

**ORDINANCE NO. 20-137**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE PERIOD OF OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City of Sandusky through the Sandusky Transit System has provided transportation services for the Department of Job and Family Services since May of 2016; and

**WHEREAS**, in July of 2020, Erie County issued a Request for Bids to provide these same transportation services in which the City submitted a bid on August 19, 2020, and was subsequently awarded the bid on September 16, 2020; and

**WHEREAS**, the Sandusky Transit System will provide safe, reliable, transportation services to approved Erie County Department of Job and Family Services (ECDJFS) clients throughout Erie County on a daily schedule coordinated between the Sandusky Transit System and ECDJFS; and

**WHEREAS**, the contract will be effective for an initial term of one (1) year beginning on October 1, 2020, through September 30, 2021, with an option to extend for two (2) additional one (1) year terms; and

**WHEREAS**, the Sandusky Transit System will receive \$2.85 per passenger mile from Erie County and these funds received will be used as matching grant funds for the Ohio Department of Transportation Program grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the terms and execute the contract prior to the commencement date of October 1, 2020, to continue uninterrupted service to the Erie County Department of Job & Family Services; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

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Section 1. The City Manager be and hereby is authorized to execute a Contract with the Board of County Commissioners of Erie County for transportation services, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

## CONTRACT

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between City of Sandusky, 240 Columbus Avenue, Sandusky, Ohio 44870, hereafter called the "Contractor" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority".

Witnesseth, that the Contractor and Contracting Authority, for the considerations stated herein, mutually agree as follows:

### **CONTRACTOR SERVICE REQUIREMENTS**

The Contractor shall furnish all supervision, technical personnel, labor, materials, equipment and service to perform and complete all work required for the project; namely, DEPARTMENT OF JOB AND FAMILY SERVICES TRANSPORTATION SERVICES, all in strict accordance with the contract documents as prepared by the Erie County Finance Department.

### **CONTRACTOR RESPONSIBILITIES**

For completing the aforesaid work, the Contracting Authority will pay the Contractor, upon the Contractor submitting a detailed invoice for the work performed in accordance with the provisions in the original specifications. The Contractor shall invoice the Contracting Authority only for "loaded" miles (miles for which there is an approved client in the vehicle). The Contractor shall not invoice the Contracting Authority for any unoccupied vehicle time including wait periods and no shows. Contractor shall submit invoices for services by the 15th day of each month for services provided in the prior month (ex. Services for month of May submitted no later than June 15<sup>th</sup>). Invoices will be monitored to determine that services were provided and appropriate fees were charged to the Contracting Authority.

### **COSTS**

The Contracting Authority will pay the Contractor for the total quantities of work performed at the Standard Unit Rate per Passenger Mile of \$2.85 for the respective items of work completed for the sum not to exceed \$294,973.00 (Two Hundred Ninety-Four Thousand Nine Hundred Seventy-Three Dollars) per year, subject to additions and deductions. Contracted number of miles are estimates only and are subject to fluctuate up or down at any time during the contract period.

### **TERM**

This contract shall remain in effect for an initial term of one (1) year. The contract period will run from October 1, 2020 through September 30, 2021. By mutual agreement of the Parties, the contract may be extended for two (2) additional one (1) year periods with all other terms of the contract remaining the same, unless amended by a written amendment signed by all Parties.

### **TERMINATION**

This contract shall terminate automatically if the Vendor fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by previous Articles, or at any time, upon thirty (30) days written notice by either party.

**AMENDMENT OF CONTRACT**

This contract may be amended at any time by a written amendment signed by both parties, and submitted to the Ohio Department of Job and Family Services, in the manner required by state regulations. Rates shall be re-examined at the end of each contract term to identify if amendments are needed to correspond with actual cost of delivery of service.

**INSURANCE REQUIREMENTS**

The Contractor agrees to meet all insurance requirements, and workers' compensation requirements in accordance with the provisions in the original specifications and as required by the Ohio Revised Code.

**MODIFICATION**

If the materials or services provided herewith do not satisfactorily meet the needs of the Contracting Authority, the contract may be terminated upon thirty days written notice.

**NON-DISCRIMINATION**

The Contractor nor any person acting on behalf of the Contractor shall, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in O.R.C. 4112.01, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates and also no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any matter, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in O.R.C. 4112.01, or color.

**FINDINGS FOR RECOVERY**

The Contractor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

**COUNTERPARTS**

This contract may be executed in two or more counterparts, each of which shall be considered an original and can be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

**COMPONENT PARTS OF THIS CONTRACT**

The executed contract documents shall consist of the following:

- a. This Contract
- b. Bid Specifications
- c. Signed copy of Bid
- d. Addendum #1
- e. Contract Limitation Certificate

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents listed above, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first listed above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

CONTRACTOR: CITY OF SANDUSKY

CONTRACTING AUTHORITY  
BOARD OF COMMISSIONERS  
OF ERIE COUNTY, OHIO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patrick J. Shenigo

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mathew R. Old

\_\_\_\_\_  
Taxpayer I.D. #

\_\_\_\_\_  
Stephen L. Shoffner

Approved as to Form:

\_\_\_\_\_  
Asst. Prosecuting Attorney

Approved as to Content:

\_\_\_\_\_  
Elected or Appointed Official

**CONTRACT LIMITATION CERTIFICATE**

I, \_\_\_\_\_, on behalf of **CITY OF SANDUSKY**  
(Name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$294,973.00** per year UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **CITY OF SANDUSKY** for any monetary obligations under this contract or agreement above the maximum amount of **\$294,973.00** per year, UNLESS expenditures are approved by the Board.

\_\_\_\_\_  
Representative of Vendor

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

APPROVED AS TO CONTENT

\_\_\_\_\_  
(Appointed or Elected Official)



# ERIE COUNTY FINANCE DEPARTMENT

2900 Columbus Avenue, Sandusky, Ohio 44870

Ed Widman, Director of Finance

Phone: 419-627-7642 Fax 419-624-6935

Leah Trumpower  
Purchasing Coordinator  
LTrumpower@eriecounty.oh.gov  
(419) 627-7618

Alyssa Heater  
Budget Analyst  
AHeater@eriecounty.oh.gov  
(419) 627-7619

Melissa Tomaro  
Assistant Finance Director  
MTomaro@eriecounty.oh.gov  
(419) 627-7648

August 13, 2020

## ADDENDUM #1

### REQUEST FOR BIDS FOR DEPARTMENT OF JOB & FAMILY SERVICES TRANSPORTATION SERVICES 2020 CONTRACTING AUTHORITY BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

TO ALL BIDDERS:

**THIS DOCUMENT SUPPLEMENTS AND AMENDS THE ORIGINAL SPECIFICATIONS AND SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS AND SHALL BECOME A PART OF THE CONTRACT DOCUMENTS.**

#### **This will be known as Addendum No. 1.**

Indicate receipt on the appropriate "Bid Form" within the Project Specifications.

#### **Questions Submitted:**

1. Will the Agency accept invoices from the vendor twice a month instead of only one time per month? **Monthly invoicing is preferred, but we will accept a bimonthly billing as follows: one invoice for the 1<sup>st</sup> thru the 15<sup>th</sup>, and one invoice for the 16<sup>th</sup> thru the last day of the month.**
2. Will the vendor be able to charge a cancellation fee if a ride is cancelled without notice? **NO.**
3. If a ride request is under one mile distance, can a minimum be charged? **The Agency will allow the vendor to bill a minimum of 1 (one) mile if the ride distance is less than one mile.**
4. Will the vendor be paid for additional passengers that are going to the same destination? **NO.**
5. Is the vendor required to have the client's signature for verification of each ride? **YES, each driver should maintain a log sheet with the date and time of pick up. The client needs to sign the log.**

6. Due to the current COVID-19 pandemic, can the vendors require the clients to wear face mask while in their vehicles, or have the right to refuse service if mask will not be worn? **We are depending on each vendor to require each passenger to wear a mask while in the vehicle.**
7. Will the Agency accept bids that are submitted using a tiered mileage rate? **NO, we will only accept one per mile rate for all miles that are driven.**
8. When vendors provide transportation to JFS clients, are they able to have other cash paying clients in the vehicle at the same time? **We are not concerned with having a cash paying client in the vehicle at the same time as our client.**
9. Is the vendor able to subcontract the work? **Yes, but written consent of The Board of County Commissioners of Erie County, OH is required. Taxi providers and rideshare partners would be considered.**
10. Regarding background checks, they are required for any driver that will transport the JFS clients and they are also required for all owners and management. Can JFS obtain this information through the police department or City of Sandusky since it is already on file with those agencies? **The vendor will be responsible for providing all background check documentation directly to the Agency, JFS. The vendor may submit their most current background checks when the contract begins. When a new background check is completed and submitted in January, those can then be provided to JFS.**
11. Who is currently operating the contract? **The current contracts for these services are with Majestic Transportation, City of Sandusky, D&D Rides, and Cruisin' City Taxi.**
12. How many in town transports were scheduled last year and what was the average mileage? **That number is not available, only the average mileage for all transports combined, which is 26 miles.**
13. How many out of town transports were scheduled last year and what was the average mileage? **That number is not available, only the average mileage for all transports combined, which is 26 miles.**
14. What are the service areas by city or zip code? **Sandusky, Toledo, Cleveland, Columbus, Norwalk, Vermilion, Huron, Castalia, Fremont, Avon, Lorain, Elyria, Clyde, Bellevue, Westlake.**
15. What are the annual number of sedan and wheelchair trips? **Numbers not available.**
16. Do any local Living Wage Ordinances affect the contract? **Unknown.**
17. What are the annual historical call center statistics? **Information not available.**
18. What is the current process for scheduling trips?  
**The agency does a determination to see if the client is eligible for the program.**  
**The NET staff worker and the client communicate on the medical appointments that are needed (time and location).**  
**The staff sets up the transportation on the schedule for a vendor.**  
**The staff worker emails the vendor two days in advance of the necessary rides.**
19. How can the vendors handle issues that may arise outside of normal business hours? **The Agency is attempting to work with the facility that requires early morning bottle checks with clients. The NET transportation cannot be available those hours since our Agency is not open.**



20. Are the vendors required to carry workers' compensation coverage and unemployment insurance if they have less than 5 employees? [See the full response below directly from our legal counsel.](#)

The short answer is yes to both, for any company with employees. The possible exceptions are unlikely to apply, but anyone with questions should contact the two state bureaus. These are not "insurance" in the ordinary sense, they are state programs that almost all employers must participate in. Here is some general information, which they should check into:

#### Ohio Worker Compensation Requirements

All employers with one or more employees must carry workers' compensation insurance.

Details/Exceptions:

Coverage is optional for sole proprietors, partners, family farm corporate officers, LLCs acting as partnerships, an LLC acting as sole proprietor, and individuals incorporated as a corporation (with no employees).

Options:

The only workers' compensation insurance option in Ohio is through the state-administered fund. Self-insurance and private insurance are not permitted.

[Visit: Ohio Bureau of Workers' Compensation](#)

#### Ohio Unemployment Insurance Requirements

In most situations, you are considered a liable employer under the Ohio unemployment law if you meet either of the following requirements:

- You have at least one employee in covered employment for some portion of a day in each of 20 different weeks within either the current or the preceding calendar year; or
- You paid wages of \$1500 or more to employees in covered employment in any calendar quarter within either the current or the preceding calendar year.

There are somewhat different requirements for [domestic](#) employment, [agricultural](#) employment, [non-profit organizations](#) exempt from federal income tax under Section 501c3, [public entities](#), employers subject to the Federal Unemployment Tax Act, and employers who have acquired a business from an employer who was subject to Ohio law at the time the change occurred.

#### Employer Obligations

Under Ohio law, as an employer, you are responsible to contact the agency as soon as you employ one or more individuals in covered employment. If you think you may be liable, or if you have questions about whether you are required to pay unemployment taxes, please contact the Contribution Section at 614-466-2319, or write to us at ODJFS, Contribution Section, PO Box 182404, Columbus, Ohio 43218-2404.