of \$26,781.60 in Local funds, which represents 20% of the total cost.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would cause delays in the procurement of replacement vehicles for the Senior Transportation Connection and could impact service quality.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of Transportation Equipment Sales Corporation be accepted and the resolution passed authorizing the General Manager/Secretary-Treasurer to enter into a contract.
- 8.0 **ATTACHMENTS:** None

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



CEO, General Manager/Secretary-Treasurer

RESOLUTION 2006-46

A RESOLUTION AUTHORIZING THE GENERAL MANAGER/
SECRETARY-TREASURER TO ENTER INTO A SUBRECIPIENT
AGREEMENT WITH THE CLEVELAND MUSEUM OF ART FOR AN
INTERMODAL TRANSPORTATION FACILITY

WHEREAS, the Greater Cleveland Regional Transit Authority is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and in particular the Federal Transit Administration; and

WHEREAS, the Cleveland Museum of Art is undertaking a mass transportation project within Cuyahoga County, specifically, the expansion of an intermodal transit facility that will be funded in part by federal funds; and

WHEREAS, the GCRTA will act as the recipient of federal funds for and on behalf of the Museum, permitting the pass through of federal funds for the Project; and

WHEREAS, as a recipient of FTA funds, the GCRTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to enter into an agreement with the Museum of Art stating the Museum's responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the Greater Cleveland Regional Transit Authority, including the provision by it of the local share of project costs; and

WHEREAS, the Cleveland Museum of Art will be responsible for the local share of the project costs; and

WHEREAS, the GCRTA desires to assist the Cleveland Museum of Art by acting as the recipient of federal funds.

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

Section 1. That the Board of Trustees of the Greater Cleveland Regional Transit Authority hereby authorizes submittal of applications and the receipt of federal funds on behalf of the Cleveland Museum of Art and authorizes a subrecipient agreement with the Cleveland Museum of Art for pass through of said funds.

Section 2. That the General Manager/Secretary-Treasurer is authorized to enter into a Subrecipient Agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 3. That any remaining terms of said Agreement shall be as is agreed to by the parties, as is permitted by State and Federal law, in accordance with this Board's Policies and all other regulations governing the conduct of the GORTA.

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

Attachment: Draft Subrecipient Agreement

Adopted: March 21, 2006



President

Attest: 

CEO, General Manager/Secretary-Treasurer

Federal Funds Subrecipient Agreement

This Agreement is made this _____ day of _____, 2005, by and between the Greater Cleveland Regional Transit Authority (hereinafter "GCRTA"), located at 1240 West 6th Street, Cleveland, Ohio 44113 and The Cleveland Museum of Art (hereinafter, the "Museum") located at 11150 East Boulevard, Cleveland, Ohio 44106.

WHEREAS, the GCRTA, a political subdivision of the State of Ohio, is a designated recipient for federal funds for the Cleveland Urbanized Area from grants issued by the Federal Government and in particular the Federal Transit Administration (hereafter "FTA"); and

WHEREAS, the Museum is undertaking a mass transportation project (herein referred to as the "Project") within Cuyahoga County, specifically, the expansion of a parking facility as further described on the attached Appendix A, that will be funded in part by federal funds; and

WHEREAS the GCRTA will act as the recipient of federal funds for and on behalf of the Museum, permitting the pass through of federal funds for the Project, and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the GCRTA, including the provision of the local share of project costs; and

WHEREAS, as a recipient of FTA funds, the GCRTA, is bound by federal law, regulations and the terms of a Master Grant Agreement with the Federal Transit Administration; and

WHEREAS, federal law, regulations and the Master Grant Agreement require the GCRTA to include appropriate clauses in each subagreement stating a subrecipient's responsibilities under federal law and to assure the compliance of each subrecipient at any tier with federal laws, regulations, and executive orders.

NOW THEREFORE, in consideration of their mutual promises and the receipt of federal monies, the GCRTA and the Museum agree as follows:

~~1. Federal Law & Regulations. The Museum acknowledges that it is a subrecipient of federal funds and, as such subrecipient, agrees that in connection with the Project and its receipt of the federal funds, it shall be subject to all federal laws, rules, regulations and executive orders governing federal grantees as they may be amended from time to time during the course of this contract, including the FTA Master Grant Agreement (MA12), a copy of which is attached hereto as Exhibit 1. The Museum shall be responsible for local match requirements, if applicable. All FTA-mandated terms shall be deemed to control this agreement in the event of a conflict with other provisions contained in this herein. The Museum shall not perform any act, fail to perform any act, or refuse to comply with any GCRTA request related to the subject matter of this agreement that would cause GCRTA to be in violation of FTA terms and conditions, federal law or federal regulations. For purposes of the Project, the Museum agrees to be bound by and to require all of its subcontractors or subrecipients at any level to be in compliance with all mandatory federal requirements imposed upon recipients of federal funds as they may be amended including, but not limited to:~~

- (a) Prompt payment of subcontractors - (49 CFR Part 26)
- (b) Restrictions on lobbying - (49 CFR Part 20)
- (c) Civil Rights - (49 USC 5332; 42 USC 2000d et seq.; 49 CFR Parts 21, 25, 26, 27, 37, 38, and 609; Title VII of the Civil Rights Act of 1964, as amended; 42 USC 2000e; 41 CFR Part 60 et seq; Executive Order 11246; 20 USC 1681 et seq.; 42 USC 6101 et seq.; 49 USC 5301(d); 29 USC 794; 42 USC 12101 et seq.; 42 USC 4151 et seq.; 36 CFR Part 1192; 28 CFR Parts 35 and 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; 36 CFR Part 1194; 21 USC 1174 et seq; 42 USC 4581 et seq., 42 USC 290dd-3 and 290ee-3)
- (d) Access to records (49 USC 5325(a))
- (e) Patent Rights - (35 USC 200 et seq.; and 37 CFR Part 401)
- (f) Employee Protections - (40 USC 3141 et seq.; 49 USC 5333(a); 40 USC 3701 et seq.; 29 CFR Part 5; 40 USC 3704; 29 CFR Part 1926; 18 USC 874; 29 CFR Part 3; and 29 USC 201)
- (g) Environmental requirements - (42 USC 4321-4335; Executive Order 11514; 49 USC 5324; 40 CFR Part 1500-1508; 23 CFR Part 771; and 49 CFR Part 662; 16 USC 470f; Executive Order 11593; 16 USC 470; and 16 USC 469a-469c)
- (h) Buy America - (49 USC 5323 and 49 CFR Part 661).

2. **No Obligation by the Federal Government.** The Museum and GCRTA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of this contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to the GCRTA, the Museum or any other party pertaining to any matter resulting from the underlying agreement; the Museum further agrees to include this clause, without modification, in any contract issued hereunder.

3. **Indemnification.**

- A. With respect to work performed by the Museum, its contractors or agents, in furtherance of the Project, it shall indemnify, keep and save harmless the GCRTA and its respective officers, agents and employees against all suits or claims that may be based upon any death or injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Project work by the Museum, its contractors or agents, or as a result of the performance of the Project work by the Museum, its contractors or agents, and whether or not the persons injured or whose property was damaged were third parties, employees of the Museum or employees of any authorized contractor, and the Museum shall at its own expense defend GCRTA in all litigation, pay all attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own

expense, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees. The foregoing obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this agreement.

- B. The Museum shall indemnify, keep and save harmless the GCRTA and its respective officers, agents and employees against any fines, penalties, all findings for recovery ordered or issued by any state or federal entity, and damages of any type due to the failure of the Museum, or its contractors or agents to comply with any federal or state law, rule, regulation, and /or procedure in the course of the performance of the Project work by the Museum, its contractors or agents. This indemnification obligation shall include obligations incurred that result from any consent decree or settlement agreement.
- C. Notwithstanding the foregoing, the Museum shall have no obligation to indemnify the GCRTA or any of its officers, agents or employees for any liability, loss, damage or fines, penalties or findings for recovery to the extent arising from or based on any act, failure to act or non-compliance with any federal, state or local law, rule, regulation or procedure by the GCRTA or any of its officers, agents or employees. Such limitation on the Museum's indemnity obligation shall apply even if the Museum's acts, failures to act or non-compliance with any federal, state or local law, rule, regulation or procedure contributed, in part, to the liability, loss, damage or fines, penalties or findings for recovery, though not to the extent of liability arising from or based on the acts or omissions of the Museum or its officers agents or employees.

4. **Named additional insured.** On every policy of insurance required by the Museum of its subcontractors and subrecipients for the Project, the GCRTA shall be named as an additional insured.

5. **Audit and Inspection.**

- A. The Museum will keep records and documents relevant to this agreement and the Project for three (3) years following the performance of this contract or the completion of the Project, whichever occurs later. Such records and documents will be made available at reasonable times and places for inspection and copying by the GCRTA and/or the U.S. Department of Transportation, the Federal Transit Administration, the Ohio Department of Transportation and/or by any authorized representative thereof and will be submitted upon request, together with any other compliance information which may be reasonably required.
- B. The GCRTA, its representatives and permittees, which include without limitation, representatives of Federal Transit Administration, Ohio Department of Transportation, and any local governmental entity having jurisdiction over the site or the work shall have reasonable access to the Project site(s) during the term of this agreement or until the completion of the Project, whichever is later, for the

limited purpose of inspecting the Project and related materials and shall have the right to inspect all work, records, drawings and data relevant to the Project kept at the site or any office of the Museum.

6. **No agent or contractor relationship.** It is the intention of the parties that the GCRTA obligations under this agreement shall be to act as a pass through of federal funds. Neither the Museum nor the GCRTA shall have any authority, express or implied, to bind the other party.

7. **Environmental Responsibilities.** In the administration and furtherance of the Project, the Museum shall be responsible for planning, coordinating and conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing any applicable Environment Impact Statement, Environmental Assessment or Categorical exclusion for the Project pursuant to the National Environmental Act and the National Historic Preservation Act; and for securing all necessary permits and approvals from all federal, state and local regulatory agencies. The Museum shall be responsible for assuring compliance with all commitments made as part of the Project's environmental clearance and/or permits.

8. **Procurement.** All goods and services for the Project shall be procured on a competitive basis and in compliance with Federal guidelines, including FTA Circular 4220.1E.

9. **Contract Administration.** The Museum shall review and/or approve all invoices prior to payment and before requesting reimbursement from GCRTA for work performed on the Project, and the Museum shall use its best efforts to ensure that invoices are accurate in all material respects in both amount and in relation to the progress made on the Project. All invoices submitted to GCRTA shall include a clear statement of work performed in support of reimbursement, including milestones or percentage of work complete. GCRTA may impose a project administration fee with respect to services performed in connection with this Agreement. The amount of such fee shall be \$ _____ and the fee shall be payable [insert payment terms].

10. **Miscellaneous.**

A. **Entire Agreement.** This Agreement, including the Master Grant Agreement and the documents expressly referred to in the Master Grant Agreement or required by the Master Grant Agreement in connection with the award of federal funds, together all documents evidencing so-called "pre-award authority" and letter of no prejudice relating to the Project, collectively constitute the entire agreement between the parties relating to the Project and supersede all prior understandings and agreements, whether written or oral, that may relate to the Project.

B. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

insufficient to complete the project, the Museum agrees to complete the project and accepts sole responsibility for the payment of any costs in excess of the Federal contribution.

11. **Miscellaneous.**

- A. Entire Agreement. This Agreement, including the Master Grant Agreement and the documents expressly referred to in the Master Grant Agreement or required by the Master Grant Agreement in connection with the award of federal funds, together all documents evidencing so-called "pre-award authority" and letter of no prejudice relating to the Project, collectively constitute the entire agreement between the parties relating to the Project and supersede all prior understandings and agreements, whether written or oral, that may relate to the Project.

- B. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

- C. Governing Law. This Agreement shall be governed by federal law to the extent applicable to contracts for the award of federal funds and otherwise by the laws of the State of Ohio applicable to contracts made and to be performed wholly within the State of Ohio.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement as of the day and year first set forth above.

Greater Cleveland Regional Transit Authority

The Cleveland Museum of Art

By: _____

Name: Joseph A. Calabrese

Title: CEO, General Manager+Secretary/
Treasurer

By: _____

Name: Janet G. Ashe

Title: Deputy Director of Administration and Treasurer

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

Sheryl King Bradford
GENERAL COUNSEL

APPENDIX A: PROJECT

THE CLEVELAND MUSEUM OF ART'S INTERMODAL FACILITY

Project Costs: Estimated at \$10,000,000

Proposed expansion and renewal plans call for the addition of expanded parking in the form of a connected intermodal facility.

- *The current Viñoly plan connects the lower level of the Museum's existing parking garage with an underground, two level parking facility.*
- *The proposed intermodal facility will increase the Museum's parking capacity from its current 499 spaces to 632 spaces, improving access and convenience for visitors to the Museum and other University Circle institutions and destinations.*
- *Surface parking would be eliminated creating an inviting green space area.*

The Cleveland Museum of Art's expanded parking facility will be a genuine intermodal facility serving the following six modes of transportation:

- *Passenger Vehicles: 632 parking spaces for automobiles providing a covered entrance directly to the renovated Museum's lobby and 34,000 sq. ft. Piazza.*
- *Rapid Transit Buses: RTA 38 Line buses are accessible on East Boulevard including a stop immediately adjacent to the Museum at the intersection of East Boulevard and Wade Oval Drive. A number of bus lines also make stops along nearby Euclid Avenue, the major thoroughfare between University Circle and Downtown and the mass transit route of the \$220 million Euclid Corridor project.*
- *Rapid Transit Trains: RTA's University Circle Rapid Stop is in close proximity to the intermodal facility and conveniently accessible via foot, bicycle, or CircleLink shuttle.*
- *University Circle "CircleLink" Shuttle Buses: CircleLink is a free shuttle bus service operated by University Circle, Incorporated that circulates throughout the University Circle neighborhood seven days a week with a primary stop at the Museum.*
- *Bicycles: The intermodal facility will include bike racks enabling bicycle riders to use the Museum as both a destination and a transfer point for connection to the adjacent Rockefeller Park bicycle paths (for travel all the way to Downtown Cleveland) and/or to RTA Bus and Rapid Transit lines. RTA vehicles serving the Euclid Corridor will likely be equipped with bike racks.*
- *School and Tour buses: The renovated Museum's entrance plaza will facilitate convenient drop off and pick up of 100,000 school and public tour participants annually.*

The addition of the Museum's intermodal facility will provide the entire University Circle community—and the region—with a much-needed resource.

- *University Circle's aspirations of becoming one of the world's premier urban districts—and thus a leading economic engine for the city and the state—cannot be realized within the neighborhood's current context of congestion.*
- *The completion of the Museum's intermodal facility will relieve the neighborhoods' existing congestion, encourage its vitality as a pedestrian and bicycle district, and re-define University Circle as an accessible junction for those traveling via the city's growing network of bicycle paths and the developing Euclid Corridor transit project.*

EXHIBIT 1

FTA MASTER GRANT AGREEMENT (FORM MA12)

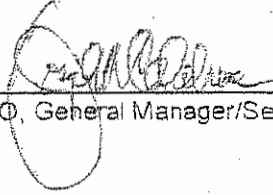
A copy of the Master Grant Agreement is attached hereto and incorporated herein by reference.

Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE CLEVELAND MUSEUM OF ART FOR AN INTERMODAL TRANSPORTATION FACILITY	Resolution No.: 2006-46
	Date: March 16, 2006
	Initiator: Engineering & Project Management
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution authorizes the General Manager/Secretary-Treasurer to execute a Subrecipient Agreement with the Cleveland Museum of Art to pass through Federal funds to allow the Art Museum to construct an Intermodal Facility. The Intermodal Facility was funded in the SAFETEA-LU Bus Facilities (5309) as a Federal Earmark. GCRTA will be responsible for the project however, the purpose of this Subrecipient Agreement is to shift all such responsibilities to the Cleveland Museum of Art.
- 2.0 DESCRIPTION/JUSTIFICATION: SAFETEA-LU provided a \$7.5M earmark to the Cleveland Museum of Art for the construction of an Intermodal Facility. GCRTA is the Federal Designated Recipient for the Cleveland urbanized area for FTA funding. GCRTA was requested by FTA and the Art Museum to act as the Grantee for this project. This Subrecipient Agreement will pass-through all of the FTA Federal Requirements to the Cleveland Museum of Art. GCRTA will be the legal conduit for the funds and as such collect an administrative fee for the work required. This agreement puts the burden of responsibility to carry out all grant funded activities on the Cleveland Museum of Art.
- 3.0 PROCUREMENT BACKGROUND: Does Not Apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does Not Apply.
- 5.0 POLICY IMPACT: The project was recently added to the NOACA Transportation Improvement Plan and the State Plan. It is consistent with the GCRTA's ECTP, and Transit Waiting Environment programs.
- 6.0 ECONOMIC IMPACT: The required local match of \$1,876,500 will be contributed by the Cleveland Museum of Art. GCRTA will receive an administrative fee to cover its costs associated with the administration of the grant activities.
- 7.0 ALTERNATIVES: If this resolution was not approved, GCRTA would not be able to act as the Designated Federal Recipient on behalf of the Cleveland Museum of Art.
- 8.0 RECOMMENDATION: The Finance Committee of the Board of Trustees reviewed this action at their March 14, 2006 meeting and recommended approval by the Board of Trustees.
- 9.0 ATTACHMENTS: None.

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

A handwritten signature in black ink, appearing to be "C. M. ...", is written over a horizontal line.

CEO, General Manager/Secretary-Treasurer

Service and Fare Equity Analysis

Greater Cleveland RTA is required to conduct an equity analysis prior to the adoption of fare structure and service changes. Please note that RTA has not implemented any fare or service changes within the last 3 years. However, when service and fare changes are considered the following policies will be adhered to in accordance to Title VI:

Major Service Reduction Policy

The Greater Cleveland Regional Transit Authority (RTA) defines a “major service reduction” as a service reduction that decreases total vehicle-miles of service by 10% or more.

Disparate Impact Policy

When considering a fare change or major service reduction, RTA will conduct an analysis (following the procedures below) to determine whether the fare change or major service reduction being considered would have a disparate impact on minority populations. If so, RTA will revise its plan until analysis shows that the revised plan would not have a disparate impact. RTA will not implement a plan with a disparate impact unless RTA has demonstrated that (a) achieving the plan’s goal is absolutely necessary and (b) there is no way reduce or eliminate the disparate impact and still achieve the plan’s goal.

Analysis procedure for major service reductions: RTA will analyze the planned service reduction by time period, i.e., rush-hour, weekday midday, evening, and weekend. In any time period, “riders who would no longer be served” will be defined as riders whose current boarding or alighting location would no longer be within ½ mile of an active bus or rapid transit stop. If minorities represent a significantly larger percentage of “riders who would no longer be served” than of all riders, RTA will view that as a disparate impact on minority populations. Significantly larger percentage is defined as 10 percentage points difference.

Analysis procedure for fare changes: RTA will calculate the percent change in average fare for minority and non-minority riders. If the percent change for minorities exceeds the percent change for non-minorities by more than five percentage points, RTA will view that as a disparate impact on minority populations.

Disproportionate Burden Policy

When considering a fare change or major service reduction, RTA will conduct an analysis (following the procedures below) to determine whether the fare change or major service reduction being considered would have a disproportionate burden on low-income riders. If so, RTA will describe alternatives and will avoid, minimize, or mitigate impacts where practicable.

For the purpose of this policy, RTA will include in the “low-income” category everyone whose total household income is less than \$25,000. RTA will periodically reconsider this threshold because of the effects of inflation.

Analysis procedure for major service reductions: RTA will analyze the planned service reduction by time period, i.e., rush-hour, weekday midday, evening, and weekend. In any time period, “riders who would no longer be served” will be defined as riders whose current boarding or alighting location would no longer be within ½ mile of an active bus or rapid transit stop. If low-income riders represent a significantly larger percentage of “riders who would no longer be

served” than of all riders, RTA will view that as a disparate impact on minority populations. Significantly larger percentage is defined as 10 percentage points difference.

Analysis procedure for fare changes: RTA will calculate the percent change in average fare for low-income and non-low-income riders. If the percent change for low-income riders exceeds the percent change for non-low-income riders by more than five percentage points, RTA will view that as a disproportionate burden on low-income riders.

Service Standards

Service Availability (all modes)

Route coverage and spacing should be based on demonstrated need or potential demand (ridership).

Service Frequency (also known as vehicle headway)

Service frequency is based on ridership, but, during each time period that a route operates, the minimum number of trips per hour per direction will be as follows:

	<u>5 a.m. – 10 p.m.</u>	<u>Other Times</u>
Rail *	2	1
Bus *	1	1

* Does not apply to minor branches and special services

To maintain service coverage with limited resources, RTA may make an exception to the minimums shown above. RTA will conduct a public hearing before initiating such an exception.

Vehicle Load

Adherence to the maximum-load standards in the table below shall be monitored as follows:

- Passengers are counted at the point on the route where most trips carry the highest load
- Passenger loads are averaged for 30-minute intervals during rush hours and 60-minute intervals during other time periods.
- If one trip has an unusually high load, it shall be excluded from the average.

MAXIMUM-LOAD STANDARDS		
SERVICE TYPE	RUSH HOURS	NON-RUSH HOURS
Park & Ride	54-63	49-57
Regular Bus (40-ft.)	54	44
Trolley (30-ft.)	36	36
Heavy Rail (per car)	142	117
Light Rail (per car)	132	108
Articulated bus & RTV	80	65

On-Time Performance

The following standard applies to all modes:

- A trip is deemed "late" if it arrives or departs more than 5 minutes after the scheduled time.
- A trip is deemed "early" if it departs before the scheduled time.
- A trip is deemed "on-time" if it is neither "late" nor "early" as defined above.
- The long-term goal is 100% "on time"; the 2013 goal is 80% on-time.

Service Policies

Vehicle Assignment

Euclid Corridor Vehicles are specially designed for use on the HealthLine with its combination of left-side and right-side stations. These buses may not be utilized on any other route.

Standard articulated buses must be assigned to routes whose schedules have been built for high-capacity buses.

Over-the-road buses have narrow aisles and lack rear doors; they are thus not well suited to regular transit routes where passengers board and alight at the same stop. These vehicles shall be assigned exclusively to park-n-ride routes.

Trolleys may be assigned only to the designated trolley services. These vehicles carry the "Trolley" brand and will create passenger confusion if utilized on other services.

Standard transit buses shall be assigned to all other routes based on block mileage. Newer buses have lower per-mile maintenance costs and shall therefore be assigned to higher mileage blocks. Care shall be taken to maintain compliance with Title VI (non-discrimination) regulations.

Transit Amenities

RTA seeks to provide seating and shelter at bus stops and rail stations if sufficient space is available and 50 or more daily riders are expected to use the shelter. (RTA considers a canopy to be one form of passenger shelter.) RTA installs and services waste receptacles only on RTA property. Each municipality decides whether to install and service waste receptacles in the public right-of-way.

On Rail/BRT, printed and/or digital service information is attached to walls and shelters if they exist; digital displays are provided at busier stations. On bus routes, printed and/or digital service information is provided at transit centers and park-ride lots.

Elevators will be installed and maintained to the extent required by the Americans with Disabilities Act. Existing escalators will remain in service unless they become cost-prohibitive to maintain.

Facilities

When making decisions about facilities, RTA will:

- Comply with Title VI of the Civil Rights Act of 1964 and all other applicable laws and regulations.
- Comply with the National Environmental Protection Act 23, CFR Part 771 and with Section 4(f) 23 CFR Part 774.

- Comply with Section 106 of the National Historic Preservation Act, 36 CFR Part 800.
- Evaluate the impact of facilities per Environmental Justice Executive Order 12898 (1994), DOT Order 5610.2(a) (May 2012) and FTA Circular 4703.1.
- Seek to avoid negative impacts on areas and neighborhoods near the facility.

Where impacts cannot be avoided, RTA will seek to mitigate negative impacts.

Summary of Public Comments on Standards & Policies

RTA released drafts of the standards and policies on October 23. RTA held three public hearings on November 6, 2013, and continued to accept public comments by mail or e-mail through November 20, 2013. The proposed standards and policies were discussed with the Citizens Advisory Board (CAB) on November 14, 2013, and comments received verbally from CAB members are included as public comments.

What follows is a summary of public comments on the proposed standards and policies:

Defining low-income as everyone with annual household income under \$25,000 is reasonable, but this threshold needs to be revisited due to the effects of inflation.

When comparing passenger loads to the maximum load standards, RTA should bear in mind that ridership is highest in the early part of the month.

Fancy shelters are too expensive and don't provide adequate protection from weather.

Elevators and escalators are needed especially on the East Side, for example, at East 79th Station.

Elevators frequently break down.

Think about including more ramps instead of elevators and escalators.

Add rest rooms so people won't urinate in elevators.

Providing buses only once per hour causes me to wait in bad weather and in a dangerous area

**STATEMENT REGARDING CONSTRUCTION
PROJECTS THAT HAVE BEEN UNDERTAKEN**

Submit a statement re: whether any construction projects have been undertaken by the recipient during the reporting period.

Title VI Analysis
2014-2018 Capital Improvement Plan
RTA Development Fund

The RTA 2014-2018 Capital Improvement Plan (CIP) is established through an internal committee process with public involvement, and was approved by the Board of Trustees on August 20, 2013. It is broken down into the following categories:

- Buses – Projects associated with the procurement of 175 replacement buses and 60 paratransit vehicles.
- Equipment and Vehicles – Projects associated with equipment, such as management information systems, radios, cameras, and event recorders, and non-revenue vehicle replacement.
- Facilities Improvements – Projects associated with various system-wide facilities, including bridges, bus garages and maintenance facilities, and the rail central maintenance facility.
- Other Projects – Projects including planning studies, and fare collection equipment leasing.
- Preventative Maintenance/Operating Reimbursements – Projects associated with preventative bus and rail maintenance and operating reimbursements for mobility manager and paratransit service.
- Rail Projects – Projects associated with the RTA Heavy and Light Rail Rapid Transit Systems. This includes the electrical system (substations and catenary), train control / signal system, track rehabilitation, rail station rehabilitation, rail expansion, and rail vehicle fleet.
- Transit Centers – Projects associated with patron transit waiting environment, including shelters, passenger enhancements, and transit centers.

As an older system with an established network, the majority of all projects are associated with maintaining a state-of-good repair or enhancing current services. Therefore, most projects fall within the general Title VI compliance provided by the Authority. Specifically, the buses, equipment, other projects, and preventative maintenance that are system-wide and are within the overall Title VI compliance.

For specific capital improvements, such as station, substation, track, building, or bridge rehabilitations, separate Title VI analysis is provided through the NEPA documentation process and approved by FTA Region V. The selection of projects is based on an evaluation of the facilities and determination of need based on infrastructure condition, safety, ADA compliance, and state-of-good repair.

The following map indicates the specific projects on the RTA 2014-2018 CIP as overlaid on the areas of low-income or minority population. System-wide activities, such as the bus replacement program and preventative maintenance activities are not shown.

CHAPTER IV

REQUIREMENTS OF TRANSIT PROVIDERS

A. Service Standards

1. Vehicle Load
2. Vehicle Headway
3. On Time Performance
4. Service Availability

B. Service Policies

1. Transit Amenities
2. Vehicle Assignment

TITLE VI:
ASSESSMENT AND MONITORING

GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY

PREPARED BY SERVICE PLANNING
May 2013

This report's organization follows the organization of FTA Circular 4702.1B. It includes only chapters and sections applicable to transit systems, assessment and monitoring.

CHAPTER IV: REQUIREMENTS AND GUIDELINES FOR FIXED ROUTE TRANSIT PROVIDERS

IV.4.a (2) Requirement to Set Service Standards and Policies

(See 2003 Revised Service Policy)

4.a. (1)

1. Vehicle Load.

RTA's Vehicle Load Standards are found on pp. 12-13 of its Service Policy, May 20, 2003, chapter Four, Section III: Passenger Load Standards.

2. Vehicle Headway.

RTA's Vehicle Headway Standards are found on pp. 8-9 of its Revised Service Policy, May 20, 2003, Chapter Three, Section IV (c): Service Frequency.

3. On-time Performance.

RTA's On Time Performance Standards are found on p. 12 of its Revised Service Policy, May 20, 2003, Chapter Four, Section II (a): Schedule Adherence.

4. Service Availability.

RTA's Transit access policy is found on p.7 of its Revised Service Policy, May 20, 2003, Chapter Three, Section II (a). the policy is: "Route coverage and spacing should be based on demonstrated need or potential demand."

IV.6.b. (2) Effective Practices to Fulfill the Service Policy Requirement

1. Distribution of Transit Amenities for Each Mode

RTA's Transit Bus Stops/ Bus Shelters policy is found on p.9 of its Revised Service Policy, May 20, 2003, Chapter Three, Section V (a,b). the policy briefly stated is:

"Bus stops should be located in proximity to known passenger activity center (e.g., apartments, office buildings, hospitals, etc.) and on the basis of general spacing guidelines rather than required fixed spacing distances."

"The Authority will provide passenger shelters throughout the service area to protect waiting passengers from inclement weather conditions. Shelters may be installed outside the boundaries of Cuyahoga County, provided that the site meets the criteria for the placement of a shelter. However, first priority will be given to sites within the County."

2. Vehicle Assignment.

The vehicle assignment process is governed by a bulletin issued by the Service Management Department. The text of the bulletin is reprinted below.

"Buses must be assigned by type as indicated on pull-out sheets. Service Management considered the availability of the various types of vehicles and the requirements of the different routes and schedules."

"Euclid Corridor Vehicles (EC on pull-out sheets) are specially designed for use on the HealthLine route with its combination of left-side and right-side stations. These buses may not be utilized on any other route."

"Over the road type buses (MCI & MC45 on pull-out sheets), with their narrow aisles and lack of rear doors, are not well suited to regular transit routes where passengers board and alight the bus simultaneously. These vehicles shall be assigned exclusively to park-n-ride routes as indicated on the pull-out sheets. Based on ridership counts, specific park-n-ride blocks on the pull-out sheet are designated by Service Management to be assigned the 45-foot long MCI coaches (mc45)."

"Standard articulated buses (AR on pull-out sheets) should be assigned as indicated on the pull-out sheets. Certain schedules have been designed to utilize their higher passenger capacity. The designated blocks must be assigned an articulated bus in order to prevent overloads."

"Trolleys (TROL on pull-out sheets) may only be assigned to the designated trolley services. These vehicles carry the "Trolley"

brand and will create passenger confusion if utilized on other services."

"Standard transit buses (If on pull-out sheets) shall be assigned to all other routes based on block mileage. Newer buses have lower per-mile maintenance costs and shall therefore be assigned to higher mileage blocks. This assignment will be done at the district level. Care shall be taken to maintain compliance with Title VI (non-discrimination) regulations."

IV.7.5. (a-b) Requirement to Collect and Report Demographic Data

5.a. RTA has prepared the following maps and charts as a part of the requirement to collect and report demographic data on the attached Map CD:

- Map of Census Tracts Identified by Tract Number
- Map of Interstate Highway System, Arterials, and Major Streets
- Map of Cuyahoga County Trip Generators
- Map of GCRTA Levels of Service
- Map of Percent Minority Population by Census Tract
- Map of Low-Income Population by Census Tract
- Map of Minority and Low-Income Census tracts that exceed the Cuyahoga County Average
- Access to GCRTA Transit Service
- Map of GCRTA Transit Facilities
- Distribution of Transit Amenities (Shelter Locations)
- Supervisory Work Zones
- Table identifying each tract with its minority/non-minority and low-income/non low-income composition, with tracts highlighted that exceed Cuyahoga County average for both categories.

5.b. Demographic Ridership and Travel Patterns

RTA conducted an onboard ridership survey in the Fall of 2011 on both its buses and trains. While this survey was small in scale, RTA gathered good information regarding the riders of the system. Please see the appendix and attached data CD for a table summarizing the ridership survey.

IV.9.6 a. Requirement to Monitor Transit Service

(a) Establish Procedures: After each decennial census, RTA analyzes census tracts in its service area (Cuyahoga County).

RTA designates a tract as "MINLOW" if it meets **either or both** of the following criteria:

- The minority population percentage of the tract exceeds that of the county.
- The low-income population percentage of the tract exceeds that of the county.

A tract that meets **neither** of the above criteria is designated "NONMINLOW"

(b) Establish procedures: Annually, RTA staff classifies routes into two categories according to areas served. RTA classifies a route as MINLOW if at least 1/3 of the route is located in a MINLOW census tract; otherwise the route is classified as NONMINLOW. The RTA staff compares the number of vehicle trips, vehicle miles, and vehicle hours by route category to ensure that minority and/or low-income areas are getting their fair share of service.

Establish internal guidelines: RTA's internal guidelines are presented on page 5- 6 of RTA's Title VI Program Update, February 2011.

- (c) Evaluate system-wide service changes: Any time RTA plans a significant system-wide service change, RTA will use the procedure in (a) above to determine whether the plan is discriminatory. If so, RTA will not implement the plan. A significant service change is one that increases or decreases total annual vehicle revenue miles by at least 10 percent.
- (d) Conduct compliance assessments: Every three years RTA will assess its service for Title VI compliance in a manner similar to that presented in this document.
- (e) Take action on findings: RTA will take action on any findings made by FTA or by RTA's Manager of EEO/ADA Programs.

IV.10.7 Requirement to Evaluate Service and Fare Changes

RTA complies with the public involvement process called for in the RTA Revised Service Policy, adopted by the RTA Board on May 20, 2003. Additionally, within the service policy, RTA designated that a significant service change is one that increases or decreases total annual vehicle revenue miles by at least 10 percent. When a

service change of this magnitude occurs, RTA must evaluate the plan to determine whether the plan is discriminatory.

RTA's service planning document is the Service Management Plan (SMP), which is prepared annually. The 2013 Service Management Plan is attached. Its called for no significant service changes in 2013. In fact, a small increase in service is currently being implemented throughout 2013.

III.5.8-9 Promoting Inclusive Public Participation

Methods used to inform minority, low-income and LEP (communities of service changes (e.g. public notices, public hearings, other formal and informal public discussions, presentations, meeting, etc.) are as follows:

- Public notices published in local newspapers (e.g., Plain Dealer, Call & Post, Sun Newspapers).
- Informational flyers pertaining to hearings or meeting are sent to local community development groups, educational institutions, public officials, senior citizen organizations, churches community groups, and libraries throughout the metropolitan area.
- Flyers or Riders's Alerts are posted on RTA buses and rapid cars, and press releases are sent to all print and electronic media.
- Special attention is given to affected service areas.

Service change information is also mailed out to local community service organizations, governmental offices, and in the case of major changes, public hearings are held in the neighborhoods affected. Information community meetings are also scheduled.

4.4.a (d) Meaningful Access to LEP Persons

Information is provided to the Hispanic population with the assistance of out Hispanic Community Relations Specialist. The Specialist translates as needed to provide tow way communication between the Hispanic Community and RTA. RTA also employs two Customer Service Representatives in the Telephone Information Center (Call Center) who are Hispanic and speak Spanish.

Chapter V: MONITORING PROCEDURES FOR TRANSIT PROVIDERS

V.5. Requirement for Transit Providers

Service Planning Section

The Service Planning Section operates with Title VI considerations as basic criteria of service development. Care is given to ensure Title VI compliance when service changes are made. The Manager of EEO/ADA Programs is informed of service change proposals that require public involvement pursuant to RTA's Service Policy.

V.5.a (1) Level of Service Methodology

Vehicle Load

Overloads are investigated and corrected on a case-by-case basis. Reviewing the last three-year trend indicates that RTA does not have a persistent or chronic overload problem. Vehicle load issues are reported to RTA Management via drivers, supervisors, service monitors, scheduling committee members and customers through website, phone calls, fax, written, and walk-in reports. The following table summarizes customer complaints related to overcrowding since 2010.

Customer Complaints regarding Overcrowding

Items	2010	2011	2012	Avg '10-'12
Overcrowding	140	173	121	145
Total Complaints	2,214	3,007	2,193	2,471
Overcrowding Complaints as a Percentage of Total Complaints	6.32%	5.75%	5.52%	5.86%
Ridership	44,682,977	46,278,896	48,264,404	46,408,759
1 Overcrowding complaint for every _____ rides	319,164	267,508	398,879	320,798

On average RTA receives one overcrowding complaint for every 320,798 rides.

The RTA staff has verified the lack of an overcrowding problem by reviewing maximum passenger loads on trips sampled from the National Transit Database. For each route, the average of the observed maximum passenger loads was calculated. Each route was classified as either MINLOW or NONMINLOW as described in Section IV.4.4. The average maximum load of all routes in the MINLOW category was averaged, and the average maximum load of all route in the NONMINLOW category were also averaged. The MINLOW routes averaged a load of 24, while the NONMINLOW routes average was 10. With service modifications, including increased frequency, more passengers are riding some of our busiest routes, with the majority located in MINLOW areas. But these loads are still well under any loads that would be considered overcrowded by RTA's service policy. These averages are consistent with the absence of an overcrowding problem in minority and low-income areas.

Vehicle Assignment

RTA's Policy on vehicle assignment was stated in Section IV.6.b (2) of this report. Typically, higher mileage blocks receive newer and more reliable equipment. Coincidentally, high mileage blocks serve minority and low-income areas.

However, to measure whether RTA vehicle assignments comply with Title VI, RTA sampled six dates in 2012, as shown in the following table:

Randomly Selected Dates

Date	Day	Quarter
February 15, 2012	Wed.	1
March 29, 2012	Thurs.	1
June 26, 2012	Tues.	2
July 18, 2012	Wed.	3
October 4, 2012	Thurs.	4
December 10, 2012	Mon.	4

All pull-out sheets and vehicle assignments by date and garage were extracted from the MIDAS bus dispatch database. As described in Section IV.9.6.a, all routes were categorized as either MINLOW or NONMINLOW. As shown in the table, there is no significant difference in the average age of buses serving MINLOW and NONMINLOW routes.

Vehicle Assignment

Route Category	Average Age
MINLOW	7.97
NONMINLOW	8.44

For more detail, see the "Vehicle Assignment" file on the data CD included with this report.

Vehicle Headway

All routes in the minority and low-income service area comply with RTA's headway policy. All routes are reviewed and investigated further in response to customer complaints, suggestions, and comments.

Each route was classified as either MINLOW or NONMINLOW as described in Section IV.9.6.a. An average headway for each category was calculated. As indicated in the following table, MINLOW routes have shorter (i.e. better) average headways than NONMINLOW routes. This is during peak and off-peak times periods.

Average Vehicle Headways

Route Category	Headways	
	Peak	Midday
MINLOW	20	29
NONMINLOW	34	53

(Schedules effective December 5, 2012)

For more detail, see the "Vehicle Headway" file on the data CD included with this report.

Distribution of Transit Amenities

See Transit Amenities map file on the accompanying data CD. Shelter concentration is higher in MINLOW areas than NONMINLOW areas.

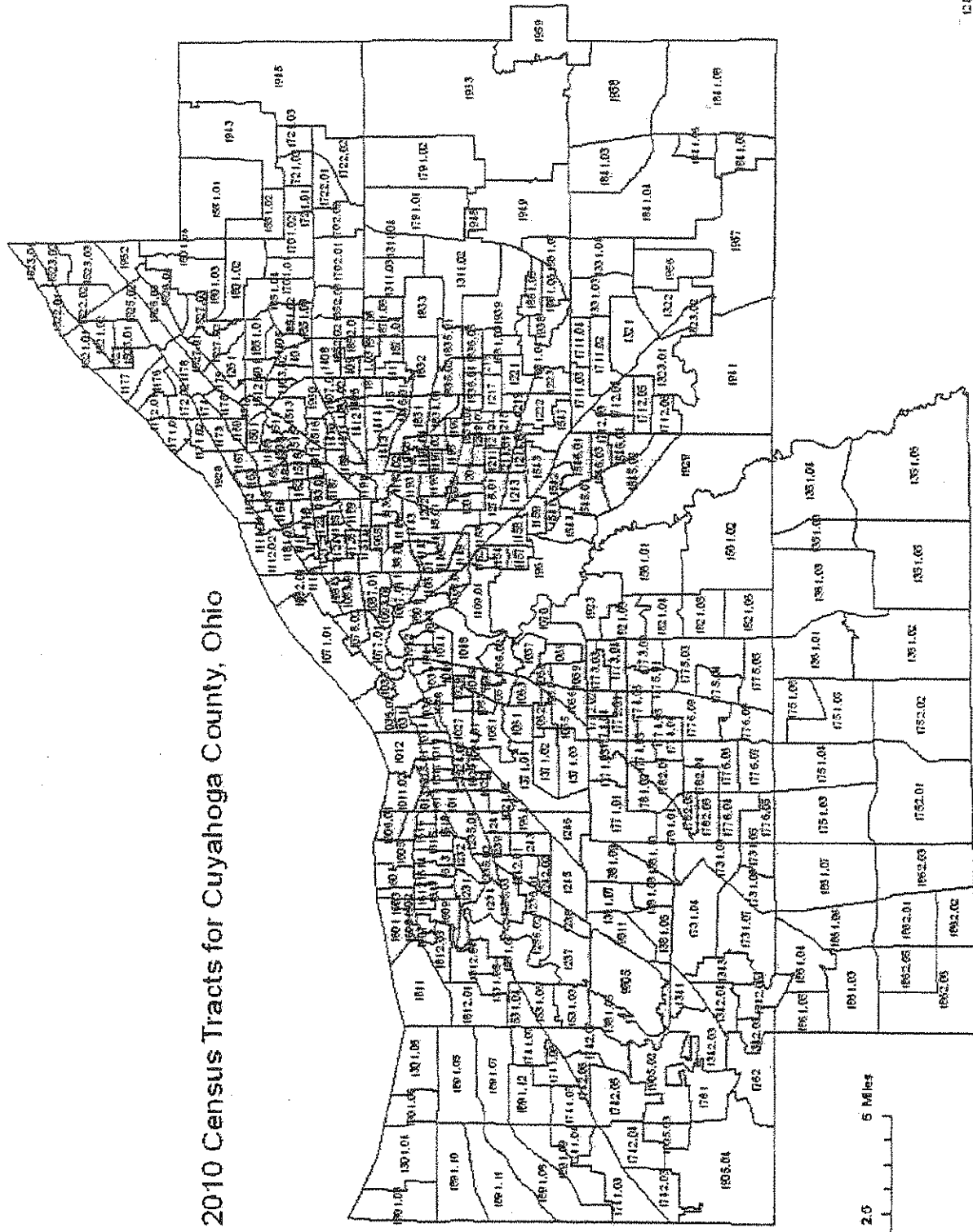
Transit Access

See Transit Access map file on the accompanying data CD. It shows a $\frac{3}{4}$ mile radius around each transit stop. As shown, an insignificant fraction of MINLOW areas are not within $\frac{3}{4}$ mile of a stop, while a significant fraction of NONMINLOW areas are more than $\frac{3}{4}$ mile from a stop.

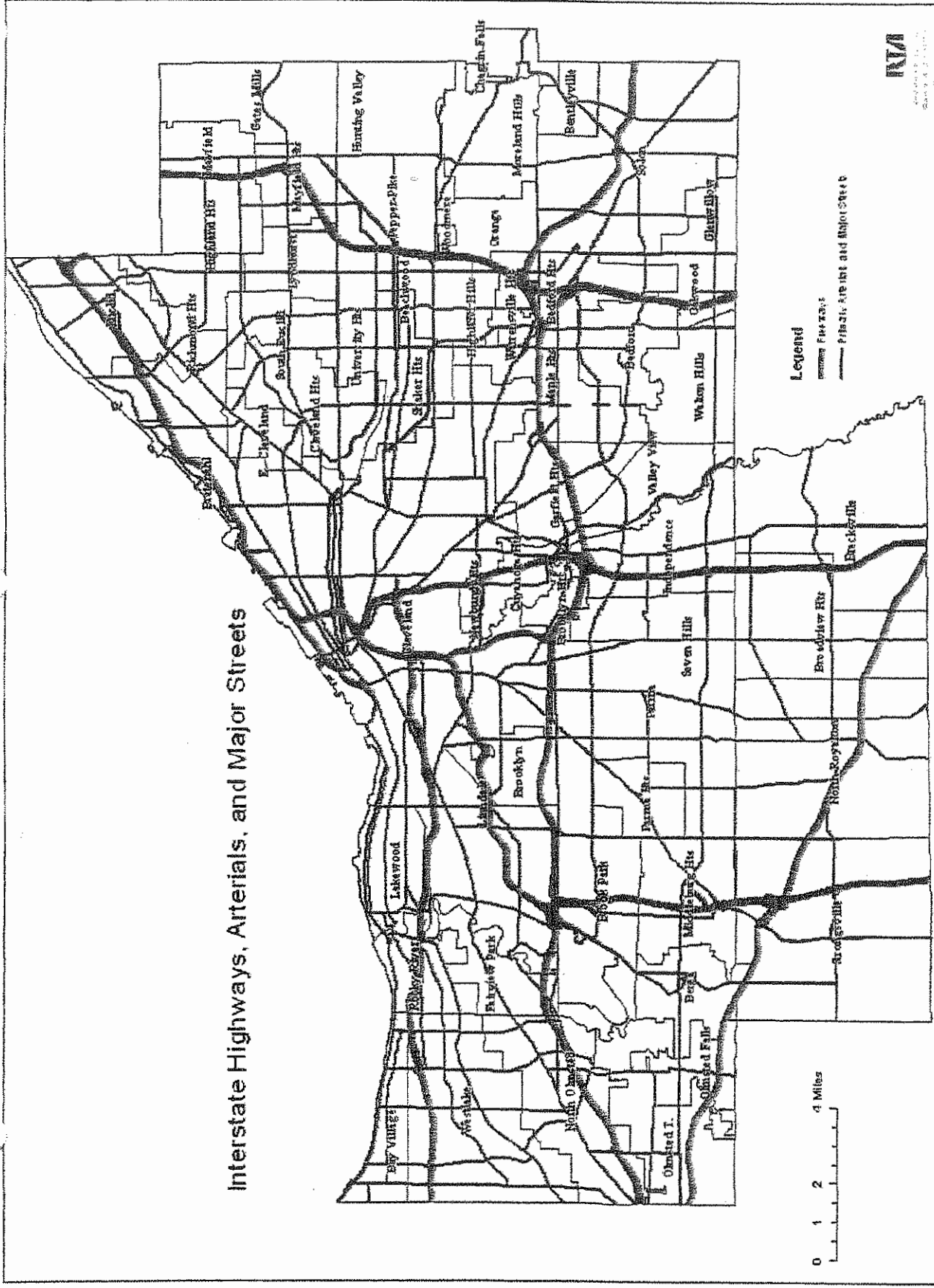
List of Attachments and CD File Names

- A. Data CD
 - a. Maps
 - 1. Map of Census Tracts identified by Tract Number
 - 2. Map of Interstate Highway System, Arterials, and Major Streets
 - 3. Map of Cuyahoga County Trip Generators
 - 4. Map of GCRTA Levels of Service
 - 5. Map of Percent Minority Population By Census Tract
 - 6. Map of Low Income Population by Census Tract
 - 7. Map of Minority and Low Income Census Tracts that exceed Cuyahoga County Average
 - 8. Access to GCRTA Transit Service
 - 9. Access to GCRTA Transit Facilities
 - 10. Distribution of Transit Amenities (Shelter Locations)
 - 11. Supervisory Work Zones 2-11
 - b. Data
 - 12. Table identifying each tract with its minority/non-minority and low income/non low-income composition, with tracts highlighted that exceed the Cuyahoga County average for both categories.
 - 13. Service, Trips, Miles and Hours 2012
 - 14. Vehicle Assignment
 - 15. Vehicle Headway
 - 16. Vehicle Load – Includes 2012 Adherence(On time Performance
 - 17. Supervisory Work Zone Analysis
 - 18. On Board Ridership Survey 2011 –Minority/Non Minority table and full survey results.
- B. Revised Service Policy (May 2003)
- C. 2013 Service Management Plan (2013 SMP)

2010 Census Tracts for Cuyahoga County, Ohio



Interstate Highways, Arterials, and Major Streets



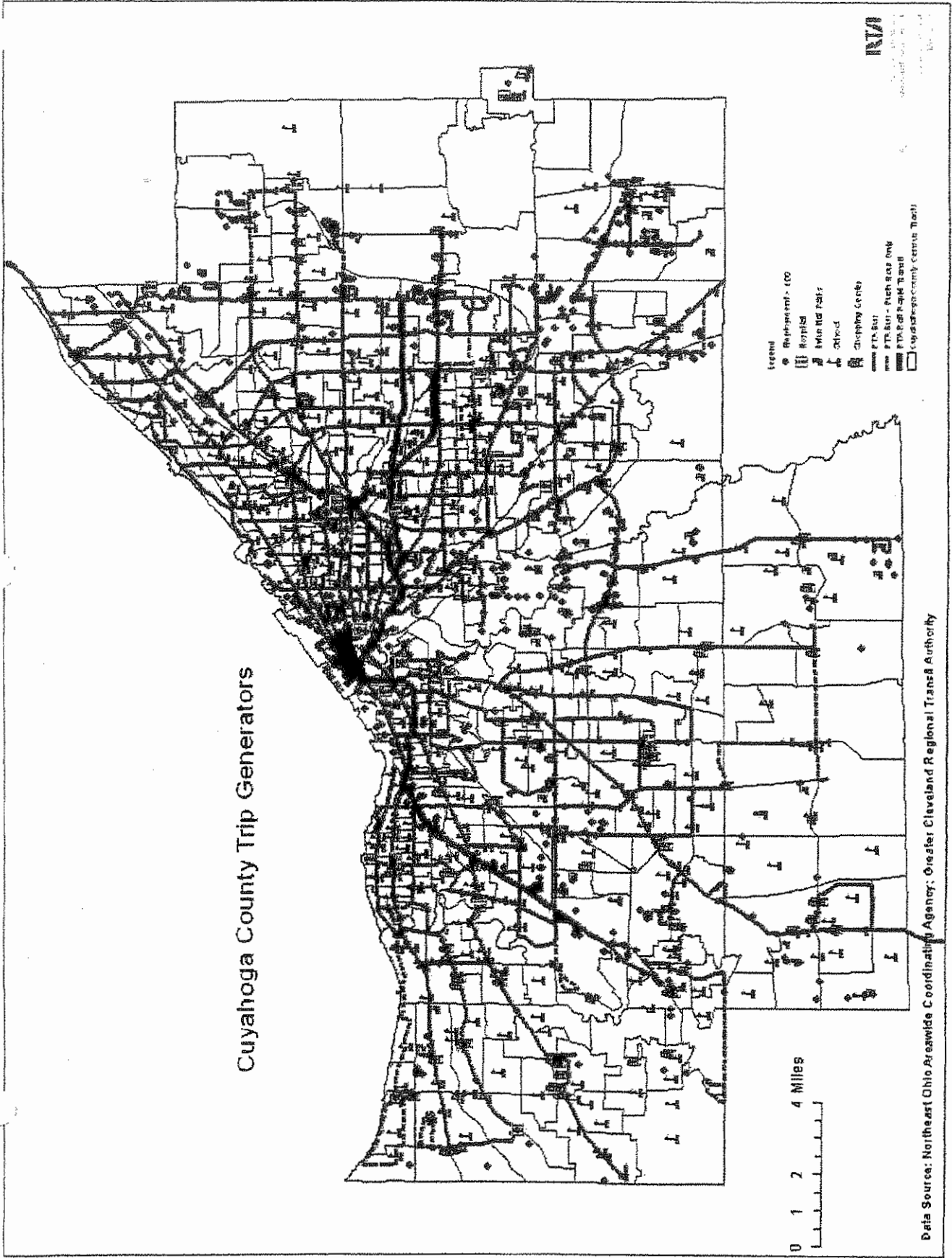
Legend
 ——— Interstate
 ——— Arterial
 ——— Major Street

0 1 2 4 Miles



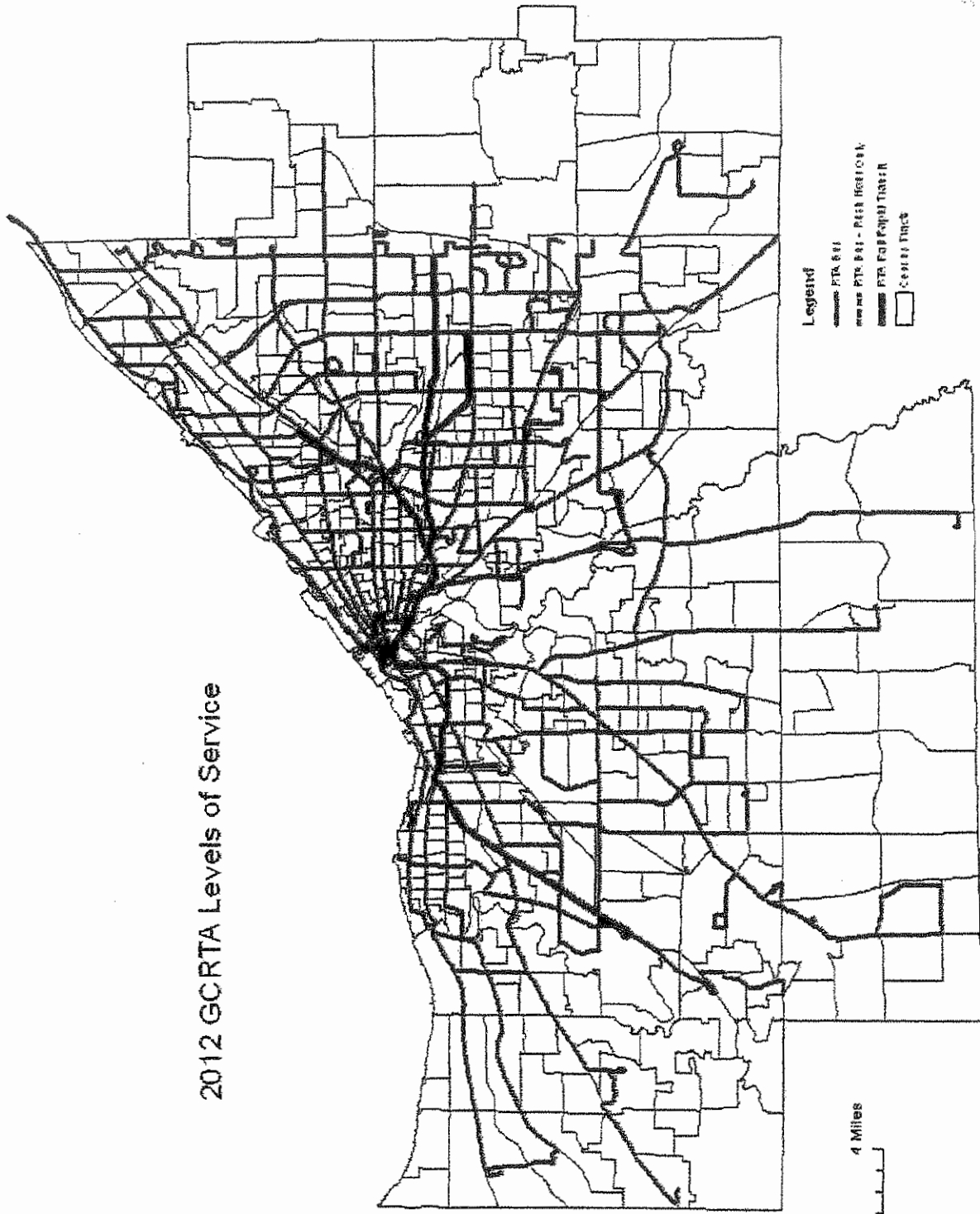
Data Source: Greater Cleveland Regional Transit Authority

Cuyahoga County Trip Generators



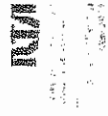
Data Source: Northeast Ohio Area-wide Coordinating Agency, Greater Cleveland Regional Transit Authority

2012 GCRTA Levels of Service



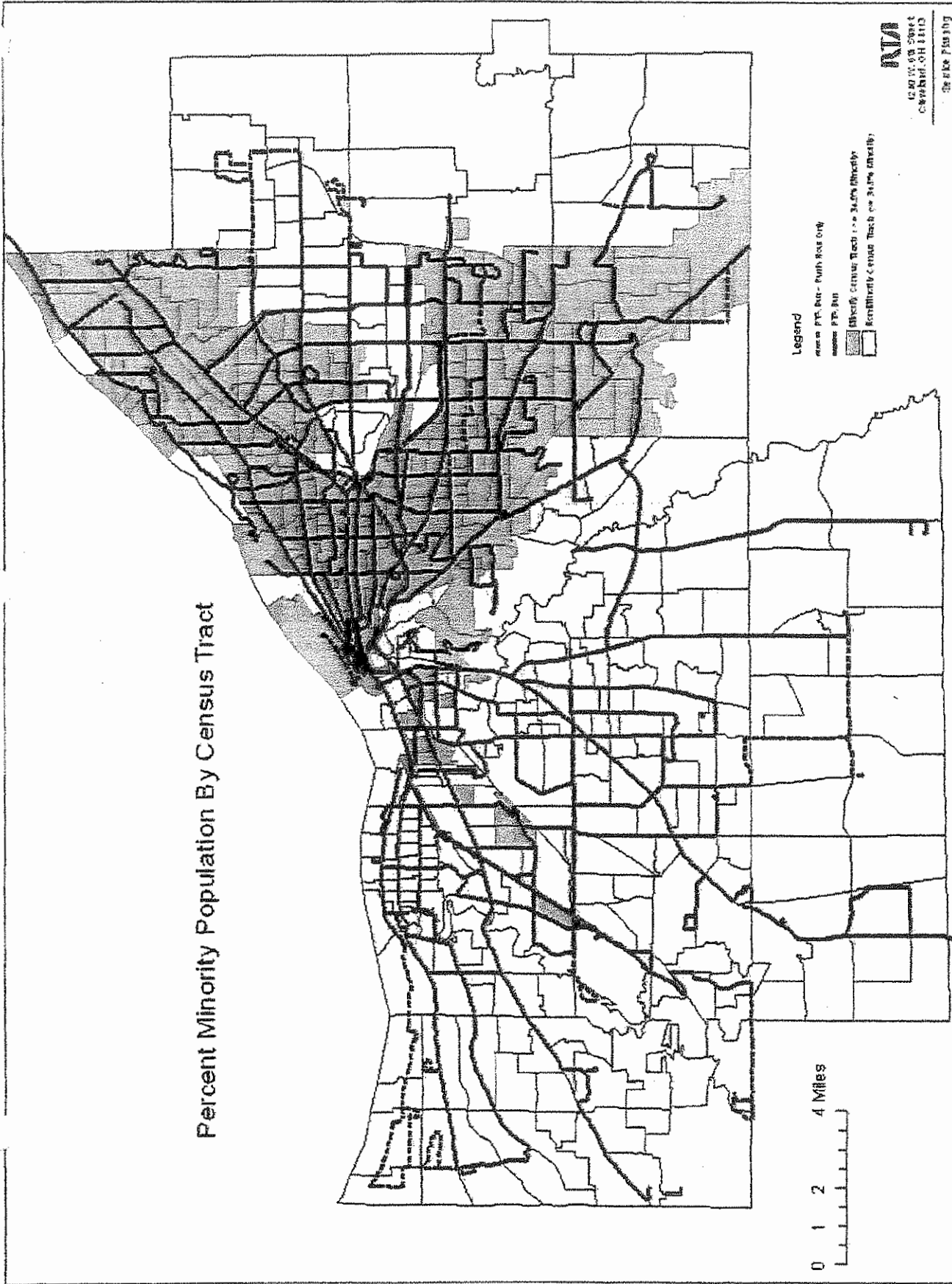
Legend
PTA 600
PTA 601 - PEAR REGION
PTA 602/603/604/605/606
CITY THICK

0 1 2 4 Miles



Data Source: Greater Cleveland Regional Transit Authority

Percent Minority Population By Census Tract



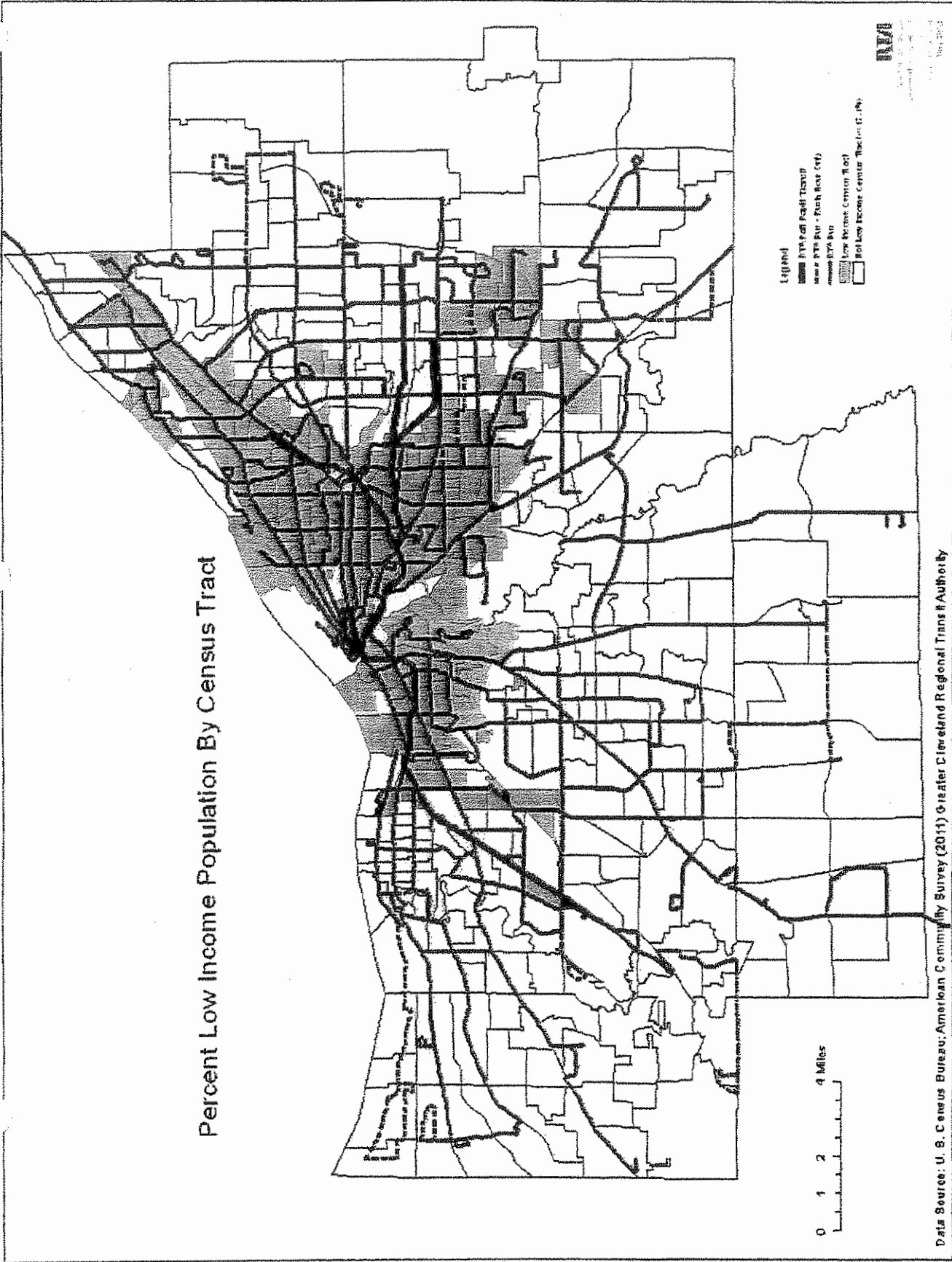
Legend
--- RTA Bus- Rapid Rail only
--- RTA Bus
--- RTA Light Rail
--- RTA Streetcar
--- RTA Trolley
--- RTA Trolleybus
--- RTA Trolleybus

0 1 2 4 Miles

RTA
Greater Cleveland Regional Transit Authority
Cleveland, OH 44115
Mar 2011

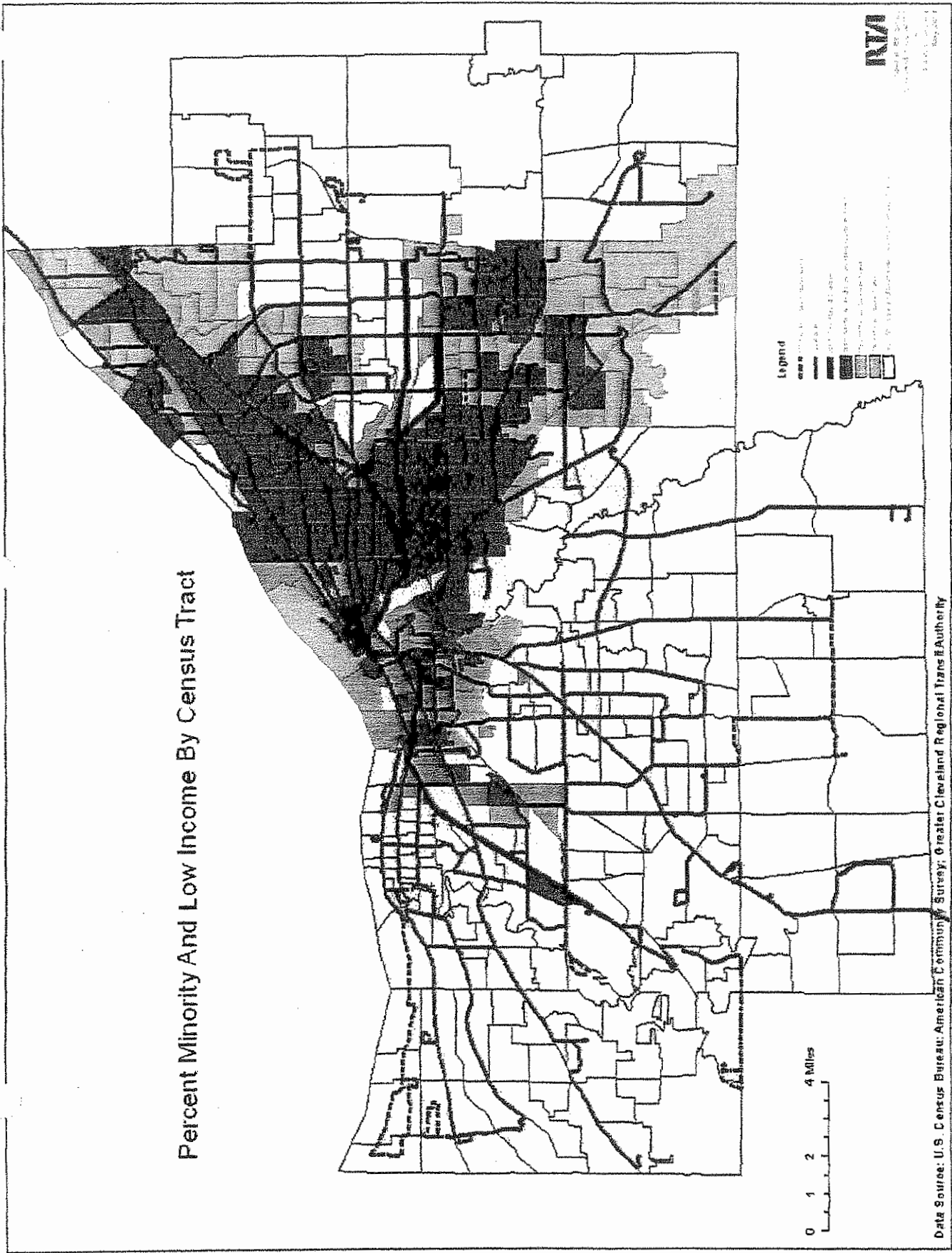
Data Source: U.S. Census Bureau, American Community Survey, 2011. © Greater Cleveland Regional Transit Authority

Percent Low Income Population By Census Tract



Data Source: U. S. Census Bureau, American Community Survey (2011) Greater Cleveland Regional Transit Authority

Percent Minority And Low Income By Census Tract



Analysis of GCRTA Supervisory Staff Work Zones for Title VI Compliance

In order to analyze GCRTA Work Zones, we created a map of each supervisory work zone and overlaid the census tracts, classified as either:

Minority Census Tract
Low Income Census Tract
Both Minority and Low Income Census Tract
Not Minority and Not Low Income Census Tract

After each decennial census, RTA analyzes census tracts in its service area (Cuyahoga County). RTA designates a tract as "MINLOW" if it meets **either or both** of the following criteria:

- The minority population percentage of the tract exceeds that of the county.
- The low-income population percentage of the tract exceeds that of the county.

A tract that meets **neither** of the above criteria is designated "NONMINLOW"

The Authority's entire bus service area is divided into seven geographical zones (Zones 2-8). Zone 11 covers the entire GCRTA service area. GCRTA rail lines (Red Blue and Green) are divided into two zones (R-1 and R-2) of four segments. Additional supervisory zones include the following Transportation Hubs:

Tower City (TC)
Stokes/Windemere (SW)
University Circle (UC)
Stephanie Tubbs Jones (STJ)

Each zone and segment is provided supervisory coverage during the AM and PM hours. Additionally, the Authority has four transportation hubs that are staffed five days a week. One supervisor covers the entire service area from 8:00 p.m. to 4:30 a.m. daily.

The majority of both minority and low-income census tracts (MINLOW) are covered by the Supervisory Work Zones 2, 4, 5, R-1, and R-2. The Transportation Hubs of Stephanie Tubbs Jones Transit Center (STJ), University Circle (UC), and Stokes -Windemere (SW) also serve the majority of MINLOW tracts. Characteristics of these zones include a smaller geographical area (see Maps 1,3,4) and a more closely spaced route network.

Within these zones, at least 15 people are working at least 40 hours per week (see Table 1)

The majority of Non Minority and Non Low- Income (NONMINLOW) census tracts are covered by the Supervisory Work Zones 3,6,7,8. Characteristics of these zones include larger geographical area (see Maps 2,5,6,7) and a more widespread route network.

Within these zones, at least 9 people are working at least 40 hours per week (see Table 1).

Supervisory resources are properly distributed throughout the area with no discrimination on minority or low income areas.

**The Greater Cleveland Regional Transit Authority
 Service Quality Management Department
 Description of Supervisory Work Zones
 January 1, 2013**

The Authority's entire bus service area is divided into seven geographical zones. Its rail line is divided into four segments. Each zone and segment is provided supervisory coverage during the AM and PM hours. Additionally, the Authority has four transportation hubs that are staffed five days a week. One supervisor covers the entire service area from 8:00 p.m. to 4:30 a.m. daily.

Supervisory Zones

Z-2 Northern Border: Lakeshore Blvd.
 Southern Border: Woodland Ave.
 Western Border: E.30th Street
 Eastern Border: E.152nd Street to Euclid Ave to Lee Rd.

Z-3 Northern Border: Cuyahoga County Line
 Southern Border: Fairmont Blvd.
 Western Border: 152nd Street to Lee Road
 Eastern Border: Cuyahoga County Line

Z-4 Northern Border: Woodland Ave.
 Southern Border: Granger
 Western Border: Cuyahoga River
 Eastern Border: Lee Road

Z-5 Northern Border: Lake Ave.
 Southern Border: Brookpark Rd.
 Western Border: W.65th Street
 Eastern Border: E.30th Street

Z-6 Northern Border: Fairmont Blvd.
 Southern Border: Cuyahoga County Line
 Western Border: N-West: Lee Rd. S-West: Brecksville Rd.
 Eastern Border: Cuyahoga County Line
 Southgate Transit Center (within zone)

Z-7 Northern Border: Lake Ave.
 Southern Border: Sprague
 Western Border: Cuyahoga County Line
 Eastern Border: W.65th Street
 Westgate Transit Center (within Zone)
 Westpark Park-N-Ride (within Zone)

Z-8 Northern Border: Brookpark Rd.
 Southern Border: Cuyahoga County Line
 Western Border: Cuyahoga County Line
 Eastern Border: Brecksville Road
 Parmatown Transit Center (within zone)

Rail Segments

R-1 E.55 east to VanAken Blvd.
 R-1 E.55th east to Green Road
 R-1 Shaker Square northeast to Stokes/Wind.
 R-2 W. 25th west to Cleveland-Hopkins International Airport

Transportation Hubs

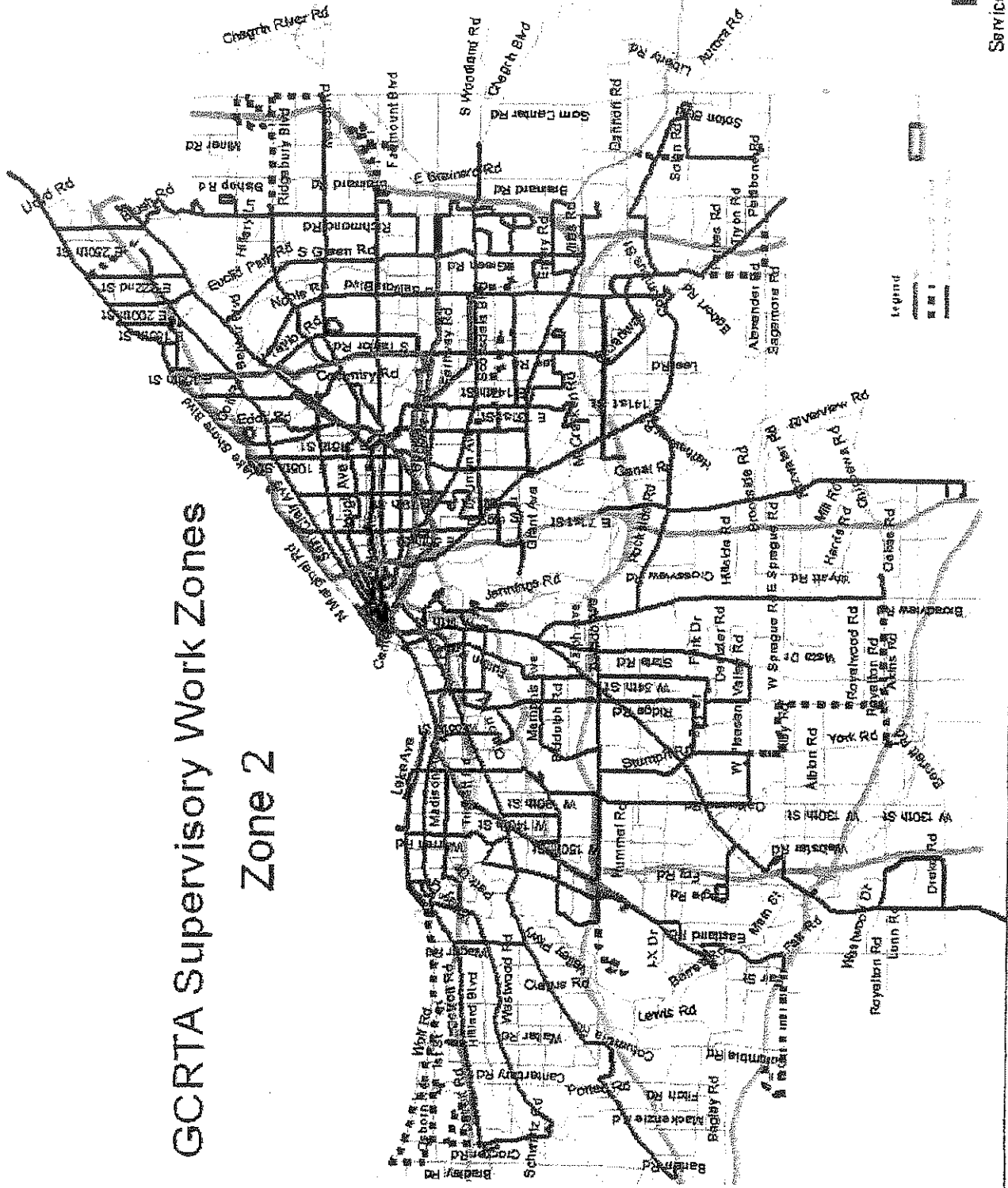
TC Tower City east to E.55th and west to W. 25th
 SW Stokes/Windemere RTS
 UC University Circle RTS
 STJ Stephanie Tubbs-Jones

Approximate supervisory man-hours/week

Z-2 40
 Z-3 80
 Z-4 40
 Z-5 80
 Z-6 80
 Z-7 80
 Z-8 80
 R-1 80
 R-2 40
 TC 120
 SW 80
 UC 40
 STJ 40
 Z-11 40 (entire service area 8:00 p.m. - 4:30 a.m.)

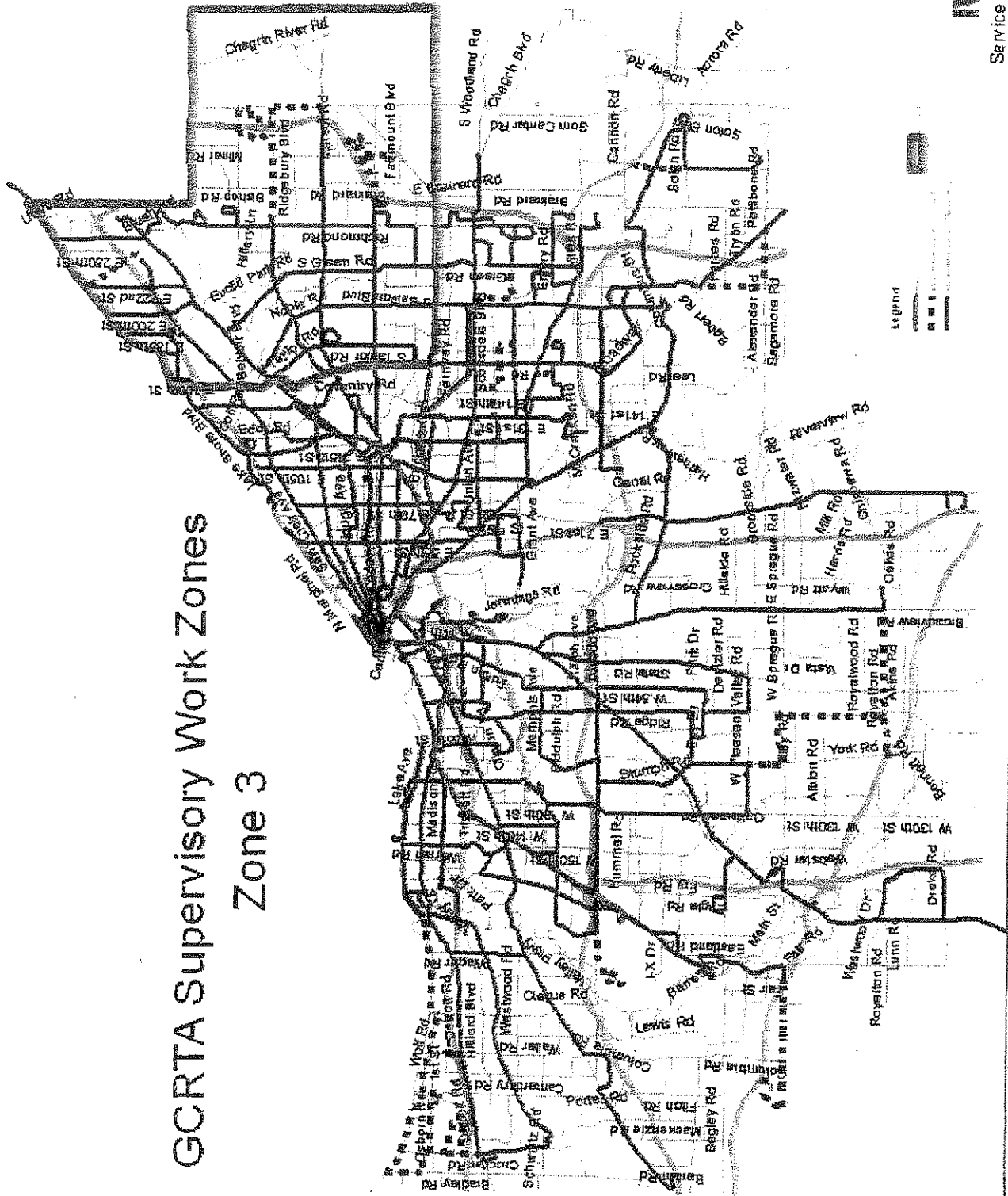
GCRTA Supervisory Work Zones

Zone 2

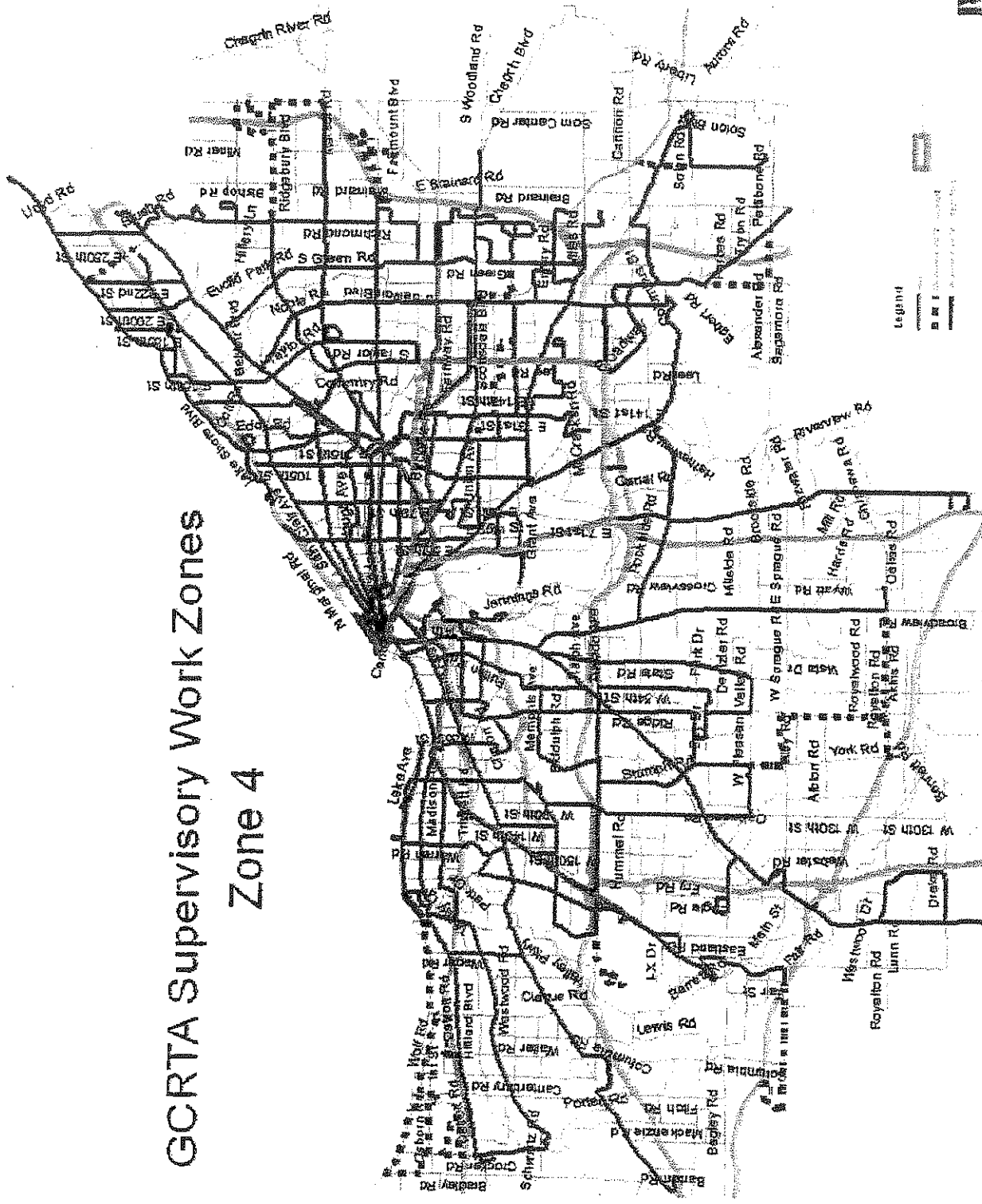


Service Planning

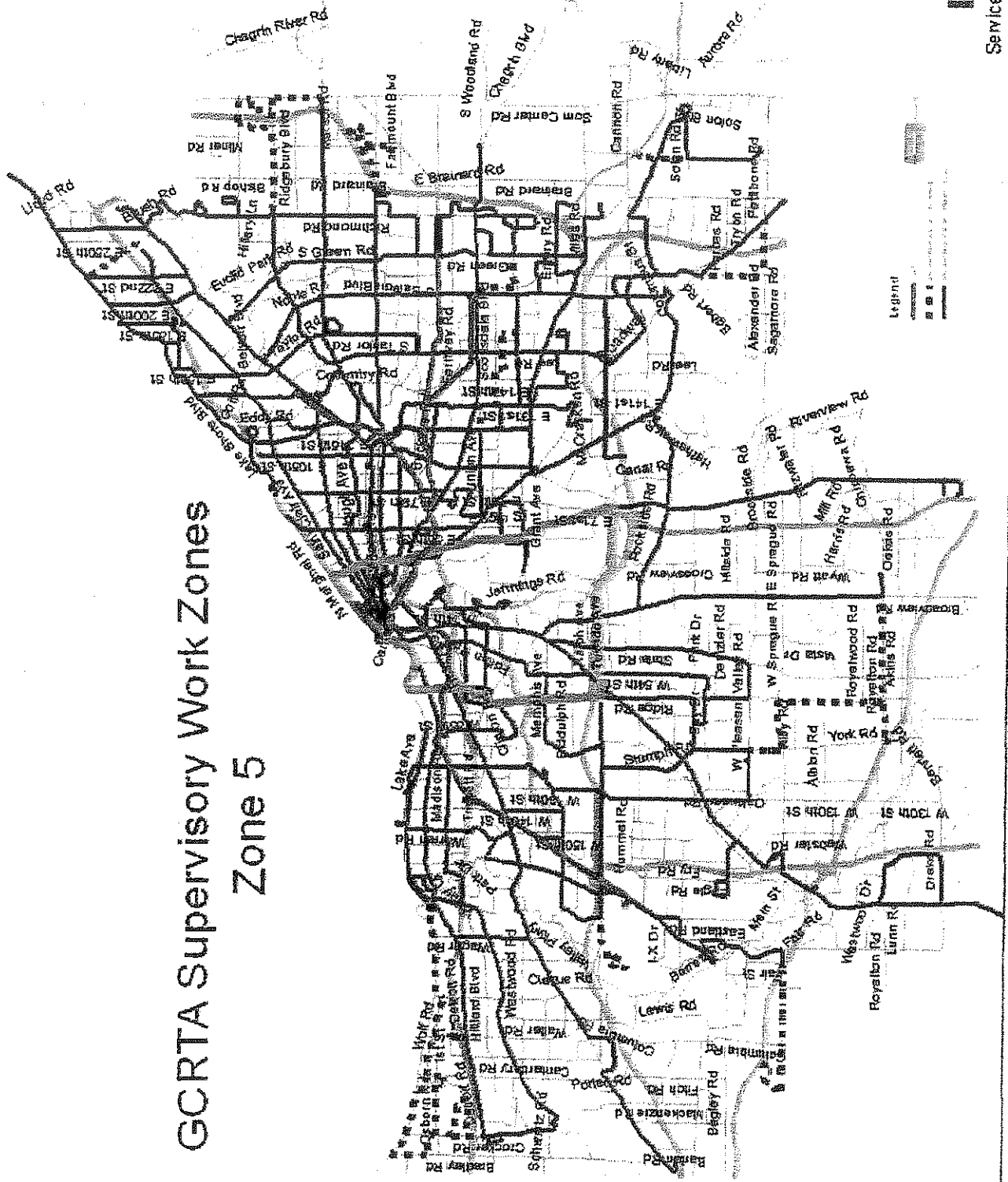
GCRTA Supervisory Work Zones Zone 3



GCRTA Supervisory Work Zones Zone 4



GCRTA Supervisory Work Zones Zone 5

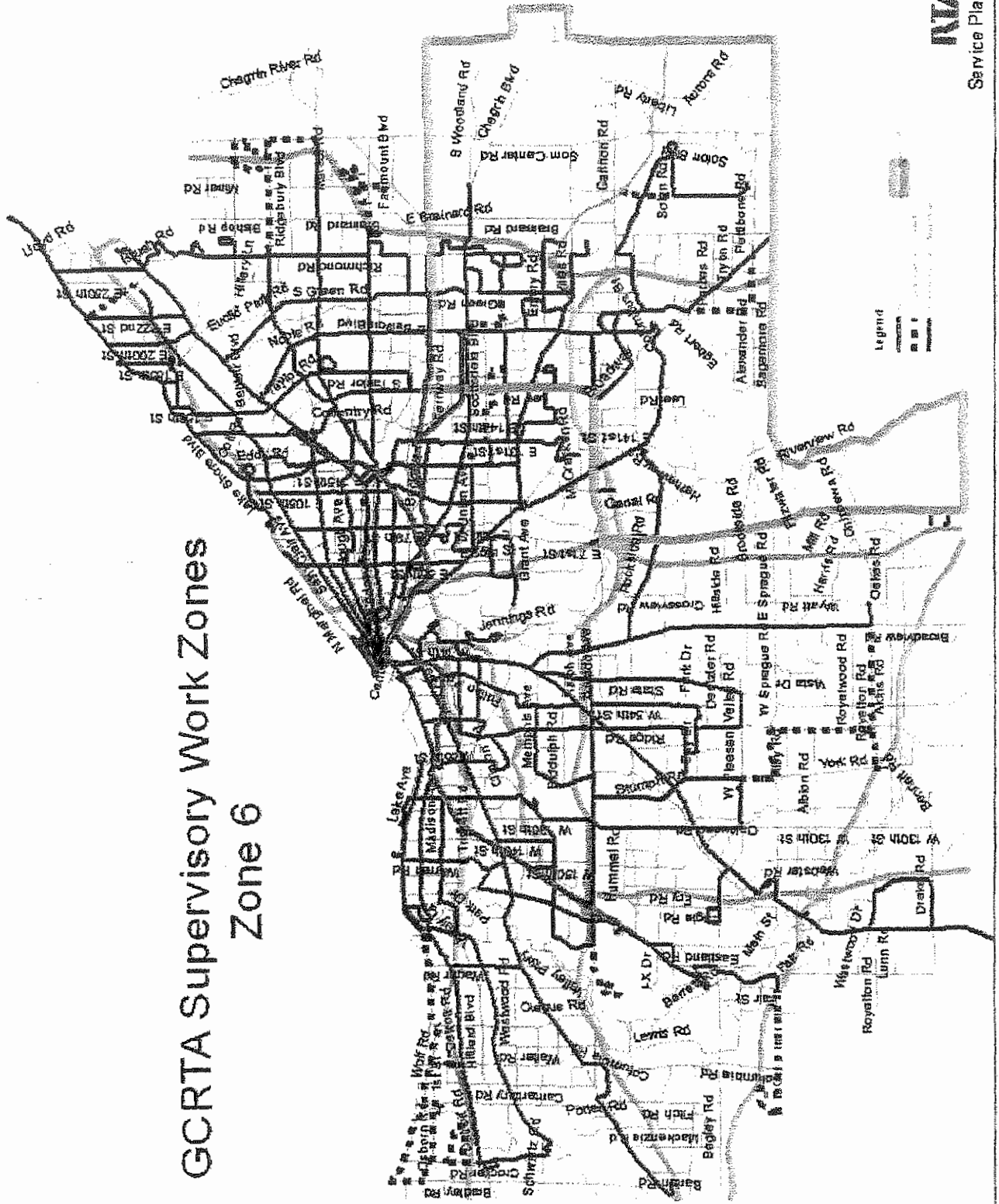


Legend
Major Arterial
Collector Street
Local Street



Service Planning

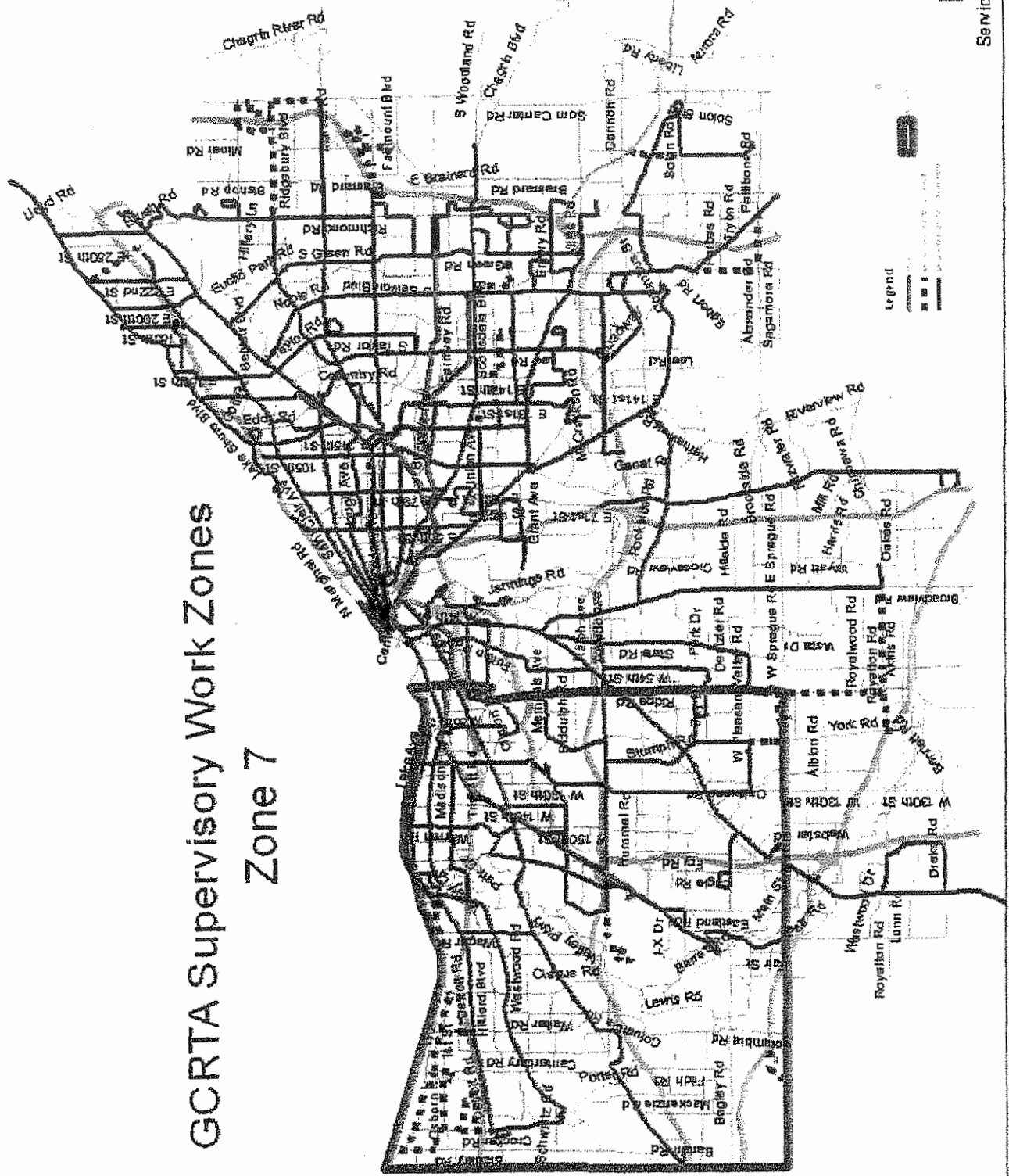
GCRTA Supervisory Work Zones Zone 6



Service Planning

GCRTA Supervisory Work Zones

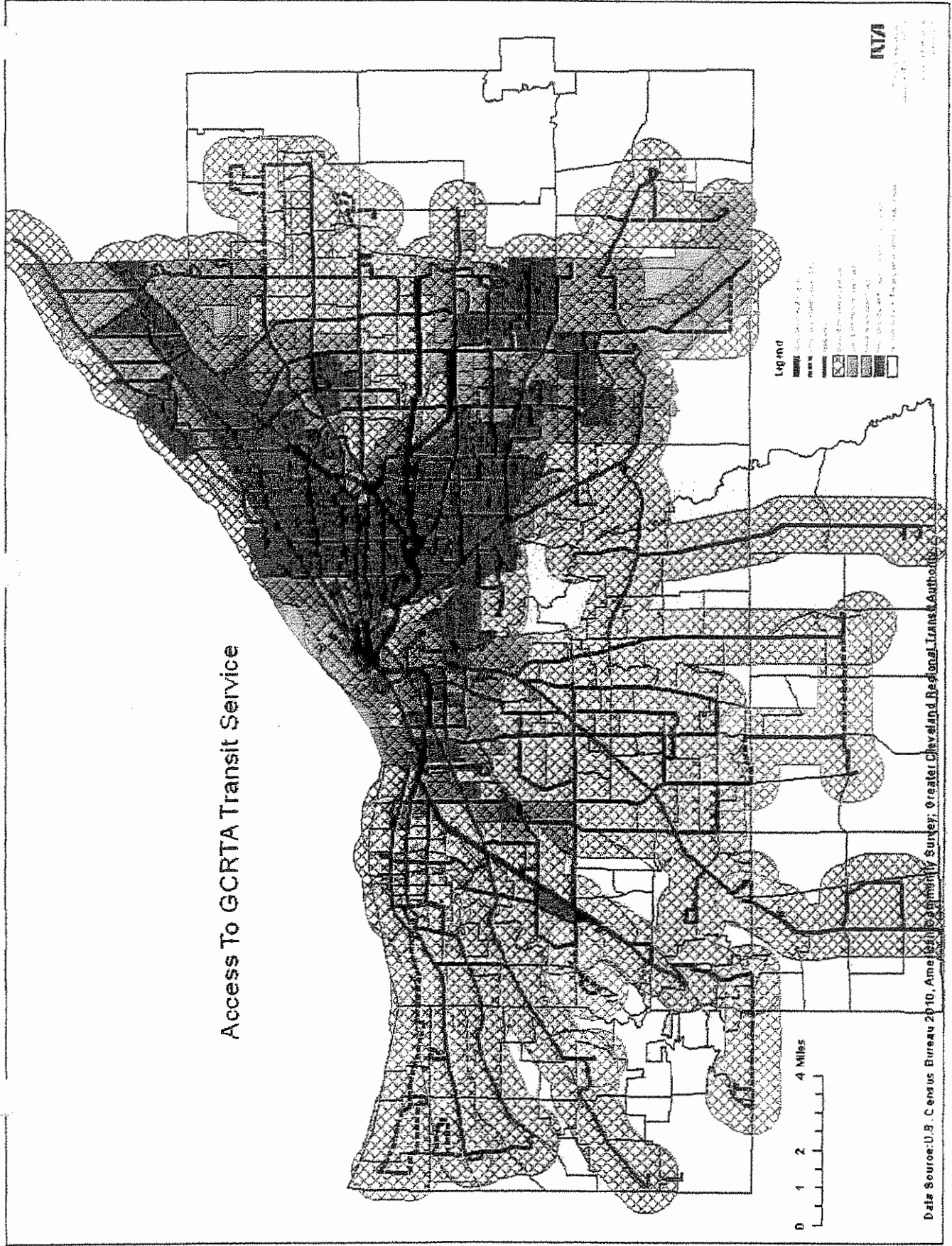
Zone 7



Legend

-
-
-

Access To GCRTA Transit Service



	Minority		Non Minority		Other		Blank	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Number of Surveys	409	45.3%	408	45.2%	31	3.4%	55	6.1%
Income								
Less than 10K	90	10.0%	40	4.4%	8	0.9%	5	0.6%
10K-19,999K	73	8.1%	36	4.0%	6	0.7%	2	0.2%
20,000K-24999K	36	4.0%	21	2.3%	5	0.6%	2	0.2%
Trips Made for								
work	176	19.5%	249	27.6%	15	1.7%	27	3.0%
entertainment	6	0.7%	10	1.1%	0	0.0%	2	0.2%
School	58	6.4%	19	2.1%	4	0.4%	11	1.2%
Doctor's/Dentists	12	1.3%	5	0.6%	0	0.0%	2	0.2%
visit family/friend	18	2.0%	5	0.6%	1	0.1%	2	0.2%
shopping	15	1.7%	15	1.7%	1	0.1%	2	0.2%
other	99	11.0%	88	9.7%	8	0.9%	4	0.4%
blank	25	2.8%	17	1.9%	2	0.2%	5	0.6%
RTA Service								
Bus	270	29.9%	244	27.0%	26	2.9%	26	2.9%
HealthLine	9	1.0%	3	0.3%	3	0.3%	3	0.3%
Trolley	4	0.4%	5	0.6%	0	0.0%	0	0.0%
Red Line	11	1.2%	13	1.4%	2	0.2%	2	0.2%
Blue Line	4	0.4%	3	0.3%	1	0.1%	1	0.1%
PNR	15	1.7%	86	9.5%	4	0.4%	4	0.4%
Blank	96	10.6%	54	6.0%	19	2.1%	19	2.1%
Transfers								
1	213	23.6%	95	10.5%	13	1.4%	26	2.9%
2	177	19.6%	302	33.4%	16	1.8%	23	2.5%
3								
3 or more								
blank	19	2.1%	11	1.2%	2	0.2%	6	0.7%
Number of Vehicles								
0	183	20.3%	98	10.9%	9	1.0%	9	1.0%
1	149	16.5%	94	10.4%	5	0.6%	5	0.6%
2	56	6.2%	138	15.3%	6	0.7%	6	0.7%
3	12	1.3%	49	5.4%	1	0.1%	1	0.1%
4 or more	6	0.7%	26	2.9%	1	0.1%	1	0.1%
blank	3	0.3%	3	0.3%	33	3.7%	33	3.7%
Vehicle Available								
Yes	128	14.2%	262	29.0%	8	0.9%	9	1.0%
No	271	30.0%	141	15.6%	22	2.4%	13	1.4%
blank	10	1.1%	5	0.6%	1	0.1%	13	1.4%

1. Which RTA service are you riding now?

Bus	561	62.13%
HealthLine	16	1.77%
Downtown Trolley	9	1.00%
Red Line	29	3.21%
Blue Line	8	0.89%
Green Line	0	0.00%
Waterfront Line	0	0.00%
Park-N-Ride	106	11.74%
No Answer	174	19.27%

2a. Was the bus or rapid on time?

Yes	788	87.26%
No	66	7.31%
No Answer	49	5.43%

3. How did you get to the bus or rapid transit train you are now riding?

Walked	444	49.17%
RTA Rapid	36	3.99%
Drove	211	23.37%
RTA Bus	150	16.61%
A Ride	5	0.55%
Dropped Off	34	3.77%
Bicycle	5	0.55%
Other	5	0.55%
No Answer	13	1.44%

4. For this trip, what is your final destination?

Work	467	51.72%
Recreation/ Entertainment	18	1.99%
School	92	10.19%
Doctor	19	2.10%
Visiting a friend	26	2.88%
Shopping	33	3.65%
Other	199	22.04%
No Answer	49	5.43%

4a. Will the bus or train deliver you at your final destination?

Yes	538	59.58%
No	329	36.43%
No Answer	36	3.99%

4a. If no, how will you get to your final destination?

Walk	201	22.26%
RTA Rapid	28	3.10%
Drive	14	1.55%
Other	11	1.22%
Ride	6	0.66%
RTA Bus	123	13.62%
No Answer	520	57.59%

5. Will you have to transfer during your trip today?

Yes	347	38.43%
No	518	57.36%
No Answer	38	4.21%

5a. If yes, how many transfers will you make?

1	163	18.05%
2	117	12.96%
3	58	6.42%
More than 3	28	3.10%
No Answer	537	59.47%

6. In addition to the bus/rapid you are now riding, what other services or routes will you use to reach your

Bus Route	326	36.10%
HealthLine	111	12.29%
Downtown Trolley	44	4.87%
Red Line	108	11.96%
Blue Line	28	3.10%
Green Line	18	1.99%
Waterfront Line	5	0.55%
Park-N-Ride	42	4.65%
No Answer	221	24.47%

7. How would you have made this trip today if RTA service had not been available?

Would not make the trip	261	28.90%
Drive Alone	265	29.35%

Bicycle	29	3.21%
Someone else would drive	206	22.81%
Carpool	33	3.65%
Taxi	30	3.32%
Other	42	4.65%
No Answer	37	4.10%

8. On average, how many days a week do you ride RTA?

First time ever	3	0.33%
Less than 1 per week	16	1.77%
1	11	1.22%
2	28	3.10%
3	48	5.32%
4	95	10.52%
5	403	44.63%
6	114	12.62%
7	173	19.16%
No Answer	12	1.33%

9. For what reasons do you use RTA? Check all that apply...will not add up to 100%

Go to work	695	76.97%
Go to sporting events	147	16.28%
Visit friends/relatives	285	31.56%
Go to church	114	12.62%
Run general errands	276	30.56%
Go on field trips	25	2.77%
Shopping	310	34.33%
Go to concerts	66	7.31%
Go to school	209	23.15%
Other	72	7.97%
No Answer		0.00%

10. How long have you been using RTA?

Less than 1 year	117	12.96%
1-2 years	65	7.20%
2-3 years	74	8.19%
3-5 years	110	12.18%
5 or more years	529	58.58%
No Answer	8	0.89%

11. Comparing this year to last, do you ride RTA:

Much more often	249	27.57%
Somewhat more often	90	9.97%
About the same	448	49.61%
Somewhat less often	68	7.53%
Much less often	26	2.88%
No Answer	22	2.44%

12. Where do you purchase your pass or farecard for riding RTA?

Tower City	125	13.84%
Commuter Advantage	154	17.05%
Vending Machine	78	8.64%
Retail Outlet	242	26.80%
www.shoprta.com	8	0.89%
Farebox	105	11.63%
Other	210	23.26%
No Answer		0.00%

13. How did you pay for your fare on this trip?

Cash	222	24.58%
Student Pass	74	8.19%
UPASS	26	2.88%
All Day Individual	82	9.08%
All Day Senior/Disabled	58	6.42%
Loop	0	0.00%
5-Trip	83	9.19%
PNR Farecard	47	5.20%
Senior/Disabled Farecard	28	3.10%
Student Farecard	3	0.33%
PNR 7 Day pass	3	0.33%
7 Day pass	135	14.95%
Monthly	126	13.95%
PNR Monthly	63	6.98%
All Day Children's Pass	2	0.22%
No Answer		0.00%

14a. RTA usually arrives on time, as scheduled.

Strongly Disagree	86	9.52%
Disagree	115	12.74%
Neutral	206	22.81%
Agree	294	32.56%

Strongly Agree	183	20.27%
No Answer	19	2.10%

14b. RTA driver operates vehicle safely.

Strongly Disagree	33	3.65%
Disagree	31	3.43%
Neutral	112	12.40%
Agree	290	32.12%
Strongly Agree	420	46.51%
No Answer	17	1.88%

14c. I feel a sense of security while waiting for the bus or train.

Strongly Disagree	63	6.98%
Disagree	100	11.07%
Neutral	255	28.24%
Agree	271	30.01%
Strongly Agree	197	21.82%
No Answer	17	1.88%

14d. I feel a sense of security while riding on RTA vehicles.

Strongly Disagree	43	4.76%
Disagree	71	7.86%
Neutral	196	21.71%
Agree	311	34.44%
Strongly Agree	263	29.13%
No Answer	19	2.10%

14e. RTA drivers are courteous.

Strongly Disagree	46	5.09%
Disagree	72	7.97%
Neutral	206	22.81%
Agree	294	32.56%
Strongly Agree	269	29.79%
No Answer	16	1.77%

14f. RTA drivers are helpful to riders.

Strongly Disagree	31	3.43%
Disagree	74	8.19%
Neutral	200	22.15%

Agree	297	32.89%
Strongly Agree	284	31.45%
No Answer	17	1.88%

14g. RTA vehicles are in good working condition.

Strongly Disagree	67	7.42%
Disagree	95	10.52%
Neutral	227	25.14%
Agree	314	34.77%
Strongly Agree	179	19.82%
No Answer	21	2.33%

14h. RTA seating is comfortable.

Strongly Disagree	90	9.97%
Disagree	133	14.73%
Neutral	227	25.14%
Agree	288	31.89%
Strongly Agree	147	16.28%
No Answer	18	1.99%

14i. Temperature on RTA vehicles is comfortable.

Strongly Disagree	60	6.64%
Disagree	123	13.62%
Neutral	263	29.13%
Agree	293	32.45%
Strongly Agree	147	16.28%
No Answer	17	1.88%

14j. The travel time is reasonable.

Strongly Disagree	48	5.32%
Disagree	95	10.52%
Neutral	198	21.93%
Agree	337	37.32%
Strongly Agree	207	22.92%
No Answer	18	1.99%

14k. The bus or rapid cars are clean inside.

Strongly Disagree	99	10.96%
Disagree	128	14.17%

Neutral	220	24.36%
Agree	295	32.67%
Strongly Agree	143	15.84%
No Answer	18	1.99%

14l. The bus or rapid cars are clean on the outside.

Strongly Disagree	69	7.64%
Disagree	116	12.85%
Neutral	242	26.80%
Agree	293	32.45%
Strongly Agree	154	17.05%
No Answer	29	3.21%

14m. The RTA facilities are clean.

Strongly Disagree	109	12.07%
Disagree	123	13.62%
Neutral	265	29.35%
Agree	245	27.13%
Strongly Agree	132	14.62%
No Answer	29	3.21%

14n. RTA service is available when I need it.

Strongly Disagree	86	9.52%
Disagree	126	13.95%
Neutral	220	24.36%
Agree	279	30.90%
Strongly Agree	168	18.60%
No Answer	24	2.66%

14o. There are plenty of places and ways to get information about fares and services.

Strongly Disagree	37	4.10%
Disagree	77	8.53%
Neutral	202	22.37%
Agree	310	34.33%
Strongly Agree	256	28.35%
No Answer	21	2.33%

14p. The fares are reasonable.

Strongly Disagree	129	14.29%
-------------------	-----	--------

Disagree	129	14.29%
Neutral	244	27.02%
Agree	245	27.13%
Strongly Agree	135	14.95%
No Answer	21	2.33%

14g. Park-N-Ride lots are clean.

Strongly Disagree	28	3.10%
Disagree	63	6.98%
Neutral	233	25.80%
Agree	249	27.57%
Strongly Agree	194	21.48%
No Answer	136	15.06%

15a. How would you rate RTA's service, overall?

1	53	5.87%
2	70	7.75%
3	238	26.36%
4	403	44.63%
5	114	12.62%
No Answer	25	2.77%

15b. How would you rate RTA's drivers, overall?

1	18	1.99%
2	59	6.53%
3	197	21.82%
4	378	41.86%
5	220	24.36%
No Answer	31	3.43%

16. How likely would you be to recommend RTA services to a friend or family member?

Very Likely	55	6.09%
Somewhat Likely	57	6.31%
Neither Likely or Unlikely	128	14.17%
Somewhat Unlikely	304	33.67%
Very Unlikely	327	36.21%
No Answer	32	3.54%

17. RTA is using social media. Please check all social media sites you use.

Facebook
Twitter
FourSquare
Youtube
LinkedIn
Other
No Answer

18. Do you follow RTA on social media?

Facebook
GCRTA
GCRTApnr
No Answer

19. Has the increase of gas prices affected your riding habits?

Yes	0.00%
No	0.00%
No Answer	0.00%

19a. If yes, do you ride:

More Often	0.00%
Less Often	0.00%
No Answer	0.00%

20. Within the past few months, have you seen or heard any advertising for RTA?

Yes	0.00%
No	0.00%
No Answer	0.00%

21. If your answer was yes, please indicate where you remember seeing or hearing any advertising.

Newspaper
Station Signage
Flyers/Handouts
Television
Radio
Social Media (FB, twitter)
Bus Exteriors
Inside Buses/Trains
Billboards

Internet
Other
No Answer

DEMOGRAPHICS

23. Gender

Female	527	58.36%
Male	345	38.21%
No Answer	31	3.43%

24. Ethnicity

African-American	356	39.42%
Asian	19	2.10%
Hispanic	34	3.77%
White	408	45.18%
Other	31	3.43%
No Answer	55	6.09%

25. Marital Status

Single	469	51.94%
Married	272	30.12%
Divorced	72	7.97%
Widowed	21	2.33%
Other	21	2.33%
No Answer	48	5.32%

26. Age

Under 18	38	4.21%
18-24	119	13.18%
25-35	160	17.72%
36-45	141	15.61%
46-55	226	25.03%
55+	178	19.71%
No Answer	41	4.54%

27. Including yourself, how many people live in your household?

28. How many vehicles are in your household?

0	305	33.78%
1	255	28.24%
2	207	22.92%
3	64	7.09%
4 or more	33	3.65%
No Answer	39	4.32%

29. Was a car available for you to drive for this trip if you needed it?

Yes	407	45.07%
No	447	49.50%
No Answer	49	5.43%

31. Education

8th Grade or less	12	1.33%
Some HS	86	9.52%
HS Graduate	202	22.37%
Some College	255	28.24%
Tech School Graduate	24	2.66%
College Graduate	169	18.72%
Some Post Grad Work	31	3.43%
Post Grad Degree	74	8.19%
No Answer	50	5.54%

32. Income

Less than \$10,000	143	15.84%
\$10,000-\$19,999	117	12.96%
\$20,000-\$24,999	64	7.09%
\$25,000-\$29,999	48	5.32%
\$30,000-\$39,999	60	6.64%
\$40,000-\$49,999	55	6.09%
\$50,000-\$59,999	58	6.42%
\$60,000-\$74,999	48	5.32%
\$75,000-\$99,999	54	5.98%
\$100,000 or more	64	7.09%
I don't know	75	8.31%
No Answer	117	12.96%

Dear Customer: Please take a few minutes to complete this survey. Your answers will be used in evaluating RTA services. When you leave the vehicle, return the survey to the person collecting them or drop it in any mailbox. No stamp is needed. Thank you for taking time to complete this survey, and enjoy your ride.



ABOUT THIS TRIP

- 1) Which RTA service are you riding now? (Check one answer)
 - Bus Route # _____
 - Gold Line (55F)
 - Downtown Trolley
 - Red Line Rapid (Airport/Windermere)
 - Blue Line Rapid (Van Aken-Warrensville Line)
 - Green Line Rapid (Shaker-Green Line)
 - Waterfront Line
 - HealthLine
 - Park-N-Ride

- 2) At what time did you board this bus or rapid? (Write the time, then check AM or PM)
_____ AM PM I don't know

- 2a) Was the bus or rapid on time? (Please check one) Yes No

- 3) How did you get to the bus or rapid transit train you are now riding? (Check one answer)
 - Walked
 - Drove
 - A ride from another person who parked
 - Rode bicycle
 - RTA Rapid
 - RTA Bus
 - Dropped off by someone
 - Other _____

- 4) For this trip, what is your final destination? (Check one answer)
 - Work
 - School
 - Doctor's or Dentist's Office
 - Shopping
 - Recreation/Entertainment
 - Visiting a Friend or Relative
 - Other _____

- 4a) Will the bus or train deliver you at your final destination? Yes No
If "No" how will you get to your final destination? (Check one answer)
 - Walk
 - Drive
 - Ride from another person
 - RTA Bus
 - RTA Rapid
 - Other _____

- 5) Will you have to transfer during your trip today? Yes No
If yes, how many transfers will you make?
 - 1
 - 2
 - 3
 - More than 3

- 5) In addition to the bus or rapid transit train you are now riding, what other services or routes did you or will you use to reach your destination? (Please check all that you will ride to get to your destination for this trip.)
 - Bus Route # _____
 - Gold Line (55F)
 - Downtown Trolley
 - Red Line Rapid (Airport/Windermere)
 - Blue Line Rapid (Van Aken-Warrensville Line)
 - Green Line Rapid (Shaker-Green Line)
 - Waterfront Line
 - HealthLine
 - Park-N-Ride

- 7) How would you have made this trip today if RTA service had not been available? (Check one answer)
 - Would not make this trip
 - Someone else would drive me
 - Taxi
 - Drive alone
 - Bicycle
 - Carpool or vanpool
 - Other _____

- 8) On average, how many days a week do you ride RTA? (Check one answer)
 - First time ever
 - Less than once a week
 - 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7

- 9) For what reasons do you use RTA? (Please check all that apply)
 - Go to work
 - Go to Church
 - Do shopping of any kind
 - Go to sporting events
 - Run general errands
 - Go to concerts
 - Visit friends/relatives
 - Go on field trips
 - Go to school
 - Any other uses _____

- 10) How long have you been using RTA? (Check one answer)
 - Less than one year
 - One to two years
 - Two to three years
 - Three to five years
 - Five years or more

- 11) Comparing this year to last, do you ride RTA? (Check one answer)
 - Much more often
 - Somewhat more often
 - About the same
 - Somewhat less often
 - Much less often

If you chose "Much less often" or "Somewhat less often" in Question 11, please tell us why you have changed your riding pattern.

(TURN PAGE)

12) Where do you purchase your pass or farecard for riding RTA?

- Tower City Customer Service Center Vending machine at an RTA Station www.shoprta.com
 Pass delivered at work (Commuter Advantage) Retail Outlet (grocery / convenience store) At the farebox
 Other _____

3) How did (or will) you pay your fare on this trip?

- Cash (Please write amount paid) \$ _____ Loop Farecard Park-N-Ride 7-Day Pass
 Student Pass 5-Trip Farecard 7-Day Pass University Pass
 Park-N-Ride Farecard Monthly Pass All Day Individual Pass Senior/Disabled Farecard
 Park-N-Ride Monthly Pass All Day Senior/Disabled Pass Student Farecard All Day Children Pass
 Other _____

14) Please look at the statements below and rate whether you agree or disagree with the statements on a scale of 1 to 5, where 1 means you "Strongly Disagree" and 5 means you "Strongly Agree"

a) RTA usually arrives on time, as scheduled.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

b) RTA driver operates the vehicle safely.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

c) I feel a sense of security while waiting for the bus or train.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

d) I feel a sense of security while riding on RTA vehicles.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

e) RTA drivers are courteous.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

f) RTA drivers are helpful to riders.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

g) RTA vehicles are in good working condition.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

h) RTA seating is comfortable.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

i) Temperature on RTA vehicles is comfortable.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

j) The travel time is reasonable.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

k) The bus or rapid cars are clean inside.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

l) The bus or rapid cars are clean on the outside.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

m) The RTA facilities are clean. (shelters, Park-n-Rides, transit centers and rapid stations)

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

n) RTA service is available when I need it.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

o) There are plenty of places and ways to get information about fares and services.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

p) The fares are reasonable.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

q) Park-N-Ride lots are clean.

- 1 (Strongly Disagree) 2 3 4 5 (Strongly Agree)

- 15) RTA is using social media to keep in contact with riders. Please check all of the social media sites that you use.
 Facebook Twitter FourSquare Youtube LinkedIn Other _____
- 16) Do you follow RTA on social media?
 Facebook @GCRТА @GCRТАpr
- 17) Please rate RTA's service below on a scale of 1 to 5, where 1 is "Poor" and 5 is "Excellent"
- a) How would you rate RTA's service, overall
 1 (Poor) 2 3 4 5 (Excellent)
- b) How would you rate RTA's drivers, overall
 1 (Poor) 2 3 4 5 (Excellent)
- 18) How likely would you be to recommend RTA services to a friend or family member?
 Very Likely Somewhat Likely Neither Likely nor Unlikely Somewhat Unlikely Very Unlikely
- 19) Has the increase of gas prices affected your riding habits? Yes No
a) If yes, Do you ride More or Less often
- 20) Within the past few months, have you seen or heard any advertising for RTA ?
 Yes No
- 21) If your answer was yes, please indicate where you remember seeing or hearing any advertising.
 Newspaper Television Bus Exteriors Billboards
 Station Signage Radio Inside Buses/Trains Internet
 Flyers/Handouts Social Media (Facebook, Twitter, etc.) Other _____
- 22) If you recall the advertising, what products, services or promotions were being advertised?

Please tell us about yourself:

- 23) I am (Check one answer) Female Male
- 24) I am (Check one answer)
 African-American Asian Hispanic White Other _____
- 25) I am (Check one answer)
 Single Married Divorced Widowed Other _____
- 26) I am (Check one answer)
 Under 18 18-24 25-35 36-45 46-55 55+
- 27) Including yourself, how many people live in your household? _____
- 28) How many vehicles are in your household? (Check one answer)
 0 1 2 3 4 or more
- 29) Was a car available for you to drive for this trip, if you needed it? (Check one answer)
 Yes No
- 30) What is the zip code where you live? _____
- 31) What is the highest level of education you have completed? (Check one answer)
 8th grade or less Some College Some Post Graduate Work
 Some High School Technical School Graduate Post-Graduate Degree
 High School Graduate College Graduate
- 32) What is your household income? (Check one answer)
 Less than \$10,000 \$25,000-\$29,999 \$50,000-\$59,999 \$100,000 or more
 \$10,000-\$19,999 \$30,000-\$39,999 \$60,000-\$74,999 I do not know
 \$20,000-\$24,999 \$40,000-\$49,999 \$75,000-\$99,999

(OVER)

OPTIONAL

31) If you would be available to answer more questions later about RTA, please fill in your name and telephone number below. (You do not have to be a regular RTA user.) If we contact you, and you answer additional questions about RTA, you will be provided with a token of appreciation for your cooperation.

Name _____ Phone Number _____

Address _____

E-mail Address _____

32) You may be asked to participate in other telephone or E-mail surveys, or take part in discussion groups or workshops. Please check as many as you wish:

- Telephone survey Mail survey E-mail/Internet survey
 Discussion group Workshop

Thank you for your participation!

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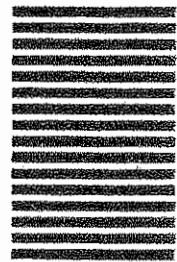


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ATTENTION: MARKETING DEPARTMENT

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PLEASE MAIL BY DECEMBER 31, 2011

SERVICE STANDARDS

Service Standards consist of the following:

- Vehicle Load
- Vehicle Headway
- On Time Performance
- Service Availability

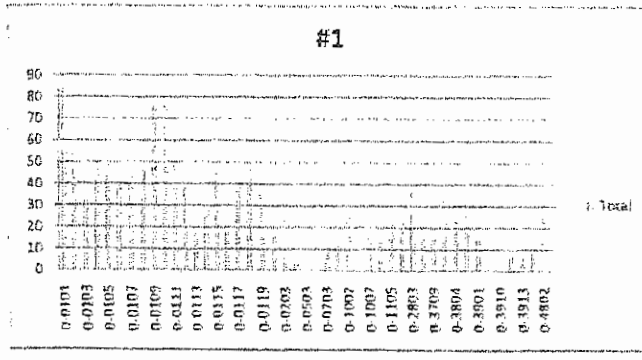
Vehicle Load: 2012 RTA ROUTES

2012 Route	DESCRIPTION	CAT	Minority Category	Time Service	Mean Vehicle Load
1	1 St. Clair	R	MINLOW	All Day	49
2	2 E.55th / E.79th	CF	MINLOW	All Day	11
3	3 Superior	R	MINLOW	All Day	57
7	7 Monticello - Euc Hts	CF	MINLOW	All Day	8
8	8 Cedar	R	MINLOW	All Day	26
10	10 East 105	CF	MINLOW	All Day	46
11	11 Quincy - Buckeye	R	MINLOW	All Day	37
14	14 Kinsman	R	MINLOW	All Day	60
15	15 Union - Harvard	R	MINLOW	All Day	50
16	16 East 55	CF	MINLOW	All Day	3
19	19 Broadway - Miles	R	MINLOW	All Day	25
20	20 W 25 - State	R	MINLOW	All Day	21
21	21 West 25 - Clark	R	MINLOW	All Day	
22	22 Lorain	R	MINLOW	All Day	32
26	26 Detroit	R	MINLOW	All Day	9
28	28 Euclid	CF	MINLOW	All Day	45
30	30 E 140 - Lakeshore	CF	MINLOW	All Day	34
35	35 West 25 - Broadview	R	MINLOW	All Day	24
37	37 E 185 - Taylor	CF	MINLOW	All Day	27
38	38 Hough	CF	MINLOW	All Day	27
40	40 Lakeview - Lee	CF	MINLOW	All Day	30
41/41F	41/41F Warrensville	CF	MINLOW	All Day	33
47	47 Muny Lot - Public Square Loop	DL	MINLOW	Peak	2
48/48A	48/48A University Circle - E131	CF	MINLOW	All Day	15
58	58 University Circle - E116	CF	MINLOW	All Day	16
60	60 East 9/12 Trolley	DL	MINLOW	Peak	5
61	61 E Line Trolley	DL	MINLOW	All Day	5
62	62 B Line Trolley	DL	MINLOW	All Day	38
63	63 C Line Trolley	DL	MINLOW	Eve/Wkd	16
64	64 L Line Trolley	DL	MINLOW	Wkd	8
HL	HL HealthLine	R	MINLOW	All Day	20
76	76 Broadway - Turney	R	MINLOW	All Day	15
79A/B	79A/B Fulton	R	MINLOW	All Day	3
81	81 Tremont - Storer	R	MINLOW	All Day	15
90F	90F Broadway - Libby	R	MINLOW	All Day	24
239	239 Euclid Park-n-Ride	XF	MINLOW	Peak	11

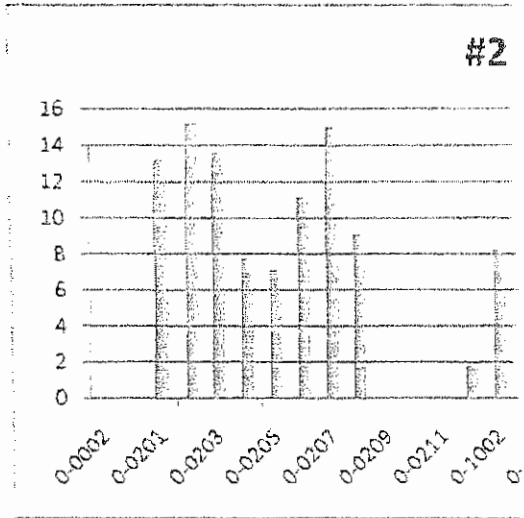
Vehicle Load: 2012 RTA ROUTES

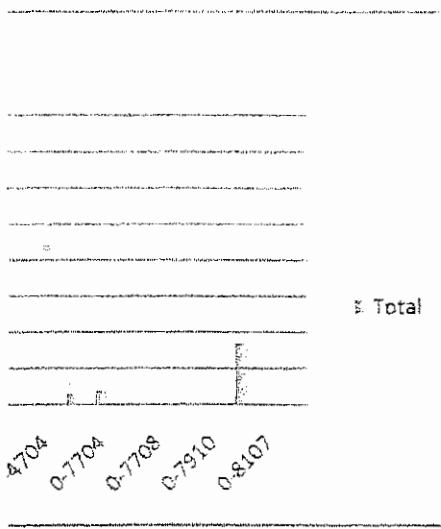
2012 Route	DESCRIPTION	GAT	Minority Category	Time Service	Mean Vehicle Load
5	5 Chagrin Blvd	CF	NONMINLOW	All Day	13
9	9 Mayfield	CF	NONMINLOW	All Day	22
25	25 Madison	CF	NONMINLOW	All Day	13
27F	27F Solon Flyer	CF	NONMINLOW	All Day	6
32	32 Cedar	CF	NONMINLOW	All Day	31
34	34 E 200 - Green	CF	NONMINLOW	All Day	
39	39 Lake Shore Blvd	R	NONMINLOW	All Day	
39F	39F Lake Shore Blvd	R	NONMINLOW	All Day	13
43	43 Lake - Wolf	CF	NONMINLOW	Peak	1
45/45A	45/45A Ridge	R	NONMINLOW	All Day	6
46	46 Detroit - Wagar	CF	NONMINLOW	All Day	10
49	49 Center Ridge	CF	NONMINLOW	All Day	2
51	51 W. 25 - Pearl	R	NONMINLOW	All Day	11
54	54 Brookpark	CF	NONMINLOW	All Day	3
55	55 Clifton	R	NONMINLOW	All Day	12
55F	55F West Shore Flyer	R	NONMINLOW	Peak	7
68	68 Bagley	CF	NONMINLOW	All Day	3
75	75 North Olmsted	CF	NONMINLOW	All Day	25
77	77F Brecksville	R	NONMINLOW	All Day	11
78	78 W 117 - Puritas	CF	NONMINLOW	All Day	
83	83 W. 130	CF	NONMINLOW	All Day	27
86	86 Warren - Berea	CF	NONMINLOW	All Day	20
94	94 E. 260th - Richmond	CF	NONMINLOW	All Day	9
135	135 Broadview - N. Royalton	R	NONMINLOW	Peak	9
246	246 Westlake Park-n-Ride	XF	NONMINLOW	Peak	10
251	251 Strongsville Park-n-Ride	XF	NONMINLOW	Peak	8
263	263 N. Olmsted Park-n-Ride	XF	NONMINLOW	Peak	7
451	451 Laurel Square	XF	NONMINLOW	Peak	9

Row Labels	Average of Load
0-0101	85.70612184
0-0102	54.6128804
0-0103	52.65917556
0-0104	50.44422882
0-0105	56.61151609
0-0106	38.20345664
0-0107	43.89088887
0-0108	46.40328428
0-0109	76.0239521
0-0110	80.11308744
0-0111	48.17898045
0-0112	38.85267527
0-0113	19.89146389
0-0114	27.45443898
0-0115	53.64165103
0-0116	21.33578174
0-0117	38.93166121
0-0118	50.25291121
0-0119	41.01519972
0-0120	15.71503497
0-0203	38.73846154
0-0311	2.353658537
0-0503	3.225609756
0-0504	-0.296296296
0-0708	10.5
0-0804	11.825
0-1002	27.77938144
0-1006	-22.77272727
0-1007	15.17362111
0-1102	13.390625
0-1105	23.57362425
0-1410	22.25565217
0-2803	44.1536906
0-2807	20.7369863
0-3709	15.17032967
0-3801	33.61204013
0-3804	23.59429477
0-3805	34.71428571
0-3901	20.61368653
0-3906	15.19148936
0-3910	-13.62847222
0-3911	13
0-3913	7.271604938
0-4005	14.81578947
0-4802	31.80047506
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Grand Total	4938235294

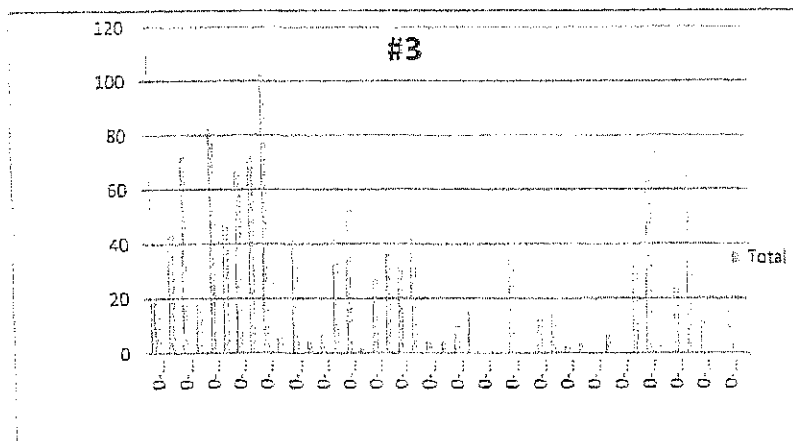


Row Labels	Average of Load
0-0002	#DIV/0!
0-0119	-15.33333333
0-0201	13.21024719
0-0202	15.20566763
0-0203	13.64199551
0-0204	7.755302435
0-0205	7.118225475
0-0206	11.16666667
0-0207	14.97921374
0-0208	9.113761081
0-0209	-7.326330257
0-0210	-12.20428988
0-0211	-3.274268617
0-0212	1.825443787
0-1002	8.279069767
0-4703	-1.161676647
0-4704	-16.57777778
0-7501	0.611111111
0-7704	0.8
0-7707	-8.951612903
0-7708	-1.568181818
0-7709	-7.244444444
0-7910	-0.916666667
0-8105	3.423762376
0-8107	-2.333333333
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Grand Total	10.42250634

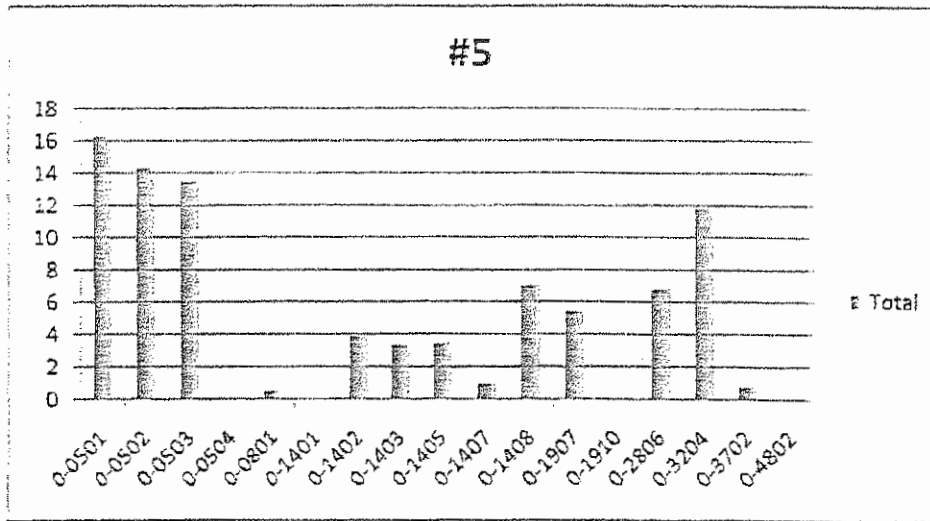




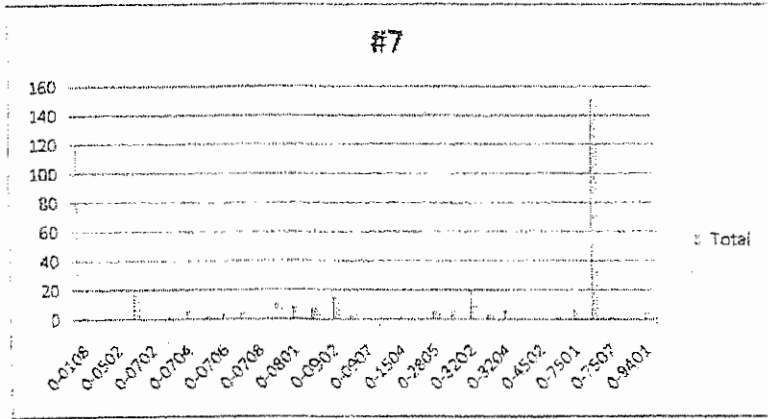
Row Labels	Average of Load
0-0105	18.75454545
0-0301	43.26056436
0-0302	72.14997503
0-0303	18.19258395
0-0304	82.68737971
0-0305	47.09609976
0-0306	66.97522189
0-0307	72.41379893
0-0308	102.3251177
0-0309	5.947291629
0-0310	42.053218
0-0311	4.296597146
0-0312	7.044174326
0-0503	42.25773196
0-0701	52.51612903
0-0901	2.375
0-1401	26.8411215
0-1402	36.8938992
0-1403	31.49425287
0-1404	42.34856176
0-1502	4.857142857
0-1505	4.4
0-1508	11.05755396
0-1509	15.28142589
0-1909	-26.45454545
0-2801	-2.044283414
0-2802	34.6875
0-2806	0.248788368
0-2807	12.54
0-2808	16.3877551
0-3404	2.6
0-3701	3.535714286
0-3706	#DIV/0!
0-3803	6.686567164
0-3807	-8.492537313
0-3901	31.97942387
0-3909	63.6654252
0-3912	3.339622642
0-3913	24.23643411
0-3914	64.925
0-3915	12.1754386
0-4101	-0.775862069
0-4108	21.06060606
0-4801	#DIV/0!
Grand Total	57.09064207



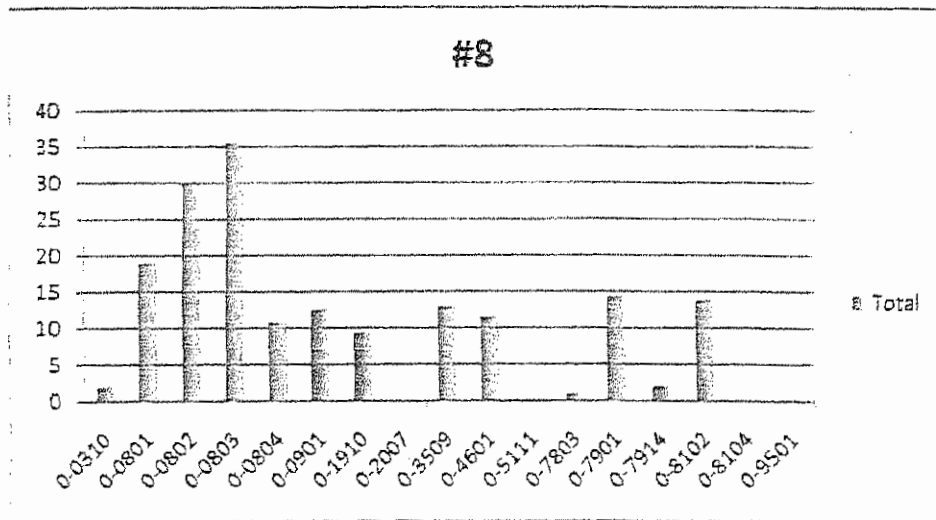
Row Labels	Average of Load
0-0501	16.30171544
0-0502	14.29565672
0-0503	13.41543027
0-0504	-3.923076923
0-0801	0.466666667
0-1401	-0.904347826
0-1402	3.858778626
0-1403	3.363636364
0-1405	3.45
0-1407	0.978723404
0-1408	7.020547945
0-1907	5.396648045
0-1910	-1.5
0-2806	6.791044776
0-3204	11.81395349
0-3702	0.784615385
0-4802	-8.857142857
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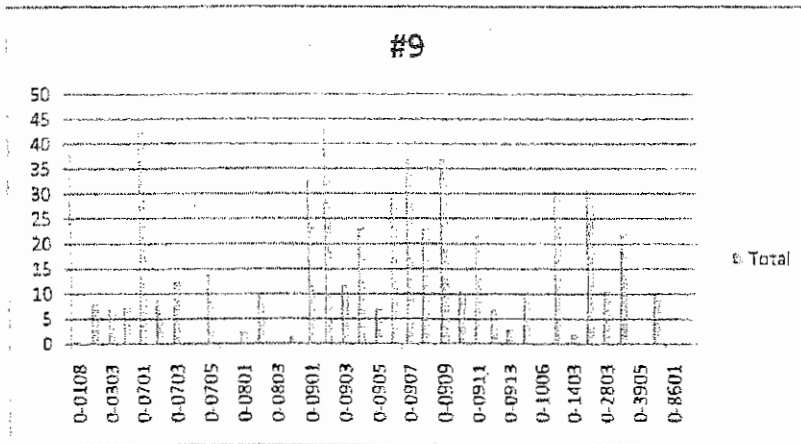
Row Labels	Average of Load
0-0108	1.384615385
0-0303	0.25
0-0502	#DIV/0!
0-0701	19.64741318
0-0702	-4.777974348
0-0703	1.768774704
0-0704	6.508313539
0-0705	1.95256167
0-0706	3.904292752
0-0707	4.761020882
0-0708	-1.633540373
0-0709	11.09561753
0-0801	8.637583893
0-0901	7.54954955
0-0902	15.44715447
0-0903	3.368715084
0-0907	-3.333333333
0-1403	0.918367347
0-1504	2.75
0-2802	0.344339623
0-2805	5.8
0-3201	6.373895976
0-3202	20.52597403
0-3203	4.135135135
0-3204	6.380952381
0-3910	-24.68181818
0-4502	-7.6
0-6801	2
0-7501	6.89010989
0-7502	151.21875
0-7507	1.696969697
0-8604	#DIV/0!
0-9401	4.781954887
Grand Total	8.06439736



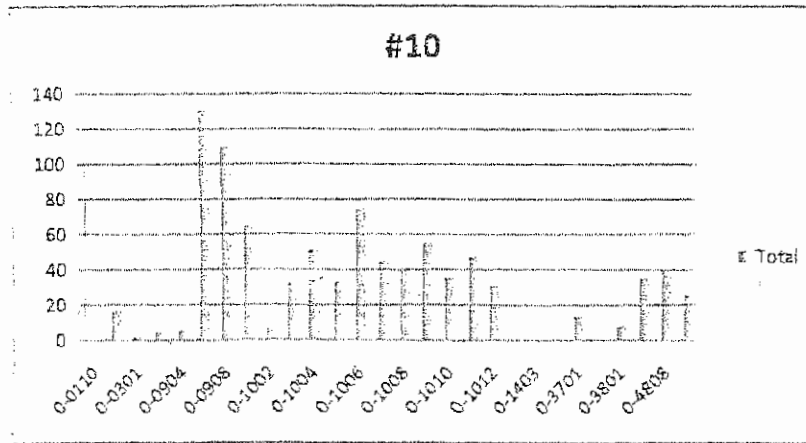
Row Labels	Average of Load
0-0310	1.923076923
0-0801	18.91895765
0-0802	29.9281642
0-0803	35.49949349
0-0804	10.7625731
0-0901	12.39130435
0-1910	9.3125
0-2007	-6.582089552
0-3509	12.91666667
0-4601	11.42105263
0-5111	#DIV/0!
0-7803	0.95
0-7901	14.27007299
0-7914	2
0-8102	13.82730924
0-8104	#DIV/0!
0-9501	-7.6
Grand Total	26.1669787



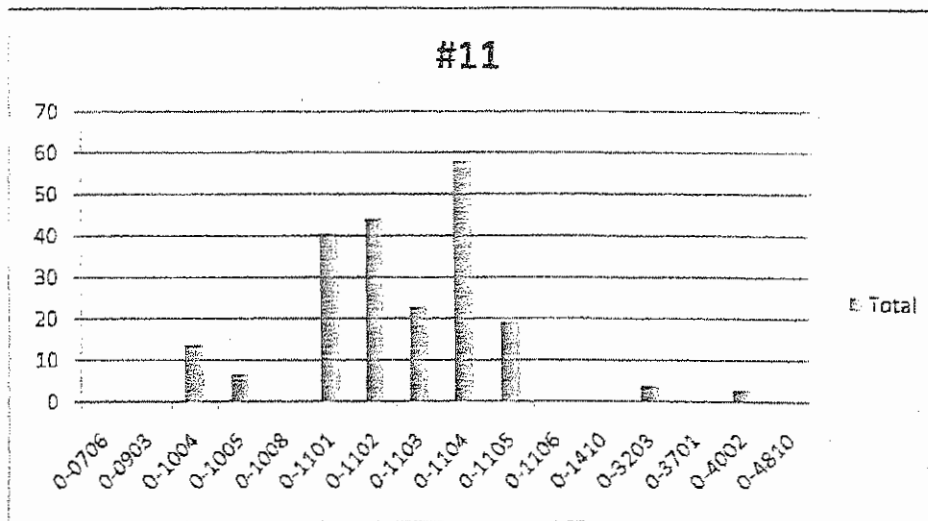
Row Labels	Average of Load
0-0108	0.488095238
0-0302	7.959459459
0-0303	6.962962963
0-0307	7.540229885
0-0701	42.28670121
0-0702	9.113461538
0-0703	12.54
0-0704	-4.666666667
0-0705	13.57179487
0-0708	#DIV/0!
0-0801	2.38028169
0-0802	10.13823272
0-0803	-0.930232558
0-0804	1.518950437
0-0901	32.5852329
0-0902	43.11950791
0-0903	11.79581796
0-0904	23.16914286
0-0905	6.997442455
0-0906	30.35263158
0-0907	37.06357616
0-0908	22.89101917
0-0909	36.91267236
0-0910	10.3899705
0-0911	21.59308511
0-0912	6.784530387
0-0913	2.935064935
0-1003	10.15177066
0-1006	-15.15384615
0-1103	30.68421053
0-1403	1.871428571
0-1407	30.81726619
0-2803	10.40963855
0-3201	21.82412914
0-3905	-0.892857143
0-4804	10.17146776
0-8601	-12
0-9009	0
Grand Total	22.28432064



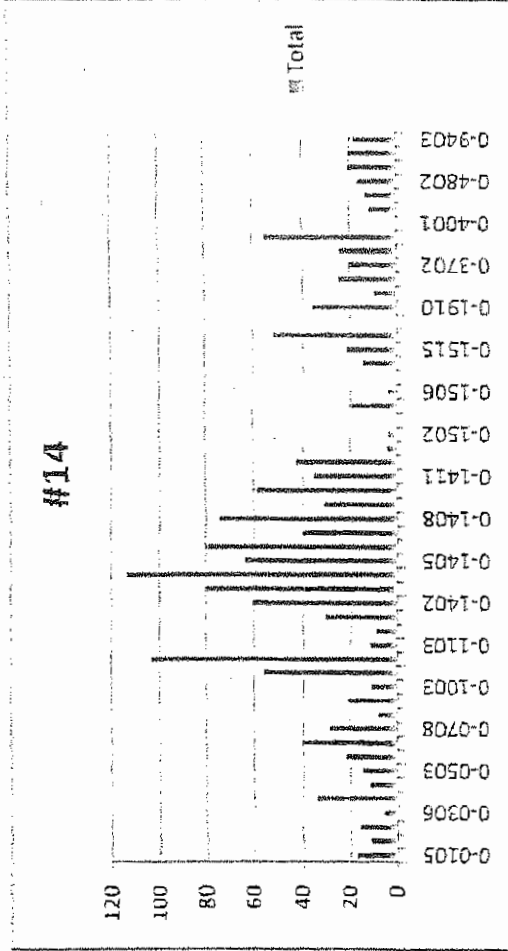
Row Labels	Average of Load
0-0110	#DIV/0!
0-0118	16.30555556
0-0301	2
0-0804	5.037914692
0-0904	6.056818182
0-0907	130.8727273
0-0908	109.6122449
0-1001	64.48253985
0-1002	6.898023235
0-1003	32.46619629
0-1004	51.17053259
0-1005	33.20744133
0-1006	74.39031558
0-1007	44.60199002
0-1008	39.5781131
0-1009	54.69613438
0-1010	35.65893361
0-1011	47.31587057
0-1012	31.21273032
0-1102	#DIV/0!
0-1403	-33.1
0-1405	-81.78064516
0-3701	13.69642857
0-3706	#DIV/0!
0-3801	8.048780488
0-3802	35.05946366
0-4808	40.56367925
0-4812	25.49044586
Grand Total	45.84186223



Row Labels	Average of Load
0-0706	-9.476190476
0-0903	#DIV/0!
0-1004	13.76
0-1005	6.666666667
0-1008	-1.53125
0-1101	40.54323775
0-1102	44.00150807
0-1103	22.87053037
0-1104	58.01432045
0-1105	19.17591275
0-1106	-24.18281037
0-1410	-4.766666667
0-3203	4.02020202
0-3701	-3.75
0-4002	2.926229508
0-4810	-0.851351351
Grand Total	37.31037633

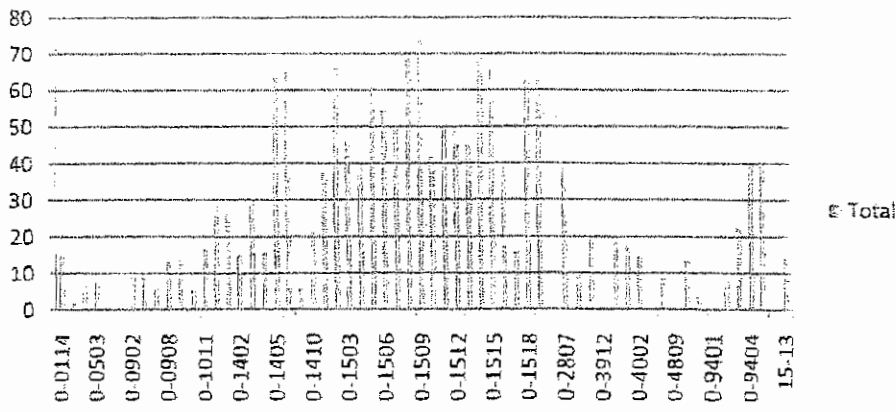


Row Labels	Average of Load
0-0105	16.98305085
0-0107	10.81325301
0-0108	15.13131313
0-0306	5.164383562
0-0308	33.78205128
0-0502	11.27134146
0-0503	14.48157248
0-0704	21.66666667
0-0705	40.97368421
0-0708	28.41843972
0-0804	7.75
0-1001	20.8688172
0-1003	10.75396825
0-1101	55.43006993
0-1102	103.5960912
0-1103	11.14285714
0-1106	8.72
0-1401	30.18478261
0-1402	60.01007114
0-1403	79.50678027
0-1404	113.3777012
0-1405	63.78971429
0-1406	78.8255101
0-1407	39.71090909
0-1408	74.51791838
0-1409	30.60717846
0-1410	58.23322438
0-1411	35.30161855
0-1412	42.90264026
0-1501	4.105263158
0-1502	3.458333333



0-1503	-3.5
0-1505	18.97058824
0-1506	3.668006431
0-1508	-3.302564103
0-1510	14.47311828
0-1515	21.328125
0-1907	51.11085973
0-1908	-5.153846154
0-1910	35.7826087
0-2804	9.449564134
0-3203	24.2811245
0-3702	19.38679245
0-3913	23.76582278
0-3914	54.60687593
0-4001	-0.5
0-4002	11.03441296
0-4005	13
0-4802	16.13963039
0-4808	20.18949468
0-9005	19.50954198
0-9403	17.97777778
Grand Total	59.58602072

#15



Row Labels	Average of Load
0-0114	14.75690608
0-0210	2
0-0308	6.546875
0-0503	10.01538462
0-0704	-4.5
0-0705	1.024193548
0-0902	9.590551181
0-0906	10.01214575
0-0907	5.770334928
0-0908	13.0952381
0-0909	13.67676768
0-1003	5.552795031
0-1011	16.72088725
0-1105	30.27167438
0-1401	25.98122066
0-1402	15.14482759
0-1403	30.66225962
0-1404	15.73294347
0-1405	63.51347882
0-1407	65.10883905
0-1408	5.864864865
0-1410	21.42857143
0-1501	37.293712
0-1502	68.10853914
0-1503	45.93823107
0-1504	39.97038536
0-1505	60.63668716
0-1506	54.70669291
0-1507	49.82510103
0-1508	68.65439331
0-1509	73.60279747
0-1510	41.79238415
0-1511	49.9911985
0-1512	49.95221658
0-1513	45.27381783
0-1514	70.09666667
0-1515	65.52693865
0-1516	40.29764585
0-1517	15.73504274
0-1518	62.42804428
0-1901	62.6
0-1910	-2.74
0-2807	39.84444444
0-3203	9.347313237

0-3904	18.93589744
0-3912	-12.8
0-3913	20.43478261
0-3914	17.25
0-4002	14.72677596
0-4004	-3.931034483
0-4804	8.666666667
0-4809	-10.5
0-7603	13.64583333
0-9008	3.582417582
0-9401	-2.842307692
0-9402	7.833962264
0-9403	22.61984733
0-9404	40.3208502
0-9405	41.28358209
0-9572	#DIV/0!
15-13	14.24
Grand Total	49.73915061

TITLE VI
CHAPTER IV:
2012 VEHICLE HEADWAY
RTA'S MINLOW Routes

ROUTE NO.	ROUTE NAME	District	CAT	% Minority	Time Service	HEADWAYS		
						PEAK	MIDDAY	
1	1-ST. CLAIR	HAYDEN	LR	MINLOW	All Day	9	20	
2	2-EAST 55 / EAST 79	HAYDEN	CF	MINLOW	All Day	24	50	
3	3- SUPERIOR	HAYDEN	LR	MINLOW	All Day	13	20	
7	7-MONTICELLO -EUCLID HTS.	HAYDEN	CF	MINLOW	All Day	29	45	
8	8-CEDAR	HAYDEN	LR	MINLOW	All Day	35	35	
10	10-E. 105	HAYDEN	CF	MINLOW	All Day	12	15	
11	11 QUINCY - BUCKEYE	HAYDEN	LR	MINLOW	All Day	23	35	
14	14-KINSMAN	HAYDEN	LR	MINLOW	All Day	13	15	
15	15-UNION-HARVARD	HAYDEN	LR	MINLOW	All Day	10	15	
16	16-E. 55	TRISKETT	CF	MINLOW	All Day	29	30	
19	19-BROADWAY-MILES	HAYDEN	LR	MINLOW	All Day	14	26	
20	20-W25 STATE	TRISKETT	LR	MINLOW	All Day	18	25	
22	22-LORAIN	TRISKETT	LR	MINLOW	All Day	14	20	
26	26-DETROIT	TRISKETT	LR	MINLOW	All Day	14	15	
28	28-EUCLID	HAYDEN	CF	MINLOW	All Day	11	15	
30	30-E140 / LAKESHORE	HAYDEN	CF	MINLOW	All Day	16	24	
35	35-W.25 - BROADVIEW	TRISKETT	LR	MINLOW	All Day	28	29	
37	37-E185 / TAYLOR	HAYDEN	CF	MINLOW	All Day	28	52	
38	38-HOUGH	HAYDEN	CF	MINLOW	All Day	38	60	
40	40-LAKEVIEW-LEE	HAYDEN	CF	MINLOW	All Day	40	40	
41	41-WARRENSVILLE	HAYDEN	CF	MINLOW	All Day	25	29	
47	47 MUNY LOT PUBLIC SQUARE	TRISKETT	DL	MINLOW	Peak	15		
48/48A	48/48A-UNIV CIRCLE / EAST 131	HAYDEN	CF	MINLOW	All Day	14	21	
58	UNIVERSITY CIRCLE - EAST 118	HAYDEN	CF	MINLOW	All Day	45	45	
60	EAST 9/12 TROLLEY	TRISKETT	DL	MINLOW	Peak	15		
61	E LINE TROLLEY	TRISKETT	DL	MINLOW	All Day	10	10	
62	B LINE TROLLEY	TRISKETT	DL	MINLOW	All Day	10	10	
63	C LINE TROLLEY	TRISKETT	DL	MINLOW	Eve/Wkd	10		
64	L LINE TROLLEY	TRISKETT	DL	MINLOW	Wkd	15		
76	76- BROADWAY-TURNEY	HAYDEN	LR	MINLOW	All Day	24	39	
78	78- W117 / PURITAS	TRISKETT	CF	MINLOW	All Day	30	60	
79A/B	79A/B-FULTON	TRISKETT	LR	MINLOW	All Day	14	30	
81	81- TREMONT-STORER	TRISKETT	LR	MINLOW	All Day	30	29	
90F	90F-BROADWAY / LIBBY	HAYDEN	LR	MINLOW	All Day	19	45	
239	239-EUCLID PARK&RIDE	HAYDEN	XF	MINLOW	Peak	27		
HL	HL -HEALTHLINE	HAYDEN	LR	MINLOW	All Day	7	7	
						Average	20	29
						Median	16	29
						Mode	14	15

2012 Overall Adherence Report (1/1/12-12/31/12) (On-Time)

Route (Abbreviation, Name)	District	Early Count % of Total		On-Time Count % of Total		Late Count % of Total		Total Actual Count
		Count	%	Count	%	Count	%	
64, 64	Triskett	0	0.00%	24	100.00%	0	0.00%	24
62, 62	Triskett	4	0.72%	519	93.18%	34	6.10%	557
67, 67	Rail	1,135	0.65%	158,969	91.17%	14,264	8.18%	174,368
8, 8	Hayden	342	0.86%	36,233	90.71%	3,369	8.43%	39,944
66, 66	Rail	5,977	1.69%	317,124	89.68%	30,513	8.63%	353,614
61, 61	Triskett	8	0.65%	1,091	88.13%	139	11.23%	1,238
47, 47	Triskett	505	5.00%	8,830	87.49%	758	7.51%	10,093
28, 28	Hayden	1,827	2.05%	69,478	87.45%	8,347	10.51%	79,452
16, 16	Triskett	2,596	6.01%	37,553	86.97%	3,031	7.02%	43,180
30, 30	Hayden	1,039	1.48%	60,874	86.81%	8,210	11.71%	70,123
46, 46	Triskett	33	0.47%	6,051	86.11%	943	13.42%	7,027
25, 25	Triskett	117	1.05%	9,465	85.00%	1,553	13.95%	11,135
60, 60	Triskett	0	0.00%	17	85.00%	3	15.00%	20
54, 54	Triskett	40	1.06%	3,189	84.86%	529	14.08%	3,758
752, 752	Triskett	0	0.00%	39	84.78%	7	15.22%	46
66r, 66r	Rail	6	1.43%	356	84.76%	58	13.81%	420
58, 58	Hayden	749	3.35%	18,926	84.60%	2,697	12.06%	22,372
246, 246	Triskett	96	2.28%	3,520	83.43%	603	14.29%	4,219
1, 1	Hayden	9,708	3.67%	220,716	83.39%	34,250	12.94%	264,674
10, 10	Hayden	4,736	2.50%	157,405	83.01%	27,492	14.50%	189,633
239, 239	Triskett	136	4.20%	2,682	62.91%	417	12.89%	3,235
5, 5	Hayden	1,188	5.40%	18,191	82.64%	2,634	11.97%	22,013
68, 68	Triskett	114	2.02%	4,661	82.51%	874	15.47%	5,649
39f, 39f	Hayden	798	6.08%	10,800	82.33%	1,520	11.59%	13,118
40, 40	Hayden	2,041	2.80%	59,849	82.05%	11,049	15.15%	72,939
63, 63	Triskett	517	13.35%	3,162	81.64%	194	5.01%	3,873
77, 77	Triskett	1,435	4.01%	29,126	81.46%	5,195	14.53%	35,756
32, 32	Hayden	800	1.75%	37,073	81.28%	7,747	16.98%	45,620
3, 3	Hayden	2,527	2.15%	94,770	80.55%	20,359	17.30%	117,656
20, 20	Triskett	5,232	4.79%	87,790	80.33%	16,264	14.88%	109,286

2012 Overall Adherence Report (1/1/12-12/31/12) (On-Time)

Route (Abbreviation, Name)	District	Early Count	% of Total	On-Time Count	% of Total	Late Count	% of Total	Total Actual Count
39, 39	Hayden	2,025	3.81%	42,668	80.25%	8,478	15.94%	53,171
2, 2	Triskett	2,803	4.23%	49,350	80.25%	9,545	15.52%	61,498
55, 55	Triskett	2,244	4.42%	40,737	80.24%	7,791	15.35%	50,772
38, 38	Hayden	984	2.08%	38,270	80.14%	8,489	17.78%	47,753
49, 49	Triskett	831	2.28%	29,105	79.99%	6,448	17.72%	36,384
22, 22	Triskett	5,709	3.29%	137,166	78.94%	30,890	17.78%	173,765
75, 75	Triskett	1,925	2.41%	62,887	78.88%	14,911	18.70%	79,723
7, 7	Hayden	648	1.74%	28,138	78.08%	7,531	20.18%	37,317
78, 78	Triskett	1,510	2.87%	41,021	78.03%	10,041	19.10%	52,572
263, 263	Triskett	191	5.44%	2,723	77.49%	600	17.07%	3,514
76, 76	Hayden	1,074	1.41%	58,708	76.98%	16,482	21.61%	76,264
90f, 90f	Hayden	1,257	2.64%	36,588	76.73%	9,843	20.64%	47,688
19, 19	Hayden	4,485	3.24%	105,891	76.39%	28,235	20.37%	138,621
34, 34	Hayden	815	2.71%	22,943	78.20%	6,350	21.09%	30,108
35, 35	Triskett	3,279	2.82%	88,480	75.97%	24,709	21.22%	116,468
37, 37	Hayden	1,987	3.15%	47,816	75.72%	13,344	21.13%	63,147
67f, 67f	Rail	0	0.00%	59	75.64%	19	24.36%	78
28, 28	Triskett	6,011	3.70%	122,563	75.50%	33,760	20.80%	162,334
14, 14	Hayden	3,675	2.00%	138,579	75.33%	41,697	22.67%	183,951
45, 45	Triskett	2,520	2.70%	68,517	74.54%	21,230	22.76%	93,267
55f, 55f	Triskett	1,248	6.81%	13,577	74.03%	3,514	19.16%	18,339
79, 79	Triskett	6,447	5.35%	88,795	73.70%	25,241	20.95%	120,483
11, 11	Hayden	942	1.31%	52,908	73.58%	18,053	25.11%	71,903
94, 94	Hayden	1,084	2.37%	33,588	73.39%	11,095	24.24%	45,767
251, 251	Triskett	120	6.81%	1,290	73.25%	351	19.93%	1,761
48, 48	Hayden	4,015	4.67%	62,992	73.21%	19,038	22.13%	86,045
761, 761	Hayden	4	1.74%	167	72.61%	59	25.65%	230
86, 86	Triskett	2,232	7.70%	21,037	72.55%	5,726	19.75%	28,995
21, 21	Triskett	207	2.02%	7,429	72.49%	2,613	25.50%	10,249
9, 9	Hayden	4,196	4.91%	61,968	72.48%	19,332	22.61%	85,496

2012 Overall Adherence Report (1/1/12-12/31/12) (On-Time)

Route (Abbreviation, Name)	District	Early Count	% of Total	On-Time Count	% of Total	Late Count	% of Total	Total Actual Count
83, 83	Triskett	3,124	6.76%	33,423	72.34%	9,657	20.90%	46,204
51, 51	Triskett	7,439	6.70%	79,120	71.27%	24,448	22.02%	111,007
43, 43	Triskett	105	5.66%	1,300	70.08%	450	24.26%	1,855
27F, 27F	Haydon	0	0.00%	1	60.00%	1	60.00%	2
Overall Adherence		138,970	3.04%	3,674,054	78.31%	851,218	18.65%	4,564,242

Customer Complaints Regarding Overcrowding

Items	2010	2011	2012	Avg '10-' '12
Overcrowding	140	173	121	145
Total Complaints	2,214	3,007	2,193	2,471
Overcrowding Complaints as a Percentage of Total Complaints	6.32%	5.75%	5.52%	5.86%
Ridership	44,682,977	46,278,896	48,264,404	46,408,759
1 Overcrowding complaint for every rides	319,164	267,508	398,879	320,798

Date	Day	Quarter
February 15, 2012	Wed.	1
March 29, 2012	Thurs.	1
June 26, 2012	Tues.	2
July 18, 2012	Wed.	3
October 4, 2012	Thurs.	4
December 10, 2012	Mon.	4

TITLE VI: ASSESSMENT AND MONITORING

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

PREPARED BY SERVICE PLANNING
APRIL 2013

The Greater Cleveland Regional Transit Authority (FTA) analyzes its service for compliance with Title VI using procedures from FTA Circular 4702.1B, Chapter IV.9.6.a. The methodology used by RTA includes a simple analysis conducted annually and a detailed analysis conducted every three years and any time a significant service change occurs. A significant service change is one that increases or decreases total annual vehicle revenue miles by at least 10 percent. This methodology was fully explained in RTA's submittal to FTA dated May 2010.

The May 2013 submittal to FTA will contain a detailed analysis of service provided in 2012.

Annually, RTA staff classifies routes into two categories according to areas served. RTA classifies a route as MINLOW if at least 1/3 of the route is located in a MINLOW census tract; otherwise the route is classified as NONMINLOW. Then RTA staff compares the number of vehicle trips, vehicle miles, and vehicle hours by route category to ensure that minority and/or low-income areas are getting their fair share of service.

RTA designates a tract as "MINLOW" if it meets **either or both** of the following criteria:

- The minority population percentage of the tract exceeds that of the county.
- The low-income population percentage of tract exceeds that of the county.

A tract that meets **neither** of the above criteria is designated "NONMINLOW".

The results for 2012 are as follows:

As indicated in all three summary tables below, GCRTA's 2012 resource allocation for vehicle trips, vehicle hours and vehicle miles are in compliance with Title VI. Approximately 77% of all vehicle trips, 76% of all vehicle hours, and 71% of all vehicle miles were operated on routes that predominantly serve minority and/or low-income areas as defined in FTA Circular 4702.1B. Only 24% of vehicle hours were operated on routes that predominantly serve NONMINLOW areas. Please see the attached data file for more information.

Table 1. Vehicle Trips

Category	Trips	%
		Contribution
MINLOW	983,424	77%
NONMINLOW	301,840	23%
Systemwide	1,285,264	100%

Table 2. Vehicle Hours

Category	Hours	%
		Contribution
MINLOW	860,661	76%
NONMINLOW	271,678	24%
Systemwide	1,132,339	100%

Table 3. Vehicle Miles

Category	Miles	%
		Contribution
MINLOW	9,246,176	71%
NONMINLOW	3,811,920	29%
Systemwide	13,058,096	100%

Attachment

Data:

1. Service Trips, Miles, and Hours

2012 Vehicle Stats - MINN OW Routes

Route	DESCRIPTION	GEI	GARAGE	CAT	MINN OW	Trip	Boardings	Trips	% Contribution	In-service Hours	Contribution	Miles	% Contribution	
1	1 St Clair	1	hwyd	R	MINN OW	All Day	1,955,608	48,560	4%	43,676	4%	487,682	4%	
2	2 E 55th / E 79th	2	hwyd	CF	MINN OW	All Day	516,841	14,888	1%	17,610	2%	171,818	1%	
3	3 Superior	3	hwyd	R	MINN OW	All Day	1,538,257	44,889	3%	34,408	3%	314,780	2%	
7	7 Monticello-Euc His	7	hwyd	CF	MINN OW	All Day	256,032	16,977	1%	12,247	1%	152,936	1%	
8	8 Cedar	8	hwyd	R	MINN OW	All Day	233,888	21,397	2%	12,032	1%	164,573	1%	
10	10 East 105	10	hwyd	CF	MINN OW	All Day	1,513,908	46,390	4%	38,261	3%	389,332	3%	
11	11 Quincy-Buckeye	11	hwyd	R	MINN OW	All Day	822,353	21,964	2%	17,762	2%	169,345	1%	
14	14 Kinsman	14	hwyd	R	MINN OW	All Day	1,882,417	46,822	4%	44,253	4%	462,560	4%	
15	15 Union-Harvard	15	hwyd	R	MINN OW	All Day	2,031,508	45,522	4%	58,809	5%	689,775	5%	
16	16 East 55th	16	hwyd	CF	MINN OW	All Day	268,448	21,735	2%	10,806	1%	113,633	1%	
19	19 Broadway Miles	19	hwyd	R	MINN OW	All Day	900,858	38,410	3%	37,000	3%	405,047	3%	
20	20 W 25th - State	20	hwyd	R	MINN OW	All Day	955,539	28,673	2%	30,271	3%	334,277	3%	
21	21 W 25 - Clark	21	hwyd	R	MINN OW	All Day	97,150	6,168	0%	3,311	0%	32,342	0%	
22	22 Lorain	22	hwyd	R	MINN OW	All Day	1,743,898	42,707	3%	38,784	3%	332,219	3%	
26	26 Detroit	26	hwyd	R	MINN OW	All Day	1,876,872	42,590	3%	43,365	4%	436,887	3%	
28	28 Euclid	28	hwyd	CF	MINN OW	All Day	1,374,598	50,289	4%	33,322	3%	381,457	3%	
30	30 E 140 Lakoshow	30	hwyd	CF	MINN OW	All Day	758,248	34,322	3%	23,217	2%	282,760	2%	
35	35 W 25 Broadway	35	hwyd	R	MINN OW	All Day	866,678	23,573	2%	26,252	2%	322,860	2%	
37	37 E 185 19th	37	hwyd	CF	MINN OW	All Day	573,068	17,780	1%	19,628	2%	219,362	2%	
38	38 Hough	38	hwyd	R	MINN OW	All Day	377,854	15,954	1%	15,160	1%	135,289	1%	
40	40 Lakeview-Lee	40	hwyd	CF	MINN OW	All Day	944,651	19,518	2%	26,642	2%	295,472	2%	
41	41/41F 41/41F Warrenville	41	hwyd	CF	MINN OW	All Day	1,343,902	25,840	2%	41,838	4%	688,748	5%	
47	47 Murry La-Public Square Loop	47	hwyd	DL	MINN OW	All Day	52,248	11,960	1%	3,244	0%	22,264	0%	
48/48A	48/48A University-E131	48	hwyd	CF	MINN OW	All Day	919,981	35,989	3%	32,042	3%	323,366	2%	
58	58 University Circle - E-116	58	hwyd	CF	MINN OW	All Day	162,583	8,995	1%	6,648	1%	59,168	0%	
60	60/12 Trolley	60	hwyd	DL	MINN OW	PEAK	11,306	4,489	0%	1,104	0%	8,075	0%	
61	61 E-Line Trolley	61	hwyd	DL	MINN OW	All Day	776,165	38,213	3%	11,708	1%	67,366	1%	
62	62 B-Line Trolley	62	hwyd	DL	MINN OW	All Day	280,679	18,938	1%	7,220	1%	42,611	0%	
63	63 C-Line Trolley	63	hwyd	DL	MINN OW	EVE	26,421	4,632	0%	2,216	0%	12,977	0%	
64	64 L-Line Trolley	64	hwyd	DL	MINN OW	WMO	3,818	2,220	0%	548	0%	2,908	0%	
65	65 Hill Heath Line	65	hwyd	R	MINN OW	All Day	4,628,200	98,705	8%	71,580	6%	664,531	5%	
76	76 Broadway-Turney	76	hwyd	R	MINN OW	All Day	391,439	17,919	1%	18,333	2%	243,518	2%	
79A/B	79A/B Fulton	79	hwyd	R	MINN OW	All Day	756,625	25,173	2%	27,831	2%	317,725	2%	
81	81 Tremont - Storer	81	hwyd	R	MINN OW	All Day	813,945	28,066	2%	30,860	3%	366,740	3%	
90F	90F Broadway-Lobby	90	hwyd	R	MINN OW	All Day	511,207	18,156	1%	18,661	2%	380,633	3%	
							System Total	31,828,867	983,474	77%	860,861	76%	9,348,178	71%
							Subtotal	36,887,219	1,283,264	76.5%	1,132,339	78.5%	13,056,096	78.5%
							% Contribution	93.0%						

2012 Vehicle Stats: NONMINI OW Routes

Route	DESCRIPTION	GEI	GARAGE	CAI	MINI OW	Time	Boardings	Trips	Contribution	In-service	Contribution	Miles	Contribution
					NONMINI OW	Services			%	Hours	%		%
25	35 Harrison	78	bis	CF	NONMINI OW	ALL DAY	132,077	12,335	1%	6,114	1%	65,732	1%
78	78 W 117 Pkwy	78	bis	CF	NONMINI OW	ALL DAY	439,336	17,616	1%	17,240	2%	217,081	2%
5	8 Chapin Blvd	9	hwyd	CF	NONMINI OW	ALL DAY	266,805	16,227	1%	7,481	1%	74,585	1%
9	8 Mayfield	9	hwyd	CF	NONMINI OW	ALL DAY	657,211	22,885	2%	23,342	2%	254,814	2%
277	277 Soden Pkwy	27	hwyd	CF	NONMINI OW	PEAK	6,077	483	0%	281	0%	5,440	0%
32	32 Cedar	32	hwyd	CF	NONMINI OW	ALL DAY	480,364	18,989	1%	9,435	1%	155,388	1%
34	34 E 200 Green	34	hwyd	CF	NONMINI OW	ALL DAY	143,389	7,957	1%	8,798	1%	109,788	1%
38	391 Lakeshore	38	hwyd	R	NONMINI OW	ALL DAY	410,559	13,695	1%	12,387	1%	200,387	2%
38E	391 Lakeshore Pkwy	13	hwyd	R	NONMINI OW	ALL DAY	194,475	4,028	0%	4,272	0%	75,820	1%
43	431 Lake View	43	hwyd	R	NONMINI OW	ALL DAY	1,826	1,028	0%	771	0%	10,074	0%
46/45A	45/45A Ridge	46	hwyd	R	NONMINI OW	ALL DAY	439,003	16,903	1%	17,703	2%	235,116	2%
46	46 Duval - West	46	hwyd	CF	NONMINI OW	ALL DAY	43,089	6,682	0%	3,357	0%	32,608	0%
48	48 Center Ridge	48	hwyd	CF	NONMINI OW	ALL DAY	137,614	12,131	1%	9,008	1%	120,546	1%
51	51 Pearl	51	hwyd	R	NONMINI OW	ALL DAY	476,721	17,299	1%	25,145	2%	382,900	3%
54	54 Brookpark	54	hwyd	CF	NONMINI OW	ALL DAY	277,725	4,689	0%	2,345	0%	28,714	0%
55	55 Clifton	55	hwyd	R	NONMINI OW	ALL DAY	326,836	17,733	1%	16,589	1%	218,617	2%
55E	55E Gold Line - West Shore Flyer	15	hwyd	R	NONMINI OW	PEAK	141,534	3,855	0%	4,408	0%	74,349	1%
68	68 Bayley	68	hwyd	R	NONMINI OW	ALL DAY	26,468	6,539	1%	2,539	0%	37,912	1%
75	75 Lounia	75	hwyd	CF	NONMINI OW	ALL DAY	436,483	23,901	2%	20,275	2%	270,747	2%
77E	77E Backsville	77	hwyd	R	NONMINI OW	ALL DAY	240,851	16,522	1%	15,259	1%	287,064	2%
83	83 Winton - W 130	83	hwyd	CF	NONMINI OW	ALL DAY	319,426	14,452	1%	13,986	1%	183,628	1%
88	88 E 1st Field Drive Entry	88	hwyd	CF	NONMINI OW	ALL DAY	133,619	12,346	1%	11,747	1%	158,669	1%
91	91 E 300th McKinney	91	hwyd	CF	NONMINI OW	ALL DAY	330,218	11,562	1%	15,026	1%	213,566	2%
135	135 Blvd/Johnson Blvd	135	hwyd	R	NONMINI OW	PEAK	86,146	3,684	0%	3,645	0%	63,363	0%
239	239 Euclid Park-n-Ride	239	hwyd	PNR	NONMINI OW	PEAK	182,262	2,827	0%	2,919	0%	40,814	0%
246	246 Westlake Park-n-Ride	246	hwyd	PNR	NONMINI OW	PEAK	228,153	6,863	0%	4,288	0%	85,112	1%
251/451	251/451 Stonegables Park-n-Ride	251	hwyd	PNR	NONMINI OW	PEAK	185,084	4,983	0%	4,813	0%	14,330	1%
203	203 Rte 42/Chapel Park-n-Ride	203	hwyd	PNR	NONMINI OW	ALL DAY	15,747	415	0%	317	0%	6,860	0%
751	751 North Olmsted High School - Stearns - Porter	751	hwyd	School	NONMINI OW	ALL DAY	10,748	415	0%	384	0%	2,840	0%
752	752 North Olmsted High School - Columbus - Cuy	752	hwyd	School	NONMINI OW	ALL DAY	10,748	415	0%	384	0%	2,840	0%
761	761 Maple Heights High School - Dumbarn	761	hwyd	School	NONMINI OW	ALL DAY	10,748	415	0%	384	0%	1,905	0%
System Total							6,636,557	301,840	21%	274,676	22%	1,811,820	27%
% Contribution							36.48%	17.0%	24.3%	28.2%			

CHAPTER IV

REQUIREMENTS OF TRANSIT PROVIDERS

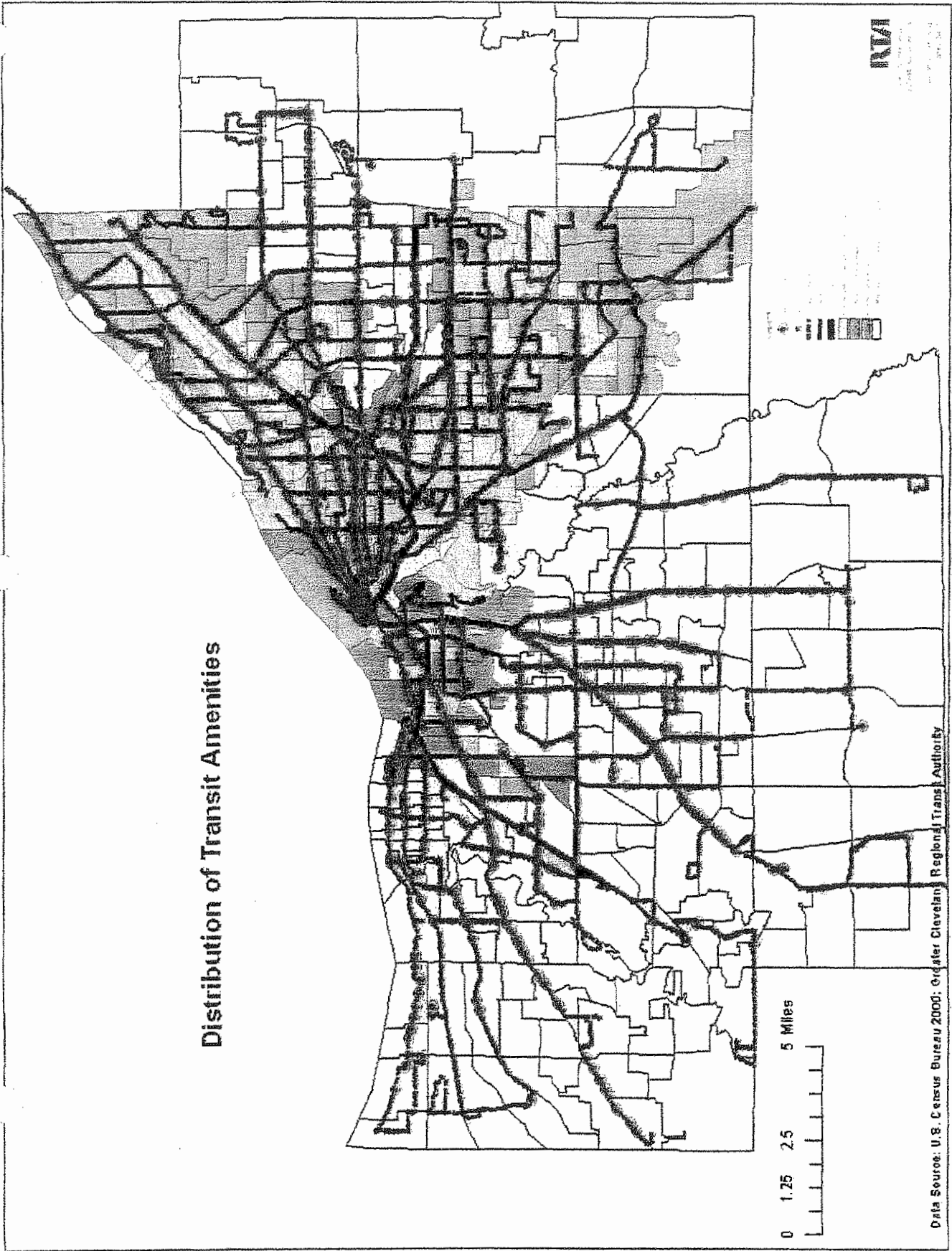
A. Service Standards

1. Vehicle Load
2. Vehicle Headway
3. On Time Performance
4. Service Availability

B. Service Policies

1. Transit Amenities
2. Vehicle Assignment

Distribution of Transit Amenities



Data Source: U.S. Census Bureau 2000; Greater Cleveland Regional Transit Authority

TITLE VI

CHAPTER IV:

E. Monitoring Procedures

1) Level of Service Methodology:

B. Vehicle Assignment

ROUTE CATEGORY	AVERAGE AGE
MINLOW	7.97
NONMINLOW	8.44



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: APPROVING THE 2014 TITLE VI PROGRAM UPDATE FOR SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION	Resolution No.: 2013-123
	Date: December 12, 2013
	Initiator: Legal/Office of Equal Opportunity
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will approve the Title VI Program Update for submission to the Federal Transit Administration (FTA), as required by Title VI of the Civil Rights Act of 1964.

2.0 **DESCRIPTION/JUSTIFICATION:** Every three years, the RTA staff prepares a Title VI Program Update and submits it to the Federal Transit Administration (FTA). Our current Title VI Program expires in February 2014, and the attached Title VI Program Update therefore needs to be submitted to the FTA in early January 2014.

In October 2012, the FTA issued Circular 4702.1B, which modified the guidelines for compliance with Title VI. A new requirement included in this circular is that each Title VI Program Update must be reviewed and approved by the transit agency's governing body before it is submitted to the FTA. Accordingly, the staff is requesting a resolution from the RTA Board of Trustees to approve the Title VI Program Update for submission to FTA.

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

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

5.0 **POLICY IMPACT:** Adoption of the resolution will enable RTA to comply with the latest Federal guidelines implementing Title VI of the Civil Rights Act of 1964.

6.0 **ECONOMIC IMPACT:** Failure to adopt the resolution may result in a finding by the FTA of non-compliance with Title VI requirements set forth in FTA Circular 4702.1B, and the imposition of appropriate sanctions, including a refusal by the FTA to approve grants.

7.0 **ALTERNATIVES:** Disapproval of the resolution would impact and delay the approval of Federal grants.

8.0 **RECOMMENDATION:** On December 3, 2013, the Committee of the Whole discussed the Title VI Program Update, and referred it, with refinements, to the full Board. It is recommended that the resolution be approved, authorizing the CEO, General Manager/ Secretary-Treasurer to submit the Title VI Program Update to the FTA.

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



CEO, General Manager/Secretary-Treasurer