

# CITY OF OBERLIN, OHIO

## ORDINANCE No. 13-71 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LORAIN COUNTY BOARD OF COMMISSIONERS (D.B.A. LORAIN COUNTY TRANSIT) TO PROVIDE FOR TRANSIT-RELATED SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Lorain County budget suffered revenue losses that resulted in the elimination of transit services for the citizens of Oberlin and many others in Lorain County in 2010; and

WHEREAS, the City of Oberlin in collaboration with Oberlin Community Services, Lorain Metropolitan Housing Authority and others after evaluating options, including alternative providers for local transit service, concluded that contracting with Lorain County Transit (LCT) for the pilot "Oberlin Connector" transit service was the most cost effective way to meet the needs of Oberlin residents; and

WHEREAS, the "Oberlin Connector" service has been very successful and a study in 2010 found that the "Oberlin Connector" is critically important in helping residents with limited mobility maintain their independence; and

WHEREAS, numerous community private and non-profit partners have seen the value in providing the "Oberlin Connector" service and have pledged funding to support the operating cost for 2014.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed Memorandum of Understanding between the City of Oberlin and the Lorain County Board of Commissioners (d.b.a. Lorain County Transit ("LCT")) to provide for transit-related services, a copy being attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

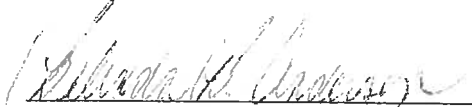
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

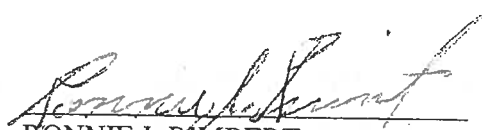
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department,

to wit: **to enter into an agreement to continue local public transit service without interruption in 2014, and shall take effect immediately upon passage.**

PASSED: 1st Reading : December 16, 2013 (E)  
2nd Reading: \_\_\_\_\_  
3rd Reading: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
\_\_\_\_\_  
RONNIE J. BIMBERT  
PRESIDENT OF COUNCIL

POSTED: 12/17/2013

EFFECTIVE DATE: 12/16/2013

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is an agreement entered into by the City of Oberlin (hereinafter known as "Oberlin") located at 85 S. Main St., Oberlin, OH 44074 and the Lorain County Board of Commissioners (d.b.a. Lorain County Transit (hereinafter known as "LCT") located at 226 Middle Avenue, Elyria, Oh 44035 to provide for transit-related services.

This LCT and Oberlin agree that:

- The overall objective of this MOU is to commit resources available through LCT to meet the needs identified by Oberlin in providing local transit services.
- This MOU and the FTA Master Agreement represent the whole and entire agreement as executed. The FTA Master Agreement can be viewed online at: <http://www.fta.dot.gov/documents/19-Master.pdf>
- The project number will be known as – 2014 - Oberlin.
- Oberlin will provide Lorain County with local funds in an amount of \$25.07 per hour to be used by LCT as match to an equal amount of grant funds in order to support the service, plus a \$50.00 monthly fee to cover administrative expenses; no County General Fund dollars will be used for this service. If, following rebidding of transit service contracts, hourly rates decrease, those lower rates shall automatically be passed on to Oberlin. Likewise, if hourly rates increase by less than 10 percent, those rates shall automatically be passed on to Oberlin. If rates increase by more than 10 percent, this agreement shall be renegotiated.
- Oberlin agrees to pay for 9 hours of service a day plus 1 hour travel time a day (or 10 hours a day), 2 days per week.
- LCT will invoice Oberlin on a monthly basis for the required local match.
- This MOU shall commence on Thursday, January 2, 2014 and end on Monday, December 29, 2014. No service will be provided on major federal holidays (see Holiday Service Schedule). Service will be provided on Veterans Day. In weeks when a federal holiday falls on a Monday, service will operate on Tuesday on the same schedule. In weeks when a federal holiday falls on a Thursday, service will operate on Wednesday on the same schedule. The holiday schedule is subject to change, but no changes will be made with less than 45 days notice to Oberlin.

### Holiday Service Schedule

Holiday	Date Service Provided
January 20 – Martin Luther King Day	January 21 (Tuesday)
February 17 – President’s Day	February 18 (Tuesday)
May 26 – Memorial Day	May 27 (Tuesday)
September 1 – Labor Day	September 2 (Tuesday)
October 13 – Columbus Day	October 14 (Tuesday)
November 27 – Thanksgiving Day	November 26 (Wednesday)
December 25 – Christmas Day	December 26 (Friday)

- A transit trip is defined as a one-way pick-up and drop off of a passenger. Hours of operation will be Mondays and Thursdays commencing at 9:00 a.m. and ending at 6:00 p.m.
- Oberlin passengers will be served with "Connector" trips that begin or end within the Oberlin vicinity. Fare-paying passengers from Elyria or Lorain travelling to Oberlin

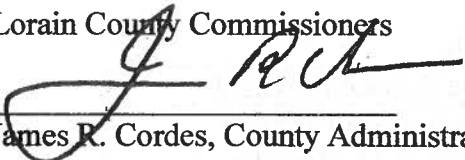
may be accepted by LCT on return trips after Oberlin passengers have reached their morning destinations and may be accommodated for the return trip to pick up Oberlin passengers in the afternoon as long as there are no adverse impacts on Oberlin passengers.

- All scheduling and dispatching of trips is the responsibility of LCT. Passengers may schedule trips by calling the LCT/First Transit scheduling office.
- Oberlin residents will pay LCT a one-way fare based on LCT's current fare structure.
- Oberlin residents of LMHA facilities or those declared as low-income will pay LCT a one-way fare that is one half of LCT's current Adult fare with an ID card provided by Oberlin. Oberlin residents must provide the LCT driver with the ID card in order to pay the reduced fare. If the ID card is not provided upon entering the bus the current Adult fare will be charged.
- The low-income fare will only be in effect during the term of this agreement. The low-income fare and ID card will no longer be accepted by LCT after the term of this MOU.
- Oberlin agrees to comply with the applicable portions of the FTA Master Agreement.
- Either party may, with thirty day written notice to the other party, terminate this MOU.
- To facilitate service analysis and to provide data required by donors, LCT will provide monthly ridership data that includes, at a minimum, total trips and revenue collected, information about destinations, use of low-income fare card, and use of lift. Other data will be collected as requested unless it is not feasible to do so.
- In the event that either LCT or Oberlin secures advertising for the exterior of the Oberlin Connector bus, Oberlin and LCT agree to a 50/50 split on exterior bus advertising revenues relating to the Oberlin Connector bus only. Both parties agree that the advertisement will be produced to LCT specifications and dimensions and LCT agrees to place the advertisement in the frame on the bus for each day of service.

Resolution Number 13-1006, dated 12/18/13 was approved by the Board of Commissioners authorizing the agreement between LCT and Oberlin for the purchase and preparation of a MOU.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by their signatures.

Lorain County Commissioners

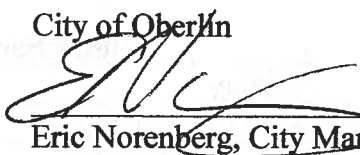
  
James R. Cordes, County Administrator

12-18-13  
Date

Approved as to form:

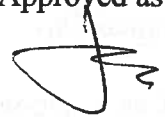
\_\_\_\_\_  
Gerald A. Innes  
Assistant Prosecuting Attorney

City of Oberlin

  
Eric Norenberg, City Manager

12/20/13  
Date

Approved as to form:

  
\_\_\_\_\_  
Jon D. Clark, Law Director

B.22

RESOLUTION NO. 13-1006

In the matter of approving and entering into an )  
Agreement on behalf of Lorain County Transit )  
With the City of Oberlin to provide transportation)  
Service effective January 2 – December 29, 2014 )

December 18, 2013

BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve and enter into an agreement on behalf of Lorain County Transit with the City of Oberlin for Connector and Modified Fixed Route transit service two days per week for nine hours of service, including deadhead time, for each of those days; the Modified Fixed Route service shall consist of periodic trips from Oberlin to Elyria and/or Lorain. Residents of Elyria or Lorain travelling to Oberlin may be accepted by LCT as long as there are no adverse impacts on Oberlin residents.

Said agreement is considered a part hereof to this resolution by reference thereto and can be found on file in the Commissioners/Purchasing and LCT offices, effective Thursday, January 2, 2014 and ending Monday, December 29, 2014.

Said agreement specifies Oberlin service fares that are consistent with LCT fares plus a special one-way fare of \$1.80 for Oberlin residents of LMHA facilities who are declared by the City of Oberlin as low-income and provided with an Oberlin-issued ID card entitling them to receive the fare discount through the agreement period and on the Oberlin Connector only.

FURTHER BE IT RESOLVED, City of Oberlin will provide the County with local funds in the amount of \$25.07 per hour to be used by LCT as match to an equal amount of grant funds in order to support the service, plus a \$50.00 monthly fee to cover administrative expenses, no County general funds dollars will be used for said service. If, following rebidding of transit service contracts, hourly rates decrease, those lower rates shall automatically be passed on to Oberlin. Likewise, if hourly rates increase by less than 10 percent, those rates shall automatically be passed on to Oberlin. If rates increase by more than 10 percent, the agreement shall be renegotiated.

BE IT FURTHER RESOLVED, we hereby authorize County Administrator to execute on behalf of the Board with Prosecutors' approval as to form.

Motion by Kalo, seconded by Kokoski to adopt Resolution. Ayes: all.  
Motion carried.

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution No. 13-1006 is a true copy as it appears in Journal No. 13 on date of December 18, 2013.

  
\_\_\_\_\_  
Theresa L. Upton, Clerk

