

RESOLUTION APPROVING PURCHASE OF SERVICE AGREEMENT WITH ASHTABULA CITY FOR PUBLIC TRANSIT SERVICES FOR THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (ACTS), ACDJFS

WHEREAS, Patrick Arcaro, Director of Ashtabula County Job & Family Services has presented a Purchase of Service Agreement for the approval of the Board, to-wit:

Time period for agreement: January 1, 2024 through December 31, 2024

Service: Public transit within the corporate limits of the City of Ashtabula through a combination of delivery systems which will include service route (point deviation) and demand/response (door-to-door).

Provider: Ashtabula County Transportation System

Purpose: To provide Public Transit services for the City of Ashtabula and surrounding area

Cost: **In-Kind Services from Ashtabula City:**
Minimum \$68,000 in-kind in form of contributed services such as building lease and documented utilities, insurance, maintenance, etc. on the Bus Garage.

- City Bus Garage at 425 West 24th Street is exclusively for public transit.
- Bus Stop Signs, Posts and Bolts to be placed and maintained.
- Passenger Shelters to be placed and maintained and existing shelters repaired at the City's expense.

Cash:
\$30,000 payable in quarterly installments of \$7,500, by the last day of January, April, July and October; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Purchase of Service Agreement with the City of Ashtabula, as noted above for transit services is approved in accordance with the copy of said Agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-621

December 19, 2023

**RESOLUTION APPROVING PURCHASE OF SERVICE AGREEMENT WITH
ASHTABULA CITY FOR PUBLIC TRANSIT SERVICES FOR THE ASHTABULA
COUNTY TRANSPORTATION SYSTEM (ACTS), ACDJFS**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PURCHASE OF SERVICE AGREEMENT
City of Ashtabula
County of Ashtabula
Public Transit Services

General Introduction

- A. Purpose: To provide Public Transit services for the City of Ashtabula and surrounding areas.
- B. Term: (1/1/2024 – 12/31/2024)
- C. Definitions: Administrator: Ashtabula County Job & Family Services
ACTS: Ashtabula County Transportation System
Board: Board of Ashtabula County Commissioners
ACJFS: Ashtabula County Job & Family Services
Third Party Service provider: Sunset Transportation Partners, Inc.

This agreement is entered into this 20th day of December 2023 by and between Ashtabula City (hereafter referred to as The City) and Ashtabula County Transportation System (hereafter referred to as ACTS) by and through the Ashtabula County Board of Commissioners.

I. Description of Services

ACTS will provide public transportation to the residents of Ashtabula City using two types of service. Point Deviation Service Route operates M-Sat 7:00 am to 5:00 pm and Demand Response service operates M-F 7:00am to 5:00 pm.

ACTS will observe the following holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. There will not be any service on these days and the Operation Center will be closed.

The level of service is determined by the demand for transportation by the residents of Ashtabula City.

The level of service is dependent upon The City of Ashtabula contributing a minimum of \$68,000 annually in-kind in the form of the building lease and utilities (gas, electric, water and sewer). The City will send an itemized statement of the utilities used quarterly to the ACTS Administrator. These services are reported monthly to the ODOT.

The City of Ashtabula will contribute \$30,000 local match annually payable in quarterly installments. ACTS will send an invoice to The City quarterly in the amount of \$7,500. If there is a non-payment for any reason, the services will be reduced. If at any time during the contract period the facility becomes unavailable by reason of damage or destruction, both

parties agree to make a reasonable attempt to find a suitable substitute facility. Alternatively, Lessor may substitute \$68,000 annual payment (the value of the lost in-kind contribution) for provision of a substitute facility. In the event a substitute facility cannot be agreed upon by both parties within 30 days, and Lessor does not substitute the annual payment, Lessee reserves the right to terminate this agreement and reduce/eliminate service with a 30-day written notice.

It is understood by both parties that operation is currently contracted to Sunset Transportation Partners, Inc. through a method of procurement specified and approved by the Federal Transportation Administration and the Ohio Department of Transportation.

It is understood by both parties that the level of service stated in this agreement cannot be maintained without the Cash and In-Kind payments by the City.

The policies and procedures of ACTS will apply in all cases as determined by the Ashtabula County Commissioners.

All transit services will be provided in vehicles available to the public without discrimination.

If this agreement is terminated for unavailability of the facility, the description of services as described above will no longer be in effect.

It is understood by both parties this purchase of service agreement is not assignable or transferable to any other party without written consent by both parties.

II ACJFS:

- A. Will provide documentation of service provided upon written request from Ashtabula City. This will include name and address of the passengers, pick up and drop off destinations, and the number of City residents using the ACTS services.
- B. Will administer public transit according to state and federal regulations

III. In-kind payment by City

Except as provided for above, the City of Ashtabula will contribute a minimum of \$68,000 annually in-kind in the form of contributed services such as the building lease and utilities.

- A **The City Bus Garage** located at 425 West 24th Street will remain titled to the City and be made available exclusively for public transit for the term of this contract under the terms of a separate lease agreement. An in-kind contribution of \$68,000 for rent is calculated based on a lease payment of \$8.00 per square foot. The City Bus Garage is approximately 8,500 square feet. The City will also keep current the

following utility obligations; electric, natural gas, water, sewer and refuse pick-up. These utilities will be also included as in-kind services in addition to the lease payment.

- B. **Bus Stop Signs.** The City of Ashtabula will place and maintain all signs for transit service within the City limits. Administrator will supply signs, posts, and bolts.
- C. **Passenger Shelters.** The City of Ashtabula will place and maintain shelters using equipment and materials currently owned and procured for this purpose as specified by Administrator. Existing shelters will be repaired at the City's expense.

IV. **Cash Payment:**

The city will contribute \$30,000 local match annually, payable in quarterly installments. ACTS will invoice the City quarterly for \$7500.00, due upon receipt.

Up to \$5,000 of this amount may be used by ACTS for local funds on Capital purchases (i.e., vehicles).

The City at any time can purchase additional services through negotiations with ACTS administration (i.e., Summer Kids Ride Free, Fireworks Shuttle).

V. **Other Revenue:**

It is understood that all revenue, including grants, contracts, fare-box, and advertising are the exclusive right of ACTS.

VI. **Dispute Resolution**

Clear lines of communication and authority must be established for this agreement to work.

A. Ashtabula City and The Ashtabula County Board of Commissioners will use their reasonable best efforts to resolve a dispute through good faith negotiations. Either party must submit a written notice to any other part to whom such dispute pertains, and any such dispute that cannot be resolved within thirty (30) calendar days of receipt of such notice (or such other period to which both parties agree) will be submitted to a Mediator selected by agreement of both parties.

B. For purposes of carrying out the intent of this agreement, and to resolve any issues that arise during its implementation and operations, ACJFS as the Administrator of ACTS and Patrick Arcaro, Executive Director of ACJFS with authority from the Board of County Commissioners is to be named as Contract Administrator and will meet with a representative of the City when required.

Representing the County:

Patrick J. Arcaro
Executive Director, ACJFS

Carol Lennon
ACTS Program Manager, ACJFS

Representing the City:

James Timonere
City Manager of Ashtabula, Ohio

VII. Default clause

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to act with respect to, any previous default.

VIII. Termination Clause

Other than noted elsewhere in this agreement, either party has the right to terminate this Purchase of Service agreement with a 180-day written notice. If this agreement is terminated, both parties are released from all obligations included herein.

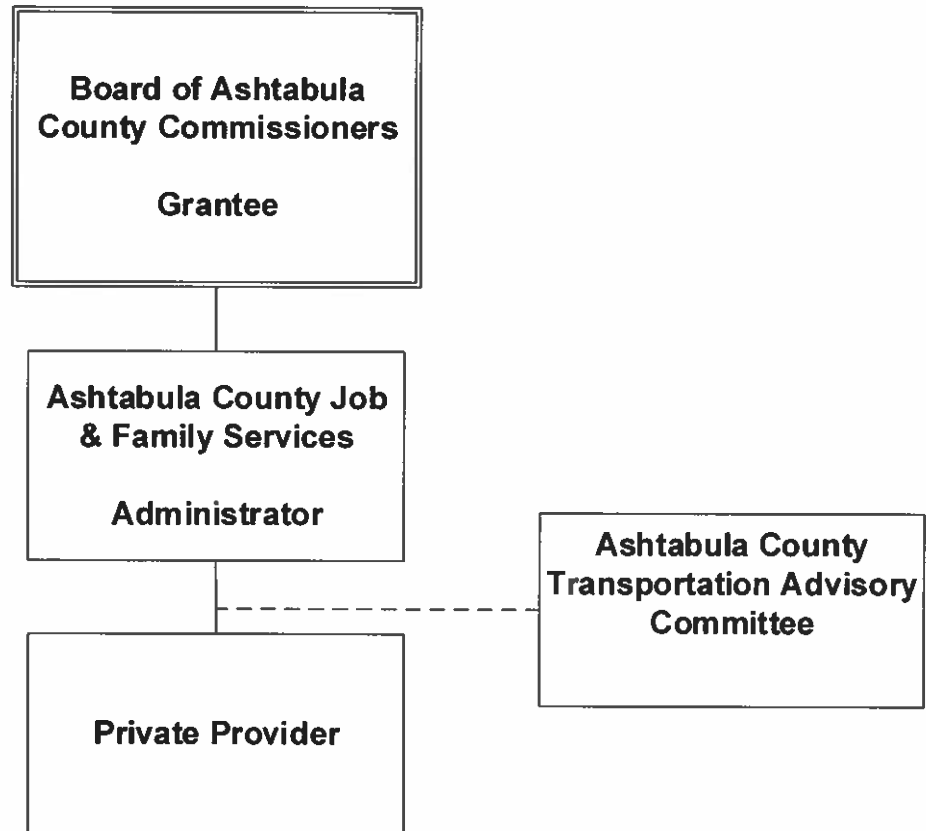
IX. Amendment

Any changes to this contract must be in writing and mutually agreed upon by both Ashtabula City Council and Ashtabula County Board of Commissioners.

X. Insurance

Ashtabula City will maintain insurance on the building and structure. ACTS will require third party service provider to provide insurance on its personal property and employees, as well as any operational policies required pursuant to state and federal law. ACTS will require third party service provider to indemnify all other parties for all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities arising out of its provision of services.

Ashtabula County Transportation System Organizational Chart



This Agreement effective on January 1, 2024

By and For Ashtabula County



Casey R. Kozlowski, President of the Board

12-19-23

Date



Kathryn L. Wittington, Vice-President of the Board

12-19-23

Date



J. P. Ducro, IV, Commissioner

12-19-23

Date

For the City of Ashtabula



James Timonere, Ashtabula City Manager

12-20-2023

Date

Approved as to Legal Form Only



Cecelia M. Cooper
Ashtabula City Solicitor

12-19-23

Date

Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

Date

ACTS Purchase of Service Agreement 2024

Contract

CERTIFICATE OF FISCAL OFFICER

I hereby certify that the City of Ashtabula has sufficient funds in the public treasury or in the process of collection and credited to a proper account, not otherwise appropriated, to pay the sum(s) set forth above



Marie Yvrose Augustin, Finance Director

Date:

12/19/2023

ORDINANCE NO. 2023 - 175

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO AGREEMENTS FOR PUBLIC TRANSPORTATION WITH THE ASHTABULA COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for public transit services for the City of Ashtabula and surrounding areas order to promote the health, comfort, safety, convenience, and welfare of the inhabitants of the City in accordance with Section 1 of the City Charter;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into the "Purchase of Services Agreement" and the "ACTS Operations Center Lease Agreement" attached hereto as Exhibits with the Ashtabula County Board of County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047 for the purpose of making the Municipal bus garage, 425 West 24th St., Ashtabula, Ohio, available to the Ashtabula County Transportation System (A.C.T.S.) in consideration of public transit services within the corporate limits of the City of Ashtabula and to and from surrounding areas.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved b five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: December 18, 2023

John S. Roskovics
John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Simeone:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Foglio:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guerriero:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Holman:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mills:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DiGiacomo:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Marie Yvrose Augustin
Marie Yvrose Augustin
Finance Director

APPROVED:

James M. Timonere
James M. Timonere
City Manager

Approved as to form and correctness this

18 day of December, 2023.

Cecilia M. Cooper
Cecilia M. Cooper, Esq.
Ashtabula City Solicitor