

# SORTA/Metro Planning and Operations December 05, 2023 9:00 am-10:00 am Eastern Time

SORTA PLANNING AND OPERATIONS COMMITTEE MEETING

TUESDAY, DECEMBER 5TH, 2023 - 9:00 A.M.

SORTA/METRO AT HUNTINGTON CENTER,

SORTA BOARD ROOM (6th FLOOR)

525 VINE STREET,

CINCINNATI, OHIO 45202

#### **General Items:**

Call to order

Pledge of Allegiance

1 Approval of Planning and Operations Committee Minutes: November 7th, 2023

### **Briefing Items**

- 2 Good News! (John Ravasio)
- 3 Ridership Report as of November 30th, 2023 (Matt Moorman)
- 4 Update on Bus Stop Signs, Benches, Shelters and Maintenance (Steve Anderson)

#### **Action Items:**

- 5 Proposed Resolution: Approval of Lease Agreement with TKG Colerain Town Center, LLC (Khaled Shammout)
  - 5.1 Action Item:
  - 5.2 Lease Agreement:
- 6 Procurement Action Items (Andy Aiello)
- 7 Proposed Resolution: Approval of Sales Office Lease Extension (Andy Aiello)
  - 7.1 Action Item:
- 8 Proposed Resolution: Approval of Contract Award 151-2023 for Bus Stop Sign & Pole Installation (Steve Anderson/John Edmondson)
  - 8.1 Action Item:
- 9 Proposed Resolution: Approval of Contract Award 158-2023 for Retail Electricity Supply (Jeff Mundstock, John Edmondson)
  - 9.1 Action Item:
- 10 Proposed Motion: Approval of Contract Award 167-2023-SS for 2024 General Legal Services (Andy Aiello, John Edmondson)

- 10.1 Action Item:
- 10.2 Engagement Letter:
- 11 Proposed Motion: Approval of Contract Award 168-2023-SS for 2024 Labor & Employment Legal Services (James Hubbard, John Edmondson)
  - 11.1 Action Item:
  - 11.2 Engagement Letter:

### Other Items:

**New Business** 

Adjournment

The next regular meeting of the Planning & Operations Committee has been scheduled for

Tuesday, January 16th, 2024, at 9:00 a.m.

PLANNING AND OPERATIONS COMMITTEE TUESDAY, OCTOBER 17<sup>TH</sup>, 2023 – 9:00 A.M. SORTA/METRO AT HUNTINGTON CENTER 6<sup>th</sup> FLOOR SORTA BOARD ROOM 525 VINE STREET CINCINNATI, OHIO 45202

COMMITTEE MEMEBERS APPOINTED: Blake Ethridge (Chair), Tony Brice Jr, Trent Emeneker, Robert Harris, Pete Metz, Gwen Robinson, and Sara Sheets

<u>COMMITTEE/BOARD MEMBERS PRESENT</u>: Tony Brice, Dan Driehaus, Trent Emeneker, Blake Ethridge, Rod Hinton, Pete Metz and Sara Sheets

COMMITTEE MEMBERS ABSENT: Jay Bedi, Alyson Beridon, Chelsea Clark, Allen Freeman, Robert Harris, Kreg Keesee, Gwen Robinson, KZ Smith and Sonja Taylor

STAFF MEMBERS PRESENT: Andy Aiello, Julie Beard, Norman Bouwie, Myla Danison, John Edmondson, Pat Giblin, Adriene Hairston, Darryl Haley, Brandy Jones, Natalie Krusling, Tenecia Le'Flore, Matt Moorman, Jeff Mundstock, Samantha Pointer, John Ravasio, Jason Roe, Khaled Shammout, August Schweitzer and Bill Spraul

OTHERS PRESENT: None

#### 1. Call to Order

Mr. Ethridge called the meeting to order.

#### 2. Pledge of Allegiance

The Pledge of Allegiance was recited.

#### 3. Approval of Minutes of October 17th, 2023

Mr. Ethridge made a motion and Mr. Metz second the motion to approve the minutes of the October 17th, 2023, meeting.

By voice vote the committee approved the minutes.

#### 4. Good News!

The Executive Team presented the Good News report. Ms. Hairston announced the September Silver Award recipients. Mr. Ravasio wished Teresa Presley a happy retirement, congratulated Brandy Jones on the 2023 PRSA WVB Award which is often considered a lifetime achievement award, Cincinnati City Council passed a resolution encouraging the Ohio General Assembly to make it a felony to assault a transit system worker in Ohio, Ms. Jones shared the MetroNow! Ride Along with Rep. Denson, Metro & UC International Students trip, Free Rides to the Polls, and Saluting our Veterans slides. Mr. Edmondson shared Meet the Primes: Battle to Build Your Business slide.

The Committee accepted the report as presented.

#### 5. Ridership Report

Mr. Moorman presented the October 2023 ridership reports. Total ridership for the month of October was 1,189,356 or 0.4% above budget.

Mr. Moorman presented the October 2023 MetroNow reports. Total ridership for the month of October was 4,015.

Mr. Moorman presented the October 2023 Access ridership reports. Total ridership for the month of October was 16,225 or -5.3% above budget.

The Committee accepted the report as presented.

#### 6. Proposed Motion: Approval of Agency Safety Plan

Mr. Weil presented the Agency Safety Plan, to comply with Subpart B of 49 CFR Part 673, Section (a) (1), which requires The Public Transportation Agency Safety Plan and subsequent updates be signed by the Accountable Executive and approved by the agency's Board of Directors and Joint Safety Committee, or an Equivalent Authority.

The Committee accepted the report as presented.

#### 7. Proposed Resolution: Approval of Contract Award 132-2023 for Enterprise Backup System

Mr. Aiello requested approval of a (5) year contract to be awarded to Altafiber/CBTS at a total cost of \$380,000 for the Enterprise Backup System.

The Committee agreed to recommend the resolution to the full Board for approval on the consent agenda.

#### 8. Proposed Resolution: Approval of Contract Award 138-2023 for Bus Stop Maintenance

Mr. Aiello requested approval of a (5) year contract with BrightView Landscape Services, Inc., at a cost of \$3,159,473 for Bus Stop Maintenance.

The Committee agreed to recommend the resolution to the full Board for approval on the consent agenda.

#### 9. Proposed Resolution: Approval of Contract Award 146-2023 for Fleet Card Program

Mr. Aiello requested approval of a (5) year contract to be awarded to US National Association at a total cost of \$621,380 for the Fleet Card Program.

The Committee agreed to recommend the resolution to the full Board for approval on the consent agenda.

#### 10. New Business

The next regular meeting of the Planning and Operations Committee has been scheduled for **Tuesday**, **December 5**<sup>th</sup>, **2023**, at **9:00 A.M**.

#### 11. Adjournment

The meeting adjourned at 9:45 A.M.





# **October Silver Award Recipients**





Access/BH Maintenance Employee of the Month **Michael Woellert** 



Leadership
Employee of the Month
Bruce Adams



Queensgate Maintenance Employee of the Month Bruce Tabar



# **October Silver Award Recipients**





Access/Bond Hill
Operator of the Month
Sarah Deane



Administrative & Support Employee of the Month Nia Goode-Mayo



Queensgate
Operator of the Month
Angel Blakes

# Congrats, Tashaun!





Congratulations to Operator Tashaun
Grant on receiving the Spirit of Deborah
Leadership Award, as well as the LEAH
Legacy Award from the LEAH Institute.
These awards recognize women who
have overcome difficult life
circumstances. We are proud of you,
Tashaun!

# **OKI Awards Metro BRT Bus Grant**





Thank you to OKI Regional Council of Governments for the awarding of \$8 million in federal Surface Transportation Block Grant funds to be used towards the purchase of battery electric buses for Metro's upcoming Bus Rapid Transit Service.

# **New Hybrids Have Arrived**





10 New Hybrid buses arrived in November and will go into service in early 2024. Hybrid vehicles help further reduce the amount of carbon pollutants that enter into our community.

# **Giving Thanks Through Service**



In recognition of the Thanksgiving Holiday, Metro's Diversity, Equity and Inclusion Council spent a morning volunteering at St. Vincent de Paul making meal kits for families in need to enjoy a delicious Thanksgiving dinner.



# **Metro Talks Teamwork with Adopt- A-Class**



Metro team members visited Ms. King's 2<sup>nd</sup> grade class to discuss the importance of teamwork and conducted an interactive project with the students as part of the Adopt-A-Class program, which resulted in a great mix of fun and learning.



# Ride the go\*Metro Ice Slide at Christkindlemarkt



Metro is excited to sponsor the goMetro Ice Slide at the Cincinnati Christkindlmarkt. Enjoy the holiday themed Christmas festival featuring food, shopping, holiday lights, entertainment and more now through Dec. 31 at the Smale Riverfront Park.

Visit cincinnatichristkindlmarkt.com for more details.



## Stuff-the-Bus with Metro & Radio One





Metro has teamed up with Radio One to host a Stuff-the-Bus to help families in need during the holiday season. Help us fill the bus with food items to be delivered to the Freestore FoodBank on the below dates between noon-3 p.m.:

Dec. 2 – Kroger Marketplace Colerain

Dec. 9 – Kroger Dent

Dec. 16 – Oakley Kroger

# **Metro Small Business Expo Toy Drive**





Metro is excited to host a Small Business Expo Stuff-the-Bus Toy Drive at the TQL Stadium on Dec. 14 from 9 a.m.-2 p.m.

We will raffle off a free bus wrap for businesses that bring a gift. Come learn about vendor opportunities with Metro and talk with members of our Procurement team, while helping make a child's holiday season brighter.

# ...and That's the News!





Awards season!
CLIMB Award
recipient Tara Walker
& PRSA WVB Award
recipient Brandy Jones.





# November 2023 Ridership Report

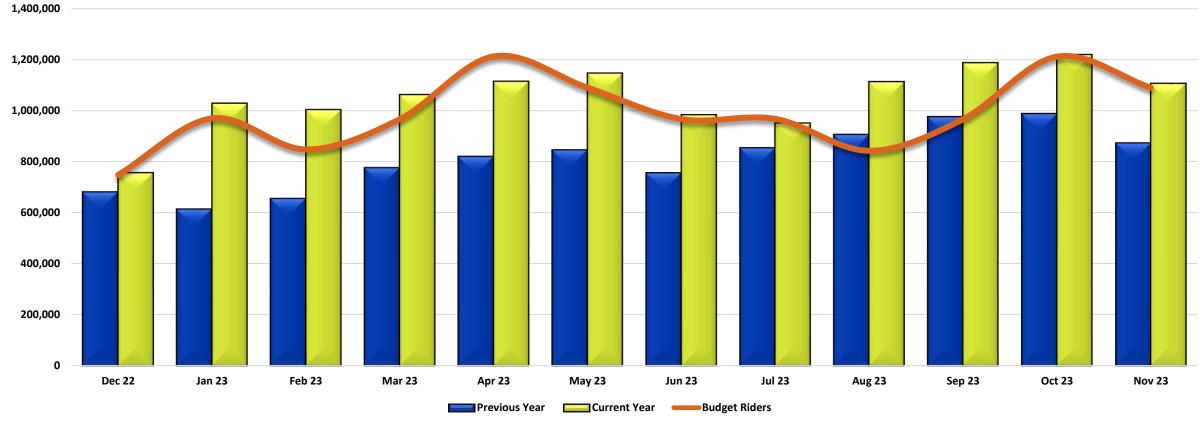
December 5, 2023 | Matt Moorman





### **Total Fixed Route Ridership YoY & Budget by Month**

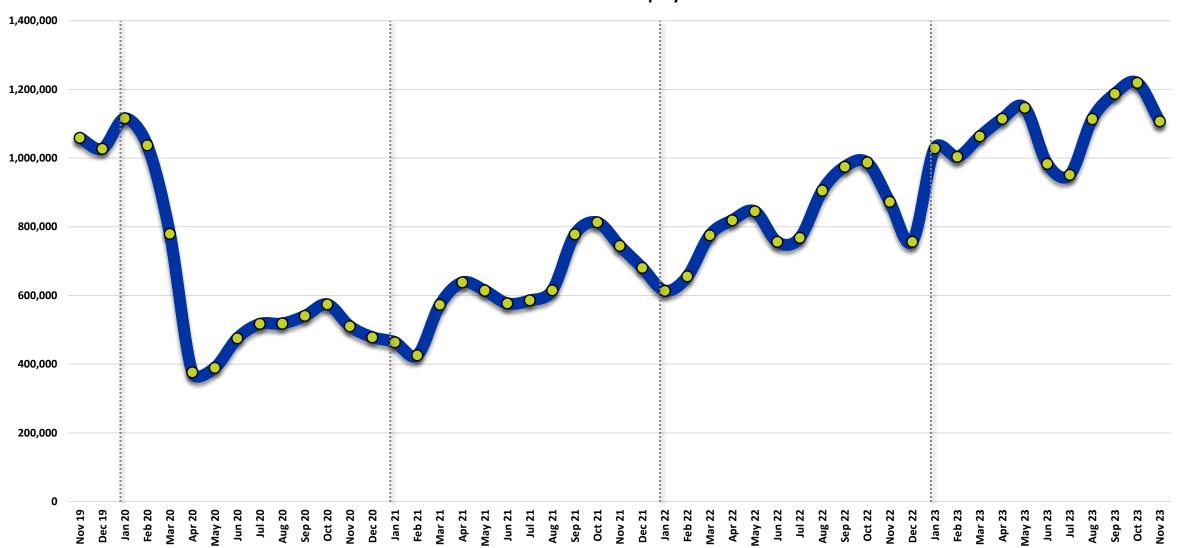




Service	Nov 23				Nov 22		
	Ridership	Budget	Budget	% Budget	Ridership	Past Year	Past Year %
			Variance	Variance		Variance	Variance
Local	1,080,520	1,064,412	16,108	1.5%	850,672	229,848	27.0%
Express	26,251	25,298	953	3.8%	21,721	4,530	20.9%
Totals	1,106,771	1,089,710	17,061	1.6%	872,393	234,378	26.9%
Total (YTD)	11,918,274	11,130,173	788,101	7.1%	8,972,895	2,945,379	32.8%

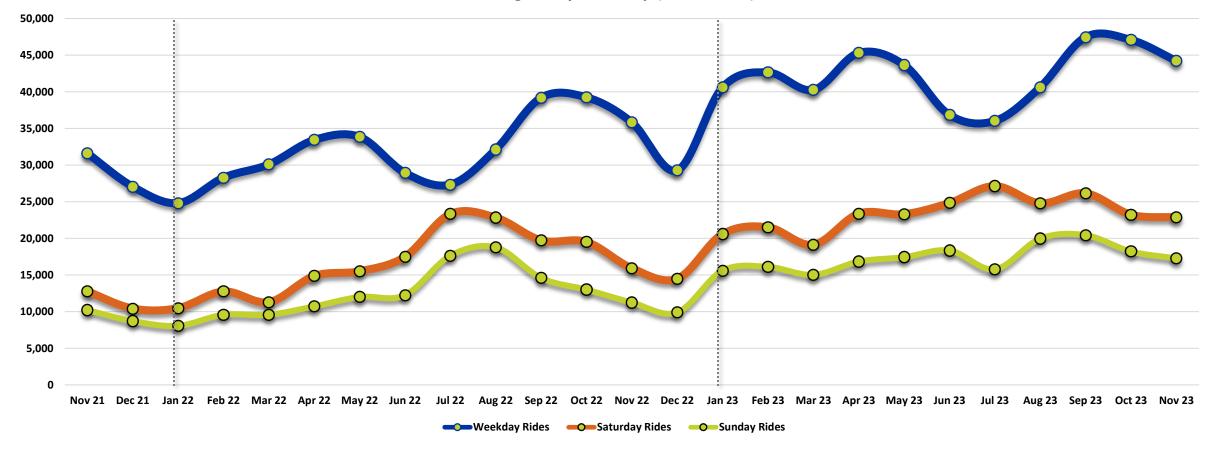


### **Total Fixed Route Ridership by Month**



### Average Daily Ridership (WD, SA, SU)



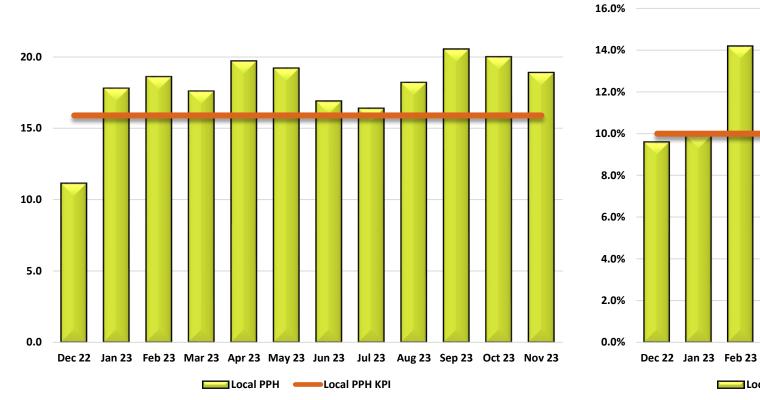


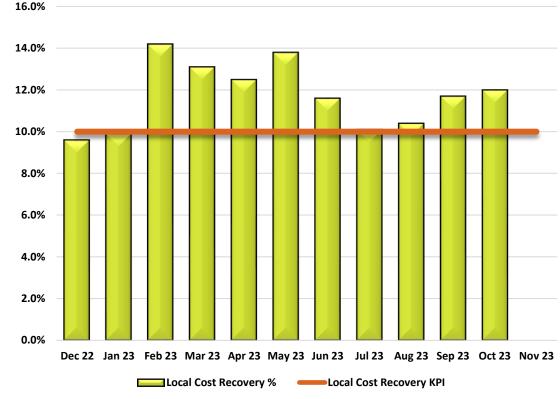
Service	Nov 23 Avg Daily	Nov 23 Avg Daily Budget			Nov 22 - Nov 23 % Variance
WEEKDAY	44,229	44,889	-1.5%	35,829	23.4%
SATURDAY	22,889	19,414	17.9%	15,925	43.7%
SUNDAY	17,283	13,876	24.5%	11,259	53.5%



### **Local Service Productivity (Last 12 Months)**

# Local Service Cost Recovery & (Last 12 Months)





Local Service	Nov 23 Actual KPI	Nov 23 Budget KPI	Variance
Passengers Per Hour	18.9	15.9	3.0
<b>Cost Recovery</b>		10.0%	-10.0%

\*percentage points

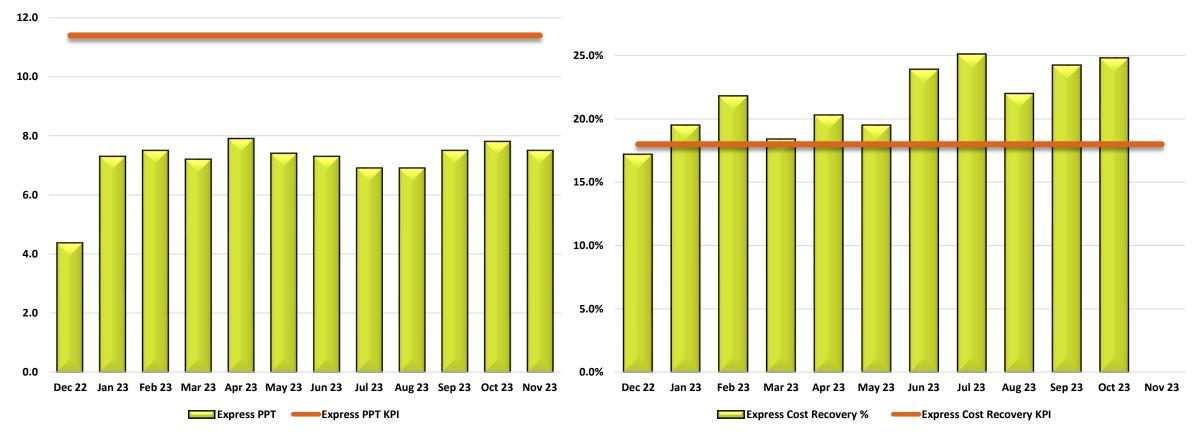
1973

25.0





### **Express Service Cost Recovery % (Last 12 Month)**

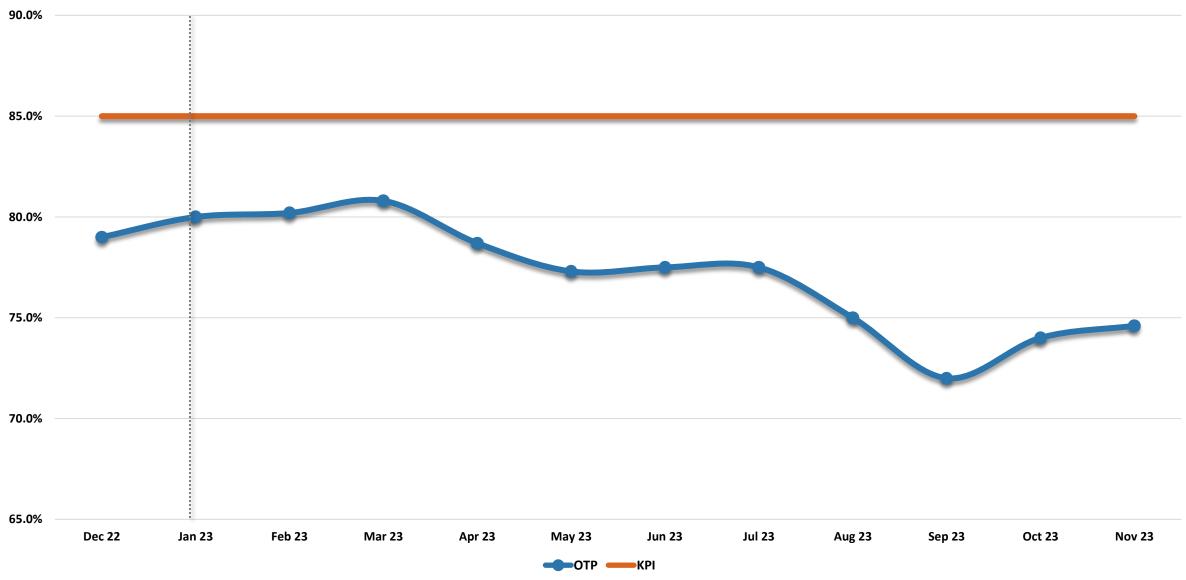


<b>Express Service</b>	Nov 23 Actual KPI	Nov 23 Budget KPI	Variance
Passengers Per Trip	7.5	11.4	-3.9
Cost Recovery		18.0%	-18.0%

\*percentage points

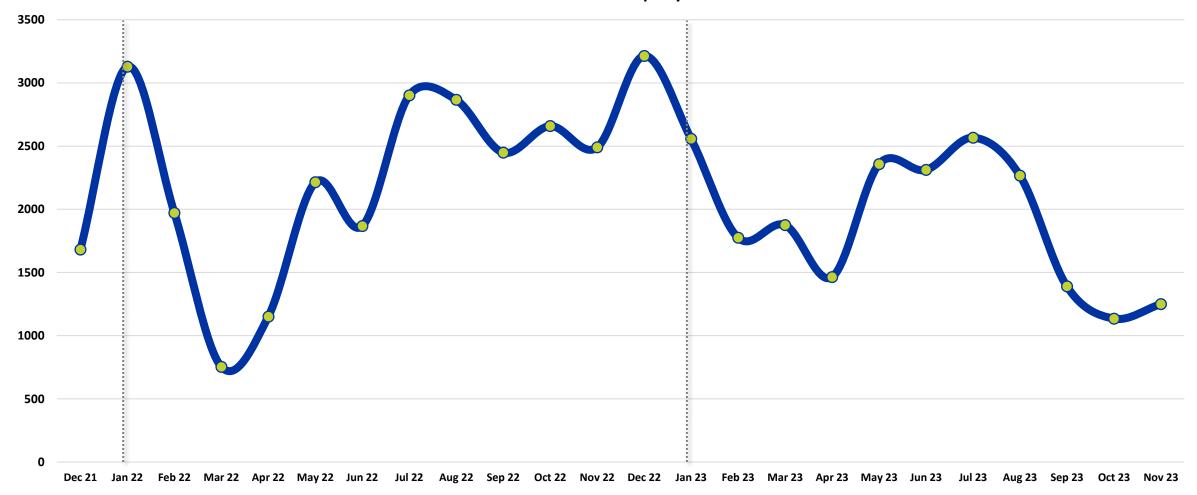
### **Overall On-Time Performance (Last 12 Months)**





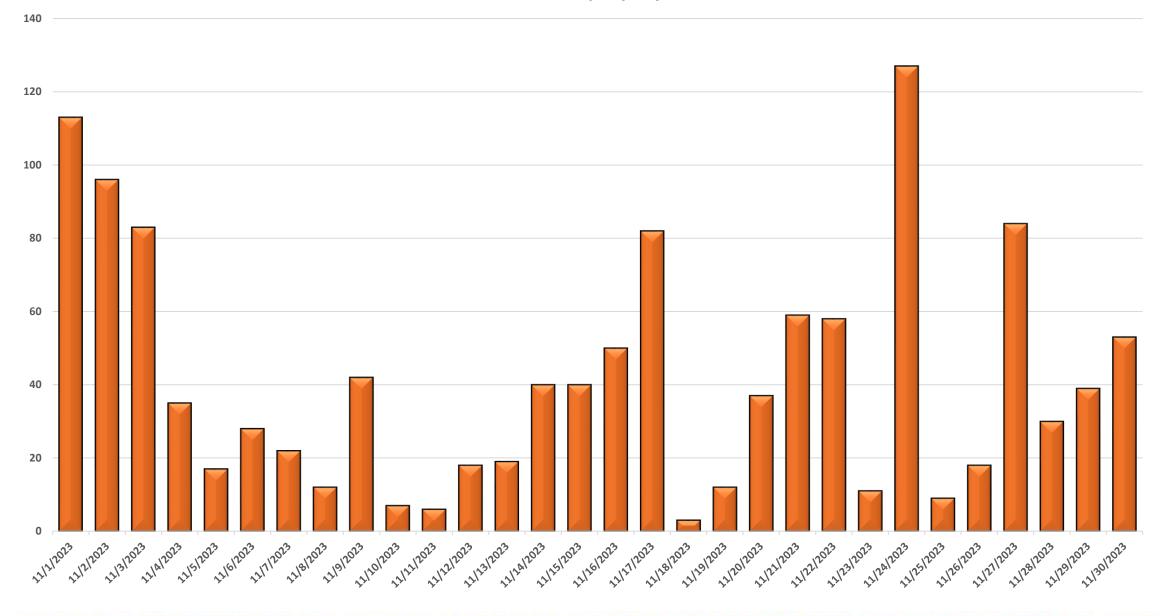
# 50 YEARS

### **Fixed-Route Missed Trips by Month**



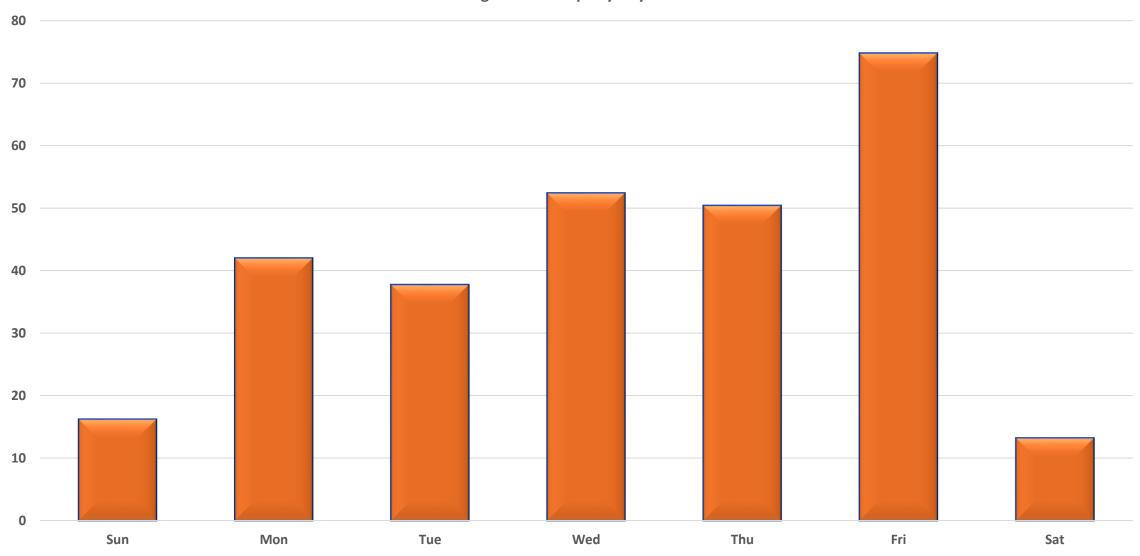
	<b>Missed Trips</b>	<b>Total Trips Scheduled</b>	% of Trips Operated
Nov 23	1,250	66,265	98.1%







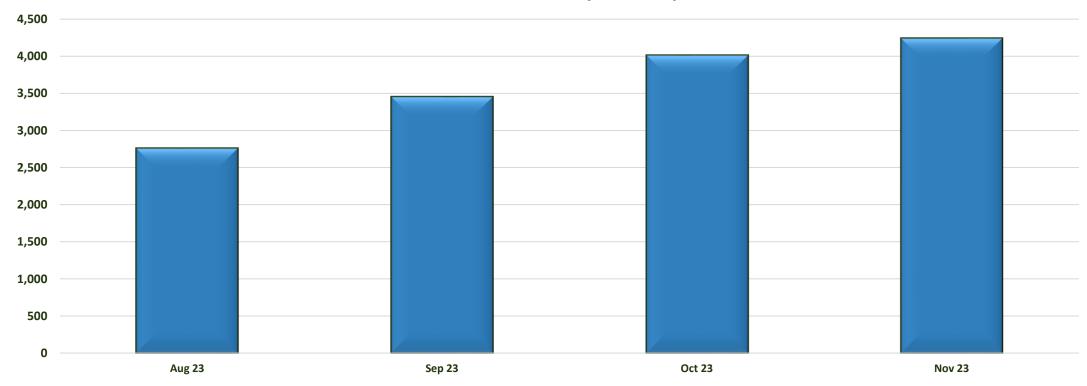
### Average Missed Trips by Day of Week







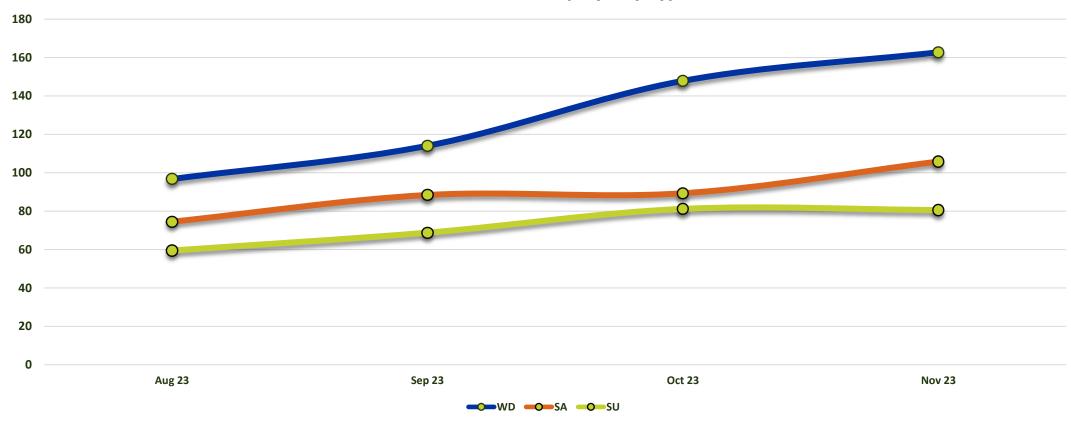
### **MetroNow Monthly Ridership**



Nov 23	Nov 23 Actual
<b>Monthly Riders</b>	4,242
On-Time Performance	97.8%



## MetroNow Ridership by Day Type

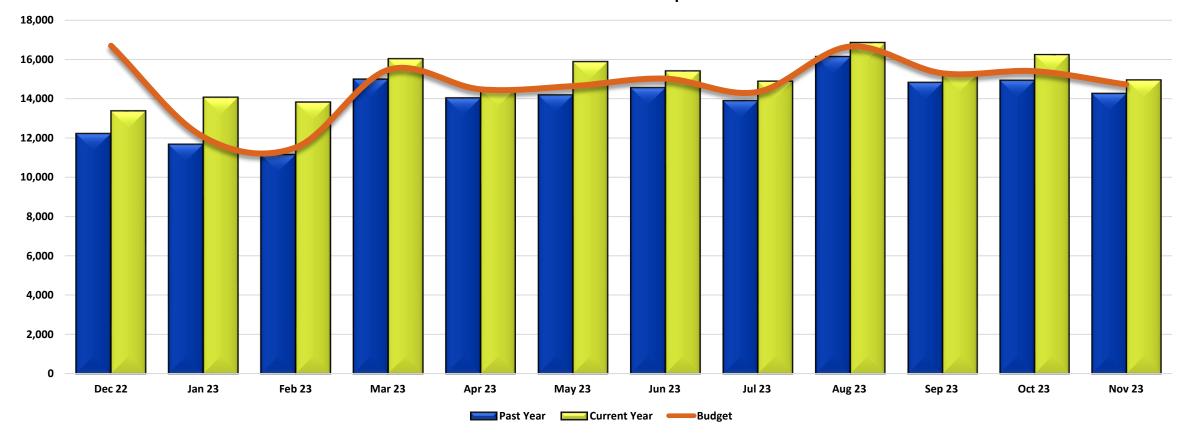


Nov 23	Nov 23 Actual
Weekday Avg	162.7
Saturday Avg	105.8
Sunday Avg	80.6



### **Total Access Ridership**

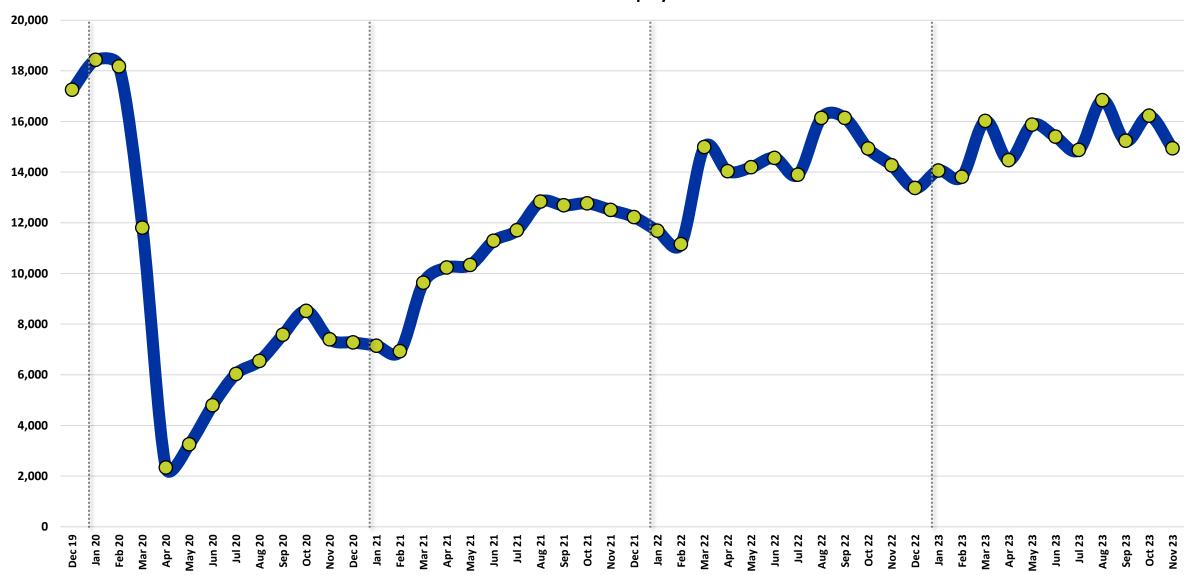




Nov 23	Nov 23 Ridership	Nov 23 Budget	<b>Budget Variance</b>	Nov 22 Ridership	Nov 22 - Nov 23 Variance
Total	14,938	14,723	1.5%	14,268	4.7%
Weekday	13,656			13,210	3.4%
Saturday	584			480	21.7%
Sunday	698			578	20.8%
Total (YTD)	167,751	159,604	5.1%	154,674	8.5%

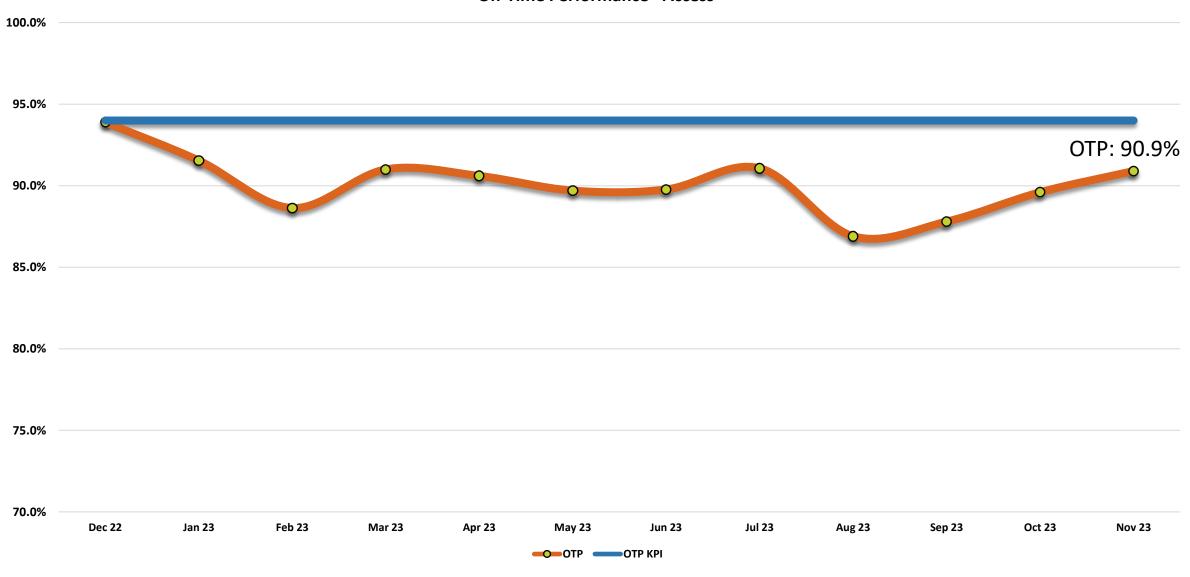


### **Total Access Ridership by Month**



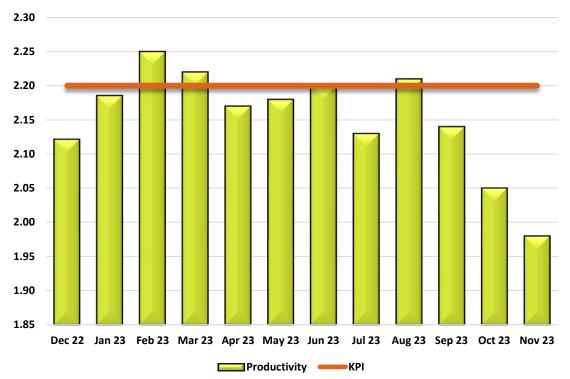
### **On-Time Performance - Access**

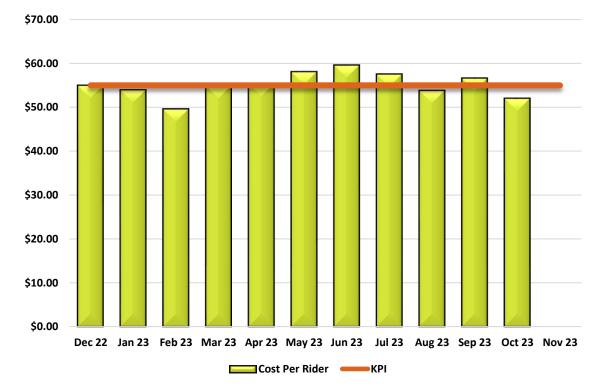




### **Access Service - Productivity**

### **Access Service - Cost Per Rider**





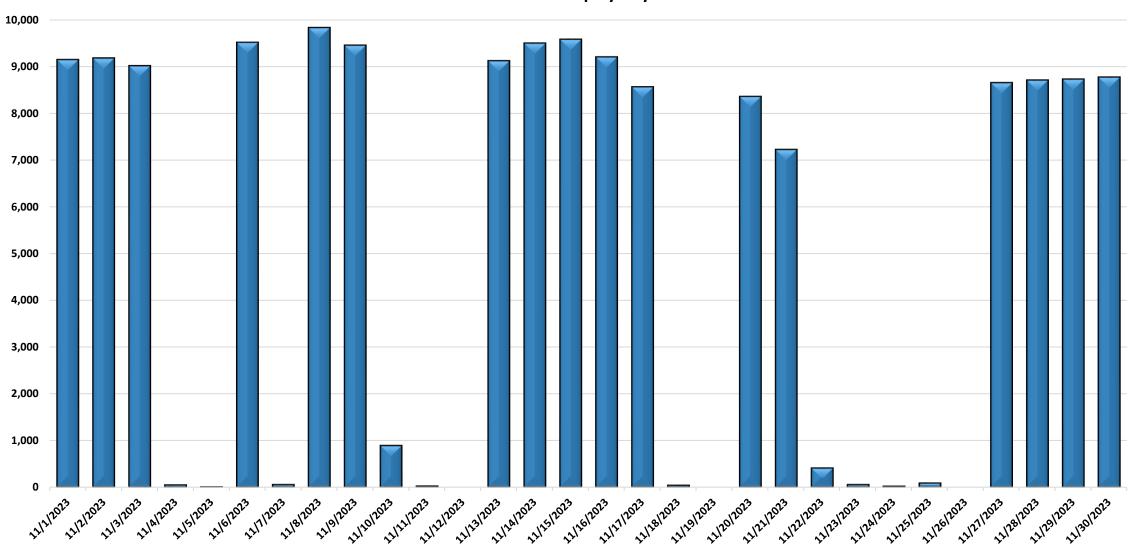
Nov 23	Nov 23 Actual	Nov 23 KPI	Variance
Cost Per Passenger		\$55.00	-\$55.00
<b>On-Time Performance</b>	90.9%	94.0%	-3.1%
Passengers Per Hour	1.98	2.2	-0.22

\*percentage points



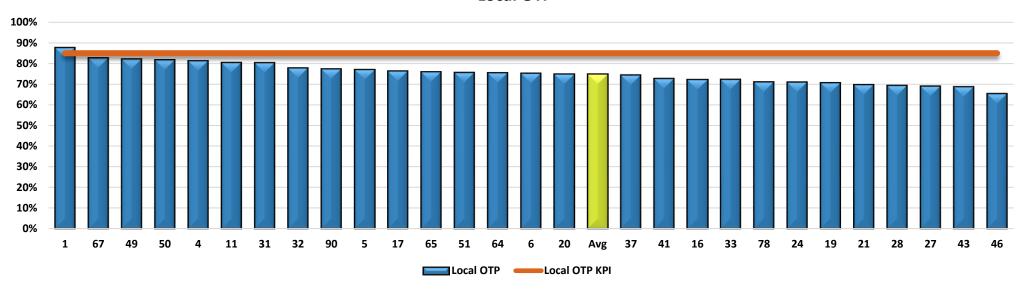


#### **CPS Ridership by Day**

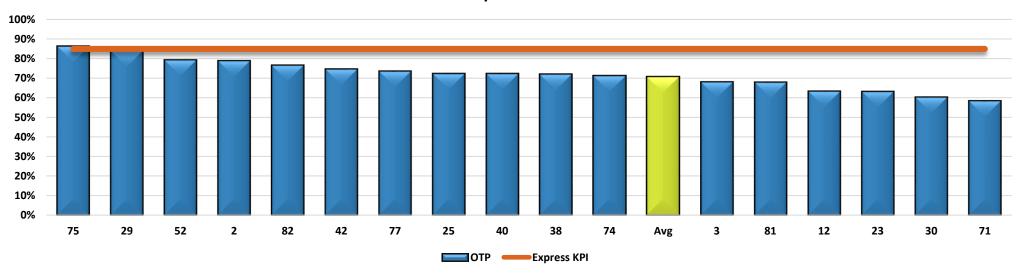




#### **Local OTP**

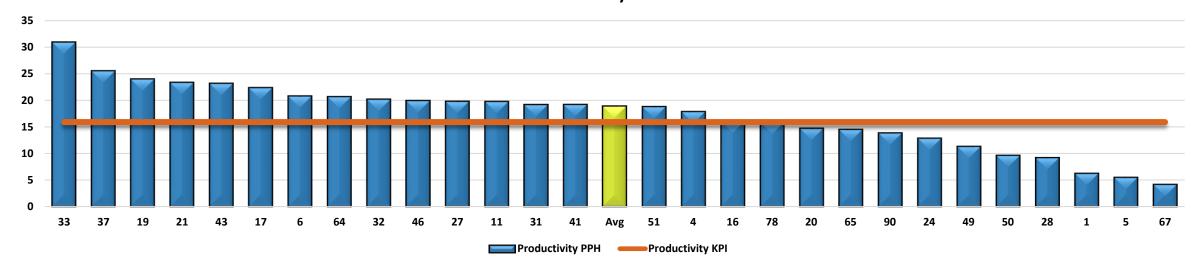


#### **Express OTP**

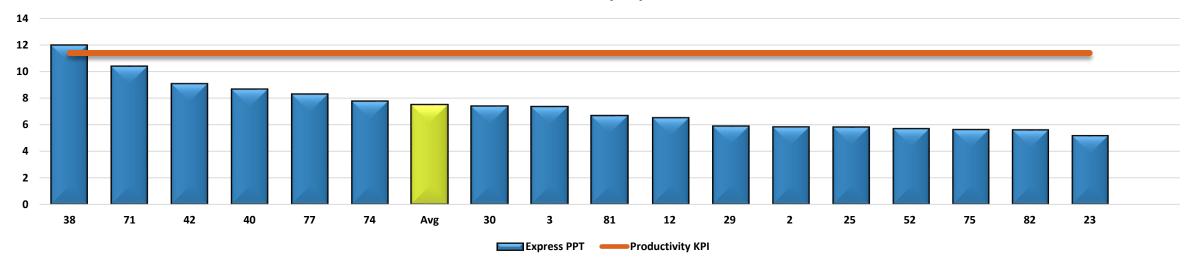




#### **Productivity - Local**

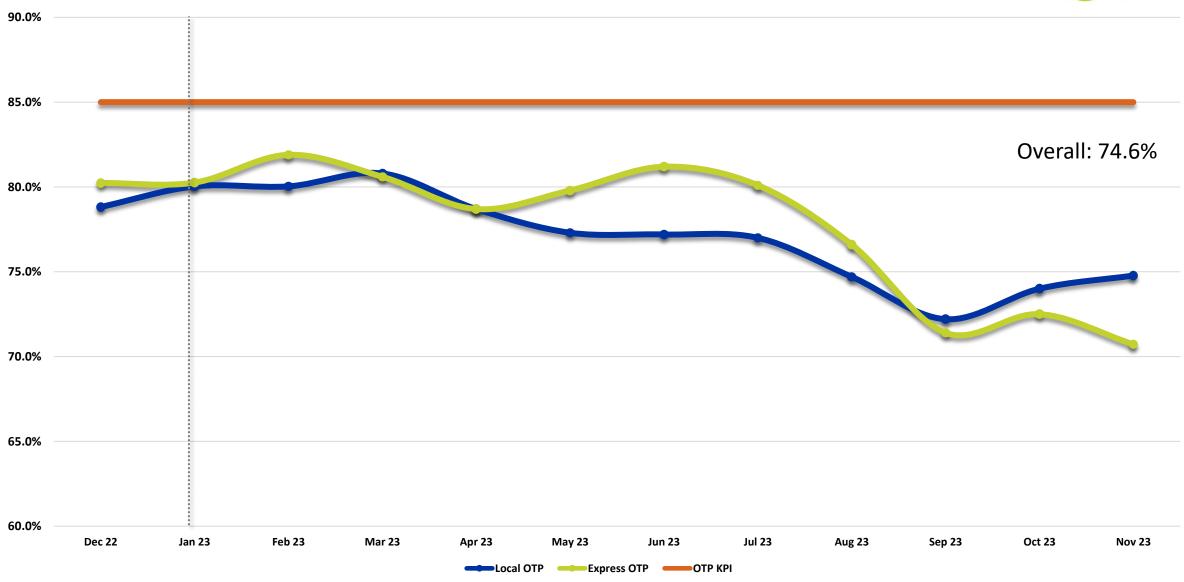


#### **Productivity Express**



#### **On-Time Performance Local & Express Service (Last 12 Months)**







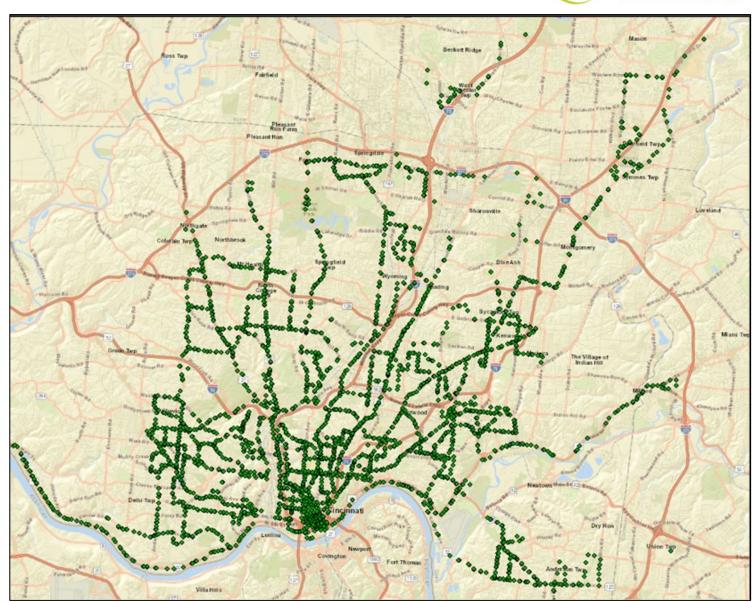
## Update on Bus Stops: Signs, Benches, Shelters & Maintenance SORTA Planning/Operations Committee December 5, 2023



### METRO 50 YEARS

#### **Current Conditions**

- Approximately 3,800 bus stops
- Roughly 15% have either a bench or shelter
- Non-reflective panels
- Signs in poor condition
- Lack of uniformity height
- ■No SORTA specific-poles



## **Current Conditions**









Metro stop on City pole

Metro stop on Utility pole

Leaning sign

## **Current Conditions**





Metro Stop – with a Bench



Metro Stop - with a shelter

## **Ongoing Maintenance**







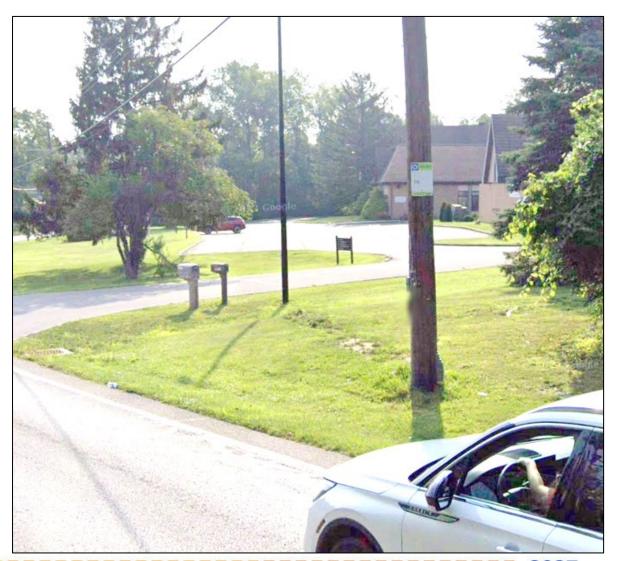
Metro Stop – with a Bench

Metro Stop - with a shelter

## Needs



- Cleaning Bus Stops
- Maintenance of Amenities
- Install Amenities
- Improving User Experience



## **Cleaning Bus Stops**

Bus Stop Cleaning Contract (Shelters/Benches/Grounds)

•Vendor: BrightView

Status: Implemented

•Goal: Clean bus stops

•Timeline: 5 years

Progress: Ongoing

Tasks

- Litter
- Graffiti
- Wipe down seating
- Vegetation
- Power Cleaning







BrightView 🗸

## **Maintaining Bus Stops**

Bus Stop Maintenance/Installation Contract (Signs/Poles)

•Vendor: TBD

•Status: Slated for January 2024

•Goal: Maintain signs/poles

•Timeline: 5 years

•Progress: SORTA Board – Dec '23

Tasks

- Replace bus stop poles/signs
- Re-install bus stop poles/signs
- Remove bus stop poles/signs
- Change route sticker decals as part of service changes





## **Installing Amenities**



#### **Bus Bench Installation Contract**

•Vendor: Prus

•Status: Started, January 2023

•Goal: 500 benches

•Timeline: 5 years

•Progress: 66 benches installed, 34 to be installed by EOY

•~20 bus shelters currently being installed as an addendum to bench contract





## **Installing Amenities**



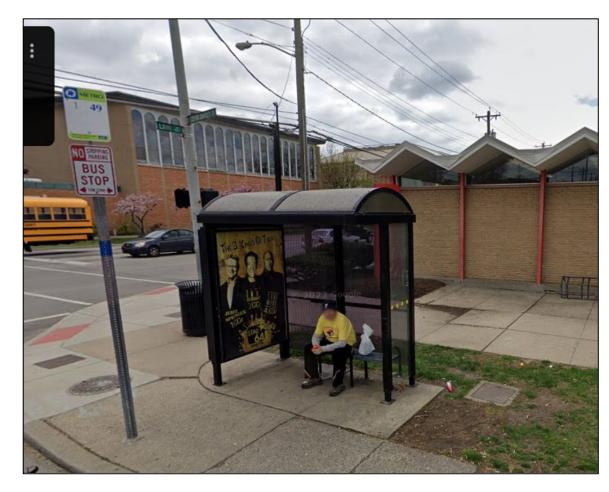




Before After

## **Installing Amenities**







Before After

## Installing Amenities – cont.

METRO 50 YEARS

Bus Stop Shelter Installation Contract (Coming)

Fabricate/Deliver/Install

•Vendor: TBD

•Status: In Development

•Goal: 250 shelters at high ridership

stops

•Timeline: 3-5 years

•Progress: To be started in Q2 2024





## Improving user experience.

- 1. Bus Stop Design Project (DAAP)
- 2. Bus Stop Pole & Sign Installation Contract
- 3. Real-Time (E-paper) Signs

## **Improving User Experience**



Bus Stop Design Project (w/DAAP)

•Status: Started May 2023

•Goal: Redesign all 4k

bus stop

panels/poles

•Timeline: Complete Q1 2024

Progress: Design nearly complete

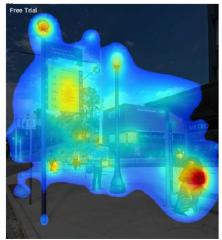
Deliverable: New sign and pole design











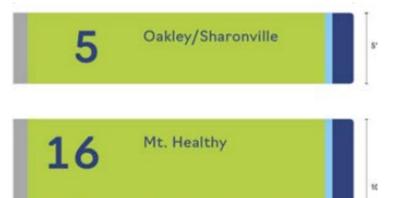
## **Improving User Experience**

Bus Stop Design Project (w/DAAP)

## **WIP Signage Module**

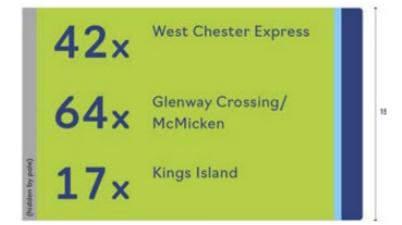






Anderson - Uptown

24



## **Improving User Experience**

METRO 50 YEARS

Bus Stop Pole & Sign
Installation Contract
Fabricate/Deliver/Install (1-Time)

•Vendor: TBD

•Status: In Development

•Goal: All new signs and

poles

•Timeline: 18 months

•Progress: To be started in Q2

2024





## **Improve User Experience**

METRO 50 YEARS

Real-Time (E-paper) Signs Fabricate/Deliver/Install

•Vendor: TBD

•Status: In Development

•Goal: 500-750 bus stops with real-time

signage

•Timeline: 2 years

•Progress: To be started in Q3 2024







## Needs

- Cleaning Bus Stops
- Maintenance of Amenities
- Install Amenities
- Improving User Experience
  - UC DAAP Design Project
  - Bus Stop Pole/Sign Installation Contract
  - Real-Time (E-Paper) Signs Contract



## **THANK YOU!**





#### BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY RESOLUTION NO. 2023-66

#### APPROVAL OF LEASE AGREEMENT WITH TKG COLERAIN TOWN CENTER, LLC.

#### WHEREAS:

- 1. Metro buses have utilized a turn-around and layover facility at the Colerain Town Center, LLC for over ten years.
  - 2. Metro staff is requesting approval of a renewed lease agreement.
- 3. Maintenance expenses will not exceed \$25,000 per year if repaying or restriping is done in that area and the yearly lease agreement cost is \$19,800. The total cost for 3-years will not exceed \$134,000.
- 4. Staff recommends the SORTA Board Trustees approve a (3 year) contract with TKG Colerain Town Center LLC.
  - 5. The expenditures will be funded with local operating costs.

#### THEREFORE, BE IT RESOLVED:

- 6. The SORTA Board of Trustees approves a (3 year) lease with TKG Colerain Town Center, LLC., at a total cost not to exceed \$134,000.
- 7. The Board authorizes the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a lease with TKG Colerain Town Center LLC. on behalf of SORTA.

\*\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Chelsea Clark

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING MEMBERS:

ABSENT NON-VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12<sup>th</sup>, 2023



#### **BOARD OF TRUSTEES ACTION ITEM**

DATE: November 28, 2023

FROM: Khaled Shammout, Chief Strategic Planning & Innovation Officer

PROJECT NO.: TKG Colerain Town Center. LLC.

**REQUEST:** Lease Agreement

#### **BACKGROUND**

SORTA buses have utilized a turn-around and layover facility at the Colerain Town Center for over ten years.

#### **BUSINESS PURPOSE**

Turn-around/Layover spaces used by SORTA/Metro buses.

#### **PROJECT FINANCING**

This is a three (3) year agreement with a total expenditure not to exceed \$134,400.

Included in this agreement are maintenance expenses to be paid by SORTA in an amount not to exceed \$25,000 per year if repaying or restriping is done in that area.

This agreement is expected to cost \$19,800 per year (\$1,650 per month) excluding maintenance expenses.

The expenditure will be funded with local operating funds.

#### **PROJECT PROCUREMENT**

None

#### **PROJECT DIVERSITY**

None

#### **RECOMMENDED BOARD ACTION**

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a three (3) year lease agreement with TKG Colerain Town Center, LLC not to exceed value of \$134,400.

#### LICENSE AGREEMENT

This License Agreement (this "<u>License</u>") has been made this 1 day of <u>October 2023</u> (the "Effective Date") by TKG COLERAIN TOWNE CENTER, LLC, a Delaware limited liability company ("<u>Licenso</u>r") and the SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY ("<u>SORTA</u>").

#### Recitals

- A. SORTA is a regional transit authority which provides mass transit bus service to the public in the Greater Cincinnati, Ohio area. Licensor owns and operates a certain shopping center known as the Colerain Towne Center located on Colerain Avenue in Cincinnati, Ohio (the "Center").
- B. Licensor is willing to make certain portions of the Center available to SORTA for certain activities related to SORTA's bus Service, as more particularly described herein.

#### Statement of Agreement

NOW THEREFORE, Licensor and SORTA, in consideration of the foregoing recitals (which are hereby incorporated herein by reference), the mutually exchanged promises and other consideration referenced in this License, the legal sufficiency of which is hereby acknowledged, mutually intending to be bound, hereby contract and agree as follows:

- 1. Subject to the provisions of this License, Licensor grants to SORTA the nonexclusive right to enter upon those portions of the Center depicted on <a href="Exhibit A">Exhibit A</a> attached hereto and made a part hereof the ("Licensed Route") for SORTA to use: (a) as a turn-around area for SORTA's buses; (b) as a layover stopping point for SORTA's buses; and (c) for a bus stop.
- 2. SORTA shall pay Licensor as a license fee during the term of this License One Thousand Six Hundred and Fifty Dollars (\$1,650.00) per month, payable on the first day of each month during the term hereof. Licensor shall invoice SORTA each month. In the event this License is terminated or expires with any outstanding balance due to Licensor, SORTA agrees to pay such balance upon termination or expiration, as the case may be. The provisions of the immediately preceding sentence shall survive the expiration or earlier termination of this Licensor.
- 3. This License shall be for an initial term of three (3) years, beginning on October 1, 2023 (the "Commencement Date") and ending on September 30, 2026 (the "Termination Date"), unless earlier terminated pursuant to Paragraph 11 hereof.
- 4. During the term of this License, Licensor grants to SORTA's passengers the right to enter upon and otherwise access such portions of the parking lot at the Center as may be reasonably necessary or convenient for pedestrian access to the bus stop depicted on <a href="Exhibit A.">Exhibit A.</a>
- 5. SORTA will contribute fifty percent (50%) of the cost of maintenance of the Licensed Route (including, without limitation, the bus stop), not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per calendar year, provided that Licensor has obtained SORTA's written approval (such approval not to be unreasonably withheld or delayed) prior to incurring such costs. SORTA will pay Licensor for its share of such costs after receipt of an invoice from Licensor for the amount requested, together with copies of invoices from Licensor's contractors(s) showing the work done and total amount billed Licensor.

- 6. To the extent Licensor provides lighting in the area of the Licensed Route as of the date of this License, Licensor will continue to provide and maintain such lighting at Licensor's cost. Licensor will use the same efforts to remove any snow and ice from the licensed Route as it uses to remove snow and ice from the other portions of the Center's parking lot, but in no event less than reasonable efforts.
- 7. Licensor and SORTA agree to work together in good faith to ensure that the route to and from the bus stop, as depicted on Exhibit A, is handicap accessible and otherwise in compliance with the Americans with Disabilities Act (ADA). However, Licensor will not assume any costs for ADA compliance.
- 8. SORTA will construct an ADA-accessible bench and provide a trash can for passengers at the bus stop no later than December 31, 2023.
- 9. SORTA has self-insurance reserves of Two Million Dollars (\$2,000,000). SORTA will be solely responsible for any damage that may be incurred by Licensor because of SORTA's negligence or willful misconduct arising in connection with SORTA's use of the Licensed Route (including, without limitation, the bus stop) pursuant to this License. Licensor will maintain its present kinds and levels of insurance coverage for the Center during the term of this License and shall deliver to SORTA an insurance certificate specifying the same.
- 10. Nothing herein shall be deemed to create any partnership, joint venture, agency or any other relationship between Licensor and SORTA other than that of licensor and license.
- Any notice required or intended to be given to a party under or with respect to this License shall be in writing, shall be deemed to have been given upon the earliest of (a) three (3) business days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, return receipt requested, (b) the next business day after delivery to a regular scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (c) receipt of notice given by telecopy or personal delivery, addressed to the party to be notified at the following address or addresses or at such other address or addresses as such party shall have designated for itself from time by notice hereunder:

If to Licensor:

TKG Colerain Towne Center, LLC 211 N. Stadium Blvd Ste. 201 Columbia, MO 65203 Tel: (573) 449-8323

Fax: (573) 449-2463

If to SORTA:

Southwest Ohio Regional Transit Authority 525 Vine Street, Suite 500 Cincinnati, Ohio 45202

Tel: 513-632-7671 Fax: 513-632-9202

- 12. Licensor may terminate this License within the first twelve (12) months following the Commencement Date upon (a) ninety (90) days prior written notice and (b) paying SORTA an early termination fee of Thirty-Two Thousand Dollars (\$32,000). Licensor may terminate this License within the period of twelve (12) months following the first anniversary of the Commencement Date upon (a) ninety (90) days prior written notice and (b) paying SORTA an early termination fee of Twenty-Five Thousand Dollars (\$25,000). Thereafter, either Licensor or SORTA may terminate this License upon 90 days prior written notice to the other.
- 13. SORTA hereby agrees to indemnify, defend, and hold Licensor free and harmless from and against any and all conditions, losses, costs, damages, claims, liabilities, expenses, demands, lien claims, and obligations of any kind or nature whatsoever (including reasonable attorneys' fees, expenses, and disbursements) arising out of or resulting from SORTA's exercise of the rights granted by this License.
- 14. In entering into this License, Licensor is making no representations regarding the condition of the portion of the Center shown on Exhibit A or its suitability for any purpose. SORTA acknowledges its "as is" condition and that SORTA will be exercising at their sole risk all rights granted pursuant to this License.
- 15. This License Agreement shall be governed by the laws of the State of Ohio. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. Facsimile, PDF, and scanned copies shall be deemed originals.

IN WITNESS WHEREOF, Licensor and SORTA have caused this License to be signed by their duly authorized representatives on the dates indicated.

TRG COLERAIN TOWNE CENTER, LLC, a Delaware limited liability company
By:
Print Name: R. Otto Maly
Title: President
Date Signed:
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
Ву:
Print Name:
Title:
Date Signed:

# EXHIBIT A

COLERAIN TOWNE CENTER

CINCINNATI, OH

017

PD: 27605

**CHARTINITION** ADT 35,210 SA SA (U.S.27) Avenue Coletalu

Kimco Realty Corporation

George Petkervich 937-434-5421, 800-573-2158 gpetkervich@kimcorealty.com

Project	Method	Vendor	Award	Term	Funding of 88
75-2018 Sales Office Lease Agreement	Sole Source / Contract Modification	MCA Center, LLC	\$183,681 (o) \$193,141 (m) \$376,822	5 years Jan 2024 – Dec 2028	Budgeted Local Operating
151-2023 Bus Stop Sign & Pole Installation	Request for Proposals (RFP)	Oberson's Nursery & \$907,808 Landscapes, LLC		5 years Jan 2024 – Dec 2028	Budgeted Local Operating
158-2023 Retail Electricity Supply	Sole Source / Broker Sourced	Various	\$8,000,000	5 years Jan 2024 – Dec 2028	Budgeted Local Operating
167-2023 2024 General Counsel Legal Services	Sole Source Award	Vorys, Sater, Seymour, and Pease LLP	\$300,000	1 year Jan 2024 – Dec 2024	Budgeted Local Operating
168-2023 2024 Labor & Employment Legal Services	Sole Source Award	Dinsmore & Shohl	\$400,000	1 year Jan 2024 – Dec 2024	Budgeted Local Operating

Total Awards for Month

\$9,800,949

YTD Diversity Spend 8.4M --



#### BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY RESOLUTION NO. 2023-67

#### APPROVAL OF MODIFIED CONTRACT NO. 75-2018 FOR SALES OFFICE LEASE AGREEMENT

#### WHEREAS:

- 1. The Metro Sales Office is located in the MCA Center across from the Government Square.
- 2. The lease with MCA Center, LLC expires or December 31, 2023.
- 3. A renewal is needed to so that the sales office can continue to operate.
- 4. Staff recommends the SORTA Board Trustees approve a (5 year) contract with MCA Center, LLC, in the amount of \$193,140.44.
  - 5. The project will be funded with annual local operating funds.

#### THEREFORE, BE IT RESOLVED:

- 6. The SORTA Board of Trustees approves a (5 year) contract with MCA Center, LLC., at a total cost not to exceed \$193,140.44.
- 7. The Board authorizes the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a contract with MCA Center, LLC. on behalf of SORTA.

\*\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Dan Driehaus

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING MEMBERS:

ABSENT NON-VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12th, 2023



#### **BOARD OF TRUSTEES ACTION ITEM**

**DATE:** December 5, 2023

FROM: John Edmondson, Sr. Director of Procurement

Andrew Aiello, Chief of Staff

**PROJECT NO.:** 75-2018 Sales Office Lease Agreement

**REQUEST:** Contract Modification

#### **BACKGROUND**

The Metro Sales Office is located in the MCA center directly across from Government Square. The office space is leased from MCA Center, LLC, the property owner.

#### **BUSINESS PURPOSE**

The current lease for the Sales Office expires on December 31, 2023. A renewal is needed to maintain operations for the Sales Office.

#### **PROJECT FINANCING**

The approved budget for the project is \$193,141. The new rental rate is a 5.2% increase from the previous renewal term and is considered to be fair and reasonable.

The annual cost of the contract will be allocated as part of the annual budget review and approval process.

Term	Annual	Monthly	
1/1/24 - 12/31/24	\$37,113.56	\$3,092.80	
1/1/24 - 12/31/25	\$37,855.83	\$3,154.65	
1/1/24 - 12/31/26	\$38,612.94	\$3,217.75	
1/1/24 - 12/31/27	\$39,385.20	\$3,282.10	
1/1/24 - 12/31/28	\$40,172.91	\$3,347.74	
Total	\$193,140.44		

The project will be financed with annual local operating funds and is flat to budget.

#### **PROJECT PROCUREMENT**

This award is a sole source contract modification and is not subject to the competitive process. No vendor outreach efforts were completed as part of this award.

#### PROJECT DIVERSITY

This award is a sole source contract modification with no subcontracting opportunities. No vendor diversity analysis or outreach was completed as part of this award.

#### RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a modification to Contract No. 75-2018, on behalf of Metro with MCA Center, LLC, increasing the total not to exceed value from \$183,681 to \$376,822, an increase of \$193,141.



#### BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY RESOLUTION NO. 2023-68

#### APPROVAL OF CONTRACT NO. 151-2023 FOR BUS STOP SIGNS AND POLES MAINTENANCE

#### WHEREAS:

- 1. Metro has more than 3,700 bus stops in the system.
- 2. Quarterly service changes are initiated that effect approximately 400 bus stops and can include bus stop installation.
  - 3. Metro does not have the in-house resources to manage a bus stop sign maintenance program.
- 4. Staff recommends the SORTA Board Trustees approve a (5 year) contract with Oberson's Nursery & Landscapes, LLC, in the amount of \$907,808.
  - 5. The project will be funded with annual local operating funds.

#### THEREFORE, BE IT RESOLVED:

- 6. The SORTA Board of Trustees approves a (5 year) contract with Oberson's Nursery & Landscapes, LLC., at a total cost not to exceed \$907,808..
- 7. The Board authorizes the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a contract with Oberson Nursery & Landscapes, LLC. on behalf of SORTA.

\*\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Gwen Robinson

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING MEMBERS:

ABSENT NON-VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12th, 2023



#### **BOARD OF TRUSTEES ACTION ITEM**

**DATE:** December 5, 2023

FROM: John Edmondson, Sr. Director of Procurement

Steve Anderson, Sr. Director of Transit Development & Innovation

**PROJECT NO.:** 151-2023 Bus Stop Signs and Poles Maintenance

**REQUEST:** Contract Award

#### **BACKGROUND**

Metro has more than 3,700 bus stops in its system. Each year, Metro initiates quarterly service changes that effect approximately 400 of these stops and which may include installation of up to 100 new stops. When service changes are implemented, effected bus stop signs must be changed to reflect the new services. In addition, routine maintenance, repair, and replacement of bus stop signs is required each year.

#### **BUSINESS PURPOSE**

Metro does not have the in-house staff resources to manage a comprehensive bus stop sign maintenance program. A third-party contract is required to ensure timely updates that reflect services changes and ongoing maintenance and repair as needed.

#### **PROJECT FINANCING**

The approved budget for the project is \$808,952. The total project cost will be \$907,808, which is unfavorable to budget by \$92,856.

The project will be funded by local operating funds, allocated each year as follows:

Cost Item	2024	2025	2026	2027	2028	Total
Fee	\$150,500	\$157,530	\$164,800	\$172,330	\$180,120	\$825,280
Contingency	\$15,050	\$15,753	\$16,480	\$17,233	\$18,012	\$82,528
Total	\$165,550	\$173,283	\$181,280	\$189,563	\$198,132	\$907,808

The allocation for each year will be included in the annual budget development, review, and approval process.

#### PROJECT PROCUREMENT

To adequately evaluate the various project approaches for ongoing annual maintenance of bus stop signs, Procurement staff used a Request for Proposals ("RFP") methodology for the project.

Staff identified 19 regional vendors believed to have the capacity to carry out the requirements of the contract in addition to the vendors notified as part of Metro's e-procurement platform. 21 vendors downloaded solicitation materials and 3 submitted responses.



Proposals were evaluated based on a number of criteria including project approach, firm/staff qualifications, and price. The results of the evaluation process and vendor price proposals is illustrated below:

Vendor	Project Approach (Subjective) Points Based 400 Points (40%)	Firm and Staffing Qualifications (Subjective) Points Based 350 Points (35%)	Price (Objective) Reward Low Cost 200 Points (20%)	Small and Disadvantaged Business Utilization (Objective) Points Based 50 Points (5%)	Total Score (Max Score 1000)
Oberson's Nursery & Landscapes, LLC	389	345.7	51.4	0	786.11
Karnak Concrete	251.3	239.3	200	50	740.67
Cincinnati Custom Signs	283.7	265	40.8	0	589.44

Cincinnati Custom Signs	Karnak Concrete	Oberson's Nursery & Landscapes, LLC
\$1,442,079.00	\$212,265.00	\$825,280.00

The contract will be a hybrid fixed-fee, indefinite delivery – indefinite quantity contract and will have a term of 5 years, expiring on December 31, 2028.

#### **PROJECT DIVERSITY**

Through analysis of the subcontracting opportunities and those vendors capable of performing potential subcontracting work, Staff determined that the limited number of available certified XBE vendors would be available to perform contract work. As such, no vendor participation goal was established for this contract. However, Metro highlighted its commitment to vendor diversity and awarded points during the evaluation process to those proposers who included qualified diverse subcontractors.

11 certified XBE firms were provided solicitation materials and asked to provide a proposal in response. 1 certified XBE firm responded.

The contract award does not include diverse vendor participation.

# **RECOMMENDED BOARD ACTION**

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute Contract No. 151-2023, on behalf of Metro with Oberson's Nursery & Landscapes, LLC, with a not to exceed value of \$907,808.



## BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY RESOLUTION NO. 2023-69

#### APPROVAL OF CONTRACT NO. 158-2023 FOR RETAIL ELECTRICITY SUPPLY

#### WHEREAS:

- 1. Metro has historically purchased electricity through standard commercial agreements with local suppliers and paid a standard commercial rate for each consumption.
  - 2. Metro does not have the in-house expertise to effectively source retail electricity supply.
  - 3. Metro can maximize competition and potential price discounts by using a brokerage service.
- 4. Staff recommends the SORTA Board Trustees approve a (5 year) contract with Various Electric Suppliers, in the amount of \$8,000,000 to be contracted each year.
  - 5. The project will be funded with annual local operating funds.

# THEREFORE, BE IT RESOLVED:

- 6. The SORTA Board of Trustees approves a (5 year) contract with various electrical suppliers that we be executed annually, at a total cost not to exceed \$8,000,000.
- 7. The Board authorizes the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a contract with various electrical suppliers on behalf of SORTA.

\*\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Dan Driehaus

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING MEMBERS:

ABSENT NON-VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12th, 2023



# **BOARD OF TRUSTEES ACTION ITEM**

**DATE:** December 5, 2023

FROM: John Edmondson, Sr. Director of Procurement

Jeff Mundstock, Director of Fleet & Facilities

PROJECT NO.: 158-2023 Retail Electricity Supply

**REQUEST:** Contract Award

#### **BACKGROUND**

Electricity supply is a critical business operating need. Metro has historically purchased electrical supply through standard commercial agreements with local suppliers and paid a standard commercial rate for consumption.

## **BUSINESS PURPOSE**

Metro does not have the in-house expertise to effectively source retail electricity supply. By using a brokerage service, Metro can maximize competition and potential price discounts. Under this model, Metro will work collaboratively with a local electricity broker to annually compete for the supply used at all Metro facilities. The vendor selected will be determined by low price at the time of competition, typically in December, with a contract award effective for January to December each year.

#### **PROJECT FINANCING**

The annual budget for electricity is approximately \$1.2 – \$1.6 million. The budget is an estimate based on average annual consumption and average unit cost per year. As market prices are turbulent, the actual expense may be higher or lower in any given year.

The annual budget for electricity will be included in the annual budget development, review, and approval process and will be based on a multi-year consumption analysis and contemporary unit market prices.

# **PROJECT PROCUREMENT**

Under Ohio Revised Code, contracts related to the purchase of public utilities are exempt from the competitive process.

The contracts to be awarded under this authorization may be to one or more vendors. The successful vendor will be determined at the conclusion of the sourcing effort of the broker and will be based on the supplier with the lowest responsive, responsible bid.

The procurement process will be conducted by the broker.

#### **PROJECT DIVERSITY**

The procurement process will be conducted by the broker. No vendor diversity goal will be established.

# RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute annual contracts for the provision of electricity supply on an annual basis for Fiscal Years 2024 – 2028.





#### BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY MOTION

# APPROVAL OF LEGAL SERVICE EXPENDITURES FOR VORYS, SATER, SEYMOUR & PEASE LLC

I move that the CEO/General Manager/Secretary-Treasurer or the CFO be authorized to approve a purchase order for legal services with Vorys, Sater, Seymour and Pease, LLP for the time period of January 1, 2024, through December 31, 2024, at the rates set forth in the engagement letter at a cost not to exceed \$300,000.

\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Dan Driehaus

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING

MEMBERS:

ABSENT NON-VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12<sup>th</sup>, 2023



# **BOARD OF TRUSTEES ACTION ITEM**

**DATE:** December 5, 2023

FROM: John Edmondson, Sr. Director of Procurement

Andrew Aiello, Chief of Staff

PROJECT NO.: 167-2023-SS General Counsel Legal Services

**REQUEST:** Contract Award

#### **BACKGROUND**

Metro requires professional legal services to protect the agency, mitigate risk, and manage litigation activities.

#### **BUSINESS PURPOSE**

Metro does not employ in-house counsel for general legal services and has had a long-standing relationship with the incumbent vendor, Vorys, Sater, Seymour, and Pease LLP.

#### **PROJECT FINANCING**

The approved 2024 budget for general counsel legal expenses is \$300,000. The total project cost is flat to budget at \$300,000.

General Counsel Legal Services are budgeted on an annual basis.

# **PROJECT PROCUREMENT**

Ohio Revised Code provides that contracts related to professional legal services are exempt from the competitive process. As such, no competition occurred for this award.

The contract will be a hybrid fixed-fee, indefinite delivery – indefinite quantity contract with a term of 1 year, terminating on December 31, 2024.

# **PROJECT DIVERSITY**

The award is a sole source award pursuant to Ohio Revised Code. No vendor diversity analysis or activity occurred.

# RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute Contract No. 167-2023-SS, on behalf of Metro with Vorys, Sater, Seymour, and Pease LLP, with a not to exceed value of \$300,000.



Vorys, Sater, Seymour and Pease LLP Legal Counsel 301 East Fourth Street, Suite 3500 Great American Tower Cincinnati, Ohio 45202

513.723.4000 | www.vorys.com

Founded 1909

Kimberly J. Schaefer Direct Dial (513) 723-4068 Direct Fax (513) 852-7892 Email kjschaefer@vorys.com

October 12, 2023

Mr. Darryl Haley, CEO Southwest Ohio Regional Transit Authority 525 Vine Street, Suite 500 Cincinnati, OH 45202

Dear Darryl:

Vorys, Sater, Seymour and Pease LLP appreciates the opportunity to provide legal services to the Southwest Ohio Regional Transit Authority ("SORTA") in connection with general legal matters, including certain litigation, contract, real estate, procurement, intra-government agreement negotiation and dispute resolution, Board governance, Ohio Open Records Act, business, and other matters requested by SORTA and accepted by Vorys. At your request, this letter provides a proposal for Vorys to continue representing SORTA for the period from January 1, 2024 through December 31, 2024. The form of this letter follows our existing and standard engagement letter; thus, if the proposal is acceptable, SORTA may sign this letter to accept our proposal.

Our services are intended to be rendered only to SORTA and only for the benefit of SORTA. Accordingly, no other person or entity will be entitled to rely upon or otherwise benefit from our services. More specifically, where we are representing a legal entity, such as here, our attorney-client relationship is with that specific legal entity and not with its individual officers, directors, trustees, executives, employees, or other persons in similar positions, or with other legal entities that appoint that legal entity's board members, provide that specific legal entity with funding, or may otherwise control that specific legal entity's existence. Our professional duties are owed only to the legal entity that we have agreed to represent, which in this case is SORTA. We have previously disclosed to you that Vorys represents, for instance, the Board of County Commissioners of Hamilton County on certain matters not substantially related to our work for SORTA.

We write to confirm the terms of our retention as counsel because our experience has shown that the attorney/client relationship works best when there is an early mutual understanding about matters such as the firm's billing policies, charges and payment terms. The information below describes policies that will apply to the work we will be doing for SORTA.

## **Legal Fees**

We appreciate the opportunity to represent SORTA and believe that we have provided timely, efficient and effective legal services to SORTA across a range of projects, issues, and disputes. We propose to continue the use of a "blended", fixed hourly billing rate for our attorneys rendering legal services to SORTA. Vorys' use of a single hourly billing rate has resulted in substantial savings off of the



Southwest Ohio Regional Transit Authority October 12, 2023 Page 2

normal hourly billing rate of all Vorys partners and many Vorys associates who have represented SORTA. Vorys has agreed to such discounts off our normal hourly rates because it deeply believes in SORTA's mission and because of Vorys' commitment to the greater Cincinnati community. For the last two years we have held our blended rate charged to SORTA flat, despite increases in in our standard hourly rates. This year we are proposing a modest increase in the blended hourly rate to \$400.00 per hour for January 1, 2024 through December 31, 2024. By way of reference only, the 2024 rates for the Vorys attorneys that typically work on your matters will be as follows: me - \$655.00, Tony Osterlund - \$760.00, Nick Petricoff - \$565.00, and Emily St. Cyr - \$535.00.

#### **Costs and Disbursements**

To the extent practicable, we allocate the costs of support systems in accordance with the extent of usage by individual clients. Therefore, certain costs incurred on SORTA's behalf will be billed to SORTA as expenses. Charges for such support services will be billed to SORTA with the charges for legal services. In addition, out-of-pocket payments for such items as filing fees, court reporter services, court costs, subpoena costs, witness fees, expert fees, investigation and the like, while payable to others, are to be paid by SORTA. Advancements payable to others will be sent directly to SORTA for payment or, if advanced by the firm, billed directly to SORTA either separately or with our statement for legal services.

# **Billing**

Our policy is that statements for services and reimbursement for expenses and disbursements advanced by the firm should be rendered on a monthly basis. Such statements are due and payable upon receipt, unless other arrangements have been made with the firm in advance.

# **Disposition of Records**

**Current Contact Information**. Because it is important that we be able to contact you regarding your representation, you agree to inform us, in writing, of any changes in the name, business address, telephone number, contact person, e-mail address, state of incorporation or organization, or other relevant changes regarding SORTA. Whenever we need your instructions or authorization, we will contact you at the latest business address we have received from you.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of SORTA in the matters contemplated hereby or in any sub-matter on which we perform services on behalf of SORTA will terminate upon the date we last render services, regardless of whether our charges for such services have been billed or paid at the time the final services are rendered. At that time, we will close the file pertaining to the matter or sub-matter and, upon request, return to you any original documents and other property you provided to the firm in connection with the matter or sub-matter. Our file pertaining to the matter or sub-matter, which might include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers, will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to



Southwest Ohio Regional Transit Authority October 12, 2023 Page 3

destroy or otherwise dispose of any such documents or other materials retained by us, without further notice to you, after the close of the matter or sub-matter in accordance with the firm's record retention policy.

#### Conclusion

If the foregoing terms of retention are acceptable to SORTA, please sign the enclosed copy of this letter and return it to me. Notwithstanding SORTA's agreement, any time you have any question about our billing policies or procedures or about a specific statement, you should contact me so that I can be responsive to your question.

The terms of our retention will be governed by the laws of the State of Ohio. All claims, disputes or causes of action relating to or arising out of our retention may be brought, heard, and resolved by and in a federal or state court situated in Hamilton County, Ohio.

We look forward to continuing to serve SORTA.

Very truly yours,

Kimberly J. Schaefer

#### Accepted:

Southwest Ohio Regional Transit Authority				
By:	Fely			
Title: CEO/Gei				
Date: 11/30/23				





#### BOARD OF TRUSTEES SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY MOTION

# APPROVAL OF LEGAL SERVICE EXPENDITURES DINSMORE & SHOHL LLP

I move that the CEO/General Manager/Secretary-Treasurer or the Interim CFO be authorized to approve a purchase order for legal services with Dinsmore & Shohl LLP for the time period of January 1, 2024, through December 31, 2024, at the rates set forth in the engagement letter at a cost not to exceed \$400,000.

\*\*\*\*\*

MOVED BY: Blake Ethridge SECOND BY: Dan Driehaus

VOTE Aye: Ms. Beridon, Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Mr. Harris, Mr. Hinton, Mr.

Keesee, Mr. Metz, Ms. Robinson, Ms. Sheets, KZ Smith and Ms. Taylor

Nay: None

Abstain: None

ABSENT AT THE

TIME: None

PRESENT NON-VOTING

MEMBERS:
ABSENT NON-

VOTING MEMBERS AT

THE TIME: Mr. Bedi, Mr. Emeneker and Mr. Freeman

APPROVED: December 12<sup>th</sup>, 2023



# **BOARD OF TRUSTEES ACTION ITEM**

**DATE:** December 5, 2023

FROM: John Edmondson, Sr. Director of Procurement

James Hubbard, Director of Labor Relations

PROJECT NO.: 168-2023-SS Labor & Employment Legal Services

**REQUEST:** Contract Award

#### **BACKGROUND**

Metro requires professional legal services to protect the agency, mitigate risk, and manage litigation activities.

#### **BUSINESS PURPOSE**

Metro's in-house counsel for labor and employment matters requires outside counsel to handle litigation, settlements, and other legal matters. Metro has had a long-standing relationship with the incumbent vendor, Dinsmore & Shohl Attorneys.

## **PROJECT FINANCING**

The approved 2024 budget for general counsel legal expenses is \$400,000. The total project cost is flat to budget at \$400,000.

Labor and employment legal services are budgeted on an annual basis.

# **PROJECT PROCUREMENT**

Ohio Revised Code provides that contracts related to professional legal services are exempt from the competitive process. As such, no competition occurred for this award.

The contract will be a hybrid fixed-fee, indefinite delivery – indefinite quantity contract with a term of 1 year, terminating on December 31, 2024.

# **PROJECT DIVERSITY**

The award is a sole source award pursuant to Ohio Revised Code. No vendor diversity analysis or activity occurred.

# **RECOMMENDED BOARD ACTION**

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute Contract No. 168-2023-SS, on behalf of Metro with Dinsmore & Shohl Attorneys, with a not to exceed value of \$400,000.



# Legal Counsel.

DINSMORE & SHOHL LLP 255 E. Fifth St., Suite 1900 Cincinnati, OH 45202 www.dinsmore.com

Allison L. Goico (513) 977-8613 (direct) · (513) 977-8141 (fax) allison.goico@dinsmore.com

Admitted in Ohio and Illinois

September 12, 2022

Via e-mail: jravasio@go-metro.com

Mr. John Ravasio Chief Operations Officer Southwest Ohio Regional Transit Authority/Metro 602 Main Street, Suite 1100 Cincinnati, Ohio 45202

Dear John:

Thank you for selecting Dinsmore & Shohl LLP (the "Firm") to represent the Southwest Ohio Regional Transit Authority a/k/a Metro. This letter will confirm our discussion regarding your engagement of the Firm and will describe the basis upon which we will provide legal services to you. Attached to this letter are the Dinsmore & Shohl LLP Statement of Engagement Terms (the "Terms and Conditions") that are a part of this letter. By signing below, you agree to those terms and conditions.

You have engaged us to provide labor and employment advice, arbitration representation, and employment litigation defense.

Our legal services will be billed to you at a blended attorney hourly rate of \$370.00 for the period January 1, 2023 through December 31, 2023. It is anticipated that Allison Goico will supervise this engagement with various attorneys performing the legal services. Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account a variety of factors that affect the cost, such as the scope and complexity of the matter. Those factors can change over the course of the matter resulting in the estimate not representing the amount actually charged. Any estimate is not a maximum or fixed fee quotation. The payment of our fee is not contingent on outcome or success.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings.

Mr. John Ravasio September 12, 2022 Page 2

Please review this letter and the Terms and Conditions carefully. If it meets with your approval, please sign it and return it with the required retainer, if any, so that we may begin work. If you do not agree with one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Again, let me thank you for retaining us in connection with this matter. I look forward to working with you.

Sincerely,

Allison L. Goico

ALG/bg

AGREED AND ACCEPTED:

11/30/23

Southwest Ohio Regional Transit Authority

Date

14152028.5

# 1. Engagement of Our Services

The law firm of Dinsmore & Shohl LLP (the "Firm") has undertaken to represent you and to act on your behalf. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment and are not guarantees. Also, our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

# 2. The Scope of Our Representation

Our clients in this matter are the persons or entities identified ("client" or "clients") in our engagement letter ("engagement letter") to which this Statement of Engagement Terms is attached. Unless specifically identified in the engagement letter, our representation of the client does not include representation of (i) parent companies or other owners of the client, (ii) subsidiaries or other affiliates of the client, (iii) partners of the client, (iv) family members of the client, or (v) beneficial owners of the client. The clients are hiring the Firm to represent them in connection with issues or claims arising out of the matters identified in the engagement letter, and only those matters unless specifically agreed in a writing signed by the Firm. We will provide services of a strictly legal nature related to the matters described in the engagement letter. You will provide us with the factual information and materials we require to perform such services, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment or accounting decisions, unless otherwise specified in the engagement letter.

# 3. Relationships With Other Clients

In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients on a variety of legal matters. Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our common representation of you and any other existing client of the Firm. We have specifically considered any persons and business you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

# 4. Who Will Provide the Legal Services

The principal attorney contacts for this matter are identified in the engagement letter. Subject to the decision of these principal attorneys, your work or parts of it may be performed from time to time by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

# 5. Responsibilities of the Parties

The Firm will provide those legal services reasonably required to represent the clients and will take reasonable steps to keep clients informed of progress and developments, and to respond promptly to inquiries and communications. The clients agree to cooperate with the Firm, to keep the Firm informed of any information and developments which may come to clients' attention, and to abide by these terms. The clients agree to appear at all legal proceedings when the Firm deems it necessary, and generally to cooperate fully with the Firm in all matters related to the preparation and presentation of the clients' claims. If the clients believe that any portion of the fees payable to the Firm may be covered by a policy of insurance, it is the responsibility of clients to bring such policy to the attention of the Firm for review.

# 6. Legal Fees

Time spent on a project is recorded on a daily basis. Such time may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing evidence and materials.

# 7. Costs and Litigation Expenses

Charges, in addition to time charges, will be made for certain items. Examples include charges for travel, postage related to mass mailings or related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, messenger service, and secretarial overtime. To aid in the preparation and presentation of the clients' case, it may be necessary to hire expert witnesses, consultants and/or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, after consultation with clients. The Firm requires that you pay all third-party vendors for goods and services directly for any charges in excess of \$1,500.

# 8. Payment Terms

Statements for fees and disbursements will be sent monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, we reserve the right to postpone or defer providing additional services or to discontinue our representation if your matter and/or case has not reached its conclusion. We may have performed certain legal services and incurred charges before you sign the engagement letter. If so, we will bill for these services and charges in our first statement. We reserve the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days.

# 9. Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his or her lawyer. We can perform at our best only if we are aware of all information that may be relevant to our representation of you. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, members,

directors, managers, partners, trustees or persons or business organizations that have a relationship to you. Of course, we sometimes also represent individuals and persons related to an entity client in matters that we believe do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

# 10. Use of E-mail to Transmit Documents

The Firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

# 11. Use of Your Name

Subject to any limitations you communicate to us in writing, you agree that we may describe, using solely public information, cases and other matters in which we have acted as your counsel, in informational material, including the Firm's web sites. We will not use your name in any such description without your advance consent.

# 12. Termination

Either clients or the Firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical. We try to identify in advance and discuss with our clients any situation which may lead to withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, the Firm has no continuing obligation to advise you in connection with future legal developments pertaining to the matter.

Notwithstanding the Firm's withdrawal or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, clients, jointly and severally, will remain obligated to pay

the Firm for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of the Firms' services, clients remain obligated to pay the Firm for all services rendered prior to the date of withdrawal or discharge.

# 13. Retention of Files

For various reasons, including the minimization of unnecessary storage expense, the firm generally retains client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.