

ORDINANCE NO. 24-031

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TRANSPORTATION CONTRACT FOR ADULT DAY CARE BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY HEALTH DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Health Department desires to obtain transportation services for approved clients to be transferred to and from their Adult Day Care located at 795 Bardshar Road, Sandusky; and

WHEREAS, the Sandusky Transit System will provide safe, reliable, transportation services to Erie County Health Department Adult Day Care clients on a daily basis coordinated between the Sandusky Transit System and the Erie County Health Department and will only be responsible for the transportation, embarkation, and disembarkation of passengers; and

WHEREAS, the contract will be effective for an initial term of one (1) year beginning on the date of signing, 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 the Erie County Health Department for a total not to exceed \$125,000.00 and these funds received will be used as matching funds for the Ohio Department of Transportation 5311 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 have the contract in place for the opening of the Adult Day Care facility; 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:

Section 1. The City Manager be and hereby is authorized to execute a Transportation Contract for Adult Day Care with the Erie County Health Department for transportation services, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically

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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: February 12, 2024

TRANSPORTATION CONTRACT FOR ADULT DAY CARE

This Contract made this _____ day of _____, 2024, by and between City of Sandusky, 240 Columbus Avenue, Sandusky, Ohio 44870, hereafter called the "Contractor" and the Erie County Health Department, 420 Superior Street, Sandusky, Ohio 44870, 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 provide non-medical transportation for approved clients to and from an eligible address. The Contractor shall only be responsible for the transportation, embarkation, and disembarkation of passengers. The Contractor's drivers shall not be authorized to enter into a passenger's residence or the destination.

The Contractor shall utilize the City of Sandusky's Forms, attached to this Agreement as Exhibit "A" and incorporated as if fully rewritten herein. The Contractor is not obligated to complete any other forms.

The Contractor may refuse service to an unregistered address.

CONTRACTING AUTHORITY RESPONSIBILITIES

The Contracting Authority shall provide a passenger manifest and the adult day care schedule to Contractor.

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. 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 previous month. (ex. Services for the 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 \$125,000.00 (One Hundred Twenty-Five Thousand Dollars), subject to additions and deductions.

TERM

This contract shall remain in effect for an initial term of one (1) year from the date of contract signing, with an option to extend the contract for two additional one-year terms, with all other terms remaining the same, unless amended by a written amendment signed by all Parties.

TERMINATION

This contract shall terminate automatically if the Contractor 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 the 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. Rate shall be re-examined at the end of each contract term to identify if amendments are needed to correspond with actual cost of delivery service.

INSURANCE REQUIREMENTS

The Contractor agrees to meet all insurance requirements, and workers' compensation requirements, 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 (30) 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.

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. Contract Limitation Certificate
- c. City of Sandusky Forms, Exhibit A

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.

EXHIBIT A

SIGNATURE PAGE TO FOLLOW

CONTRACTOR:
City of Sandusky

CONTRACTING AUTHORITY:
Erie County Health Department

John Orzech
City Manager

Peter T. Schade
Health Commissioner

Date

Date

Taxpayer I.D. #

Approved as to Form:

Sarah S. Chiappone (#0101179)
Assistant Law Director

EXHIBIT "A"

CONTRACT LIMITATION CERTIFICATE

I, John Orzech, City Manager, on behalf of the City of Sandusky do hereby acknowledge that the maximum amount of monetary obligation of Erie County Health Department, under the hereinbefore attached contract or agreement is **\$125,000** UNLESS the Erie County Health Department gives **PRIOR APPROVAL** for additional expenditures of money under the contract. The Erie County Health Department **SHALL NOT BE HELD LIABLE** by the **CITY OF SANDUSKY** for any monetary obligations under this contract or agreement above the maximum amount of **\$125,000** UNLESS expenditures are approved by the Board.

Representative of Contractor

Sworn to before me and subscribed in my presence, this ___ day of _____, 2024.

(Notary Public)