

BRUNSWICK CITY

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

DECEMBER 19, 2022
6:15 PM

1. Discussion Items

RES. NO. 118-2022 - An emergency resolution authorizing the City Manager to enter into a five (5) year agreement with the Medina County Combined General Health District to perform storm water sampling and inspection services in an amount not to exceed \$20,000.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

2. General Discussion

3. Adjournment

PROPOSED LEGISLATION



DATE: 12/19/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 118-2022** - An emergency resolution authorizing the City Manager to enter into a five (5) year agreement with the Medina County Combined General Health District to perform storm water sampling and inspection services in an amount not to exceed \$20,000.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The current contract is a 5-year agreement that terminates December 31, 2022. The previous resolution is 86-17. Terms of the contract remain the same. Costs for services have been updated.

PURPOSE AND EXPLANATION: This agreement will allow MCHD to provide storm water sampling at the direction of the City Engineer in order to be compliant with the City's NPDES permit required by the Ohio EPA.

IMPLEMENTATION SCHEDULE: This work will begin in 2023 and last 5 years.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: \$4,000 per year for a total of \$20,000 224-0420-54267. Annual payments will be subject to annual appropriations established by City Council each year. Pursuant to Ohio State Law and City Charter, the City establishes appropriations annually.

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:**

It is requested that legislation be passed by emergency measure with suspension of the rules for the immediate preservation of public peace, property, health, safety, or welfare and providing for the usual daily operation of a municipality. For the further reason, that the agreement can be in place before the existing agreement expires on December 31,2022.

SAMPLING AND INSPECTION AGREEMENT

THIS SAMPLING AND INSPECTION AGREEMENT (the “Agreement”) is entered into by and between the Board of Health for the Medina County Combined General Health District (the “MCHD”) and the City of Brunswick (the “City”), for the provision by MCHD of services to perform sampling of storm sewers located within the City and provide investigative services in order to facilitate the City’s compliance with its Ohio EPA National Pollutant Discharge Elimination System (“NPDES”) Permit for Storm Water Management.

A. DUTIES AND RESPONSIBILITIES.

Upon request from the City, MCHD will collect samples for testing from selected locations within the City’s storm sewer system for E. Coli bacteria. The City Engineer will provide a list of storm water discharge pipes (hereinafter “Outfall Locations”) where sampling is warranted, as determined by the City’s prior inspection using the Ohio EPA Illicit Discharge inspection procedures. During the term of this Agreement, MCHD will perform sampling services in accordance with the following procedures:

- 1) Outfall Locations, as identified by the City, will be sampled during a dry weather period (minimum seventy-two (72) hours with no rain event).
- 2) Sample results will be provided to the City Engineer to be included within the City’s annual report to the Ohio EPA.
- 3) The City will provide employees and equipment necessary to open storm sewer manholes where and when needed for the purpose of collecting samples.

B. TERM.

The term of this Agreement shall be from January 1, 2023 through December 31, 2027. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. However, prior to the effective date of termination, the parties agree to meet to discuss possible resolution of issues of concern. In the event this Agreement is terminated prior to December 31, 2027, MCHD shall, within twenty (20) calendar days after the effective date of termination, submit a certified progress report identifying all work that has been at least seventy-five (75%) completed as of the effective date of termination and an invoice for such work, which shall be paid by the City pursuant to this Agreement.

C. COMPENSATION.

The City shall pay the MCHD the following amounts for services performed pursuant to this Agreement, subject to the appropriation of necessary funds by City Council as required by law:

- 1) The sum of One Hundred Twenty-Five Dollars (\$125.00) per sample collected at the City’s request.

- 2) The sum of One Hundred Twenty-Five Dollars (\$125.00) for each sample requested by the City where the MCHD was unable to collect the requested sample due to lack of flow at the Outfall Location at the time of visit.
- 3) Upon an investigation request by the City, the sum One Hundred Twenty-Five Dollars (\$125.00) per hour, or any part thereof, for the total elapsed time dedicated to the investigation, assisting with the investigation or otherwise resolving a confirmed illicit discharge.

D. PAYMENT.

MCHD shall submit an invoice to the City for payments due hereunder within thirty (30) calendar days of completion of such service.

E. INDEPENDENT CONTRACTORS.

MCHD is performing its duties and responsibilities under this Agreement as an independent contractor and not as an agent or employee of the City. MCHD shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, contractors, subcontractors or agents to the extent permitted by applicable law.

F. LIABILITY AND INSURANCE.

Each party to this Agreement agrees to assume liability for its own actions and responsibilities under this Agreement. Each party shall be solely liable for its own debt, obligations, acts and omissions, including the payment of all tax liabilities, including, without limitation, federal, state and local withholdings, Public Employers Retirement Contributions, workers' compensation, and any other taxes or benefits on behalf of its employees.

The parties to this Agreement agree to maintain at all times during the term of this Agreement, comprehensive general and professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injury or death to one (1) person in any accident or occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for injury or death for more than one (1) person.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Sampling and Inspection Agreement as of the dates indicated below.

BOARD OF HEALTH FOR THE MEDINA
COUNTY COMBINED GENERAL HEALTH
DISTRICT

CITY OF BRUNSWICK

By: _____
Title: _____
Date: _____

Carl S. DeForest, City Manager

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Title: _____

Kenneth J. Fisher, Law Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 118-52022

BY: Mr. Smith, Mr. Abella, Mr. Capretta

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH THE MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT TO PERFORM STORM WATER SAMPLING AND INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000.00.

WHEREAS: The City requires storm water sampling and inspection services to facilitate compliance with the City's Ohio EPA National Pollutant Discharge Elimination System Permit for Storm Water Management; and

WHEREAS: The current agreement for the provision of such sampling and inspection services between the City and the Medina County Combined General Health District expires as of December 31, 2022.

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

SECTION 1: That the City Manager, upon approval of the Law Director, is authorized and directed to enter into an Agreement with the Medina County Combined General Health District as attached hereto as Exhibit "A".

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 as the current agreement expires as of December 31, 2022. 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
Laura E. Timura