

RESOLUTION NO. 2020-17

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH COONER ENTERPRISES, LTD. DBA A-1 LAWN CARE FOR THE PROVISION OF ROUTINE CLEANING OF NICKEL PLATE BEACH, LAKE FRONT PARK BEACH AND HURON PIER BEACH FOR A PERIOD OF TWO YEARS IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND TWENTY AND 00/100 (\$13,020.00)

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Cooner Enterprises, LTD d.b.a. A-1 Lawn Care for the purpose of routine beach cleaning of Nickel Plate Beach, Lake Front Park Beach and Huron Pier Beach for a period of two years in an amount not to exceed Thirteen Thousand Twenty And 00/100 (\$13,020.00), 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 the 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 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 10 MAR 2020

AGREEMENT FOR SERVICES

THIS AGREEMENT is made between the **CITY OF HURON, OHIO** (hereinafter "City") and **COONER ENTERPRISES, LTD. dba A-1 LAWN CARE** (hereinafter "Company") for the purpose of routine beach cleaning on Nickel Plate Beach, Lake Front Beach and Huron Pier Beach.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work. Company agrees to provide beach cleaning services for Nickel Plate Beach, Lake Front Park and Pier Beach. The full extent of the clearing will be clearly marked by a representative of Company and the Parks and Recreation Operations Manager prior to the commencement of work. It is understood and agreed that the City is not obligated to pay Company when Company is unable to safely clean Nickel Plate Beach and/or Lake Front Beach and/or Huron Pier Beach due to high water events. City shall determine when a high water event does not allow for beach cleaning and shall notify Company when it has made that determination.

Company shall at all times comply with the Ohio Revised Code, Huron Codified Ordinances and safety and health requirements of the Occupational Health and Safety Administration.

Company shall submit a completed Regional Income Tax Registration Form (Exhibit B) to the City at the time of execution of this Agreement.

2. Term. This Agreement shall be in effect for a period of two (2) years. The Agreement shall automatically renew for a period of twelve (12) months under the same terms unless either party serves written notice no later than sixty (60) days prior to expiration of the intent to negotiate the Agreement.

Services provided under this Agreement shall be conducted in accordance with the schedule attached as Exhibit A to this Agreement. Any additions or deletions shall be documented in writing and served on the opposing party to this Agreement. No payment shall be rendered for services not in accordance with Exhibit A or any mutually agreed upon addendum.

This Agreement shall be terminated at any time upon thirty (30) days written notice. Upon termination, compensation under this Agreement shall be only that which is owed for services provided. The City shall not be liable for payment for any services not received as of termination.

3. Cost. The total amount of the contract shall not exceed Thirteen Thousand Twenty Dollars (\$13,020.00) payable over a two-year period of time. Total contract cost as noted under this section is exclusive of any costs associated with a third-year renewal. Company agrees to submit to the City a detailed invoice of services provided. All invoices shall be paid by the City within thirty (30) days of receipt.

4. Insurance and Indemnification. Company shall hold the City harmless from any and all claims for damages, actions or causes of action arising from the services contracted for in this Agreement or claimed to have arisen from the services contracted for in this Agreement, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Company shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury and Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall provide a copy to the City Engineer. Such certificate of liability insurance shall be attached to this Agreement as Exhibit C.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies on this 10th day of March, 2020.

CITY:

COMPANY:

City of Huron

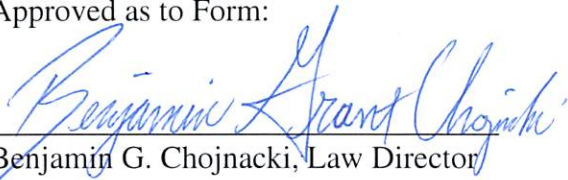
Cooner Enterprises, Ltd.



Andrew D. White, City Manager

Owner

Approved as to Form:



Benjamin G. Chojnacki, Law Director

EXHIBIT A

Services shall be performed in accordance with the estimate provided on February 27, 2020.

EXHIBIT B

R.I.T.A. Form



www.ritaohio.com

BUSINESS REGISTRATION FORM 48

MUNICIPALITY _____

FEDERAL IDENTIFICATION NUMBER _____

SOCIAL SECURITY NUMBER (COMPLETE ONLY IF A SOLE PROPRIETOR) _____

FILING STATUS: CORPORATION ESTATE/TRUST LLC NON-PROFIT PARTNERSHIP S-CORP. SOLE PROPRIETOR

RITA LOCATION NAME AND ADDRESS AS USED FOR BUSINESS PURPOSES
BUSINESS NAME: _____ PHONE: (_____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF CORPORATE SUBSIDIARY, GIVE NAME AND ADDRESS OF PARENT COMPANY MAIN OFFICE
BUSINESS NAME: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF SOLE PROPRIETORSHIP, GIVE OWNER'S NAME AND HOME ADDRESS
NAME: _____ PHONE: (_____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

WHAT DATE DID YOU BEGIN OPERATIONS IN A RITA MUNICIPALITY? _____

PLEASE LIST THE COMPANY NAICS CODE OR CHECK THE BOX THAT BEST DESCRIBES THE COMPANY BUSINESS TYPE.

NAICS _____ TRANSPORTATION NON MANUFACTURING MANUFACTURING WHOLESALE
 RETAIL FINANCE SERVICES PUBLIC ADMINISTRATION NON CLASSIFICATION

EMPLOYEE INFORMATION

DO YOU HAVE ANY EMPLOYEES? (CHECK ONLY ONE) YES NO ARE CONTRACTORS UTILIZED? (CHECK ONLY ONE) YES NO
'IF YES COMPLETE REVERSE SIDE.

IF YOU HAVE EMPLOYEES PROCEED WITH EMPLOYEE INFORMATION. IF YOU DO NOT HAVE EMPLOYEES PROCEED TO THE PROFIT/LOSS SECTION.

NUMBER OF EMPLOYEES AT RITA LOCATION: _____ MONTHLY GROSS PAYROLL AT RITA LOCATION: _____

WILL YOU BE WITHHOLDING RESIDENCE TAX ONLY? YES NO

SEND WITHHOLDING TAX FORMS TO
BUSINESS NAME: _____ PHONE: (_____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF YOU ARE A NON-PROFIT ORGANIZATION STOP HERE AND SIGN AT BOTTOM

PROFIT/LOSS INFORMATION

ENDING DAY OF FISCAL YEAR IF OTHER THAN CALENDAR YEAR _____ / _____ / _____
MONTH DAY YEAR

SEND NET PROFIT TAX RETURN TO
BUSINESS NAME: _____ PHONE: (_____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

THE INFORMATION HEREBY SUBMITTED IS TRUE AND CORRECT.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____ PHONE: _____

REGIONAL INCOME TAX AGENCY
ATTN: BUSINESS REGISTRATION
P.O. BOX 477900 BROADVIEW HEIGHTS, OHIO 44147-7900

CLEVELAND LOCAL: (440) 526-0900
TOLL FREE: (800) 860-RITA (7422)

COLUMBUS TOLL FREE: (606) 721-RITA (7407)
TDD: (440) 526-5332

YOUNGSTOWN TOLL FREE: (866) 760-RITA (7407)
FAX: (440) 526-3136

CONTRACTOR INFORMATION

MUNICIPALITY _____	BUILDING PERMIT # _____
ADDRESS OF CONSTRUCTION SITE _____	TOTAL CONTRACT AMOUNT: \$ _____
As the contractor, will your company be withholding local income tax from all employees on the job? <input type="checkbox"/> YES <input type="checkbox"/> NO	

	COMPANY/ADDRESS - CITY, STATE AND ZIP	OFFICER/OWNER NAME PHONE NUMBER	SOCIAL SECURITY OR FEDERAL ID NUMBER	ESTIMATED START DATE	NUMBER OF EMPLOYEES	ESTIMATED WAGES PER MONTH	TRADE
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							
COZ-RCU-OR BCB							

If necessary attach a separate sheet

The information requested on this form is essential to the establishment of your account and will be held in strict confidence. Please complete and sign this Registration Form and return within 15 days. Prompt completion of this form now can save you the expenditure of additional time and effort in the future. If you have any questions please contact the Business Registration Department at one of the numbers below. Thank you for your cooperation.

SEND RESPONSE TO:

REGIONAL INCOME TAX AGENCY
 ATTN: BUSINESS REGISTRATION
 P.O. BOX 477900
 BROADVIEW HEIGHTS, OH 44147-7900

CLEVELAND LOCAL: (440) 526-0900
 COLUMBUS TOLL FREE: (866) 721-RITA (7482)
 YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)

TOLL FREE: (800) 860-RITA (7482)
 TDD: (440) 528-5332
 FAX: (440) 526-3136

EXHIBIT C

Certificate of Liability Insurance