

ORDINANCE NO. 20-013

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MARGARETTA TOWNSHIP TO PROVIDE ROUTINE MAINTENANCE SERVICE & REPAIRS FOR MARGARETTA TOWNSHIP'S FIRE DEPARTMENT VEHICLES BEGINNING JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Fleet Maintenance Department has a limited amount of excess capacity to provide routine maintenance service and repairs for Margarett Township's Fire Department vehicles and has been providing these services to Margarett Township since 2012; and

WHEREAS, Margarett Township desires to continue this arrangement and has requested the City continue to provide these services; and

WHEREAS, the City will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to the City's priorities as required to maintain the City's own vehicles for the term of January 1, 2020, through December 31, 2020, with the option to extend for one (1) year upon written agreement; and

WHEREAS, the City will receive \$80.00 per hour for labor and a fourteen percent (14%) administration fee for all parts purchased and/or used by the City in the repair of vehicles; 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 agreement as soon as possible as the commencing date is retroactive to January 1, 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 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 approves and authorizes the execution of an Intergovernmental Agreement with Margarett Township to provide routine maintenance service & repairs for Margarett Township's Fire Department vehicles for the period of January 1, 2020, through December 31, 2020, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions

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or additions as are approved by the Law Director as not being substantially adverse to the City and 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:



KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 27, 2020

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality, 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, [Sandusky] and Margaretta Township, a political subdivision of the State of Ohio, 114 Main Street, Castalia, Erie County, Ohio, 44825, [Margaretta] this ___ day of _____, 2020.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Margaretta's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Margaretta has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Margaretta desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Margaretta's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Margaretta's fire department vehicles listed on "Exhibit A". All maintenance and

EXHIBIT

"1"

repairs shall be conducted by certified technicians employed by Sandusky. Margaretta shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Margaretta is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Margaretta if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Margaretta's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Margaretta will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Margaretta's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Margaretta's

Fire Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Margaretta's operations.

4. Rates, Charges and Payment. Sandusky shall charge Margaretta and Margaretta shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

- (a) Labor. Labor will be charged at the rate of eighty dollars (\$80.00) per hour in quarterly hour increments; and

- (b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Margaretta shall be purchased through the vendor used jointly by Sandusky and Margaretta and shall be billed to Margaretta's account in lieu of Sandusky charging Margaretta for the purchased parts. Margaretta shall be charged a fourteen percent (14%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Margaretta; and

- (c) Sandusky shall invoice Margaretta each month with the charges for labor provided during the preceding month. Margaretta agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Margaretta's Fire Department vehicles, beginning January 1, 2020, through December 31, 2020, for a maximum of two hundred (200) regular hours during this term. If additional hours are required to meet Margaretta's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and

determine if Sandusky has the excess capacity to accommodate Margaretta's requirements. This Agreement may be extended for a one (1) year term beginning on January 1, 2021, through December 31, 2021, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky:

City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

For Margaretta Township:

Margaretta Township
c/o Trustee Chairman
114 Main Street
Castalia, OH 44825

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 6 for any reason, Margaretta shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Margaretta shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

MARGARETTA TOWNSHIP, OHIO

By: _____
Eric L. Wobser, City Manager

By: _____
Timothy Riesterer, Trustee Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

Trevor M. Hayberger (#0075112)
Law Director,
City of Sandusky

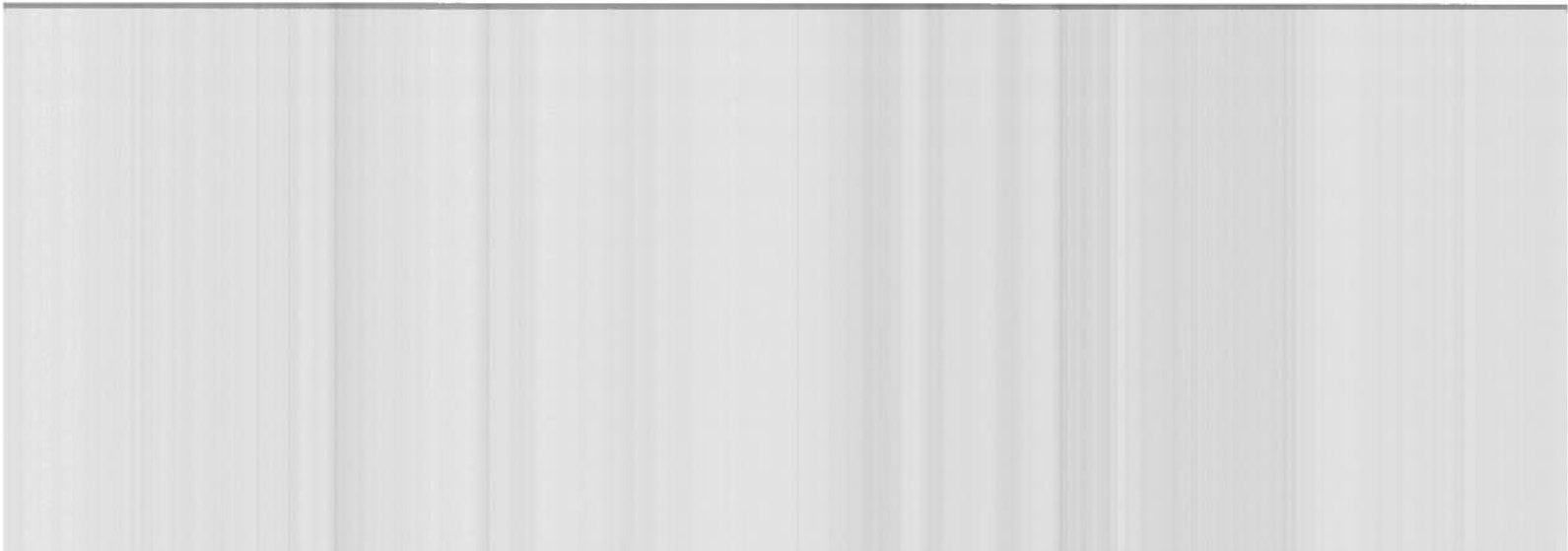


EXHIBIT A

Margaretta Township Fire Department Vehicles

| | |
|------------|--|
| Unit 100 | 2017 Ford Expedition |
| Unit 142 | 2012 4X4 Chevy GMC Pickup |
| Squad 111 | 2012 International Navistar 4300 LP / Horton Ambulance |
| Squad 112 | 2007 International Navistar 4300 LP / Horton Ambulance |
| Engine 121 | 2002 Spartan/Hale 1500 GPM Rescue Pumper |
| Engine 122 | 2015 Sutphen Shield Pump / 1500 GPM Fire Apparatus |
| Engine 124 | 1988 Sutphen 1500 GPM Hale |
| Tanker 131 | 1998 International Navistar 4900 |
| Unit 141 | 2003 Ford F250 4X4 Crew Cab Grass Fire Truck |

EXHIBIT B

City of Sandusky's Ordinance

DRAFT



EXHIBIT C

Margaretta Township's Resolution

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