

RESOLUTION NO. 2019-115

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO MEMBERSHIP AGREEMENTS WITH THE TRANSPORTATION LEARNING CENTER FOR RAIL CAR AND TRACTION POWER TRAINING CONSORTIUMS

WHEREAS, Section 306.35(B) of the Ohio Revised Code provides that a regional transit authority may make contracts in the exercise of the rights, powers, and duties conferred upon it; and

WHEREAS, Section 306.35(E) of the Ohio Revised Code provides that a regional transit authority "may fix, alter, and collect fares, rates, and rentals and other charges for the use of transit facilities under its jurisdiction to be determined exclusively by it for the purpose of providing for the payment of the expenses of the regional transit authority...and to fulfill the terms of any agreements made with...any person or political subdivision"; and

WHEREAS, the Transportation Learning Center was established to build labor-management training partnerships that create high-quality workforce training, improve organizational performance, expand workforce knowledge, skills and abilities, and promote career advancement between transportation agencies, labor unions and other governmental agencies, private persons, corporations and agencies; and

WHEREAS, it is in the best interests of the Authority to join the Transportation Learning Center to participate in its Railcar Training Consortium and Traction Power Training Consortium and join with other agencies to benefit all involved.

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

Section 1. That the General Manager, Chief Executive Officer is authorized to enter into agreements with the Transportation Learning Center ("TLC") for renewal of membership in the Railcar Training Consortium and to join the Traction Power Training Consortium, to execute documents necessary to effectuate memberships in said consortiums, and to represent GCRTA and participate in TLC initiatives.

Section 2. Membership dues of \$30,000.00 for a three-year term (2020-2022) in the TLC Railcar Training Consortium shall be payable from the General Fund, Human Resources Division budget.

Section 3. Membership dues of \$60,000.00 for a four-year term (2020-2023) in the TLC Traction Power Training Consortium shall be payable from the General Fund, Human Resources Division budget.

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

Adopted: December 17, 2019

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Interim Secretary-Treasurer



|  |                                      |
|--|--------------------------------------|
| <b>TITLE/DESCRIPTION:</b><br>AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO MEMBERSHIP AGREEMENTS WITH THE TRANSPORTATION LEARNING CENTER FOR RAIL CAR AND TRACTION POWER TRAINING CONSORTIUMS | <b>Resolution No.:</b><br>2019-115   |
|  | <b>Date:</b><br>December 12, 2019    |
|  | <b>Initiator:</b><br>Human Resources |
| <b>ACTION REQUEST:</b><br><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____                          |                                      |

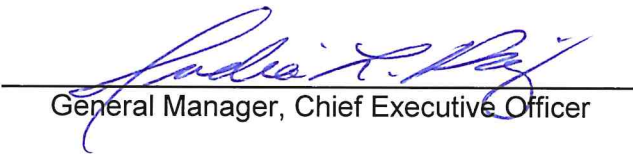
- 1.0 **PURPOSE/SCOPE:** To authorize the Greater Cleveland Regional Transit Authority ("Authority") to join and participate in training consortiums with the Transportation Learning Center ("TLC"). TLC builds labor-management training partnerships that create high-quality workforce training, improve organizational performance, expand workforce knowledge, skills and abilities, and promote career advancement between transportation agencies, labor unions, and other governmental agencies, private persons, corporations and agencies.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the opportunity to participate in two training consortiums sponsored by the Transportation Learning Center ("TLC"). The Authority has participated in the Railcar Training Consortium since 2015. Through its training consortiums, TLC (1) promotes career ladder programs that create opportunities for incumbent workers to advance through training and education; (2) promotes labor-management partnerships to advance learning in the transportation industry; (3) develops national training standards through joint labor-management industry consortia that improve organizational performance, advance workers' skills, knowledge and abilities and ensure safe, efficient and well-maintained public transportation systems that drive and serve high consumer demand for public transport options. The Authority's participation, including renewing membership for the Railcar Training Consortium and joining the Traction Power Training Consortium, will enhance its workforce responsible for railcar maintenance and rail/power and way infrastructure.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This will support the Authority's ability to enhance its workforce responsible for railcar maintenance and rail/power and way infrastructure, including the vision to be an employer of choice.
- 6.0 **ECONOMIC IMPACT:** Membership dues will be based on TLC's applicable dues structure.

Membership dues for the Railcar Training Consortium are \$10,000.00 each year for a three-year term (2020-2022). The membership dues in the amount of \$30,000.00 shall be payable from the General Fund, Human Resources Division budget.

Membership dues for the Traction Power Training Consortium are \$15,000.00 each year for a four-year term (2020-2023). The membership dues in the amount of \$60,000.00 shall be payable from the General Fund, Human Resources Division budget.

- 7.0 ALTERNATIVES: Not participate. If the Authority does not participate in the TLC consortiums, it will miss the opportunity to engage in forums to develop national, state, and local training standards and programs for public transportation initiatives.
- 8.0 RECOMMENDATION: It is recommended that this resolution be approved.
- 9.0 ATTACHMENTS: A. Draft Rail Car Training Consortium Agreement  
B. Draft Traction Power Training Consortium Agreement

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

  
General Manager, Chief Executive Officer



# ATTACHMENT A

## DRAFT

### Rail Car Training Consortium Agreement between the Transportation Learning Center and the Greater Cleveland Regional Transit Authority November 2019

This Agreement ("Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by the Greater Cleveland Regional Transit Authority ("GCRTA") a political subdivision of the State of Ohio, 1240 West 6th Street, Cleveland, Ohio 44113 and the Transportation Learning Center (the "Center"), a not-for-profit 501(c)(3) organization with offices located at 8403 Colesville Road, Suite 825, Silver Spring, Maryland 20910.

#### WITNESSETH:

**WHEREAS**, on December 8, 2015, GCRTA executed a Rail Car Maintenance Training Consortium Agreement ("Initial Agreement") with the American Public Transportation Association ("APTA") and the Center that created a Rail Car Maintenance Training Consortium and established a statement of work to be completed over a two-year period;

**WHEREAS**, the Initial Agreement provided that in order to complete the entire suite of rail car courseware, the members of the Rail Car Maintenance Training Consortium would need to pursue a new agreement at the end of the two year period for an additional two year period;

**WHEREAS**, on September 5, 2017, GCRTA entered into a two-year renewal of the Initial Agreement, with a term running from January 2018 through December 2019;

**WHEREAS**, due to the benefits of this partnership, the parties have agreed to enter into a new agreement for an additional three years;

**WHEREAS**, this Agreement sets forth the terms and conditions under which the Center, a not-for-profit 501(c)(3) organization, shall provide the services as described below and in the Statement of Work (Appendix A, known collectively as the "Services") for the benefit of various public transportation agencies and unions, known collectively as the Rail Car Training Consortium (the "Consortium");

**WHEREAS**, the Consortium members ("Consortium Members") have agreed to collaborate on and individually provide funding to develop the training products designed to improve the performance of Consortium Members' employees and union members responsible for maintenance and repair of rail car systems;

**WHEREAS**, the Consortium Members include GCRTA and other public transportation and railroad agencies, certain associated union organizations, and educational institutions;

Now, **THEREFORE**, in consideration of the mutual obligations specified in this Agreement and any compensation paid to the Center for its services, the Center and GCRTA agree to the following:

### **1. Center Responsibilities:**

The Center shall:

- Facilitate the activities of the Consortium and convene regular meetings of the Consortium Members.
- Be responsible for developing a detailed, annual work plan and budget, under the direction of the Consortium Members.
- Be responsible for fully implementing the work plan and creating the desired products.
- The Center will continue its website hosting and maintenance of the repository for rail car maintenance courseware [www.TransitTraining.net](http://www.TransitTraining.net) and the Consortium Member cloud-based resource sharing sites.
- The Center will use its best efforts to create the desired products. The areas of focus may include the following:
  - Rigorous validation of courseware developed in the initial phases of the Consortium work.
  - Conduct pilot programs at Consortium Member locations where data is collected from pre/post test scores and instructor and participant surveys and analyzed.
  - Incorporate any resulting edits from the pilot activities into the courseware.
  - Update courseware to meet changes in technology as needed.
- Create new instruction-ready courseware. Topics may include:
  - Networking/Train-to-Wayside Communications.
  - Rerailing (possible add-on to Course 100).
  - Pre-departure Inspection (possible add-on to Course 100).
  - Overhaul and Rebuild of Rail Car Systems.
- One (1) Consortium-wide Level 1 Train-the-Trainer session for up to ten (10) current or future maintenance trainers from Consortium Member locations. Each location is eligible for one seat on a first-come first-served basis. Agencies will cover travel expenses of participating trainers. The delivery date will be



determined by Consortium Member needs.

- One (1) Consortium-wide Level 2 Train-the-Trainer session for up to ten (10) experienced maintenance trainers from Consortium Member locations, budget allowing. This Train-the-Trainer will focus on intermediate to advanced topics including courseware design, development and improvements.
- Create e-Learning modules and instructional videos based on Consortium Member needs.
- Local technical assistance in the area of training implementation. Tasks may include courseware pilot and implementation, skills gap analysis, training customization, local implementation of training and apprenticeship programs, assistance with college credit and partnership with educational institutions.
- Coordinate all live meetings and travel arrangements. The Center will either pay directly for or reimburse reasonable travel costs (as outlined by Travel Policies and Procedures) for two (2) Subject Matter Experts (“SMEs”) from each Consortium Member location to attend each live meeting.

## **2. Greater Cleveland Regional Transit Authority Responsibilities**

- GCRTA shall appoint one (1) agency representative and the local union representing the rail car workers shall appoint one (1) labor representative to serve as Consortium SMEs. SMEs are assigned by agencies and local unions from rail transit systems participating in the Consortium. The SMEs will help advance and review the work of the Consortium, and participate in the in-person and online meetings to develop and validate courseware. The structure and governance of the Consortium is subject to change, based on full consultation with all participating Consortium Members, including GCRTA.
- GCRTA shall collaborate with the other Consortium Members and the Center to the extent permitted by applicable laws, statutes and regulations; standard industry practices; and not prohibited by any other applicable agreement, including but not limited to collective bargaining agreements. Any such collaboration shall be facilitated by the Center. The Center is hereby granted permission by GCRTA to use the results of the collaborative work to update training products designed to improve the Consortium Members’ performance of maintenance and repair of rail car systems.

**3. Membership Fees, Term, and Payment Schedule:** To cover the costs incurred by the Center in carrying out its responsibilities to the Consortium, each Consortium Member shall pay to the Center an annual membership fee (“Membership Fee”). The amount of the Membership Fee to be paid by each Consortium Member shall be based on that Consortium Member’s ridership as an indicator of its size. At the time of execution of this Agreement, the Membership Fees shall be as follows:

- \$24,000/year for large agencies with more than 50 million annual unlinked rail passenger trips
- \$16,000/year for agencies with more than 15 and less than 50 million annual unlinked rail passenger trips
- \$10,000/year for agencies with less than 15 million annual unlinked rail passenger trips

Based on the number of GCRTA's annual unlinked rail passenger trips, GCRTA shall make three (3) annual payments of \$10,000 each, subject to annual budget appropriations by its Board of Trustees. The payment schedule will be:

| PAYMENT DATE  | AMOUNT          |
|---|-----------------|
| <b>January 3, 2020</b><br>Or within thirty (30) days of full execution and delivery of this Agreement | <b>\$10,000</b> |
| <b>January 3, 2021</b>  | <b>\$10,000</b> |
| <b>January 3, 2022</b>  | <b>\$10,000</b> |

Membership Fee payments shall be made payable to and addressed as follows:

Transportation Learning Center  
 8403 Colesville Road, Suite 825  
 Silver Spring, Maryland 20910.

By signing this Agreement, GCRTA agrees that it will remain a Consortium Member for at least three years and, subject to annual budget appropriations by its Board of Trustees, will pay the annual Membership Fee for each of those three years. The three year term shall commence on January 3, 2020 and conclude on December 31, 2022.

**4. Contract Renewal**

Beyond the three-year term, membership will continue on an annual basis in accordance with this section. After the conclusion of the three-year term on December 31, 2022, annual membership, which shall run on a calendar year basis, can be renewed or terminated. By December 31 of each year commencing with 2022, GCRTA shall notify the Center of its intention to renew or terminate its membership for the next upcoming year. The Center shall subsequently notify GCRTA of acceptance of renewal or of termination of membership. Renewed membership after the three-year term shall continue to be subject to this Agreement, as it may be modified by a mutually accepted writing.

Annual Membership Fees shall be due and payable for each membership year after the Initial Membership Period, just as described above for the three years of the Initial Membership Period. The amount of the annual Membership Fee for each year after the Initial Membership Period shall continue as stated above, unless modified in a writing signed by both the Center and GCRTA.



Should GCRTA choose to terminate its membership after the three-year term, GCRTA will no longer be granted access to the Transit Training Network; be able to utilize the Center Services as described hereunder; be able to participate in the collaborative work of the Consortium; nor have access to any updated or new materials created by the Center or the Consortium.

**5. Right to Terminate:** Notwithstanding anything to the contrary contained herein, GCRTA may terminate this Agreement and its membership effective on January 3 each year upon thirty (30) days' prior written notice to the Center. Upon the effective termination date, GCRTA will no longer be required to pay the Membership Fee.

**6. Invoices, Late Payment or Non Payment:** Invoices are payable within 30 days of receipt. Thirty (30) days after an invoice becomes overdue, access to Rail Car Consortium related materials on TransitTraining.net will be temporarily cut off for the GCRTA SMEs and other employees, until payment occurs.

**7. Intellectual Property:** All materials, including intellectual property and electronic documents developed by the Center ("Licensor") in consultation with members of the Consortium ("Intellectual Property"), will remain the property of the Licensor. Subject to the terms of this Agreement, Licensor hereby grants to GCRTA ("Licensee") a nonexclusive, perpetual, fully paid-up license to utilize any documents or materials delivered under this contract solely for training of its own employees. Licensee does not have the right to sublicense or transfer these rights, or to reproduce the materials created by the Consortium in order to sell or license such property for use by third parties, unless expressly approved in writing by the Licensor and all members of the Consortium. Licensee shall not share the Intellectual Property with any non-Member agency entity or any business or entity outside the Consortium Member's geographic operating area, unless expressly approved in writing by the Licensor and all Consortium Members.

The Licensor shall manage any such intellectual property rights for the general benefit of then-current Consortium Members, consistent with the purposes of the Consortium and this Agreement. GCRTA agrees to share courseware already developed with a clear, written understanding that no warranty is expressed or implied in the provision of the courseware and that GCRTA, merely by providing the courseware, has no responsibility for and no liability arising from any subsequent problems with rail car systems in the agency receiving the courseware.

Materials shared by Consortium Members remain the property of the Consortium Member, so another Consortium Member may not use or share them, in whole or in part, without permission of the owner, except, of course, insofar as elements of the materials are incorporated into Consortium materials, which materials fall under the restrictions outlined above.

This Agreement may be signed in counterparts, each of which shall be an original,



with the same effect as if the signatures were upon the same instrument. This Agreement shall be deemed binding upon signature, without regard to the status of other signatories.

Signed:

For the Transportation Learning Center

\_\_\_\_\_  
John K. Clark, Executive Director

\_\_\_\_\_  
Date

For Greater Cleveland Regional Transit Authority

\_\_\_\_\_  
India Birdsong  
General Manager and CEO

\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM:

By \_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal  
Affairs

# ATTACHMENT B

## DRAFT

### Traction Power Training Consortium Agreement between the Transportation Learning Center and the Greater Cleveland Regional Transit Authority November 2019

This Agreement ("Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by the Greater Cleveland Regional Transit Authority ("GCRTA") a political subdivision of the State of Ohio, 1240 West 6th Street, Cleveland, OH 44113 and the Transportation Learning Center (the "Center"), a not-for-profit 501(c)(3) organization with offices located at 8403 Colesville Road, Suite 825, Silver Spring, Maryland 20910.

#### WITNESSETH:

**WHEREAS**, this Agreement sets forth the terms and conditions under which the Center, shall provide the services as described below for the benefit of various public transportation agencies and unions, known collectively as the Traction Power Training Consortium (the "Consortium");

**WHEREAS**, the Consortium members ("Consortium Members") have agreed to collaborate on and individually provide funding to develop the training products designed to improve the performance of Consortium Members' employees and union members responsible for maintenance and repair of traction power systems;

**WHEREAS**, the Consortium Members include GCRTA and other public transportation and railroad agencies, and certain associated union organizations;

Now, **THEREFORE**, in consideration of the mutual obligations specified in this Agreement and any compensation paid to the Center for its services, the Center and GCRTA agree to the following:

#### **1. GCRTA Responsibilities**

- a) GCRTA shall appoint one (1) agency representative and the local union representing the traction power workers shall appoint one (1) labor representative to serve as Consortium Subject Matter Experts ("SMEs"). SMEs are assigned by agencies and local unions from rail transit systems participating in the Consortium. The SMEs will help advance and review the work of the Consortium, and participate in the in-person and online meetings to develop and validate courseware. The structure and governance of the Consortium is subject to change, based on full consultation with all participating Consortium Members, including GCRTA.



- b) GCRTA shall collaborate with the other Consortium Members and the Center to the extent permitted by applicable laws, statutes and regulations; standard industry practices; and not prohibited by any other applicable agreement, including but not limited to collective bargaining agreements. Any such collaboration shall be facilitated by the Center. The Center is hereby granted permission by GCRTA to use the results of the collaborative work to update training products designed to improve the Consortium Members' performance of maintenance and repair of traction power systems.

## **2. Center Responsibilities:**

The Center shall:

- a) Facilitate the activities of the Consortium and convene regular meetings of the Consortium Members.
- b) Be responsible for developing a detailed, annual work plan and budget, under the direction of the Consortium Members, with the end goal of completing all traction power training topics including but not limited to those outlined in the APTA recognized industry recommended practices.
- c) Be responsible for fully implementing the work plan and creating the desired products.
- d) Produce a final set of products that shall include detailed courseware available for download through [Transittraining.net](http://Transittraining.net) and a system of training consistent with the industry-developed standards for traction power training and maintenance adopted by APTA's standards process.
- e) Coordinate all live meetings and travel arrangements. The Center will either pay directly for or reimburse reasonable travel costs (as outlined by Travel Policies and Procedures) for two (2) SMEs from each member location to attend each live meeting. These SMEs shall be determined as outlined above.

**3. Term:** GCRTA agrees to be a Traction Power Training Consortium member for forty-eight (48) months starting from January 2020 to December 2023.

**4. Membership Fees and Payment Schedule:** To facilitate creation of the training products, GCRTA, as a Consortium Member, agrees to make the following payments:

By signing this Agreement, GCRTA agrees, subject to the Right to Terminate provision herein, to a four-year membership. Subject to annual budget appropriations by its Board of Trustees, GCRTA agrees to pay eight (8) equal Traction Power Training Consortium payments to the Transportation Learning Center with the

amount of the payments determined by the agency ridership:

- \$25,000 for large agencies with more than 50 million annual unlinked rail passenger trips
- \$15,000 for agencies with more than 15 million and less than 50 million annual unlinked rail passenger trips
- \$7,500 for agencies with less than 15 million annual unlinked rail passenger trips;

**Based on the number of GCRTA’s annual unlinked rail passenger trips, GCRTA shall make eight (8) payments of \$7,500 each, subject to annual budget appropriations by its Board of Trustees. The payment schedule will be:**

| PAYMENT DATE  | AMOUNT         |
|---|----------------|
| <b>January 3, 2020</b><br>Or within thirty (30) days of full execution and delivery of this Agreement | <b>\$7,500</b> |
| <b>July 1, 2020</b>   | <b>\$7,500</b> |
| <b>January 3, 2021</b>  | <b>\$7,500</b> |
| <b>July 1, 2021</b>   | <b>\$7,500</b> |
| <b>January 3, 2022</b>  | <b>\$7,500</b> |
| <b>July 1, 2022</b>   | <b>\$7,500</b> |
| <b>January 3, 2023</b>  | <b>\$7,500</b> |
| <b>July 3, 2023</b>   | <b>\$7,500</b> |

**Payments shall be made directly to:  
Transportation Learning Center  
8403 Colesville Road, Suite 825  
Silver Spring, Maryland 20910.**

**5. Right to Terminate:** Notwithstanding anything to the contrary contained herein, GCRTA may terminate this Agreement and its membership effective on January 3 each year upon thirty (30) days prior written notice to the Center. Upon the effective termination date, GCRTA will no longer be required to pay the Membership Fee.

**6. Invoices, Late Payment or Non Payment:** Invoices are payable within 30 days of receipt. Thirty (30) days after an invoice becomes overdue, access to Traction Power Training Consortium related materials on TransitTraining.net will be temporarily cut off for the GCRTA SMEs and other employees, until payment occurs.

**7. Intellectual Property:** All materials, including intellectual property and electronic documents developed by the Center (“Licensor”) in consultation with members of the Consortium (“Intellectual Property”), will remain the property of the Licensor. Subject to the terms of this Agreement, Licensor hereby grants to GCRTA (“Licensee”) a



nonexclusive, perpetual, fully paid-up license to utilize any documents or materials delivered under this contract solely for training of its own employees. Licensee does not have the right to sublicense or transfer these rights, or to reproduce the materials created by the Consortium in order to sell or license such property for use by third parties, unless expressly approved in writing by the Licensor and all members of the Consortium. Licensee shall not share the Intellectual Property with any non-Member agency entity or any business or entity outside the Consortium Member's geographic operating area, unless expressly approved in writing by the Licensor and all Consortium Members.

The Licensor shall manage any such intellectual property rights for the general benefit of then-current Consortium Members, consistent with the purposes of the Consortium and this Agreement. GCRTA agrees to share courseware already developed with a clear, written understanding that no warranty is expressed or implied in the provision of the courseware and that GCRTA, merely by providing the courseware, has no responsibility for and no liability arising from any subsequent problems with traction power systems in the agency receiving the courseware.

Materials shared by Consortium Members remain the property of the Consortium Member, so another Consortium Member may not use or share them, in whole or in part, without permission of the owner, except, of course, insofar as elements of the materials are incorporated into Consortium materials, which materials fall under the restrictions outlined above.

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall be deemed binding upon signature, without regard to the status of other signatories.

Signed:

For the Transportation Learning Center

\_\_\_\_\_  
John K. Clark, Executive Director

\_\_\_\_\_  
Date

For Greater Cleveland Regional Transit Authority

\_\_\_\_\_  
India Birdsong  
General Manager and CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPROVED AS TO LEGAL FORM:

By \_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs