

TEMPORARY RESOLUTION NO. 51-24

PERMANENT RESOLUTION NO. 53-24

A RESOLUTION AUTHORIZING THE SERVICE SAFETY DIRECTOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS FOR USE OF THE CITY OF LANCASTER DEPARTMENT OF TRANSPORTATION'S FUEL DEPOT

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, Lancaster-Fairfield Public Transit currently uses the City Department of Transportation's Fuel Depot to refuel its transit vehicles to advance operational efficiency due to the proximity of the Fuel Depot to Lancaster-Fairfield Public Transit's facilities; and

WHEREAS, the City and Fairfield County desire that Lancaster-Fairfield Public Transit continue to use the City's Fuel Depot for the same reason after the City transfers Lancaster-Fairfield Public Transit's assets and operations to the Fairfield County Board of County Commissioners; and

WHEREAS, a Memorandum of Understanding is necessary to document the City and Fairfield County's agreement as to the use of the City's Fuel Depot, which has been attached hereto as Exhibit A; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Service Safety Director is hereby authorized to negotiate and enter into the Memorandum of Understanding attached hereto as Exhibit A with the Fairfield County Board of County Commissioners regarding Lancaster-Fairfield Public Transit's on-going use of the City Department of Transportation's Fuel Depot on and after July 1, 2024.

SECTION 2. That the Memorandum of Understanding in the form presently attached hereto as Exhibit A is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the Service Safety Director. This Council further authorizes the Service Safety Director, for and in the name of the City, to execute any amendments to the Memorandum of Understanding, which amendments are not inconsistent with this Resolution and not substantially adverse to the City.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 22, 2024 after 3rd reading. Vote: Yeas 10 Nays 0

Date Approved: April 22, 2024

Clerk: Kurt M. Curt


President of Council

Jon A. McWane

Mayor

Offered by: Mary P. Terner

Second by: Steve Lichty

Requested by Public Works Committee



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is undertaken by and between the City of Lancaster, Ohio (“City”), 104 E. Main Street, Lancaster, Ohio 43130 and the Fairfield County Board of County Commissioners (“County”), 210 E. Main Street, Lancaster, Ohio 43130 in accordance with the terms and provisions set forth herein.

RECITALS

Whereas, City and County agree that Lancaster-Fairfield Public Transit (“LFPT”) and the residents of Fairfield County will best be served by transferring the operations and assets of LFPT to County; and

Whereas, LFPT’s current facilities are located near City’s Department of Transportation Fuel Depot (“Fuel Depot”), which increases operational efficiency for purposes of refueling LFPT’s vehicles; and

Whereas, City and County desire that LFPT’s vehicles continue to refuel at City’s Fuel Depot on the same terms and conditions as other entities that use City’s Fuel Depot;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, City and County agree and bind themselves, their agents, employees, successors, and permitted assigns as follows:

Section 1. Term. This Agreement shall commence the _____ day of _____, 2024 and shall continue in full force and effect for five (5) years unless otherwise terminated in accordance with Section 2 of this Agreement.

Section 2. Termination. This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party for any reason. Upon written notification of termination by either party, County shall promptly return all fuel fobs and pay any outstanding fuel fees due to City in its sole discretion.

Section 3. Costs. City shall purchase and make available fuel for use by LFPT vehicles at its Fuel Depot. County agrees to pay the cost of all fuel pumped using LFPT fuel fobs and a per gallon surcharge to cover the expenses associated with operating the Fuel Depot. These costs shall be billed to LFPT monthly and shall be paid within thirty (30) days.

Section 4. Use. County agrees to use City’s Fuel Depot exclusively for the purpose of refueling LFPT vehicles. All County use shall be performed in compliance with all applicable laws, rules, regulations, and safety requirements.

Section 5. Amendments. This Agreement may be amended by City and County only by written amendment executed by both parties.

Section 6. No Transfer of Liability. Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

Section 7. Insurance. County is solely responsible for insuring itself, its employees, and agents from any and all losses or damages from use and/or operation of the City's Fuel Depot.

Section 8. Assignment; Subcontractors. County may not assign or subcontract this Agreement or its rights or obligations hereunder without the prior written consent of City, which consent may be withheld in City's sole discretion. Any assignment or subcontract in contravention of this Section shall be void.

Section 9. Successors and Assigns. The provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

Section 10. Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than as set forth herein nor be deemed to vest any rights, interests or claims in any third parties (including the public at large). The parties do not intend to waive any privileges or rights to which they may be entitled.

1. Section 11. Governing Law and Venue. This Agreement is being executed and delivered in Fairfield County, State of Ohio and shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Ohio exclusive of the laws in Ohio relating to conflict of laws. In addition, any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in the Municipal Court or Court of Common Pleas located in Fairfield County, Ohio.

IN WITNESS WHEREOF, City and County have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first written above.

CITY OF LANCASTER, OHIO

FAIRFIELD COUNTY BOARD OF
COUNTY COMMISSIONERS
County Commissioners:

Service Safety Director:

Approved as to form:

City of Lancaster:

Fairfield County:

Stephanie L. Hall

Law Director & City Prosecutor

Assistant Prosecuting Attorney