

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is entered into by and between the Board of Trumbull County Commissioners (hereinafter "Commissioners"), a body politic and corporate as provided for in 301.22 of Revised Code, and the Trumbull County Transit Board (hereinafter "Board"), established by the Commissioners pursuant to 306.01 and 306.02 of Revised Code.

**WHEREAS**, the Board was provided by the Commissioners, pursuant to 306.01 et seq. of Revised Code, all governing authority for operation and oversight of the County's transit system; and

**WHEREAS**, among the powers and duties of a county transit board enumerated in 306.04(C) and 306.06 of Revised Code, the Board can enter into contracts or MOUs with any federal, state, or other governmental or private source, including this MOU; and

**WHEREAS**, the Commissioners have provided to the Board Senior Services Levy funds for several years for operation of the County's transit system; and

**WHEREAS**, the Commissioners are supportive of efforts on the part of the Board to deliver transit services to the residents of Trumbull County, most notably senior citizens;

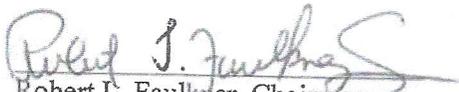
**NOW, THEREFORE**, the Commissioners and Board agree as follows:

1. The Commissioners shall transfer Four Hundred Twenty-five Thousand Dollars (\$425,000.00) to the Board from the proceeds of the Senior Services Levy for senior transportation services for the year 2018.
2. The Board shall provide persons sixty (60) years of age or older in Trumbull County with demand response curb to curb, door to door, and through the door transportation service(s) at a maximum cost of \$2.00 per one-way trip during the year 2018.
3. Commissioners shall remit the \$425,000.00 in Senior Services Levy funds in twelve (12) monthly payments, which will consist of eleven (11) payments of \$35,416.00 and one (1) payment of \$35,424.00 from the Commissioners in the form of checks made payable to the Trumbull County Transit Board.
4. The Board shall submit an invoice to the Senior Levy Administrator by the 15<sup>th</sup> of each month, beginning February 15, 2018 and ending January 15, 2019. Invoices will include ridership reports demonstrating the number of one-way trips provided to riders sixty (60) years of age and older, including personal care attendants, as provided by the Board through its contractor, Community Bus Services, Inc. The Board will also include General Ledger detail of how the Senior Levy Funds were spent. All ridership reports provided at the Board meetings shall also be provided to the Senior Levy Administrator.
5. In addition, the Board will provide any additional information requested by the Senior Levy Administrator to ensure compliance with Senior Levy Rules and Regulations.
6. Board shall utilize all funding provided by the Commissioners for transit service, including \$425,000 in Senior Levy funding committed by the Commissioners in 2018 to operate transit service and match Federal Transit Administration funding assistance for which the Board is eligible. The Board shall explore a neutral complaint process that streamlines and effectively meets FTA requirements.

7. The Commissioners shall provide a target of 20,000 trips as a minimum performance requirement of this agreement. Should the Board not meet that requirement, the Commissioners will reduce the financial commitment from the Senior Levy to the Board for CY 2019. This reduction will be calculated by determining the percentage of trips performed below the target number and adjusting CY 2019 funding by the same percentage.
8. This MOU shall become effective January 1, 2018 and shall remain in full force and effect until the end of the day December 31, 2018.
9. Nothing in this MOU shall be construed to require any additional funding from the Commissioners to the Board, including, but not limited to, general fund monies.
10. Pursuant to Ohio Constitution Article XII Section 5, money collected through a tax levy may be used on the specific object of that particular levy. Therefore, the Board shall use any levy money provided by the Commissioners only for the specific object of that levy. Moreover, interest derived from levy monies must be used in accordance with the object of that levy. 1980 Ohio Op. Atty. Gen. No. 80-003.
11. The Board shall comply with all federal, state, and local laws, regulations, and rules in the administration of programs and the expenditure of funds transferred pursuant to this MOU. The Board shall prepare and provide to the Commissioners any requested documentation to show compliance with such laws, regulations or rules.
12. The Board shall indemnify, defend, and hold harmless the Commissioners against any and all actions, claims, or suits resulting from this MOU, or expenditure of funds received pursuant to this MOU. Pursuant to 306.04(C)(17), any judgments against the Board for negligence shall be limited to the money held by the Board.
13. Commissioners and Board shall each resolve, respectively, to take all actions necessary to adopt and enact this MOU.

By signing below, the parties hereby attest to their mutual understanding and MOU on all points described herein this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Trumbull County Transit Board:

  
Robert L. Faulkner, Chairman

Board of Trumbull County Commissioners:

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Daniel E. Polivka, President

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Mauro Cantalamessa, Commissioner

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Frank S. Fuda, Commissioner