

RESOLUTION NO. 2018-45

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDUSKY, OHIO FOR THE ROUTINE MAINTENANCE AND SERVICE OF HURON FIRE DEPARTMENT VEHICLES FOR A TOTAL NUMBER OF ONE HUNDRED EIGHTY HOURS WITHIN THE CONTRACT TERM OF JANUARY 1, 2018 THROUGH DECEMBER 31, 2018 IN THE AMOUNT OF SEVENTY FIVE DOLLARS [\$75.00] PER HOUR

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

WHEREAS, the City of Sandusky and the City of Huron recognize the need for cooperation between governmental entities to continue to provide the level of services the citizens expect; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation and the encouragement of a regional approach to provide certain services when the means for such cooperative effort are available and result in a cost savings; and

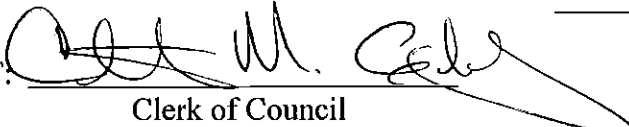
WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles;

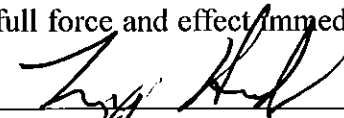
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an Agreement with the City of Sandusky, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.

ATTEST:   
Clerk of Council

  
Tre Hardy, Vice Mayor

ADOPTED: 08 MAY 2018

## **INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE**

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality 222 Meigs Street, Sandusky, Erie County, Ohio 44870, [Sandusky] and the City of Huron an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio 44839, [Huron] this \_\_\_ day of \_\_\_\_\_, 2018.

**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 Huron's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

**WHEREAS**, Huron 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**, Huron desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Huron'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 Huron's fire department vehicles listed on "Exhibit A". All maintenance and repairs shall be

conducted by certified technicians employed by Sandusky. Huron 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 Huron is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Huron if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Huron'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. Huron 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 Huron'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 Huron's Fire

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

4. Rates, Charges and Payment. Sandusky shall charge the Huron and Huron 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 seventy-five dollars (\$75.00) per hour in quarterly hour increments; and

- (b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Huron shall be purchased through the vendor used jointly by Sandusky and Huron and shall be billed to Huron's account in lieu of Sandusky charging Huron for the purchased parts. Huron shall be charged a ten percent (10%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Huron; and

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

5. Term. Sandusky shall provide routine maintenance service and repairs to Huron's Fire Department vehicles, beginning January 1, 2018, through December 31, 2018, for a maximum of one hundred eighty (180) regular hours during this term. If additional hours are required to meet Huron'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

Huron's requirements. This Lease may be extended for a one (1) year term beginning on January 1, 2019, through December 31, 2019, 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:      For the City of Huron:

City of Sandusky  
c/o City Manager  
222 Meigs Street  
Sandusky, OH 44870

City of Huron  
c/o City Manager  
417 Main Street  
Huron, OH 44839

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 5 for any reason, Huron 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 Huron 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**

**CITY OF HURON, OHIO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Justin D. Harris  
Law Director  
City of Sandusky

\_\_\_\_\_  
Laura E. Alkire  
Law Director  
City of Huron

City of Huron Fiscal Officer's Certification Regarding Availability of Funds

DATE: \_\_\_\_\_

ATTEST:

I, Catherine Ramey, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the City of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Signature

SEAL:



**EXHIBIT A**

**City of Huron Fire Department Vehicles**

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**EXHIBIT B**

City of Sandusky's Ordinance

**EXHIBIT C**

City of Huron's Resolution