

A RESOLUTION AMENDING RESOLUTION 76-1990 AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AMENDED MEMORANDUM OF AGREEMENT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SEWERAGE SYSTEMS WITHIN THE VILLAGE OF RICHFIELD WITH THE BOARD OF COUNTY COMMISSIONERS OF CUYAHOGA COUNTY AND DECLARING AN EMERGENCY

WHEREAS, this Council authorized entering into a memorandum of agreement for the construction, operation and maintenance of sewerage systems within the Village of Richfield with the Board of County Commissioners of Cuyahoga County by Resolution 76-1990; and

WHEREAS, the Cuyahoga County Sanitary Engineer has requested various changes and modifications to the contract, which changes and modifications are acceptable to the Village of Richfield.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

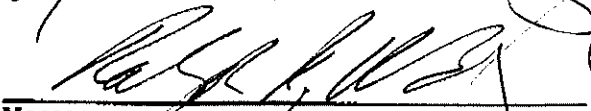
- SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into a revised Memorandum of Agreement for the construction, operation and maintenance of sewerage systems within the Village of Richfield, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.
- SECTION 2: That Resolution 76-1990 be amended so as to be consistent herewith.
- SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the Resolution is immediately necessary for the maintenance of Village sewers; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise it shall take effect and be in

force from and after the earliest period allowed by law.

Passed: 1-15-91



President of Council



Mayor

Dated: 1/15/91

ATTEST:


Clerk of Council

MEMORANDUM OF AGREEMENT FOR THE CONSTRUCTION,
OPERATION AND MAINTENANCE OF SEWERAGE SYSTEMS
WITHIN THE VILLAGE OF RICHFIELD

This Agreement made this 15th day of February, 1991
by and between the Board of County Commissioners of Cuyahoga
County, Ohio, hereinafter referred to as COUNTY and the Village of
Richfield, hereinafter referred to as VILLAGE.

WITNESSETH:

WHEREAS, the territory within the Village is tributary to
County Sewer District No. 13.

WHEREAS, the VILLAGE owns all sanitary sewers, pumping sta-
tions and force mains.

WHEREAS, the VILLAGE desires to have maintained local sanitary
sewers, pump stations and force mains.

WHEREAS, Council has adopted Resolution No. 107-1990 amending
Resolution No. 76-1990, authorizing the Mayor to enter into an
Agreement with the Board of County Commissioners for the operation
and maintenance of sewerage systems within the VILLAGE.

NOW, THEREFORE, it is agreed that in consideration of the cov-
enants and agreements herein contained and the conditions hereinaf-
ter enumerated, the Village of Richfield does hereby contract with
the Board of Commissioners of Cuyahoga County to maintain local
sanitary sewers, pump stations and force mains which will discharge
sanitary sewage into the sanitary sewerage system of County Sewer
District No. 13, subject to the following conditions:

SECTION I - GENERAL CONDITIONS

A. The VILLAGE shall provide planning and engineering of all
sewerage projects.

B. All sewage discharged shall be in accordance with the County Sanitary Engineering Division Rules and Regulations and Uniform Standards for Sewerage Improvements as adopted by the Board of Commissioners of Cuyahoga County.

C. Before construction of any sanitary sewerage improvement, the plans therefor shall receive the approval of the Village Engineer.

D. No work of construction of any sanitary sewerage improvement shall be done except in the presence of an inspector employed by the VILLAGE.

E. Upon completion of any such sanitary sewer or lateral connections, complete records as to the location of said sewers or lateral connections, together with all manholes, Y branches and other appurtenances, shall be maintained by the VILLAGE. Copies of said records shall be forwarded to and maintained in the office of the Cuyahoga County Sanitary Engineer.

F. Sewer connection permits shall be obtained and issued by the VILLAGE for all sanitary, lateral and service connections prior to any tie in.

G. The COUNTY will prepare and submit an annual service report by July 1 of the following year and such report will be reviewed jointly with the VILLAGE. Also, the COUNTY will present to the VILLAGE and consult with the VILLAGE in regard to an annual operation and maintenance program for the sewerage improvements in the VILLAGE.

H. The VILLAGE agrees to indemnify and save harmless the COUNTY, its Board of Commissioners, its Sanitary Engineer, their employees, agents or assigns for any and all liability for loss, damage, or injury to the VILLAGE or to any third party arising out of or in any way connected with the COUNTY's performance under this Agreement, whether it be caused by the negligence of the COUNTY, its Board of Commissioners, its Sanitary Engineer, and employees, agents or assigns or otherwise with the following exceptions.

1. The acts or omissions of a County employee were manifestly outside the scope of his employment or official responsibilities.

2. The acts or omissions of a County employee were with malicious purpose, in bad faith or in a wanton or reckless manner.

I. Proposed Schedule of Services: Cuyahoga County will, at a minimum, provide the services set forth in the letter from James A. Brueggeman, Sanitary Engineer, to Mayor Ralph R. Waszak dated July 19, 1990, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

J. Billing: Cuyahoga County shall bill the Village of Richfield in quarterly installments, for an amount equal to one quarter the County's estimated cost for the year, which shall be adjusted at the end of the year based on the actual cost of the services the County provided. At the end of the calendar year, the County shall determine its actual cost of operation, maintenance and repair, and in the event the cost is different from the estimated amount, the County shall adjust the estimated amount to be billed in the coming

year. Payment of each statement shall be made by Richfield within thirty (30) days of receipt of the statement.

K. Records: Cuyahoga County agrees to retain all records of services rendered and maintenance performed on the sewers and to make such records available to Richfield at such reasonable times and places as requested by Richfield.

L. Notices: All notices, requests, invoice demands or other communications required or permitted under this Agreement will be deemed to have been duly given if in writing and personally delivered to the party to whom it is intended, or sent by registered or certified mail and addressed as shown below or to such other address as may be designated from time to time by either party:

If to County: County of Cuyahoga
Department of Community Services
Sanitary Engineering Division
6100 West Canal Road
Valley View, Ohio 44125-3342

Attention: Sanitary Engineer

If to Richfield Village of Richfield
Director of Finance
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387

SECTION II - SANITARY SEWERS

A. The VILLAGE shall own all sanitary sewers within its municipal limits, and shall obtain all regulatory agency permits required.

B. Before construction of any sanitary sewers, the plans shall be reviewed and approved by the VILLAGE Engineer.

C. The COUNTY agrees to maintain all sanitary main lines in the public right of way and easements in compliance with the best available practice. Other work shall be performed on request and availability basis.

D. The VILLAGE shall be responsible for any expansion of the sanitary sewer system.

E. No work of construction of any sanitary mainline, lateral connection, or service connection shall be done except in the presence of any inspector employed by the VILLAGE.

F. Sewer connection permits shall be obtained from the VILLAGE for all lateral and service connections prior to any tie in.

G. The VILLAGE shall be responsible for the collection of any tap in fees.

H. The VILLAGE shall be responsible for acquiring any and all easements necessary for the maintenance and repair of municipally owned sanitary sewers.

SECTION III - PUMPING STATIONS AND FORCE MAINS

A. The VILLAGE shall own all pumping stations and force mains within the municipal limits and obtain all required regulatory agency permits.

B. Before construction of any pumping station or force main, the plans shall be reviewed and approved by the VILLAGE.

C. The COUNTY agrees to provide the necessary personnel, equipment and material to operate and maintain municipally owned pumping station and force main facilities.

D. The VILLAGE shall pay directly to the utility company supplying the electricity, water and/or natural gas necessary for operation of the pumping stations.

E. The VILLAGE shall be responsible for the cost of expansion of any pump station or force main facility.

F. No work of construction of any pumping station or force main shall be done except in the presence of an inspector employed by the VILLAGE.

G. The VILLAGE shall be responsible for acquiring any and all deeds and easements necessary for the construction, maintenance, operation and repair of the pumping station and force main facilities.

SECTION IV - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect for an initial term of five (5) years commencing January 1, 1991. Thereafter it shall be automatically renewed for a term of three (3) years unless either side gives written notice to the other party of its intent to cancel the contract. Such written notice shall be sent at least twelve (12) months prior to the termination date of the contract. Upon termination of the Agreement by the Village, any and all outstanding expenses relating to the performance of this Agreement shall be paid by the Village within thirty (30) days of the receipt of a statement showing monies owed.

IN WITNESS WHEREOF, the Board of County Commissioners of Cuyahoga County, Ohio, pursuant to Resolution No. _____ duly adopted on the _____ day of _____, 19____, and the Village

of Richfield, Ohio, acting by and through its Mayor and Finance Director duly authorized by Resolution No. 107-1990 amending Resolution No. 76-1990 adopted on the 15th day of January, 1991, have hereunto as such officers and in the name and on behalf of their political subdivisions set their hands and affixed the seals of the respective parties hereto this _____ day of _____, 19__.

COUNTY OF CUYAHOGA
BOARD OF COUNTY COMMISSIONERS

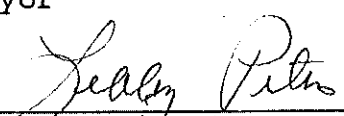
ATTEST:

Clerk of the Board

Witnesses:

VILLAGE OF RICHFIELD

Mayor



Finance Director

Approved as to Form:

Approved:

Assistant County Prosecutor

Law Director