

RESOLUTION NO. 2018-22


**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF AN ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) MONITORING PROGRAM IN AN AMOUNT NOT TO EXCEED FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$4,875.00)**

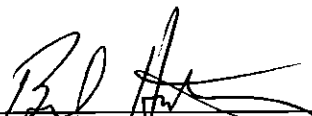
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with the Erie County Health Department, for the provision of an Illicit Discharge Detection and Elimination ( IDDE) Monitoring Program, in an amount not to exceed Four Thousand Eight Hundred Seventy Five and 00/100 dollars (\$4,875.00), which agreement shall be substantially in 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 from and immediately after its adoption.

ATTEST:   
Clerk of Council

  
Brad Hartung, Mayor

ADOPTED: 10 APR 2018

**INTERGOVERNMENTAL AGREEMENT  
FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION MONITORING SERVICES**

This Agreement is entered into between the Erie County Health Department of Erie County, Ohio 420 Superior Street, Sandusky, Ohio 44870, and the City of Huron [City], 417 Main Street, Huron, Erie County, Ohio 44839, this \_\_\_\_ day of \_\_\_\_\_, 2018 for the purpose of providing Illicit Discharge Detection and Elimination Monitoring services through the Erie County Health Department.

**WHEREAS**, the City of Huron has a need for assistance regarding Illicit Discharge Detection and Elimination Monitoring services as part of a Storm Water Management Plan and;

**WHEREAS**, The Erie County Health Department has expertise in the areas of Illicit Discharge Detection and Elimination Monitoring; and,

**WHEREAS**, both parties agree that an intergovernmental agreement to provide these services supports a regional approach to the delivery and fulfillment of Storm Water Management requirements

**NOW, THEREFORE**, the parties agree as follows:

1. Illicit Discharge Detection and Elimination Monitoring Services. The Erie County Health Department, agrees to provide to the City of Huron with services in accordance with Exhibit A attached hereto and incorporated herein. The City shall have the sole and exclusive responsibility for determining the need for and frequency of Services. Both parties recognize that this Agreement is non-exclusive and that the City is under no obligation to utilize the Erie County Health Department's services.
  
2. Rates, Charges and Payment. The Erie County Health Department shall charge the City and the City shall pay the Erie County Health Department for the services rendered pursuant to this Agreement a total annual sum not to exceed Four Thousand Eight Hundred Seventy Five Dollars (\$4,875.00). The rates of service shall be in accordance with Exhibit A attached hereto and incorporated herein. The County shall invoice the City on a semi-annual or annual basis based on the frequency of services provided. The City shall make payment on all verified invoices no later than thirty [30] days from receipt of the invoice.
  
3. Term. The effective date of the Agreement shall be upon execution by all parties and shall

EXHIBIT "A"

be in effect for a twelve (12) month period. This Agreement may be extended upon service of written notice by either party of intent to extend the Agreement. Said notice shall be served no later than thirty days prior to the expiration of the original Agreement.

4. Notice. Any notice sent under this Contract shall be in writing and shall be hand delivered or sent by simultaneous U.S. Regular and U.S. Certified Mail, return receipt requested to:

For the City

City of Huron

Attn: City Manager

417 Main St.

Huron, Ohio 44839

For the Health Department

Erie County Health Department

Attn: Commissioner Schade

420 Superior Street

Sandusky, Ohio 44870

5. Amendment. The terms and conditions of this Agreement shall be amended upon providing written notice of amendment to the other party's authorized representative. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party.

6. Termination This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative.

7. Severability In the event of invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The Parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable.

8. In the event this Agreement is terminated pursuant to Paragraph 7 for any reason, the City shall have no further obligation to make payment to the County, except for payment for Services rendered and owed at the time of termination and the County 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

EXHIBIT "A"

respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.

10. The Parties understand and agree that neither Party will indemnify or hold harmless the other; and, that the Parties will provide their own liability protection and insurance.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**FOR THE CITY OF HURON**

**FOR THE HEALTH DEPARTMENT**

\_\_\_\_\_  
Andrew D. White, City Manager

\_\_\_\_\_  
Pete Schade, Health Commissioner

Approved to as to form:

Approved to as to form:

\_\_\_\_\_  
Laura E. Alkire  
Law Director

\_\_\_\_\_  
Gerhard Gross  
Assistant Erie County Prosecuting Attorney

EXHIBIT "A"

**CERTIFICATION REGARDING AVAILABILITY OF FUNDS**

I, \_\_\_\_\_, Finance Director for the City of Huron, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is 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.

\_\_\_\_\_  
Cathy Ramey  
Finance Director

EXHIBIT "A"

<b>Erie County Health Department                      IDDE Monitoring Cost Proposal                      For the City of Huron                      2017</b>	
Watershed Monitoring of all 244 currently mapped outfalls on all ditches creeks, creeks and rivers within the Huron City limits up to 55 hours at \$75.00 for two sanitarians wages and fringes.	\$4,125
Dry weather sampling (quantified E.coli count), as indicated. Up to 20 samples at \$30/sample.	\$600
Data Management up to 5 hours at \$30.00 wages and fringes.	\$150
<b>Grand Total</b>	<b>\$4,875</b>