

RESOLUTION NO. 2022-10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: January 25, 2022



President

Attest:



Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

| | |
|---|--|
| TITLE/DESCRIPTION: CONTRACT: ELECTRIC VEHICLE CHARGING STATION PROGRAM PARTNER AGREEMENTS BETWEEN NOACA AND GCRTA VENDOR: N/A AMOUNT: N/A | Resolution No.: 2022-10 |
| | Date: January 20, 2022 |
| | Initiator: Programming and Planning |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____ | |

1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into Agreements with NOACA for an Electric Vehicle Charging Station Program, which will identify the roles and responsibilities of each party in the construction and operation of electric vehicle (EV) charging stations at the Brookpark Rapid Station, the Louis Stokes Station at Windermere, and the Green Road Station.

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

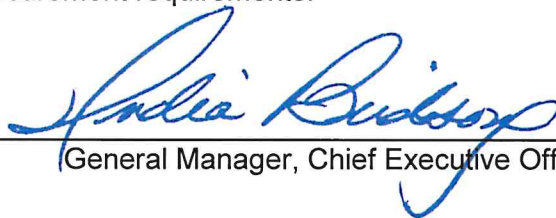
NOACA is implementing the EV Charging Station Program for the purpose of providing EV charging locations throughout the NOACA region. Three GCRTA rapid transit stations have been selected by NOACA for this program: Brookpark Rapid Station, the Louis Stokes Station at Windermere, and the Green Road Station.

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

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

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

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



Andrea Buisson

General Manager, Chief Executive Officer

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Electric Vehicle Charging Station Program Partner Agreement

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

1. PURPOSE

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

2. FUNDING

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

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

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

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

NOACA:

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

PARTNER:

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

4. TERM

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

5. EXPIRATION AND TERMINATION PROVISIONS

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

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

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

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

6.3 NOACA will be responsible for:

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

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relevant EV charging station database.

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

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

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

7.2 Partner will coordinate with NOACA in:

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

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

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

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

8. RIGHT OF ENTRY AND LICENSE

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

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

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

9. OWNERSHIP OF PROJECT EQUIPMENT

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

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

10. PROJECT MAINTENANCE

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

11. DATA SHARING AND REPORTING

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

12. FEE STRUCTURE

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

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

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

13 INDEMNIFICATION

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

14. GENERAL

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

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

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

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

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Electric Vehicle Charging Station Program Partner Agreement

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

1. PURPOSE

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

2. FUNDING

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

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

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

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

NOACA:

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

PARTNER:

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

4. TERM

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

5. EXPIRATION AND TERMINATION PROVISIONS

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

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

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

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

6.3 NOACA will be responsible for:

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

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relevant EV charging station database.

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

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

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

7.2 Partner will coordinate with NOACA in:

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

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

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

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

8. RIGHT OF ENTRY AND LICENSE

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

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

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

9. OWNERSHIP OF PROJECT EQUIPMENT

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

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

10. PROJECT MAINTENANCE

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

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

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

11. DATA SHARING AND REPORTING

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

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

12. FEE STRUCTURE

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

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

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

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

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

13 INDEMNIFICATION

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

14. GENERAL

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

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

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

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

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Electric Vehicle Charging Station Program Partner Agreement

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

1. PURPOSE

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

2. FUNDING

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

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

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

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

NOACA:

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

PARTNER:

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

4. TERM

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

5. EXPIRATION AND TERMINATION PROVISIONS

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

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

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

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

6.3 NOACA will be responsible for:

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

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

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

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8. RIGHT OF ENTRY AND LICENSE

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

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
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 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
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- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

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