



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 11, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mike Meinzer
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	December 28, 2020
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Amanda McClain, Housing Manager

AGREEMENT FOR DEBT COLLECTION SERVICES FOR FIRE AND CODE COMPLIANCE

Budgetary Information: The contract will not negatively impact the City's Budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Compliance administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees. This legislation if passed will generate revenue.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with State Collection and Recovery Services, LLC, (SCRS) of Monroeville, Ohio, for debt collection services for the Sandusky Fire Department and Code Compliance Division for the period of January 1, 2021, through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Joshua Snyder, Assistant City Engineer

CORRECTION OF SCRIVENOR'S ERROR

Budgetary Information: There is no budgetary effect.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 20-195, passed on December 28, 2020, to correct a Scrivener's Error; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Michelle Reeder, Finance Director

ADOPTION OF CY 2021 BUDGET (SECOND READING)

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2021.

ITEM #2 – Submitted by Jared Oliver, Police Chief and Jim Green, Interim Fire Chief

CONTRACT FOR DISPATCH SERVICES WITH ERIE COUNTY SHERIFF FOR THE SANDUSKY POLICE DEPARTMENT AND SANDUSKY FIRE DEPARTMENT

Budgetary Information: The city agrees to reimburse the Erie County Sheriff's Department in 2021 for the dispatching services at an amount not to exceed \$354,900.38 which \$177,450.19 (50%) will be taken from the 2021 Fire Department Proposed Budget (110-1310-53001 at 22% and 431-1330-53001 at 28%) and \$177,450.19 (50%) will be taken from the 2021 Police Department Proposed Budget, (110-1020-53001).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with the Erie County Sheriff for the provision of public safety dispatching services for the city of Sandusky Police, Fire and Service Departments commencing on January 1, 2021, through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION: Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click "Play" 



Division of Code Compliance

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5913

www.cityofsandusky.com

M E M O R A N D U M

TO: Eric Wobser, City Manger

FROM: Amanda McClain, Housing Manager

DATE: December 29, 2020

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847. The term of the contract shall be for one (1) year with two (2) one (1) year renewal options for the City of Sandusky to retain services.

BACKGROUND INFORMATION: Subsequent to a request for proposal (RFP) process in 2012, the City entered into an agreement with State Collection and Recovery Services, LLC, (SCRS) for debt collection services for the Fire Department. In 2016 the City issued an RFP for collection services for the Fire Department EMS billing and included Code Compliance administrative penalties and rental registration fees. SCRS was the only responsive proposer and an agreement was entered into on January 3, 2017. The agreement expired December 31, 2017, however the city continued to use State Collection and Recovery Services through 2018 and entered into a new agreements with SCRS for calendar year 2019 by Ordinance 18-227 and for calendar year 2020 by Ordinance 20-038.

On November 24, 2020 the Division of Code Compliance issued a request for proposals (RFP) for a contractor to perform debt collection services for delinquent EMS bills and for the collection of current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees by competitive bidding through a sealed bid process.

Amanda McClain reviewed one (1) bid and determined the proposal from State Collection and Recovery Services, LLC is the responsible bidder who poses the best opportunity for the City to achieve the best return of revenue. The bid from State Collection and Recovery Services was the only bid received.

BUDGETARY INFORMATION: The contract will **not** negatively impact the City's Budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Compliance administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees. This legislation if passed will generate revenue.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into a contract with State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847. In order to continue the recovery of monies owed to the City of Sandusky for EMS services and funds and owed to the City of Code Compliance for current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees. It is asked that this request be passed in full accordance with Section 14 of the City Charter.

Approved:

I concur with this recommendation:

Amanda McClain, Housing Manager

Eric Wobser, City Manager

CC: Brendan Heil, Law Director
John Orzech, Assistant City Manager
Michelle Reeder, Finance Director
Jim Green, Interim Fire Chief
McKenzie Spriggs, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STATE COLLECTION AND RECOVERY SERVICES, LLC, (SCRS) OF MONROEVILLE, OHIO, FOR DEBT COLLECTION SERVICES FOR THE SANDUSKY FIRE DEPARTMENT AND CODE COMPLIANCE DIVISION FOR THE PERIOD OF JANUARY 1, 2021, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Emergency Medical Service (EMS) billing is performed by Beacon Medical Billing (formerly Professional Collection Services of Ohio, Inc. [PCSO]), of Vermilion, Ohio, who discontinued services to pursue delinquent accounts for collection in 2012; and

WHEREAS, the City issued a Request for Proposal (RFP) in 2012 for debt collection services for the Fire Department and in 2016 issued a Request for Proposal (RFP) to include collection services for Code Compliance administrative penalties and rental registration fee; and

WHEREAS, State Collection and Recovery Services, LLC, of Monroeville, Ohio, was selected as the only responsive proposer through these RFP processes and has been performing these collection services for the City since 2012, and their current agreement expired on December 31, 2020; and

WHEREAS, on November 24, 2020, a Request for Proposals (RFP) was issued again for collection services for the Fire Department EMS billing and for Code Compliance current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees and received one (1) proposal from State Collection and Recovery Services, LLC, of Monroeville, Ohio, who was determined to be a responsible bidder who posed the best opportunity for the City to achieve the best return of revenue; and

WHEREAS, the term of the proposed agreement is one (1) year with the option to renew for two (2) one (1) year periods; 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 new agreement which commenced on January 1, 2021, and to continue the recovery of funds owed to the City for EMS services and current and future past due Code Compliance administrative penalties, rental registration and inspection fees; 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 Municipal Departments, including the Fire Department and Code Compliance Division, 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 is authorized and directed to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio, for debt collection services for the Sandusky Fire Department and Code Compliance Division, for the period of January 1, 2021, through December 31, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to 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. 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: January 11, 2021

REQUEST FOR PROPOSALS
For Collection Agency Services for the Sandusky Fire Department and the Division of
Code Compliance

January 1, 2021 to December 31, 2021 with two (2) one (1) year renewal options

Issued by:
The City of Sandusky, Ohio

Issued:
November 24, 2020

Contact Person:
Amanda McClain – Housing Manager
Division of Code Compliance
240 Columbus Avenue
Sandusky, OH 44870
Phone: (419) 627-5959
Fax: (419) 627-5814
email: amclain@ci.sandusky.oh.us

Proposals Due:

December 21, 2021 at 4:00 p.m.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

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SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE
REQUEST FOR PROPOSALS

The City of Sandusky is requesting Proposals for Collection Agency Services for Sandusky Fire Department Emergency Medical Service Billing and Sandusky Division of Code Compliance Administrative Penalties and Rental Registration Fees.

The term of the contract for this service shall be for one (1) year with two (2) one (1) year renewal options for the City of Sandusky to retain services, commencing on January 1, 2021.

Proposal packages shall be submitted with one original in a sealed envelope labeled "City of Sandusky Collection Agency Services – Division of Code Compliance".

The Request for Proposals (RFP) will be available on the City of Sandusky's website at www.ci.sandusky.oh.us or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or amcclain@ci.sandusky.oh.us.

Sealed Proposals will be received by the City of Sandusky by mail service or in person at the City of Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870", until December 21, 2020 at 4:00 p.m. If the proposal is submitted by mail service, it is the Proposer's sole responsibility to ensure the mail is delivered to the Division of Code Compliance prior to 4:00 p.m. on December 21, 2020. **No proposals shall be accepted after 4:00 p.m. on December 21, 2020.**

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

Approved for publication

CITY OF SANDUSKY, OHIO
By: John Orzech, Assistant City Manager

ADV: November 25, 2020
December 2, 2020

SECTION II. INSTRUCTION TO PROPOSER

This Request for Proposals is being issued by the City of Sandusky. Primary contact for all communications regarding the Request for Proposals shall be directed to Amanda McClain – Housing Manager (419) 627-5959

Request for Proposals will be published as a legal notice in the Sandusky Register and will be available on the City of Sandusky's website at www.ci.sandusky.oh.us or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or amclain@ci.sandusky.oh.us, no later than December 7, 2020.

Sealed Proposals will be received by the City of Sandusky, in the Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870, until December 21, 2020 at 4:00 p.m.

Proposer bears total responsibility for ensuring their Proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposers shall comply with each and every requirement of this RFP to be considered responsive.

A selection committee will review and analyze each Proposal.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

SECTION III. SCOPE OF SERVICES AND SPECIFICATIONS.

Contract Term

The term of the contract shall be for one (1) year with two (2) one (1) year renewal options for the City of Sandusky to retain services, commencing at 8:00 a.m. on January 1, 2021.

Management and Operations

The successful bidder shall be encouraged to recommend changes and improvements in the scope and manner of operations set forth in the specifications. The implementation

of any proposed changes or variations shall not become effective until after the contract has been negotiated and approved by the Sandusky City Commission.

Background Check

The successful proposer shall be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history.

Scope of Work

Fire Department

The City of Sandusky Fire Department, on an annual basis, generates approximately 5,000 Emergency Medical Service (EMS) billing invoices with an approximate dollar value of \$1,700,000. Of this total billing, 545 ambulance bills and \$147,917.68 is assigned as bad debt annually at an average of 90 day delinquency. The successful bidder shall be involved in the collection of delinquent EMS billing.

Division of Code Enforcement

Pursuant to the Environmental Health Housing Code of the City of Sandusky, all rental units within the City limits must be registered with the Division of Code Enforcement and pay an annual rental registration fee of \$100 for the first rental unit and \$35 per each additional rental unit owned. For calendar year 2020, the Division of Code Compliance billed 4,974 rental units for a total of \$304,827 and collected a total of \$264,662 in rental registration fees. There is an outstanding balance of \$40,165 in uncollected registration fees for the 2020 calendar year. For calendar year 2021, a total of 4,885 rental units have been billed for a total of \$301,880 due by January 1, 2021.

There are currently 501 properties that are in violation of the Environmental Health Housing Code. The properties in violation are assessed administrative penalties on a 3 tier basis. If the violations are not corrected in the time provided by the Code Compliance Officer, an administrative penalty is assessed to the owner or occupant up to \$100. At the second inspection, if the violations are not abated, an administrative penalty is assessed up to \$500 and the property is subject to mandatory semi-annual inspections, which requires the property owner to pay inspection fees. At the third inspection, if the violations are not abated, an administrative penalty is assessed up to \$1,000 and the owner or occupant are subject to criminal charges. There are currently 229 unpaid administrative penalties and inspection fees outstanding with a balance of \$46,687.25 due.

The successful bidder will be responsible for the collection of current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees for the Division of Code Compliance.

City of Sandusky Obligations

- The City of Sandusky shall be responsible for providing electronic documents sufficient in detail to the successful proposer to execute the scope of work.
- The City of Sandusky shall provide communication and guidance as necessary to the successful proposer for the purpose of processing and closing delinquent accounts.

Obligations of the Proposer

1. The successful bidder must operate in accordance with the ethical collection practices and obey all laws, including the Federal Fair Debt Collection Practices Act.
2. Insurance Requirements: The successful proposer shall maintain in force, during the full term of the contract, insurance as follows:
 - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's
 - b. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the city as loss payee as its interests may appear.
2. Remittance and Reporting Requirements:
 - a. The successful proposer shall be required to provide to the City of Sandusky regular monthly remittances and statements no later than thirty (30) days following the month of collection.

SECTION IV. PROPOSAL SUBMITTAL AND FORMAT

The Request for Proposals (RFP) will be available on the City of Sandusky's website at www.ci.sandusky.oh.us or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or amcclain@ci.sandusky.oh.us.

Sealed Proposals will be received by the City of Sandusky by mail service or in person at the City of Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870", until December 21, 2020 at 4:00 p.m. at 4:00 p.m. when all proposals will be opened and made public. The public opening is for informational purposes only and is not to be construed as an acceptance or rejection of any proposal. Proposals submitted will be evaluated as indicated in Section VI. No proposal shall be considered if it arrives after the time set for opening as determined by the employee of the City designated to open the proposals.

The City of Sandusky reserves the right to reject any or all proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposer shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

Interpretation

If any Proposer finds any perceived ambiguity, conflict, error, omission or discrepancy between any of the documents contained in this Request for Proposals, the Proposer shall submit a written request no later than seven (7) days prior to December 28, at 4:00 p.m.

Requests should be directed to:

Amanda McClain – Housing Manager
Division of Code Compliance
Sandusky, OH 44870

Phone: (419) 627-5959
Fax: (419) 627-5814
email: amclain@ci.sandusky.oh.us

If the City determines an interpretation or clarification is warranted, the City shall issue an addendum and provide a copy to each proposer of record.

Any interpretation or clarification of the documents contained in this Request for Proposals made by any person other than the City, or in any manner other than a written addendum, shall not be binding and the Proposer shall not rely upon any such interpretation or clarification.

If any addendum is issued within 96 hours prior to the published time for the opening of the Request for Proposals, excluding Saturdays, Sundays and legal Holidays, the opening of the Request for Proposals shall automatically be extended 1 week, with no further advertising required.

The Proposer shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

V. PROPOSAL EVALUATION CRITERIA

A Selection Committee intends to review the proposals received by the City. The City reserves the right to make such follow-up requests for additional and supplemental information as the City determines necessary and intends to select one or more Proposers for the purposes of preliminary negotiations. The City intends that such preliminary negotiations will be focused on the ability of the City and any such Proposer to negotiate a mutually satisfactory form of contract for the management of collection services. If a proposed final form of a contract is negotiated it would then be submitted to the Sandusky City Commission for its approval.

Based upon the City's review of the information contained in the proposals and such additional and supplemental information as the City may request, the City intends to select one Proposer for the purpose of entering into preliminary negotiations. Based upon such preliminary negotiations, the City intends to select a Proposer to negotiate a mutually satisfactory form of contract. Such Proposer selections will be based on the City's sole determination which will include consideration of but not be limited to the following criteria:

- (A) Quality of the proposal and its consistency with carrying out the City's objectives.
- (B) Qualifications and experience of the Proposer, its team and its experience with comparable operations.

- (C) Proposer's financial capacity.
- (D) The projected economic viability of the proposal.
- (E) The Proposer's experience in similar operations and management and in working with local government.
- (F) Benefits of the proposal to the City of Sandusky.
- (G) Ability of the City to negotiate a mutually satisfactory contract with the Proposer.
- (H) Such other factors as the City deems relevant.

This Request for Proposals by the City does not constitute an offer by the City and, likewise, proposals made by interested Proposers to the City are not acceptances. After negotiation of a mutually satisfactory final form of contract between the City and a Proposer, approval of such contract by the City Commission of the City of Sandusky and full execution thereof the parties will then be legally bound in accordance with the terms and provisions of the contract. Selection of one or more Proposers for the purpose of entering into preliminary negotiations does not obligate the City to enter into a contract.

Any costs incurred by interested Proposers in preparing responses to the City's Request for Proposals and in carrying out negotiations with the City are the sole responsibility of the Proposer and not the City.

The City reserves the right to request such additional and supplemental information from interested Proposers as the City believes is necessary and appropriate to accomplish the City's objectives.

In addition to the information requested by the City in Section VII, the City also requests completion of the Proposer Questionnaire attached to this Request for Proposals.

The City of Sandusky reserves the right to reject, in whole or in part, any and all proposals where the City in its sole discretion, taking into consideration the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

SECTION VI. KEY ELEMENTS OF A PROPOSER'S PROPOSAL CONCERNING QUALIFICATIONS AND EXPERIENCE TO BE FURNISHED TO THE CITY

- (A) An interested Proposer should supply the necessary materials and narrative as is useful to describe the proposed management and operation.

- (B) The City requests that interested Proposers provide information to the City concerning the Proposer, its qualifications and experience, references (including names and telephone numbers), and experience in comparable projects. Information is also requested concerning the Proposer's management team and proposed manager of that team and the principals of the Proposer including background and biographical. The City requests that Proposers responding to this RFP shall also complete the attached Proposer's questionnaire.
- (C) The City requests information from each interested Proposer concerning the Proposer's financial capacity including the most recent financial statements for the Proposer.
- (D) The City will seek to maintain confidentiality among each interested Proposer with respect to the information received from each interested Proposer. As in the case with other Ohio cities, the City is subject to Ohio's Public Records Law. Accordingly each interested Proposer should operate under the assumption that written information provided to the City will be a public record available for inspection upon request by members of the general public.

CITY OF SANDUSKY QUESTIONNAIRE

EXECUTIVE SUMMARY

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?
4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?

CONTRACTORS CAPABILITIES

5. A statement of your firm's background and experience in providing collection services to both governmental organizations and the private sector. Be very specific about relevant Ohio office experience in collection services.
6. Include a listing of governmental agencies in Ohio that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. Include a listing of other private sector businesses in Ohio that your firm has provided services to over the last five years. Indicate each organizations, name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.

WORK PLAN AND STAFFING

8. How many collectors do you currently employ? Will additional collectors be needed to process additional work from the Sandusky Fire Department and/or Code Compliance Division?

9. If additional collectors are needed, provide a description of the training for collectors including initial training program and any ongoing training/monitoring.
 10. Description of collector compensation and incentive programs.
 11. Please specify your office/collection hours. Are Saturdays and nights available?
 12. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
 13. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
 14. Description of the procedures for legal accounts and any parameters for these accounts, such as minimum balance for suit, etc. If fees differ for legal accounts, detail when the increase takes place (at in-house legal, when sent to attorney, when suit filed, etc.).
 15. Policy or procedure on complaint handling.
 16. Samples of all form/correspondence to be used for collection.
-

AUTOMATION

17. Are the collectors automated? If so, what type of system is utilized?
18. Description of automated abilities to handle accounts from placement procedures to remittance.
19. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or AutoPay? What requirements and procedures are in place to ensure minimal adverse action after payment is received?

MISCELLANEOUS INFORMATION

20. Copy of latest annual report or financial statements.
21. Do you have a formal policy on equal opportunity?

22. If applicable, details regarding specific small business, minority-owned, or disadvantaged.

PROPOSED FEES

The City of Sandusky intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request. Fee information is to include the following:

- The basis of the fee (such as flat fee per account assigned, percentage of revenue collect and so forth).
- The fee for each of the major categories listed in Scope of Work.
- The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.
- The fee for any accounts referred by the Agency for legal action to their in-house or to an attorney the Agency contracts with for legal services.

CERTIFICATION

The undersigned hereby certifies that the Proposer's Questionnaire and any attached explanatory information is true and correct to the best of my (our) knowledge and belief.

Proposer:

By: _____

Title: _____

Address: _____

City, State: _____

Telephone No.: _____

Fax No.: _____

DEBT RECOVERY SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2021, between: State Collection and Recovery Services, LLC (SCRS) (Contractor) whose registered office is at 136 North Ridge Street, Suite B, Monroeville, Ohio, 44847 and the City of Sandusky (Client).

Whereas, the Client, City of Sandusky issued a Request for Proposals (RFP), dated November 24, 2020, for debt collection services for the Sandusky Fire Department and Code Compliance Division, and

Whereas, the Contractor, State Collections and Recovery Services, LLC submitted a proposal on or about December 21, 2020, in response to the RFP and they were the only responsive proposer, and

Whereas, the Contractor, SCRS, has provided collection services for the City for many years; and

Whereas, the Client, City of Sandusky, desires to continue services and enter into a new agreement with SCRS for the period of January 1, 2021, through December 31, 2021; and

Now, therefore in consideration of the covenants set forth below, and intending to be legally bound, the City of Sandusky (Client) and SCRS (Contractor) agree as follows:

RECITALS:

- (A) Contractor is an independent contractor, not an employee of Client, and operates the business of providing debt collection and recovery services. Nothing in this Agreement shall be construed to create any partnership, joint venture, or joint enterprise between Client and Contractor.

- (B) The Client is owed money ("the Debt") for the supply of services to certain persons or companies ("the Debtor") and shall provide full details of the Debt and the Debtor to Contractor.

- (C) The Client shall instruct Contractor to recover the Debt and Contractor agrees to act on the behalf of the Client to recover the Debt from the Debtor on the terms and conditions of this Agreement.

1.0 OBLIGATIONS OF CONTRACTOR

- 1.1 Contractor hereby accepts the Client's instructions to act on the Client's behalf in the recovery of the Debt from the Debtor.
- 1.2 Contractor shall use all reasonable means to recover the Debt on behalf of the Client and shall, if and when necessary in the discretion of Contractor, instruct a firm of Solicitors to act on behalf of the Client in this respect. Additionally, the Contractor and its agents and employees shall comply with all local, State, and Federal laws, including but not limited to the Federal Fair Debt Collection Practices Act, in any attempts to collect any debts pursuant to this Agreement.
- 1.3 Contractor shall keep Client informed on a regular basis of its progress by providing monthly reports pertaining to collection activity as determined necessary by the Client.
- 1.4 Contractor agrees to indemnify and hold harmless Client, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages arising from or allegedly arising from or related to the provision of services by Contractor.
- 1.5 The Contractor agrees to the Scope of Work as stated in pages 5 and 6 of the Request for Proposals issued on November 24, 2020 which is attached and incorporated herein as Exhibit A.

2.0 OBLIGATIONS OF THE CLIENT

- 2.1 The Client shall provide Contractor with full information and copies of all relevant documentation (such as agreements, invoices, statement of account, etc.) regarding the Debtor, the Debt and any services provided by the Client to the Debtor and shall provide all reasonable assistance to Contractor and/or the solicitor instructed under section 1.2 may require to collect the Debt.

- 2.2 The Client authorizes and instructs Contractor to endorse for deposit in the Client's name and on their behalf, such moneys, checks or drafts paid by the Debtor as to settlement of the Debt.
- 2.3 When the Client directs Contractor to forward any account to a Solicitor for collection, Contractor is authorized and directed to tender the account to the Solicitor as a convenience to the Client subject to the Client's control.
- 2.4 The Client shall authorize and direct the Solicitor, for the duration of the Agreement, to pay all money recovered from the Debtor to Contractor.
- 2.5 The Client shall pay the following fees to Contractor for acting on its behalf in the recovery of the Debt:
- 2.5.1 A fee equal to **25%** of all money paid or recovered from the Debtor in respect of the Debt during the term of the Agreement for any standard collection prior to the issue of any legal proceedings for recovery of Debt;
 - 2.5.2 A fee equal to **40%** of all money paid by or recovered from The Debtor in respect of the Debt during the term of this Agreement as a result of skip tracing/mail return;
 - 2.5.3 A fee equal to **50%** of all money paid or recovered from the Debtor in respect of the Debt during the term of this Agreement for the funds collected as a result of second placement;
 - 2.5.4 A fee equal to **40%** of all money paid or recovered where the client has directed to be sent to a Solicitor or court ordered fees and interest that may be received.
- 2.6 The Client authorizes Contractor to deduct and withhold from money paid by or recovered from the Debtor in respect to Debt an amount equal to the fees set out in section 2.5.
- 2.7 The Client shall advise Contractor of any amount of money paid directly to the Client by the Debtor within two working days of receipt of such sum and the Client acknowledges that the fees set out in section 2.5 shall apply to such sum as they would apply had such sum been paid to Contractor.

- 2.8 The Client authorizes Contractor to report any of the accounts listed for collection with Contractor to the credit bureau.
- 2.9 The Client authorizes Contractor to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with Contractor.

Upon receipt of a notice of bankruptcy, other than the filing of a proof of claim when appropriate, no further statements or bills are to be sent to the bankrupt patient.

3.0 DURATION AND TERMINATION

- 3.1 This Agreement shall commence on 8:00 am January 1, 2021 and remain in effect until midnight, December 31, 2021.
- 3.2 Either party may terminate this Agreement without cause and without liability upon sixty (60) days advance written notice to the other party.
- 3.3 The Client may terminate the Agreement if Contractor commits a material breach of this Agreement and shall fail to remedy such breach within fourteen (14) days of the Client giving Contractor written notice specifying the material breach.
- 3.4 Any termination shall not relieve Contractor of any liability to the Client for damages sustained by virtue of a material breach by Contractor. In the event of termination, the Client shall be under no further monetary obligation to Contractor. Contractor shall be paid compensation for services performed to date of termination.
- 3.5 In the event of termination or expiration of this Agreement Contractor shall, in good faith, assist Client in transferring the accounts and information that are the subject of the debt recovery services provided by Contractor pursuant to this Agreement.

4.0 NOTICES

Whenever either party desires or is required to give notice to the other, it shall be given by written notice sent by certified United States mail, return receipt

requested, address to the other party. The parties designate the following as the respective places for providing notice:

For the Client:

City of Sandusky
Fire Department
c/o Fire Chief
600 W. Market Street
Sandusky, OH 44870

City of Sandusky
c/o Amanda McClain
Housing Manager
240 Columbus Avenue
Sandusky, Ohio 44870

For the Contractor:

State Collection & Recovery
Services, LLC
c/o Office Manager
136 North Ridge Street Suite B
Monroeville, OH 44847

5.0 GENERAL PROVISIONS

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing signed by both parties. Should any of the provisions of this Agreement be held to be void or invalid the remaining provisions of this Agreement shall not be affected.

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

The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms.

This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties.

This Agreement may not be assigned by Contractor in whole or in part without the expressed written consent of Client.

In providing all the services pursuant to this Agreement Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of such services including those now in effect and hereafter adopted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

CLIENT: City of Sandusky

Eric L. Wobser, City Manager

(date)

CONTRACTOR: State Collections and Recovery Services, LLC.

(signature)

(date)

(printed name & title)

Approved as to Form:

Brendan L. Heil #0091991
Law Director
City of Sandusky



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Assistant City Engineer

Date: January 4, 2021

Subject: **Commission Agenda Item – Amending Ordinance 20-195, Section 933.28
Miscellaneous Charges**

ITEM FOR CONSIDERATION: Requesting legislation amending Ordinance 20-195, Section 933.28 Miscellaneous Charges of the Codified Ordinances which was passed on December 28, 2020.

BACKGROUND INFORMATION: Legislation was presented before City Commission at the December 14 & 28, 2020, public meeting requesting that portions of Chapter 933 Sewer Regulations and Rates be updated. After approval, a scrivener error was found within Section 933.28, Miscellaneous Charges. The charge for 3,001-4,000 Gallons read as \$200.58, which is an error, and shall be read as \$250.58.

BUDGETARY INFORMATION: There is no budgetary effect.

ACTION REQUESTED: It is recommended that proper legislation amending Ordinance 20-195 correcting a scrivener error in section 933.28, Miscellaneous Charges be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to immediately amend Ordinance No. 20-195 and allow the correct charge to be collected for 3,001-4,000 gallons that was effective on January 1, 2021.

I concur with this recommendation:

Eric L. Wobser
City Manager

Aaron M. Klein, P.E.
Director of Public Works

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 20-195, PASSED ON DECEMBER 28, 2020, TO CORRECT A SCRIVENER'S ERROR; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved the amendment of Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.07 (Definitions), Section 933.15 (Computation of Connection Charges), Section 933.17 (Building Sewer and Sewer Connections), Section 933.25 (Rates), Section 933.27 (High Strength Surcharges), and Section 933.28 (Miscellaneous Charges) of the Codified Ordinances of the City of Sandusky by Ordinance No. 20-195, passed on December 28, 2020; and

WHEREAS, it was recently discovered that a scrivener's error was made on Ordinance No. 20-195 within Section 933.28 (Miscellaneous Charges) of the Codified Ordinance which incorrectly stated the charge for 3,001 – 4,000 gallons was \$200.58 and should have stated \$250.58; 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 amend Ordinance No. 20-195 to correct the scrivener's error and allow the correct charge to be collected for 3,001 – 4,000 gallons that was effective on January 1, 2021; 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 Public Works, 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 hereby amends Ordinance No. 20-195, passed on December 28, 2020, to correct a scrivener's error.

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.28 (Miscellaneous Charges) should be corrected to read as follows:

933.28 MISCELLANEOUS CHARGES.

In addition to the above charges, each user shall pay the charges for miscellaneous service as determined by the City Manager and approved by the

City Commission. The charges may be revised by the City Manager whenever in his opinion it is deemed appropriate. The City Engineer shall devise and procure the appropriate billing forms for such miscellaneous charges. **Sewer haulers will be charged as if every load dumped is full, equal to the entire capacity of the tank.**

Gallons	Step 1: Effective	Step 2: Effective	Step 3: Effective	Step 4: Effective
	April 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
	Charge			
1 - 1,000	\$54.85	\$68.56	\$85.70	\$89.99
1,001 - 2,000	\$82.26	\$102.83	\$128.54	\$134.96
2,001 - 3,000	\$109.69	\$137.11	\$171.39	\$179.96
3,001 - 4,000	\$137.11	\$171.39	\$214.24	\$224.95
4,001 - 5,000	\$164.54	\$205.67	\$257.09	\$269.94
5,001 or more	\$219.38	\$274.22	\$342.77	\$359.91

Gallons	Step 5: Effective	Step 6: Effective	Step 7: Effective
	January 1, 2019	January 1, 2020	January 1, 2021
	Charge		
1 - 1,000	\$92.69	\$95.47	\$98.33 \$100.24
1,001 - 2,000	\$139.01	\$143.18	\$147.48 \$150.34
2,001 - 3,000	\$185.35	\$190.92	\$196.64 \$200.47
3,001 - 4,000	\$231.70	\$238.65	\$245.81 \$250.58
4,001 - 5,000	\$278.04	\$286.38	\$294.98 \$300.70
5,001 or more	\$370.71	\$381.83	\$393.29 \$400.92

The rates that sewer haulers will be charged shall increase three percent (3%) each subsequent calendar year starting on January 1, 2022. Thereafter, this annual rate increase shall take effect on the first of January each successive year. The City Engineer shall update the rates charged to sewer haulers annually to reflect this increase. A current version of the rates charged to sewer haulers will be on file in the office of the City Engineer.

(Ord. 15-021. Passed 2-9-15.)

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 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 5. 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: January 11, 2021

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2021.

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 Municipal Departments, including the Department of Finance of the City of Sandusky, Ohio, and, NOW, THEREFORE,

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2021, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	4,154,285	376,100	4,530,385
POLICE RECORDS	100,025	204,300	304,325
POLICE RESERVES	99,010	3,700	102,710
FIRE	4,440,895	394,125	4,835,020
STREET LIGHTING	-	270,000	270,000
OAKLAND CEMETERY	224,101	60,975	285,076
PLANNING	211,780	42,925	254,705
DEVELOPMENT	303,200	137,300	440,500
BUILDING DIVISION	213,410	52,250	265,660
HORTICULTURAL SERVICES	732,155	418,025	1,150,180
JACKSON ST PIER	-	21,400	21,400
CITY MANAGER	200,030	21,050	221,080
ADMINISTRATIVE SERVICES	73,395	57,790	131,185
FINANCE	99,990	5,650	105,640
INCOME TAX	-	355,000	355,000
INFORMATION TECHNOLOGY	128,015	286,400	414,415
LAW	219,010	14,790	233,800
CITY COMMISSION	43,130	8,925	52,055
CITY COMMISSION CLERK	37,630	1,140	38,770
MUNICIPAL COURT	980,770	54,000	1,034,770

BUILDING MAINTENANCE	270,175	340,900	611,075
ENGINEERING	258,865	20,142	279,007
FLEET MAINTENANCE	193,480	118,500	311,980
ADMINISTRATIVE SUPPORT	-	736,000	736,000
ADMIN SUPPORT- INCOME TAX REFUNDS	-	120,000	120,000
TRANSFERS:			-
TRANSIT FUND	-	200,000	200,000
PARKS & RECREATION FUND	-	50,000	50,000
POLICE PENSION FUND	-	559,000	559,000
PAYROLL STAB FUND	-	210,000	210,000
CAPITAL ECONOMIC DEV FUND	-	305,000	305,000
CAPITAL PLANNING/SPECIAL PROJECTS/ART FUND	-	10,000	10,000
CAPITAL PUBLIC WORKS FUND	-	750,000	750,000
CAPITAL PROGRAMMING/ MARKETING	-	60,000	60,000
FIRE PENSION FUND	-	703,400	703,400
GENERAL FUND	12,983,351	6,968,787	19,952,138
STREET FUND	894,155	540,300	1,434,455
ST HIGHWAY FUND	50,000	42,000	92,000
TRANSIT FUND	138,300	4,079,270	4,217,570
PARKS & RECREATION FUND	93,425	268,900	362,325
FIRE PENSION FUND	804,000	51,946	855,946
POLICE PENSION FUND	670,375	35,403	705,778
STATE GRANTS FUND	-	239,000	239,000
FEDERAL GRANTS FUND	215,100	722,561	937,661
INDIGENT DRIVER ALCOHOL TRT FUND	-	50,000	50,000
ENFORCEMENT & EDUCATION	-	8,000	8,000
COURT COMPUTER FUND	10,350	35,884	46,234
INDIGENT TELEPHONE FUND	-	12,000	12,000
COURT PROBATION FUND	164,800	9,000	173,800
PAYROLL STAB FUND	305,000	-	305,000
REAL ESTATE DEV FUND	-	170,000	170,000
CAPITAL IMPROVEMENT FUND	-	585,000	585,000
CAPITAL PROJECTS FUND	246,900	10,105,550	10,352,450

TAX INCREMENT FUND	-	45,632	45,632
SPECIAL ASSESSMENT FUND	384,255	179,059	563,314
BOND RETIREMENT FUND	-	1,059,502	1,059,502
URBAN RENEWAL TEMP REV BOND FUND	-	534,077	534,077
CENTRAL PUBLIC IMPROVEMENT FUND	-	10,000	10,000
CLEVELAND ROAD PUBLIC IMPROV FUND	-	516,284	516,284
SPECIAL ASMNT BOND RETIREMENT FUND	-	219,962	219,962
WATER FUND	3,359,544	4,407,338	7,766,882
SEWER FUND	3,778,110	6,846,087	10,624,197
INTERNAL SERVICE FUND	-	4,300,000	4,300,000
GENERAL TRUST FUND	-	81,200	81,200
PARK ENDOWMENT FUND	-	31,000	31,000
CEMETERY ENDOW FUND	-	33,250	33,250
TRUST & AGENCY	-	28,000	28,000
SPECIAL ASSESSMENTS- NON-CITY	-	69,126	69,126
TOTAL ALL FUNDS	24,097,665	42,284,118	66,381,783

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

Section 4. 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 5. 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 any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: January 11, 2021 (effective after 30 days)



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: Jared Oliver, Police Chief
Jim Green, Interim Fire Chief
DATE: January 4, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and the Erie County Sheriff's Office for the Provision of Dispatching Services for the City of Sandusky Police, Fire, and Service Departments commencing on January 1, 2021 through December 31, 2021.

BACKGROUND INFORMATION: Since 2007, the City of Sandusky has researched and studied the concept of public safety regional communications. Through the development of a regional communications ad-hoc committee and their recommendations, the City of Sandusky co-located its public safety dispatch services in 2009 with the Erie County Sheriff's Office. This co-location was undertaken with the understanding that a plan for regional communications would develop over the next two years. In 2011, plans were developed to bring Sandusky Public Safety Dispatchers under the employment and supervision of the Erie County Sheriff's Office in 2012. The Erie County Sheriff's Office has been providing dispatch services from 2012 to present.

BUDGETARY INFORMATION: The city agrees to reimburse the Erie County Sheriff's Department in 2021 for the dispatching services at an amount not to exceed **\$354,900.38** which **\$177,450.19 (50%)** will be taken from the 2021 Fire Department Proposed Budget (110-1310-53001 at 22% and 431-1330-53001 at 28%) and **\$177,450.19 (50%)** will be taken from the 2021 Police Department Proposed Budget, (110-1020-53001).

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with the Erie County Sheriff's Office for the Provision of Dispatching Services for the City of Sandusky, Police, Fire, and Service Departments. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the contract and allow for continued services through calendar year 2021 as the contract expired on December 31, 2020.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

Jim Green, Interim Fire Chief

Cc: Michelle Reeder, Finance Director
Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF SANDUSKY POLICE, FIRE AND SERVICE DEPARTMENTS COMMENCING ON JANUARY 1, 2021, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2007, the City of Sandusky began researching and studying the concept of public safety regional communications and upon the development and recommendation of a regional communications adhoc committee, the City co-located its public safety dispatch services to the Erie County Sheriff's Office in 2009; and

WHEREAS, the co-location was undertaken with the understanding that a plan would be developed for regional communications over the next two years and in 2011 plans were developed to bring the Sandusky Public Safety Dispatchers under the employment and supervision of the Erie County Sheriff's Office and subsequently, the Erie County Sheriff's Office has provided these dispatching services since 2012 to present; and

WHEREAS, the City Commission previously approved contracts with the Erie County Sheriff for the Provision of Dispatching Services for the City of Sandusky Police, Fire and Service Departments for CY 2012 by Ordinance No. 11-143, passed on December 27, 2011, for CY 2013 by Ordinance No. 12-141, passed on December 26, 2012, for CY 2014 by Ordinance No. 13-141, passed on December 9, 2013, for CY 2015 through CY 2017 by Ordinance No. 14-153, passed on December 8, 2014, and for CY 2018 through CY 2020 by Ordinance No. 17-209, passed on November 13, 2017; and

WHEREAS, the proposed contract is for one (1) year commencing on January 1, 2021, and may be extended for thirty-six (36) months by mutual written agreement; and

WHEREAS, the City agrees to reimburse the Erie County Sheriff's Department for the dispatching services an amount not to exceed \$354,900.38 and will be paid as follows:

Year	Police Department's Proposed Budget 110-1020-53001 (50%)	Fire Department's Proposed Budget (50%) 110-1310-53001 (22%) 431-1330-53001 (28%)	Total
2021	\$177,450.19	\$177,450.19	\$354,900.38

; 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 execute the contract with the Erie County Sheriff for the provision of dispatching services for the City's Police, Fire and Service Departments and allow

for continued dispatching services through calendar year 2021, as the current contract expired on December 31, 2020; 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 Police and Fire Departments, 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 is authorized and directed to enter into a one (1) year Contract with the Erie County Sheriff for the Provision of Public Safety Dispatching Services for the City's Police, Fire and Service Departments commencing on January 1, 2021, through December 31, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to 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. 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

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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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: January 11, 2021

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2021
Page 1 of 4

This renewal contract is entered into by and between the City of Sandusky (City) and the Erie County Sheriff (Sheriff), pursuant to Ohio Revised Code Section 311.29.

1. Commencing on January 1, 2021 at 12:01 A.M., the Sheriff will continue to furnish personnel and will continue to provide dispatching and communications services, as has been the past routine and custom, for the City of Sandusky Police, Fire, and Service Departments; and
2. The City agrees to reimburse the Sheriff for the actual costs as determined by the Sheriff to provide said dispatching and communications services for calendar year 2021 in an amount not to exceed \$354,900.38 but subject to adjustment for variable actual costs; and
3. The Chiefs of the Sandusky Police and Fire Departments will continue as members of the Erie County Sheriff's Office Dispatch Advisory Board (Board). The Board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services; the Board exists to provide dispatch and communications policy input and guidance to the Sheriff and acts as a selection board for the Sheriff's Communications Supervisor. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and
4. City agrees to abide by the recommendations of the Board relative to the dispatching and communications services provided by the Sheriff for the City's agencies; and
5. This contract shall remain in effect until 12:00 midnight on December 31, 2021; and
6. The parties may extend this contract for an additional 36-month period from December 31, 2021 by mutual written agreement; and

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2021

Page 2 of 4

7. Either party may cancel this agreement at any time upon 180 days advance written notice to the other party; and
8. The City agrees to maintain all communications, computer, and records management hardware and software currently owed by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff, or, at the discretion of the Sheriff, an outside vendor may be utilized if the City's IT support staff is unable to provide necessary repair(s) or suitable resolution(s) to any malfunctions of City owned equipment. City agrees to pay the costs of any outside vendor utilized to repair the City's equipment; and
9. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and
10. This constitutes the entire contract between the parties and is subject to interpretation in accordance with the laws of the State of Ohio.

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS**

January 1, 2021
Page 3 of 4

SIGNATURE PAGE

FOR THE SHERIFF

Paul A. Sigsworth
Erie County Sheriff

APPROVAL AS TO FORM

Gerhard Gross
Erie County Prosecutor's Office
Chief Assistant Prosecuting Attorney
Civil Division

APPROVAL OF LEGISLATIVE BODY

Patrick J. Shenigo, President
Erie County Commissioner

Mathew R. Old, Vice President
Erie County Commissioner

Steven Shoffner, Member
Erie County Commissioner

FOR THE CITY

Eric Wobser
Sandusky City Manager

APPROVAL AS TO FORM

Brendan Heil
Law Director
City of Sandusky

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2021
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CERTIFICATION OF AVAILABILITY OF FUNDS

I, Michelle Reeder, Finance Director of the City of Sandusky, Ohio, hereby certify that the funds necessary to meet the terms of this contract have been lawfully appropriated for the purpose of this contract, and those funds are in the treasury of the City of Sandusky, Ohio, or are in the process of collection to the credit of that appropriation, free from prior encumbrance.

Michelle Reeder
Finance Director
City of Sandusky