

RESOLUTION NO. 44-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE CITY OF MIDDLETOWN TO PROVIDE A JOB SHUTTLE SERVICE.

WHEREAS, Council deems it necessary to provide for a transit bus service to transport employees and the general public to employment destinations in Monroe and Middletown.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the City of Middletown to provide a job shuttle service pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: August 14, 2018

ATTEST:



Clerk of Council

APPROVED:



Mayor

First Reading: July 24, 2018

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

TRANSPORTATION AGREEMENT

City of Monroe

and the

City of Middletown

This Transportation Agreement is made and entered into as of this ____ day of _____, 2018, at Middletown, Ohio, by and between **CITY OF MONROE** ("Monroe") 233 South Main Street, Monroe, Ohio 45050, and the **CITY OF MIDDLETOWN**, 1 Donham Plaza, Middletown, Ohio 45042 ("Middletown").

The purpose of this Agreement is for the City to provide a job shuttle service in which Middletown, working with and through the Butler County Regional Transit Authority ("BCRTA"), will operate transit bus service from the park and ride at the Meijer in West Chester and the southern hub at Greater Dayton Regional Transit Authority to transport employees and the general public to employment destinations in Monroe and Middletown.

In consideration of the mutual covenants and agreement set forth below, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SPECIFICATIONS FOR SERVICES AND BUSES.

- 1.1 Transportation Services. Middletown shall provide transportation services to job shuttle riders during the term of this Agreement, with route stops and changes to be determined mutually by Monroe and Middletown, as necessary to provide optimum service. . The bus shall operate Monday – Friday with an option of operating on Saturdays if mutually agreed upon by the communities. The service shall serve at least two stops in each community unless the community declines the service. A beginning route schedule is attached hereto as Exhibit A. The schedule may be changed upon the mutual agreement of the parties hereto.
- 1.2 Additional community and private sector partners may join the Middletown-Monroe route referenced herein in March and September, and the fees for Middletown and Monroe shall be reduced as mutually agreed upon by the City of Middletown and the City of Monroe. BCRTA shall calculate appropriate fees for additional future partners and future new stops.
- 1.3 Middletown will provide back-up service within 30 minutes of any breakdown or failure of equipment.
- 1.4 All buses utilized by Middletown or BCRTA to satisfy its duties under this Agreement shall at all times comply with all federal, state and municipal laws for a

public transportation service, and shall meet all of the following specific requirements (unless prohibited by applicable laws or regulations):

- (a) Seating space and capacity for a minimum of 14 seated passengers with additional capacity for passengers to stand, if necessary;
- (b) One door for entry and exit, not including emergency exits;
- (c) Wheelchair accessibility, as needed;
- (d) Non-smoking vehicles for driver and all passengers; and
- (e) Staffed at all times by personnel employed by the City of Middletown, or its designee, who are properly licensed for the performance of the designated services in this Agreement.

1.5 All buses shall have the standard county-wide BCRTA vehicle wrap design or shall be of a design that is mutually acceptable to both parties.

2. RATES.

2.1 Middletown, during the term of this Agreement, will utilize federal and state transit grants as available to assist with funding up to 50% of service cost. In addition to available grants, Middletown will contribute \$25,000 annually towards operating costs associated with this Agreement.

2.2 Monroe will compensate Middletown an annual amount of \$30,800 for the transit job shuttle service. For the remainder of calendar year 2018, in accordance with the schedule attached as Exhibit A, Monroe's charge for service, with all credits for grants and the Middletown contribution calculation, shall be \$11,122.22, based on a start date of August 20, 2018.

2.2.1 In each subsequent year of this agreement, the rate shall be adjusted annually, starting January 1, 2020, by the amount of change in the U.S. City Average All Items Consumer Price Index for the most recent 12 month period available, provided that the rate adjustment shall not exceed 3%.

2.2.2. General fare revenue shall be credited back to the route and the overall financial match requirement under the grant funding shall be reduced accordingly. In the event that a business purchases bus passes for its employees, and BCRTA utilizes technology that would accurately capture those business purchases by employer and by city, then the revenue from that purchase shall be applied directly to the home community's match requirements at the next applicable billing cycle.

2.3 Monroe will compensate Middletown for services provided on a semi-annual basis during the term of this Agreement with payments due by the 15th of December for the following six months (January through June) of service, and by the 15th of June for the following six months (July through December) of service each year. Middletown will invoice Monroe, attention “City Manager’s Office” for each semi-annual installment no later than 30 calendar days before each payment is due.

2.4 Bus service rates shall match BCRTA’s published county-wide rate unless otherwise agreed upon by the parties.

3. TERM.

3.1 The Term of this Agreement shall be from August 20, 2018 to December 31, 2021 (“Initial Term”).

3.2 There shall be no service on Sundays, National Holidays or any other time the City of Middletown does not operate regular transit services unless agreed by all parties.

3.3 Subject to the termination provisions of Paragraph 6, it is understood and agreed that after the Initial Term, this Agreement will automatically renew annually for three additional years, beginning January 1, 2022 and ending on December 31, 2024.

4. STATUS OF PARTIES.

4.1 Nothing in this Agreement is intended to create an employment or agency relationship between the parties, nor does the Agreement create a joint venture or partnership relationship.

5. INSURANCE.

5.1 Middletown acknowledges that it has in place and agrees to maintain all insurance and/or self-insurance required by federal, state and municipal laws for a public transportation service, and acknowledges that Monroe is in no way an insurer of any of the services provided by Middletown in this Agreement.

6. TERMINATION.

6.1 Either party may terminate this Agreement for any reason after one hundred-eighty (180) days advanced written notice to the other party during the Term of the Agreement. In the event of termination, Middletown agrees to reimburse Monroe for any unused portion of their semi-annual payment.

6.2 In the event that state and/or federal funding is not available, either party has the right to terminate this Agreement with 120 business days advanced written notice or as permitted by Federal regulations, whichever date is earliest.

7. MISCELLANEOUS.

- 7.1 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 7.2 Modification. This Agreement shall not be modified or amended except in writing and signed by the parties hereto.
- 7.3 Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed the waiver of any other provision of this Agreement at such time or will be deemed the waiver of such provision at any other time.
- 7.4 Severability. The invalidity or unenforceability of any provision or section of this Agreement shall in no way affect the validity or enforceability of any other provision or section hereof.
- 7.5 Captions. The captions in this Agreement are for convenience only and shall not be construed in any way to limit or interpret any term hereof.
- 7.6 Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- 7.7 Notice. Any and all notices required or provided for in this Agreement shall be deemed made when placed in the mail, postage pre-paid and addressed to the respective parties as hereinafter set forth:

As to Monroe:

City Manager's Office
City of Monroe
233 South Main Street
Monroe, Ohio 45050

As to the City:

Finance Director
City of Middletown
One Donham Plaza
Middletown, Ohio 45042

- 7.8 Exclusivity. Nothing in this Agreement shall be construed to restrict the rights of the general public from utilizing the services which shall be provided herein.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF MIDDLETOWN:

CITY OF MONROE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City of Middletown

City of Monroe

Exhibit A
Proposed Transit Route and Schedule as of July 30, 2018

The bus will depart each morning from the BCRTA hub in Hamilton. The general route is designed to connect the south Dayton hub (GDRTA) with the northernmost part of Cincinnati's transit system (SORTA). Between these two locations, the bus system will serve employers within the City of Middletown and the City of Monroe.

Service Time:

The bus route is intended to provide service to companies and employees on all three typical shifts to the greatest extent possible from Monday through Saturday. At this time, neither community anticipates providing bus service on Sundays.

Service Route:

There are currently five identified bus stops – the GDRTA south hub, Atrium Medical Center, Park North at Monroe (2 stops), and the SORTA park and ride in West Chester. The route design anticipates a future stop at PAC Worldwide on Cincinnati Dayton Road, although that stop will only be added if the company requests service and the communities agree it is in the best interest of the system to add the stop.

Proposed BCRTA Route

Untitled layer

- Atrium Medical Center
- PAC Worldwide
- Park North Stop #1
- Park North Stop #2
- Park & Ride/West Chester
- South Dayton Hub
- GDRTA to Atrium
- AMC to Park North
- Park North to P&R



