

ORDINANCE NO. 21-035

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (ECEDC) FOR CERTAIN ECONOMIC DEVELOPMENT AND MARKETING SERVICES FOR CALENDAR YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs; and

WHEREAS, ECEDC has partnered with the City of Sandusky for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce and is recognized for their administration of the Erie County Port Authority and newly formed Minority Business Empowerment Team (MBET), which serves to champion minority business development through collective and intentional entrepreneur support; and

WHEREAS, ECEDC will be providing services more fully described in the Service Level Agreement, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the City will expend \$30,000.00 to ECEDC from the General Fund in 2021 for services rendered and programs offered in calendar year 2021; 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 compensate ECEDC for services provided thus far and programs offered in 2021 and to permit the continuation of services through the balance of the calendar year; 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 Department of Community Development, 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:

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with the Erie County Economic Development Corporation (ECEDC) for certain economic development and marketing services in calendar year 2021, substantially in the same form as Exhibit "1", a copy of which is attached to

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this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the funding contribution to the Erie County Economic Development Corporation (ECEDC) for services rendered and to be rendered in CY 2021 and the City Manager and/or Finance Director are authorized and directed to make payments in an amount **not to exceed** Thirty Thousand and 00/100 Dollars (\$30,000.00) pursuant to and in accordance with the agreement.

Section 3. 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 4. This 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 5. That for 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 upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: March 22, 2021

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this _____ day of _____, 2021, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Erie County Economic Development Corporation, 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870, herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide assistance with economic development initiatives consistent with the document that is attached and marked Exhibit "A" and is specifically incorporated as if fully rewritten herein.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to perform the services as described in Exhibit "A".

Consultant shall perform such services in accordance with the applicable sections of the Ohio Revised Code and any other applicable Federal, State, or Local rules, regulations, statutes and ordinances.

Consultant shall perform the duties under this Agreement personally and shall not assign or delegate the performance of those duties to any other person or entity without the prior written consent of the City.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that it is an independent contractor while performing the services required in the Agreement, and any personnel required to perform the services in this Agreement will not be employees of the City.

IV. COMPENSATION

The City shall pay Consultant for the services specified in Exhibit "A" in the following manner: Thirty Thousand Dollars (\$30,000) for services rendered and to be rendered in CY 2021 to be paid quarterly with equal payments of Seven Thousand Five Hundred Dollars (\$7,500) to occur on or before March 31, 2021, June 30, 2021, September 30, 2021, and December 15, 2021.

V. TERM AND TERMINATION FOR CAUSE

This Agreement shall be in effect from the date of execution and shall end on December 31, 2021, unless sooner terminated by either party as provided herein.

Notwithstanding any other provision of this Agreement, either party may terminate this agreement for cause by giving written notice to the other party.

Notice of termination shall be by certified mail, return receipt requested, to Consultant at 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870 and to the City at 240 Columbus Avenue, Sandusky, Ohio, 44870, Attention: City Manager, with a copy to the Chief Development Officer.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered in CY 2021 before the notice of termination is received together with the balance due for the services rendered by Consultant to the City in CY 2021. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, contracts, financial records, and any other documents relating to the scope of services that may be in possession of Consultant at the time of termination.

VI. NOTICE

Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky
City Manager
240 Columbus Avenue
Sandusky, OH 44870

Erie County Economic Development
Corporation
247 Columbus Avenue, Suite 126
Sandusky, OH 44870

VII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this project, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin.

IX. INDEMNIFICATION OF CITY

Consultant shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments and expenses incident to the same, for injuries to persons or property arising out of or in connection with Consultant's performance under and pursuant to this contract unless caused by the gross negligence or willful misconduct of the City.

X. ENTIRE AGREEMENT / MODIFICATION

This Agreement supersedes any and all agreements, both oral and written, between the City and Consultant with respect to the rendering of services by the Consultant for the City and contains all of the covenants and agreements between the City and Consultant. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

Any modification to this Agreement shall be effective only if it is in writing and signed by both the City and Consultant.

XI. BINDING EFFECT

All the terms and conditions of this contract shall be binding on City and Consultant, and their respective heirs, legal and personal representatives, successors and assigns.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

**CONSULTANT: ERIE COUNTY
ECONOMIC DEVELOPMENT CORPORATION**

(signature)

(printed name & title)

Approved as to Form:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the funds required to meet the obligations of the City during the year 2021 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Michelle Reeder
Director of Finance

Account Number

Sandusky Service Level Agreement – 2021

City of Sandusky & Erie County Economic Development Corporation (ECEDC)

ECEDC’s Mission: To grow economic opportunities for individuals and businesses and facilitate the creation and retention of jobs through collaborative and comprehensive economic development programs.

In order to advance its mission, Erie County Economic Development Corporation will focus on the following areas that provide benefit to the City of Sandusky – administration, residents and business community:

ECEDC Focus Areas	Commitment to City of Sandusky
<p><u>Business attraction, retention, and expansion, including small business development and entrepreneur support</u></p>	<ul style="list-style-type: none"> • Ensure Sandusky area businesses are able to maximize use of COVID-19 economic recovery resources through proactive communication efforts, like ECEDC’s Business Briefing webinar and email series, and one-on-one support. Advocate for state and federal programs and policies that support our area needs. • Conduct regular, proactive business retention visits to identify early warning signs of threats or business development opportunities and ensure businesses receive the assistance necessary to stay and grow in Sandusky. <ul style="list-style-type: none"> ○ Market Sandusky’s economic development programs, incentives, and support systems through this effort. ○ Target large employers and businesses operated in traded sectors as first priority. • Link eligible new or existing businesses to regional, state and federal resources to facilitate business development and the construction or expansion of facilities and/or technologies. Provide City of Sandusky staff with notice of funding availability and changing policies that may impact the economic development arena within the City of Sandusky. • Inventory available development sites and buildings in order to market them to potential new businesses. Set up Sandusky’s economic development staff as a contributor to ECEDC’s system in order to jointly review and update property listings regularly. • Serve as Erie County’s JobsOhio network partner to receive state attraction leads and vet and develop prospect proposal and responses. <ul style="list-style-type: none"> ○ Connect with Sandusky’s economic development staff and incorporate input into Requests for Information (RFI) submitted to JobsOhio.



	<ul style="list-style-type: none"> ○ Meet regularly to share the results of state and local leads, regional trends in business attraction and needs for Erie County’s physical and technical infrastructure. ● Support entrepreneurs through the operation of the Regional Incubator for Sustainability and Entrepreneurship (RISE) program. RISE is a partnership with the Great Lakes Innovation and Development Enterprise (GLIDE), Bowling Green State University (BGSU) Firelands, and Norwalk Economic Development Corporation (NEDC) and provides business development assistance to both startups and existing businesses. <ul style="list-style-type: none"> ○ Deliver RISE services via one-on-one milestone mentoring to Sandusky area entrepreneurs, including viability analysis, business plan development, sales and marketing support, employee training and development, and access to capital. ○ As the current health emergency allows, activate downtown spaces with entrepreneurial activities and events such as networking and educational events targeting critical areas for entrepreneurs and small business owners. ● Serve as Executive Director of the Erie County Port Authority, offering bond financing and sales tax savings to large expansion and construction projects in the Sandusky area. ● Serve as steering committee member of the newly formed Minority Business Empowerment Team (MBET) and help to mobilize community goals and programming. MBET’s mission is to champion minority business development through collective and intentional entrepreneur support that improves the economic, social, and personal standing for all minority entrepreneurs in the Greater Sandusky Area. ● Serve as an ex officio non-voting member of the Sandusky Economic Development Incentive Review committee and be available to the City of Sandusky to vet proposals as received.
<p><u>Workforce attraction and development</u></p>	<ul style="list-style-type: none"> ● Support regional workforce development needs both proactively and in project specific applications for City of Sandusky businesses such as demographic or labor market analysis. ● Serve as the host of Firelands Forward, a regional workforce collaborative commissioned by the Firelands Partnership, whose mission is to grow our region’s economy by connecting a stable skilled and supported labor force to meaningful and sustaining employment. <ul style="list-style-type: none"> ○ Support Firelands Forward outcomes of businesses served, students engaged in career connections, and collaboration with workforce development partners. ● Serve as a lead of the Erie County K-16 Business Advisory Council (includes Sandusky City Schools and Sandusky Central Catholic) whose mission is to cultivate relationships and enhance connections between the business and education communities to understand ongoing opportunities and implement support strategies. <ul style="list-style-type: none"> ○ Host and provide scholarships to a Teacher Business Bootcamp to introduce area educators to businesses in the City of Sandusky, the jobs available within the businesses, and their impact to the economy, with requirements that teachers incorporate their learnings into student curriculum.



	<ul style="list-style-type: none"> • Serve as a co-host of the 2nd annual Young Professionals Week, showcasing social and professional opportunities in the Sandusky area for the next generation of leaders. • Provide entrepreneurial educational activities, programs, and curriculums to Sandusky’s schools to convey entrepreneurship as a viable pathway after graduation, develop transferrable skills to be applied in any pathway, and retain youth with widespread support.
<p><u>Regional economic development and brand awareness</u></p>	<ul style="list-style-type: none"> • Regularly feature Sandusky based businesses and City of Sandusky vision and economic development incentives in marketing campaigns promoting our region as a pro-growth location, such as 2020 campaigns like All Hands on Deck leadership, entrepreneurship, and industry features or the 12 Days of Development email series, which consistently reach thousands of business readers. • Partner with Lake Erie Shores and Islands to promote Sandusky as a destination to do business and work. • Serve as Chair of the City of Sandusky Energy Special Improvement District (ESID) and contribute to other public and private community development related committees. • Monitor state legislation considered to have an impact on area economic development opportunities.

Start.
Stay.
Grow.

