

ORDINANCE NO. 23-199

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, 2023, THROUGH SEPTEMBER 30, 2024; 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 August of 2023, Erie County issued a Request for Bids to provide these same transportation services in which the City submitted a bid on August 22, 2023, and was subsequently awarded the bid on September 5, 2023; 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, 2023, through September 30, 2024, with an option to extend for two (2) additional one (1) year terms; and

WHEREAS, the Sandusky Transit System will receive \$4.50 per passenger mile from Erie County with the annual total invoiced not to exceed \$251,401.00 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 immediately execute the contract as the previous contract expired on September 30, 2023, and 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,

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

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.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 9, 2023

CONTRACT

This Contract made this ____ day of _____, 2023, by and between City of Sandusky, 240 Columbus Ave. 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 NON- EMERGENCY 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 15th). 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 \$4.50 for the respective items of work completed for the sum not to exceed \$251,401.00 (Two Hundred Fifty One Thousand Four Hundred One Dollars), 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, 2023 through September 30, 2024. 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. 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

EXHIBIT "A"

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 **\$251,401.00** 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 **\$251,401.00**, 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)