

The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Troy, Aufuldish and Sines

Mr. Aufuldish presented the following resolution and moved its adoption.

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF THE LAKE COUNTY STORMWATER MANAGEMENT AGENCY, AND THE LAKE COUNTY GENERAL HEALTH DISTRICT

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Lake County Stormwater Management Agency is recommending execution of an Agreement between the Lake County Board of Commissioners, on behalf of the Lake County Stormwater Management Agency, and the Lake County General Health District, and

WHEREAS, the Lake County General Health District, when and as directed by the Lake County Stormwater Management Agency will undertake and perform such services within its jurisdiction as are necessary and appropriate to carry out Phase II Stormwater Illicit Discharge Detection and Elimination activities and corresponding education activities as set forth in the Agreement. Said Agreement is incorporated herein by reference and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby authorizes execution of an Agreement between the Lake County Board of Commissioners, on behalf of the Lake County Stormwater Management Agency, and the Lake County General Health District.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Budget Director: ~~Bill Green~~, Stormwater Management Agency; and Joel Lucia, Lake County General Health District.

Mr. Troy seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Troy and Aufuldish

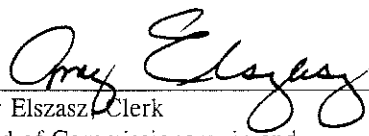
"NAYS": Commissioner: Sines

Resolution adopted,
Amy Elszasz, Clerk

CLERK'S CERTIFICATION

I, Amy Elszasz, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on February 5, 2004, and recorded in the Commissioners' Journal, Volume 2004.

WITNESS my hand this 5th day of February, 2004 in Painesville, Ohio.



Amy Elszasz, Clerk
Board of Commissioners, in and
for Lake County, Ohio

~~CC-10613~~

AGREEMENT FOR SERVICES BY AND BETWEEN
THE BOARD OF LAKE COUNTY COMMISSIONERS
AND
THE LAKE COUNTY GENERAL HEALTH DISTRICT

This Agreement for Services is entered into this 5TH day of February, 2004 by and between the Lake County General Health District (hereafter "LCGHD") with a principal place of business at 33 Mill St., Painesville, Ohio, 44077 and the Board of Lake County Commissioners (hereafter "Commissioners") with a principal place of business at 105 Main St., Painesville, Ohio 44070. References to the LCGHD and the Commissioners shall include their duly authorized representatives, employees and/or agents and the duly authorized representatives, employees and/or agents of the Lake County Stormwater Management Department ("LCSMD") and the Lake County General Health District ("LCGHD").

Purpose

The Commissioners recognize the need for effective collaboration to carry out their responsibilities to fulfill the mandates contained in a National Pollutant Discharge Elimination System ("NPDES") permit from the Ohio Environmental Protection Agency ("OEPA"). The purpose of this Agreement is to acknowledge certain duties undertaken by the LCSMD in fulfillment of its OEPA permit number 3GQ00068*AG, authorizing discharges of storm water from a municipal separate storm sewer system (MS4), and to define the role of the LCGHD in assisting the LCSMD to fulfill those duties.

The parties to this Agreement hereby recognize the following:

1. The LCSMD was formed by the Commissioners pursuant to O.R.C. 6117.01 to assist local communities in the management of storm water runoff and related resource management issues. LCSMD, through its staff, is a recognized expert in storm water management issues.
2. The LCGHD, through the LCGHD, also provides certain storm water management guidance to Lake County communities and is also a recognized expert, through its staff, in storm water management issues.
3. To ensure compliance with the NPDES storm water permit, both the LCSMD and the LCGHD agree to work together to provide storm water services to local residents.

SECTION I

DUTIES OF LCSMD

LCSMD shall:

1. Use best faith efforts to ensure that storm water services are provided to its member communities (Attachment A) as required in OEPA permit number 3GQ00068*AG.
2. Use its best faith efforts to collect information from and consult with the LCGHD when fulfilling certain permit obligations.
3. Use its best faith efforts to collect information, consult with its partners and co-permittees to coordinate storm water management services between its partner organizations (Attachment A) to ensure its member communities meet their obligations under the OEPA permit.
4. Recognize the role of the LCGHD in the storm water management program of the LCSMD.
5. Use technical services that can be provided by the LCGHD.
6. Adopt, apply and enforce LCGHD recommendations when the LCSMD deems them technically feasible and economically reasonable solutions to resource management and conservation problems.

SECTION II

SERVICES TO BE PROVIDED BY LCGHD

The LCGHD shall, when and as directed by the LCSMD:

1. Undertake and perform such services within its jurisdiction as are necessary and appropriate to carry out Phase II Storm Water Illicit Discharge Detection and Elimination activities and corresponding education activities for the purposes set forth in this Agreement.
2. Provide the following services:

Public Education and Outreach and Public Involvement and Participation

- a. Assist with three educational workshops for developers and private groups annually.

- b. Provide workshops and/or participate in community events and/or town meetings to educate the public about the impact on water quality of illicit discharge from residential and commercial facilities.
- c. Provide educational written materials, including brochures, newsletters, or inserts to LCSMD publications, that address topics such as proper disposal of household or commercial hazardous substances, proper maintenance of sewage treatment systems, proper disposal of solid waste as it pertains to water quality, and other related Phase II topics with focus on residential and commercial applications.

Illicit Discharge and Elimination

- a. Screen the quality of discharge water from an MS4 visually and by use of field tests and meters when applicable. Screening will be based on the field location and identification of flow during dry weather in sub-watersheds. Screening of outfalls will not exceed 102 per year. Water quality sampling includes but is not limited to parameters of fecal coliform, nutrients, heavy metals, oil and grease and total dissolved solids based on indicators resulting from the screening and field tests.
- b. Eliminate illicit discharge using regulatory and/or enforcement mechanisms based on problem areas determined by water quality and quantity of flow at outfalls. Conduct internal inspections with dye testing to detect improper disposal and/or discharge of sewage and other non-stormwater, both residential and commercial, as needed.
- c. Develop a list of all household sewage treatment designed to discharge to the MS4 by the end of the first permit term.
- d. Assist with the development of regulations to prohibit illicit discharges to the MS4 and authorize access for inspection.

Good Housekeeping and Pollution Prevention

Provide technical assistance to LCSMD when creating the good housekeeping and pollution prevention program.

Other

- a. Provide documentation in report form for any and/or all selected items in this control measure, i.e. numbers of inspections, sampling results, visual screening, elimination activities, and summaries of other services provided.

- b. Provide the supervisory, technical and support staff as necessary for the satisfactory performance for the work described in part (B) above.
- c. Provide additional services not specifically referred to in this agreement upon request by LCSMD upon mutual consent of both parties.

SECTION III

COMPENSATION FOR SERVICES

In consideration for the services provided by the LCGHD in accordance with Section II of this agreement, LCSMD shall compensate LCGHD in such amounts as are necessary to cover the LCGHD's program costs as set forth below.

Ongoing Program Costs

LCGHD will invoice LCSMD for program costs based on actual hours of work and employees' hourly rates of pay, plus applicable benefits. Hourly rates of pay shall not exceed those highlighted in Attachment B of this document for this year of agreement. In addition to compensation for services provided by LCGHD employees, supplies, training, transportation and laboratory costs will be invoiced at actual cost. Services will be billed for the following service areas:

- Illicit Discharge Detection and Elimination
- Educational Support Activities
- Annual Reporting
- Technical Assistance in Good Housekeeping and Pollution Prevention

Program Start Up Costs

For the first year of the contract term only, LCGHD will invoice LCSMD on the same terms and conditions as above for initial start up costs in the following areas:

- Data Management
 - Capital Improvements for office workspace, lab support storage area and equipment , provided that LCSMD approve the costs for these items in writing, in advance.
- Program start up costs shall not exceed those highlighted in Attachment B of this document for this year of the agreement.

Billing

The LCGHD shall invoice LCSMD four (4) times each year on the first day of February, May, August, and November of each year for services provided by the LCGHD in arrears and provide an itemized statement listing the services provided and the dates of service. LCSMD will pay the LCGHD within sixty (60) days of receipt of the invoice.

SECTION IV

TERM AND TERMINATION OF AGREEMENT; ANNUAL BUDGET

This Agreement shall become effective upon approval by the last of the Commissioners and the LCGHD to execute it, and shall remain in full force and effect until terminated by either party in accordance with the provisions of this Section IV.

Either party may terminate this Agreement effective January 1 of any year by giving the other party at least (11) eleven months prior written notice of the terminating party's intention to terminate the Agreement.

By November 15 of each year the LCGHD shall submit a proposed budget for services to be provided by the LCGHD to the LCSMD for the following year. The parties shall review and/or revise the budget thereafter as needed and shall jointly agree on a final budget prior to January 1 of the next contract year. The final budget shall be approved by resolution of the Board of County Commissioners and the Health District Board of Health. The budget shall be a not to exceed amount and shall not be adjusted during the calendar year. However, should an unusual circumstance exist and there is insufficient monies in the approved budget to satisfy the cost required to provide the necessary LCGHD services, the Board of County Commissioners may choose to alter the budget by resolution.

SECTION V

COMPLIANCE WITH LAW

The parties agree that the LCGHD is operating as an independent contractor under the terms of this Agreement and neither the LCGHD nor its employees, board members or agents are employees of the LCSMD. The LCGHD shall pay all unemployment compensation insurance premiums, worker's compensation premiums, all income taxes, pension contributions, P.E.R.S. contributions and expenses and any and all other payroll taxes or other payments or contributions required of the LCGHD for its employees for the performance of any services rendered by LCGHD employees contemplated by this Agreement.

All services provided by LCSMD and the LCGHD will be performed on a non-discriminatory basis without regard to race, color, religion, sex, national origin, handicap, age or ancestry.

The LCGHD recognizes the obligation of the LCSMD to make reports and other written materials provided by the LCGHD pursuant to this Agreement available to the public upon request in accordance with the Ohio Public Records Act.

The LCGHD agrees to comply with all applicable federal, state and local laws in the provision of services to the LCSMD under this Agreement.

SECTION VI

INDEMNIFICATION

Each party to this Agreement recognizes and agrees that the other party has specific and separate duties to perform under the terms of this Agreement and that there are specific joint tasks to be performed that are required to satisfy the storm water phase II regulations contained in the NPDES permit. The parties agree to work separately or together as the circumstances may require on any and all issues which may be brought to either party's attention from time to time by regulatory agencies or others having jurisdiction over either the parties or the permits referred to herein. The parties agree that the LCGHD shall indemnify and hold the Commissioners and their agents, employees, departments and commissions harmless from any and all claims, actions, or causes of action and any and all damages, direct or indirect, that may arise as a result of the work that LCGHD and/or the LCSMD is required to perform pursuant to this Agreement. The parties further agree that the Commissioners shall indemnify and hold the LCGHD and its agents, employees, departments and commissions harmless from any and all claims, actions, or causes of action and any and all damages, direct or indirect that may arise as a result of the work that the Commissioners and/or LCSMD is required to perform pursuant to this Agreement.

SECTION VII

AMENDMENTS

This writing constitutes the entire agreement between the parties with respect to all matters set forth herein. This agreement may be amended only in writing and only when duly authorized and executed by both parties in accordance with applicable statutes. Any written amendments to this agreement shall be prospective in nature.

SECTION VIII

NOTICES

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

To the LCGHD and to the LCGHD:

Lake County General Health LCGHD
Attn: Health Commissioner
33 Mill Street
Painesville, OH 44077

To the Commissioners:

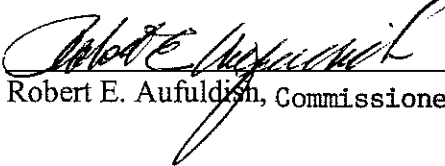
The Board of Lake County Commissioners
Lake County Administration Center
105 Main St.
Painesville, OH 44077

To the LCSMD:

The Lake County Stormwater Management Department
Attn: Director
550 Blackbrook Road
Painesville, OH 44077

In witness whereof, the Lake County Board of Health and the Board of Lake County Commissioners have caused this Agreement to be executed and to be effective upon the execution and signature of the parties.

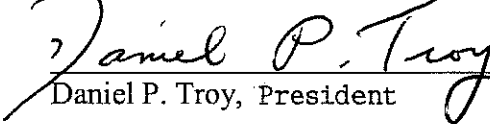
Board of Lake County Commissioners


Robert E. Aufuldish, Commissioner

2-5-04
Date


Raymond E. Sines, Commissioner

Date


Daniel P. Troy, President

2/5/04
Date

The Lake County General Health District


Joel Lucia, R. S., MPH
Health Commissioner

2-3-04
Date

Attachment A

Member Communities:

Concord Township
Fairport Harbor Village
Grand River Village
City of Kirtland
Kirtland Hills Village
Leroy Township
Madison Township
Mentor on the Lake City
Painesville City
Painesville Township
Perry Township
Perry Village
Timberlake Village
Waite Hill Village
Wickliffe City
Willoughby Hills City
Willowick City

Partners:

Chagrin River Watershed Partners, Inc.
Lake County General Health Department
Lake County Soil and Water Conservation LCGHD
Ohio State University Extension

Agreement year - 2004		LCSMD		
Service	Assigned Staff	# Hrs	*Cost Per Hr	Cost
Outfall Screening & WQ Sampling				
Field Screening	Sanitarian	53.55	\$24.97	\$1,337.14
Field Screening	EH Tech	53.55	\$11.20	\$599.76
Data Interpretation	Sanitarian	51	\$24.97	\$1,273.47
WQ Sampling	Sanitarian	5	\$24.97	\$124.85
WQ Sampling	EH Tech	5.5	\$11.20	\$61.60
Sample Interpretation/prioritization	Sanitarian	10.5	\$24.97	\$262.19
Sample Transport	EH Tech	20	\$11.20	\$224.00
Lab Costs				\$1,560.00
Illicit Discharge Detection				
	Sanitarian	760.5	\$24.97	\$18,989.69
	EH Tech	300	\$11.20	\$3,360.00
Illicit Discharge Elimination				
	Sanitarian	505	\$24.97	\$12,609.85
	Supervisor	75	\$45.94	\$3,445.50
Education				
Participation	Supervisor	30	\$45.94	\$1,378.20
	Sanitarian	40	\$24.97	\$998.80
Documentation				
Annual Reports	Sanitarian	128	\$24.97	\$3,196.16
Supervision & Program Administration				
Direct Supervisor	Supervisor	181.75	\$45.94	\$8,349.43
Director	EH Director	63.37	\$58.64	\$3,715.88
subtotal		2290.71		\$61,213.18
Clerical Hrs	6 staff pool	708.68	\$20.36	\$14,428.66
Admin Support	6 staff	210.98	\$37.96	\$8,008.68
Supplies, Training, Travel, Other				\$15,736.54
Total		3202.37		\$99,387.05
Program Start-Up Costs (initial year only)				
Capital Improvements-work area				\$8,000.00
Capital Improvements-lab/storage				\$5,472.64
Data Management				\$4,000.00
Grand Total				\$117,133.03

Assumptions & Notations

*Hourly cost reflects salary & fridges only