

Record of Resolution

Resolution No. 2018-24

Passed: April 23, 2018

A Resolution Authorizing the Village of West Lafayette to Enter Into The Attached Agreement and Declaring an Emergency

Whereas, the Coshocton County Engineer has requested the assistance of the Village of West Lafayette;

Whereas, the Council for the Village of West Lafayette has agreed to assist as requested by the County Engineer with the use of Village Personal;

Whereas, a Copy of a Contract has been proposed and attached hereto;

Wherefore, be it Resolved by the Village Council of the Village of West Lafayette, Coshocton County, Ohio:

1. The Mayor is authorized to enter into said agreement with the Coshocton County Engineer as attached.
2. The Village Fiscal Officer is authorized to charge at the hard rate determined by the Fiscal Officer.
3. This Resolution is declared an emergency Resolution necessary to preserve the health, safety and welfare of the citizens of the Village of West Lafayette and shall take effect immediately upon its passage. Otherwise, it shall be effective on the earliest date allowed by law.

Passed this 23rd day of April, 2018


Stephen R. Bordenkircher, Mayor

Attest:

Village Fiscal Officer

AGREEMENT

This Agreement is made this 23 day of April, 2018 by and between the Coshocton County Board of Commissioners (hereinafter COUNTY), a political subdivision with its offices located at ___ Main Street, Coshocton, OH 43812 and the Village of West Lafayette, Ohio (hereinafter VILLAGE), a political subdivision with its offices located at _____, West Lafayette, OH 43845.

WHEREFORE the parties agree that in order to better serve the public and to clarify roles and responsibilities the VILLAGE hereby agrees to maintain and operate the sanitary sewer system owned by the COUNTY and known as the Fresno/Pearl Sanitary Sewer System (hereinafter "the System").

For the purposes of this Agreement, the term "Maintenance or Maintain" shall be defined as performing the necessary upkeep and repairs to keep the System operating and in compliance with the requirements of Chapter 3745 of the Ohio Administrative Code and the COUNTY.

The terms of this Agreement are as follows:

1. TERM – The term of this Agreement shall be for a period beginning on 23 April 2018 and ending on _____, unless terminated earlier by either party with 365 days of written notice to the other.
2. CONSIDERATION –
 - A. The COUNTY shall pay to the VILLAGE the amount of \$200.00 per week for performing the routine maintenance and operation of the System.
 - B. The COUNTY shall pay to the VILLAGE the amount of \$40.00 per hour of work performed during "after-hour" coverage of the System. After-hour shall be defined as any work performed requiring the Village to pay their employee overtime wages.
 - C. In the event of a needed repair or upgrade, the COUNTY shall pay the VILLAGE on a time and materials basis. Prior to commencing any such repair the VILLAGE shall notify the COUNTY in writing of the nature of the problem and the proposed repair or upgrade, as well as the estimated cost of the repair or upgrade. In case of emergency repairs requiring immediate action, the Village will seek verbal approval from the County prior to expending funds.

The VILLAGE is authorized to purchase routine maintenance items, as needed, up to \$100 per month, without prior approval. The VILLAGE will pay for these items and the COUNTY will reimburse the VILLAGE provided the VILLAGE submits receipts to the COUNTY.

D. For the purposes of customer billing, the COUNTY shall pay the VILLAGE at a rate of \$100 per month.

3. DUTIES OF THE VILLAGE –

- A. The VILLAGE shall operate, maintain, repair and upgrade the System in order to keep the System operational. Any and all work performed by the VILLAGE under this Agreement shall be performed pursuant to the requirements of Chapter 3745 of the Ohio Administrative Code and the COUNTY. Furthermore, the VILLAGE shall operate and maintain the System pursuant to the requirements of Chapter 3745 of the Ohio Administrative Code and the COUNTY.
- B. If any maintenance, repairs or upgrades require the work of an outside contractor, the VILLAGE shall arrange for and coordinate such work at the cost of the COUNTY.
- C. The VILLAGE shall provide customer billing services for all of the customers of the System. Customers shall be billed on a monthly basis. The VILLAGE will provide a report of past due customers. The COUNTY will be responsible for collections.
- D. All work performed by the VILLAGE or its arranged contractors shall be done in a workmanlike manner and in accordance with the requirements set forth in Chapter 3745 of the Ohio Administrative Code.
- E. At all times the VILLAGE, and its employees, agents and representatives, is considered an independent contractor operating on its own volition. At no time shall any of the VILLAGE's employees, agents or representatives be considered the responsibility of the COUNTY.

4. INDEMNIFICATION –

- A. As permitted by law the COUNTY and the VILLAGE each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise out of the intentional, reckless or negligent action or inaction by a party or its employee, agent or representative. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
 - B. The provisions of this section 4 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
 - C. The COUNTY and the VILLAGE shall keep in full force and effect, during the Term of this Agreement, insurance coverage. The levels of said coverage shall be in accordance with industry norms. All insurance acquired shall be paid by the party so acquiring.
 - D. The VILLAGE acknowledges that the COUNTY'S ability to enter into any indemnification clause is limited and governed by 2005 OHIO OP. ATTY. GEN. 7.
5. NOTICES – Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the COUNTY at the premises, or the VILLAGE at the address shown above, or at such other places as may be designated by the parties from time to time.
6. SUCCESSORS & ASSIGNS – This Agreement is binding upon and inures to the benefit of the assigns and successors in interest to the parties.
7. ENTIRE AGREEMENT – The foregoing represents the entire Agreement of the parties and shall not be altered, amended or modified unless done so in writing and signed by both parties.

Signed this _____ day of _____, 201_____.


COSHOCTON COUNTY BOARD OF COMMISSIONERS

By: _____
Dane Shryock, Commissioner

By: _____
D. Curtis Lee, Commissioner

By: _____
Gary Fischer, Commissioner

THE VILLAGE OF WEST LAFAYETTE, OHIO

By:  _____