



MEMORANDUM OF UNDERSTANDING (MOU)

Use and Cost Sharing Agreement
Covington Transit Center



1. **Purpose**

In the spirit of cooperation and stewardship of a public resource, this Memorandum of Understanding (MOU) establishes an agreement between:

Kenton County Fiscal Court (KCFC), a County government in the Commonwealth of Kentucky; and

Transit Authority of Northern Kentucky (TANK), a transit authority organized and operating under the laws of the Commonwealth of Kentucky, Kentucky Revised Statute 96(A) which provides public transit services within Boone, Campbell and Kenton counties in Kentucky as well as to downtown Cincinnati, Ohio.

The Kenton County Parking Garage, located at 220 Madison Avenue, Covington, Kentucky, is a public parking facility that is owned by the Kenton County Fiscal Court. The Covington Transit Center (CTC) is located on the street level of the garage. The CTC is used by the public and by TANK for public transportation operations. The CTC includes a drive lane for buses that connects Madison Ave. to Scott St., a platform/waiting area, and a private office with private restroom facilities.

The CTC was part of the original design and intent for the garage. The multi-modal design for the garage (both personal autos and public transit service) was included in funding applications and financing plans when the garage was initially funded and constructed.

This MOU identifies the use and cost sharing parameters for the parties involved as it relates to the use of the Kenton County Parking Garage and the Covington Transit Center.

2. **Participation & Scope**

The Parties entering into this Use and Cost Sharing Agreement (hereafter referred to as the "Agreement") for the Covington Transit Center are KCFC and TANK (hereafter collectively known as the "Parties").

3. **Obligations of TANK**

- a. **CTC Amenities** – TANK is responsible for maintaining the CTC benches, signs, lights, information booth, ticket vending machine, passenger waiting platform, drive lane, bollards, and panels in a state of good repair.
- b. **CTC Private Restroom** – TANK is responsible for the care and maintenance of the private office and restroom adjacent to the CTC. This includes the care and maintenance of the restroom toilets, sinks and fixtures. TANK is responsible for the regular maintenance and basic care of the HVAC system that feeds this private area. The HVAC system itself is owned by KCFC (see Section 4.a. below).



MEMORANDUM OF UNDERSTANDING (MOU)

Use and Cost Sharing Agreement
Covington Transit Center



- c. CTC Daily Cleaning – TANK is responsible for the daily cleaning and janitorial services for the CTC to include the entire passenger waiting area/concourse.
- d. CTC “Deep Cleaning” – TANK is responsible for at least four “deep clean” pressure washing sessions per year and at least four “rinse” cleaning sessions per year. TANK is also responsible for at least one pressure washing session of the drive lane ceiling per year.

4. Obligations of KCFC

- a. Building Infrastructure – KCFC is responsible for maintaining the Kenton County Parking Garage and its related infrastructure included, but not limited to, exterior surfaces, water supply, stormwater, wastewater, drive areas, stairwells, elevators, electrical service, HVAC, lighting, and landscaping. KCFC owns the HVAC unit that feeds the private office/restroom area used by TANK. TANK will maintain this unit, but KCFC is responsible for major repair/replacement of this system (see Section 3.b above).
- b. Public Restrooms – KCFC is responsible for the cleaning and maintenance of all public restroom facilities.
- c. Garage Security – KCFC is responsible for the security and monitoring of the entire facility.
- d. Garage Cleaning – KCFC is responsible for the cleaning of the entire Kenton County Parking Garage except for the area that falls inside of the envelope of the CTC passenger waiting area/concourse and the private office/restroom used by TANK personnel.
- e. Food / Beverage Vending Machines – the food and beverage vending machines located adjacent to the CTC are the responsibility of KCFC.

5. Term and Cancellation

The term of this agreement shall be five (5) years from the date this Agreement is fully executed. It shall thereafter be renewed for additional one-year periods unless and until one party hereto notifies the other party of its intent to terminate this Agreement in writing not less than 180 days prior to the expiration of the current term.

6. Modification

Either party may, at any time during the terms of this agreement, including any extensions thereto, present a request that the Agreement be modified. The Party requesting the modification shall



**MEMORANDUM OF UNDERSTANDING
(MOU)**

Use and Cost Sharing Agreement
Covington Transit Center



prepare and submit a written request detailing the modification to the other party. Upon agreement to the proposed modification by both Parties, a modified Agreement shall be prepared by KCFC, for distribution and execution by each party. Once properly executed, the modified Agreement shall supersede the previous Agreement.

**For the:
Kenton County Fiscal Court**

**For the:
Transit Authority of Northern Kentucky**

Signature

Signature

Date

Date

Joe Shriver
Deputy Judge-Executive
Kenton County Fiscal Court
Covington, KY 41011
Ph: (859) 392-1400
Email: joe.shriver@kentoncounty.org

Andrew Aiello
General Manager
Transit Authority of Northern Kentucky
Ft. Wright, Kentucky 41017
Ph: (859)814-2143
Email: aaiello@tankbus.org