

RESOLUTION 2680

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH SHORE TRANSIT.

WHEREAS, the City of Salisbury has determined it helpful to citizens to offer sales of Shore Transit tickets to the public; and

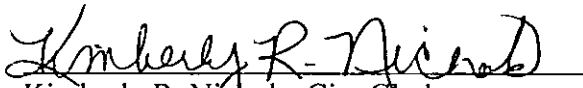
WHEREAS; the City has collaborated with Shore Transit to develop the best processes and terms to support the activity; and

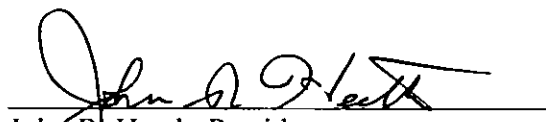
WHEREAS, the City and Shore Transit wish to enter into an Inter-Governmental Agreement that will detail the responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor is authorized to execute the attached Inter-Governmental Agreement between Shore Transit and the City of Salisbury.

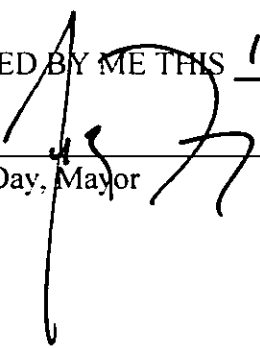
This resolution was introduced, read and passed at the regular meeting of the Salisbury City Council held on the 10 day of October 2016.

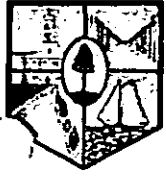
ATTEST:


Kimberly R. Nichols, City Clerk


John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 11th day of Oct, 2016.


Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Tom Stevenson, City Administrator
From: Keith Cordrey, Director of Internal Services *KAC*
Date: October 5, 2016
Re: Shore Transit MOU

The finance department has been working with Shore Transit to determine how the City can offer the service of ticket sales for shore transit customers.

The details of the services to be provided can be found in the attached agreement.

Upon your review, please forward this agreement to Council for their consideration.

INTER-GOVERNMENTAL AGREEMENT

Between

Shore Transit,
A Division of the Tri-County Council for the Lower Eastern Shore of Maryland
31901 Tri-County Way
Salisbury, MD 21804

And

The City of Salisbury

For

Operations and Management of the Sale of Shore Transit Tickets

THIS AGREEMENT, effective **November 1, 2016**, being made by and between Shore Transit, a Division of the Tri-County Council for the Lower Eastern Shore of Maryland, hereinafter referred to as "SHORE TRANSIT," and the City of Salisbury, hereinafter referred to as Salisbury.

SHORE TRANSIT and Salisbury do mutually agree as follows:

1. PROGRAM AND SERVICES PROVIDED

- 1.1 SHORE TRANSIT shall provide Salisbury Finance Department with Shore Transit Tickets for payment of transportation services from Shore Transit for the purpose of selling them to the public as a service to allow the public easier access to public transit services.
- 1.2 Salisbury Finance Department will receive and account for the tickets. It will sell them to the public at the face value of the tickets. It will quarterly account for ticket sales and pay the funds received to Shore Transit and request replacement of tickets sold as needed.

2. TERMS AND TERMINATION

- 2.1 This agreement shall commence when signed by all parties and remain in effect until terminated by either party with 30 days written notice.
- 2.2 If this agreement is terminated Salisbury will return any unsold tickets and funds received for the sale of tickets up to the termination date to Shore Transit.
- 2.3 Definitions:
 - a. Tickets are printed by Shore Transit and are color coded by the face value of the ticket.
 - b. Fare for Shore Transit Fixed route service is \$3 per boarding for adults, \$1.50 for Senior Citizens and Free for children under 42 inches in height. Buses drivers cannot make change. Origin to Destination para-transit service (Shore Ride and Shore Access) fare is \$5.

- c. Fixed Route is the public bus service on a fixed schedule of time and stops.
- d. Origin to Destination or para-transit service is bus service provided to qualified individuals from a selected site to another location not part of the fixed route schedule at the time dictated by the customers appointment or other factors.

3. FUNDING DISTRIBUTION

- 3.1 Shore Transit will provide Salisbury with 500 tickets of each denomination and Salisbury will accept, account for and offer for sale the tickets to the public or any organization requesting to purchase the tickets.
- 3.2 Salisbury will quarterly account for tickets sold and pay the amounts received from sales to SHORE TRANSIT a via check with a count of the number and types of tickets sold to Shore Transit, 31901 Tri-County Way, Suite 133, Salisbury, Maryland 21804.
- 3.3 SHORE TRANSIT will provide replacement tickets for those sold within three working days of receiving notice from Salisbury of the need for more tickets.

4. GENERAL PROVISIONS AND CONDITIONS

- 4.1 The terms of this agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.
- 4.2 SHORE TRANSIT agrees to defend and hold Salisbury harmless from and to indemnify Salisbury against all claims, suits and actions arising out of any of the SHORE TRANSIT's duties, obligations, or uses of the funds and equipment provided to it under this Inter-Governmental Agreement, to the greatest extent allowable by law, and will further indemnify Salisbury, and the State of Maryland against all claims, suits, and actions arising out of the failure or alleged failure to comply with the duties and obligations set forth herein to the greatest extent allowable by law.
- 4.3 As a condition of SHORE TRANSIT's obligation to perform under this agreement, Salisbury and Shore Transit shall comply with all applicable federal, state and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful provision of the services required of Salisbury and Shore Transit under the terms of this agreement.
- 4.4 The persons performing the services as set forth in this agreement shall be employees of SHORE TRANSIT or the City of Salisbury. SHORE TRANSIT is responsible for complying with all federal and state laws as to tax and Social Security payments to be withheld from wages paid to said employees.
- 4.5 SHORE TRANSIT shall operate under this agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, genetic information, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristics, which would not reasonably preclude the required performance.

- 4.6 SHORE TRANSIT understands that in addition to its obligations in 4.3 it will comply fully with provisions of the Americans with Disabilities Act.
- 4.7 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this agreement and expressly agree to renegotiate this agreement as necessary to comply with such changes.

This Agreement represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of the agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. This Agreement may only be modified by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this agreement.

FOR SHORE TRANSIT:

FOR TRI-COUNTY COUNCIL





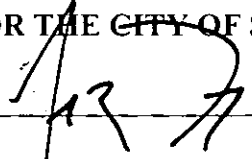
Bradley A. Bellacicco
Transit Division Director
SHORE TRANSIT

Michael P. Pennington
Executive Director

Date: Sept. 29, 2016

Date: 9/29/2016

FOR THE CITY OF SALISBURY:



Mayor Jacob R. Day

Date: 7 Oct 2016