

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

DECEMBER 10, 2018

6:45 PM

or immediately following Safety & Environment Committee
In Caucus Room

1. Discussion Items
 - (a) Nate Eppink from the Medina County Park District to provide updates.
2. Review Legislation
 - (a) **ORD. NO. 100-18** - An emergency ordinance authorizing the City Manager to enter into a non-exclusive agreement with the Brunswick City School District for operation of the concession stand at the Brunswick Community Recreation and Fitness Center. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)
 - (b) **RES. NO. 105 -18** - An emergency resolution authorizing the City Manager to register as a member with Sourcewell to participate in joint purchasing programs. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)
3. General Discussion
4. Adjournment

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 12/10/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 100-18** - An emergency ordinance authorizing the City Manager to enter into a non-exclusive agreement with the Brunswick City School District for operation of the concession stand at the Brunswick Community Recreation and Fitness Center. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)

BACKGROUND: We are currently in an agreement with the Medina County Board of Developmental Disabilities for the operation of the concession stand. Funding has been drastically reduced and the City will be receiving notice from the County to terminate the agreement. In order to continue to have concession services, the Brunswick City School District will be handling operations of the concession stand to start January 7th, 2019.

PURPOSE AND EXPLANATION: The reason for the emergency is to allow the Brunswick City School District to be able to start concession operations on January 7th, 2019.

IMPLEMENTATION SCHEDULE: The school district will start on January 7th, 2019.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: There will be no monies exchanged during this agreement.

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
It is recommended that this resolution be adopted, as an emergency, after two readings to allow

the Brunswick City School District to be able to start on January 7th, 2019 when school is back in session.

**ADDITIONAL
INFORMATION:**

BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER
CONCESSION STAND OPERATING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 201__, by and between the City of Brunswick, a municipal corporation organized and existing pursuant to its Charter and the laws of the State of Ohio (hereinafter the “City”) and the Brunswick City School District (the “District”), a political subdivision of the State of Ohio.

WHEREAS, the City operates the Brunswick Community Recreation and Fitness Center (the “BCRFC”);

WHEREAS, the City and the District are desirous of entering into a non-exclusive Agreement to allow the District to operate the concession stand at the BCRFC, wherein the District will utilize District students on the terms and conditions set forth herein; and

WHEREAS, Ohio Revised Code Section 735.053 and City of Brunswick Charter Section 7.09 authorize the City, by duly adopted Ordinance, to enter into an agreement for services with any political subdivision of the State of Ohio without advertising and bidding.

NOW THEREFORE, in consideration of the following terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. TERM. The term of this non-exclusive Agreement shall be from January 7, 2019 up to and including December 31, 2019. This Agreement may be terminated by either Party hereto upon three (3) days written notification of intent to terminate.
2. RESPONSIBILITIES OF PARTIES. The City shall allow the District full access to the kitchen/concession stand area during hours of operation of the BCRFC and allow the District to utilize existing City equipment for the operation of the concession stand. The City shall maintain its Food License as required by applicable law.

The District shall provide adequate staff to provide support, training and service for District students working the concession stand. The District shall be also responsible for the following: (a) cleaning and stocking the concession stand; (b) purchasing all products and supplies necessary for the concession stand; and (c) maintaining all licenses required by applicable law, including, but not limited to, a Vendors License.

3. RELATIONSHIP OF PARTIES. The City and the District agree that, during the term of this Agreement, the District shall be engaged by the City solely on an independent contractor basis, and the District shall therefore be responsible for all the District’s business expenses, including, but not limited to, employees’ wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers’

Compensation and Unemployment Compensation coverage, if any. The District further agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

4. USE OF PREMISES. The District's use of the BCRFC shall be done in a safe, careful and proper manner in accordance with all rules and regulations of the BCRFC, the City, the State of Ohio and the Medina County Board of Health.
5. INSURANCE. The District shall, at its sole cost and expense, procure and continue in force during the term of this Agreement general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of the District's use of the BCRFC and its obligations as set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) on account of bodily injury to or death of one person and One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of more than one person as a result of any one accident or incident and Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage in any one accident. The District shall provide the City with a certificate of insurance reflecting the continuing coverage of all such policies procured by the District in compliance herewith. Such insurance shall name the City as an additional insured and shall bear an endorsement stating that the insurer agrees to notify the City not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.
6. SIGNS. Any concession stand signage during the hours of operation shall be pre-approved by the Director of Parks and Recreation, or his designee, such approval not to be unreasonably withheld.
7. MUTUAL RELEASE. The Parties hereby agree to mutually release each other from any loss, cost, damage, expense or liability in connection with each Party's respective performance pursuant to this Agreement and caused, in whole or in part, by each Party's own acts or omissions, negligent or otherwise, except to the extent such loss, cost, damage, expense or liability arises from the acts or omissions, negligent or otherwise, of the other.
8. ASSIGNMENT. This Agreement is not assignable without the prior written consent of both the City and the District.
9. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the Parties and any amendment hereto shall be mutually agreed upon in writing by the Parties hereto.

11. NOTICES. All notices which either Party hereto may give shall be addressed, in the case of the City, as follows:

The City of Brunswick
Attn: City Manager
4095 Center Road
Brunswick, Ohio 44212

With a copy to:

Kenneth J. Fisher, Law Director
2100 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

And in the case of the Brunswick City School District, as follows:

Brunswick City School District
Attn: Superintendent
3643 Center Road
Brunswick, Ohio 44212

With a copy to:

Such notices shall be delivered personally or sent by certified mail to the above addresses, or such other addresses as either Party may direct.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates indicated below.

Brunswick City School District

City of Brunswick, Ohio

Michael Mayell, Superintendent

Carl S. DeForest, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Kenneth J. Fisher, Law Director

Title: _____

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 100-18

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-EXCLUSIVE AGREEMENT WITH THE BRUNSWICK CITY SCHOOL DISTRICT FOR OPERATION OF THE CONCESSION STAND AT THE BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER.

WHEREAS: Ohio Revised Code Section 735.053 and City of Brunswick Charter Section 7.09 authorize the City, by duly adopted Ordinance, to enter into an agreement for services with any political subdivision of the State of Ohio without advertising and bidding; and

WHEREAS: The City and the Brunswick City School District (the “District”) are desirous of entering into a non-exclusive Agreement to allow the District to utilize students to operate the concession stand at the Rec Center.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized to enter into a non-exclusive Agreement with the Brunswick City School District for operation of the concession stand at the Brunswick Community Recreation and Fitness Center as attached hereto as Exhibit “A”.

SECTION 2: That this Ordinance is hereby declared to be an immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason to allow for uninterrupted operation of the concession stand at the Rec Center. Therefore the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 12/10/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 105 -18** - An emergency resolution authorizing the City Manager to register as a member with Sourcewell to participate in joint purchasing programs. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)

BACKGROUND:

PURPOSE AND EXPLANATION: Previous Resolution No. 103-13 authorized the City Manager to register with the National Joint Powers Alliance, a joint purchasing program for local governments in accordance with applicable law, which is similar to the Ohio Cooperative Purchasing Program. They have recently changed their name to Sourcewell.

IMPLEMENTATION SCHEDULE: As an emergency with a suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: This resolution would only be used if a department chose to purchase something through this organization.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 105-18

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO REGISTER AS A MEMBER WITH SOURCEWELL TO PARTICIPATE IN JOINT PURCHASING PROGRAMS.

WHEREAS: On November 25, 2013, City Council adopted Resolution No. 103-13 authorizing the City Manager to register as a member with the National Joint Powers Alliance, a governmental purchase cooperative that creates and manages joint purchasing programs for local governments in accordance with applicable law, which is similar to the Ohio Cooperative Purchasing Program;

WHEREAS: The National Joint Powers Alliance has changed its name to Sourcewell; and

WHEREAS: There are no fees or dues to participate in Sourcewell.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to register as a member with Sourcewell to participate in joint purchasing programs.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow for immediate participation in joint purchasing programs through Sourcewell. Therefore the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC