

ORDINANCE NO. 20-191

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SANDUSKY CITY SCHOOLS FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM 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, the Sandusky Transit System will provide transportation services approved by Sandusky City Schools for program participants throughout Erie County and these services will be coordinated between Sandusky City Schools and the Sandusky Transit System; and

WHEREAS, the Sandusky Transit System has provided these services to Sandusky City Schools since February of 2017, and is desirous to continue these services; and

WHEREAS, the Sandusky Transit System will receive \$9.00 per one-way trip for curb-to-curb services, \$50.00 quarterly for a student fixed route pass, and \$10.00 for multiples of 10 individual ride tickets for the period of January 1, 2021, through December 31, 2021; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2021 and to continue services without interruption; 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 an Agreement with Sandusky City Schools for transportation services related to the Sandusky Transit System for the period from January 1, 2021, through December 31, 2021, substantially in the same form as reflected in Exhibit "A" 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

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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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: December 28, 2020

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky / Sandusky Transit System (STS) and Sandusky City Schools (SCS) outlines the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2021 and continuing through December 31, 2021.

Scope of Service: STS will provide transportation services approved by SCS for program participants throughout Erie County.

Operating Days: Service will be available every day except on the following holidays: Martin Luther King Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving; Christmas Day;

Fare and Payment Schedule: SCS will be billed for the services outlined below:

<u>Guaranteed Dial-a-Ride Service</u>	
Individual One-Way Trip	\$ 9.00
<u>Fixed Route Service</u>	
SCS Quarterly Student Fixed Route Pass	\$ 50.00
Individual Rides – multiples of 10 tickets	\$10.00

Guaranteed Dial-A-ride Service

STS guarantees Transportation to the SCS for trips scheduled with 72 hours' notice.

Individual One-Way Trip

A one-way trip is defined as a one-way trip to and from any destination within Erie County.

Fixed Route Service

SCS Quarterly Student Fixed Route Pass

The Fixed Route pass is good for unlimited transportation for students on the Fixed Route system for the SCS Quarter. The SCS is responsible for the distribution of student passes to students. The STS is responsible for printing passes for SCS.

Fixed Route Tickets

STS will provide bulk Fixed Route Individual Ride tickets to SCS on request at \$10.00 in multiples of 10 tickets.

Billing

SCS will be billed for transportation services rendered and ticket and pass sales on a monthly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers. STS as Shared Ride Service reserves the right to combine trips between multiple organizations.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to SCS staff to make or cancel reservations as necessary.
3. Driver qualifications: STS will ensure all drivers meet or exceed the standards set forth in OAC #173-39-02 and records of their qualifications maintained and available for inspection by SCS upon request.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.
2. Payment for Services: Payment for transportation services provided to SCS will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following service.

Monitoring and Evaluation: STS and SCS will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet the needs of SCS.
- The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and SCS will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY

Eric L. Wobser, City Manager

Date

WITNESSES:

SANDUSKY CITY SCHOOLS

(Signature)

(Printed Name and Title)

Date

Approved as to Form:

Brendan L. Heil #0091991
Law Director, City of Sandusky