

RESOLUTION NO. 2009-359

First Reading Passage Requested
(S. Brunot)

SPONSOR Mr. Pry

DATE September 28, 2009

COMMITTEE Public Safety

A Resolution authorizing the Executive to enter into an agreement with the City of Norton, whereby the County Engineer will perform the engineering function of, and provide engineering services to, the City of Norton, for the Engineer, and declaring an emergency.

WHEREAS, Section 302.21 of the Ohio Revised Code provides that the Executive, with the consent of this Council, may enter into a contract with a municipality, whereby the County agrees to perform one of that municipality's functions on behalf of the municipality; and

WHEREAS, the County may designate within said agreement, which County office will perform the County's responsibilities under the agreement, and

WHEREAS, pursuant to Section 302.21 of the Ohio Revised Code, this Council wishes to enter into an agreement with the City of Norton ("Norton") whereby the County will perform the engineering function of, and provide engineering services to, Norton and Norton will pay the County for the same; and

WHEREAS, within said agreement, this Council wishes to designate the County Engineer as the County office to perform the engineering function and provide engineering services to Norton; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the County of Summit to authorize the Executive to enter into an agreement with Norton whereby the County Engineer will perform the engineering function of, and provide engineering services to, Norton;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive is hereby authorized to execute an agreement with Norton, whereby the County Engineer will perform the engineering function of, and provide engineering services to, Norton. A copy of the said agreement is attached hereto as Exhibit A.

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety, and welfare of the citizens of the County of Summit and for the further purpose to immediately allow the Executive to execute said agreement and allow the Engineer to immediately begin providing the engineering services to Norton.

SECTION 3

Provided this Resolution receives the affirmative vote of eight members of this Council, it shall effect immediately upon its adoption and approval by the County Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

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SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED September 28, 2009

ADOPTED September 28, 2009

Sharily P. Grew
CLERK OF COUNCIL

Nick Kostandaras
COUNCIL PRESIDENT

APPROVED September 28, 2009

James M. Ryan
EXECUTIVE

ENACTED EFFECTIVE September 28, 2009

Voice Vote: 9-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras, Prentice, Rodgers, Schmidt, Smith ABSENT: Shapiro, Poda

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF NORTON
FOR ENGINEERING SERVICES**

This Agreement of Cooperation is made this _____ day of _____, 2009 by and between the County of Summit, acting through the County Executive, hereafter referred to as the "County", for the County Engineer, hereafter referred to as the "Engineer", and the City of Norton, hereafter referred to as the "City", acting through the elected Mayor of the City of Norton, hereafter referred to as the "Mayor" and through the appointed Administrative Officer of the City of Norton, hereafter referred to as the "Administrative Officer", with the County and City referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the City is requesting engineering services within, and otherwise having impacts within, the City's corporate limits as necessary; and

WHEREAS, the City desires that the County will provide these services through the Engineer; and

WHEREAS, by City of Norton Ordinance No.73-2009, the Mayor is authorized to enter into an agreement with the County for the payment of costs of these services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – SCOPE OF WORK – ENGINEERING

The Scope of Work covered by this Agreement consists of engineering services for planning; analysis; review of plans, reports, calculations, and drawings; assistance with consultant selection; and associated professional engineering services for transportation, utilities, land development, drainage associated infrastructure within, and otherwise having impacts within, the City's corporate limits as deemed necessary. The Engineer will provide to the City a Professional Engineer acceptable to the Mayor and Administrative Officer, who will perform Municipal Engineering services, hereafter referred to as the "MPE". Any or all of the following services may be performed, subject to the overview and supervision of the Mayor and Administrative Officer:

1. The MPE will attend Council meetings, Council Committee meetings, Planning Commission meetings, or additional public, legislative, or administrative meetings or conferences when requested by the Mayor or Administrative Officer.
2. The MPE will make its services available to any committee of Council, any department or division of the City, or any official of the City acting within its official capacity in connection with City business upon the request of the Mayor or Administrative Officer.
3. The MPE will act as an advisor to the Administrative Officer relative to roads, sanitary or storm sewers, water, and any other area where technical expertise is required.
4. The MPE will consult with authorized representatives of the City, providing such consultation requires no preparation of detailed plans, estimates, or field investigations, unless more extensive consultation is otherwise directed by the Mayor or Administrative Officer.
5. The MPE will maintain drawings, specifications, calculations, records, files, ordinances, and other pertinent engineering data for and on behalf of the City as directed by the Mayor or Administrative Officer. The City shall provide appropriate facilities for storage of such records.
6. The MPE will review the design and observe the construction of public improvements to be implemented by entities other than the City when requested by the Administrative Officer.
7. The MPE will prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
8. The MPE will review legal descriptions, sketch plats, and pertinent data of zoning and subdivision applications, petitions, and deeds for accuracy prior to acceptance of the application by the City as directed by the Mayor or Administrative Officer.
9. The MPE will provide engineering oversight of the design and observe the construction of public improvements to be implemented by the City as directed by the Mayor or Administrative Officer.
10. The MPE will prepare and deliver to the Administrative Officer monthly reports of the progress of improvements, stating conditions of same, together with any other matters of interest desired by the Administrative Officer when so requested.

11. The MPE will provide full time on-site observation of new infrastructure construction such as storm sewers, sanitary sewers, waterlines, private utilities, road pavement, sidewalks, grading and detention basins, as directed by the Mayor or Administrative Officer. The service shall include:
- completing site observation reports tracking the progress of the work;
 - verifying general conformance of construction work with approved engineering designs, City of Norton standards and Summit County Standards;
 - making recommendations to the City of Norton for acceptance of constructed improvements prior to dedication of new City rights-of-way.
12. The MPE will advise and provide recommendations to the City regarding the Summit County Countywide Stormwater Management Program (SWMP) and the Ohio EPA National Pollution Discharge Elimination System (NPDES) Stormwater Phase II regulations.

Section 2 – CITY RESPONSIBILITIES

The City shall provide the scope of work, shall supervise the work schedule of the MPE, shall provide sufficient office space at City facilities as necessary for work of the MPE, shall make payments to the County for personnel and materials required to complete the Work, as scheduled through mutual understanding of the City and MPE, subject to periodic review by the Engineer.

The City shall issue a purchase order for the services of the MPE prior to the MPE beginning work.

Section 3 – COUNTY RESPONSIBILITIES

The County shall provide services of the MPE on a schedule mutually agreed upon by the City and the Engineer.

Section 4 – TERMS OF PAYMENT

The City shall reimburse the County for expenses incurred on behalf of the City.

The County will invoice the City monthly against established purchase orders for work completed during the preceding month. The City will reimburse the County within thirty days of being invoiced.

The current rates for the MPE will be based on actual hourly rate multiplied by a factor of 1.68 to cover employee benefits and allocated administrative and support service costs (see attached Multiplier Calculation

Worksheet) The multiplier is subject to change each calendar year on or after April 1. If other support personnel and equipment are necessary to be provided by the Engineer, charges for such personnel and equipment will be at the current rates charged by the Engineer for services to other jurisdictions and is subject to approval by the City of Norton prior to their use. For significant projects that require multidiscipline technical personnel for plan preparation a separate supplemental agreement to this agreement may be necessary. Prior to the engineer and the City moving forward with the project, the City will approve the rates for any supplemental agreement. Any change in rates shall require the Engineer to notify the City in writing. The supplemental agreement will define the project scope and anticipated budget.

Section 5 – OWNERSHIP & RESPONSIBILITY FOR COMPLETED WORK

The City accepts ownership and responsibility for the completed work, said responsibility to include but not be limited to inspection, maintenance, and repair of the work to the extent required by law. Nothing stated herein shall act as a waiver of any defenses or immunities available to the City either at law or by statute, nor shall this Agreement inure to the benefit of any third party.

Section 6 – APPLICABLE LAW

The laws of the State of Ohio, the County of Summit and the City of Norton shall govern this Agreement.

Section 7 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supercedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the City by the signature of the Mayor.

Signed and Acknowledged in the Presence of:

THE CITY OF NORTON

Witness

By: _____
Mayor

Witness

THE COUNTY OF SUMMIT

Witness

Recommended By: _____
Alan Brubaker, P.E., P.S.
Summit County Engineer

Witness

Authorized By: _____
Russell M. Pry
County of Summit Executive

Witness

Witness

Approved as to Legal Form
and Correctness:

Pete Kostoff
Director of Law, City of Norton

Date

Approved as to Legal Form
and Correctness:

for: Sherri Bevan Walsh
Prosecutor, County of Summit

Date

