

RESOLUTION NO.: 95 -2008  
INTRODUCED BY: O'Toole

**A RESOLUTION RATIFYING, AND AUTHORIZING THE MAYOR TO ENTER INTO, AN AGREEMENT WITH THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH TO PERFORM STORM WATER INSPECTION AND MONITORING ACTIVITIES WITHIN THE CITY FOR 2008.**

WHEREAS, pursuant to state law, the City is required to monitor storm sewer outfall locations for purposes of analyzing the content of the storm water and to source track for possible sources of illicit discharges into the storm water; and

WHEREAS, the City does not have the expertise to provide such monitoring and inspections and has determined that the Cuyahoga County District Board of Health has such expertise, has provided these services to the City over the past three years, and it is necessary to contract with the Board of Health for such services;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council hereby ratifies, and authorizes the Mayor to enter into, an agreement with the Cuyahoga County District Board of Health in the form set forth in Exhibit A, attached hereto and incorporated herein, with the term to end December 31, 2008, for a cost to the City of Three Thousand Dollars (\$3,000.00).

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:\_\_\_\_\_

\_\_\_\_\_  
Daniel J. Ursu, Mayor

APPROVED:\_\_\_\_\_

ATTEST:\_\_\_\_\_

Betsy Traben  
Clerk of Council

\_\_\_\_\_  
David H. Roche  
President of Council

## EXHIBIT A

### AGREEMENT BETWEEN THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH AND THE CITY OF RICHMOND HTS

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between The Cuyahoga County District Board of Health (hereinafter "Board") and the City of Richmond Hts (hereinafter "City") for the provision by the Board of services to perform Phase II Storm Water activities within the City and provide other services in order to facilitate the City's compliance with its NPDES Permit For Storm Water.

#### A. DUTIES AND RESPONSIBILITIES

1. The Board will inspect all designated MS4 outfall locations, sample up to 25 outfall locations for fecal coliform, and assist the community by source tracking the possible illicit discharge sources located within the community's MS4 system.
2. The Board will assist in the annual summary of the work that was performed to be included in the City's Phase II Storm Water Annual report to the Ohio EPA.
3. The Board will start to source track for the possible sources of illicit discharges from the prioritized MS4's.
4. The City will:
  - a. Provide aid in opening storm sewer manholes where and when needed.

#### B. TERM.

The term of this Agreement shall begin on the Effective Date stated above and shall end on December 31, 2008, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

**C. COMPENSATION.**

The City shall pay the Board for its sampling and monitoring services a total of \$3,000.00 once the work is completed.

**D. PAYMENT.**

The Board shall submit an invoice to the City for the payment due hereunder.

**E. INDEPENDENT CONTRACTOR.**

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**WITNESSES:**

**CUYAHOGA COUNTY BOARD OF HEALTH**

1. \_\_\_\_\_

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

2. \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

**CITY OF RICHMOND HTS**

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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