

**RESOLUTION APPROVING OPERATIONAL SUPPORT AGREEMENT WITH THE CITY OF GENEVA FOR HYDRANT INSPECTION AND MAINTENANCE SERVICES, ACDES**

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented an agreement for the approval of the Board, to-wit:

- PARTIES:** Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047  
Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047  
City of Geneva, 44 North Forest St, Geneva, Ohio 44041
- SCOPE:** The Municipality is to conduct inspection and maintenance services of the Ashtabula County owned fire hydrants within assigned hydrant service routes in Ashtabula County service territory, and conduct hydrant operation tests for Ashtabula County owned hydrants as identified by the Ashtabula County Department of Environmental Services. Detailed description of work defined in Exhibit A.
- COST:** Not to Exceed, \$25.00 per hydrant inspected twice a year and \$15.00 per painted hydrant
- TERM:** Effective upon approval for a term of one (1) year unless terminated earlier

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this agreement to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-293**

**May 23, 2023**

**RESOLUTION APPROVING OPERATIONAL SUPPORT AGREEMENT WITH THE  
CITY OF GENEVA FOR HYDRANT INSPECTION AND MAINTENANCE SERVICES,  
ACDES**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

**Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## **OPERATIONAL SUPPORT AGREEMENT**

*May* This OPERATIONAL SUPPORT AGREEMENT ("Agreement") is made and entered into as of January 23, 2023 by and between the City of Geneva, ("Municipality"), a municipal corporation in Ohio located at 44 North Forest Street, Geneva, OH, 44041, and the Ashtabula County Board of Commissioners by and through the Ashtabula County Department of Environmental Services ("County") P.O. Box 520,36 West Walnut Street, Jefferson, OH 44047.

### **ARTICLE I** **THE WORK**

The Municipality shall perform the services as set forth in Exhibit A (the "Services").

### **ARTICLE II** **TERM**

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Term"), unless otherwise terminated earlier as provided below.

### **ARTICLE III** **COMPENSATION AND PAYMENT**

3.1 The Municipality's total compensation for the Work shall be;

- 1) \$25.00 per hydrant that is inspected twice a year.
- 2) \$15.00 per hydrant that's painted.

3.2 Municipality agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees.

3.3 The Municipality shall submit monthly to the County an Itemized Application for Payment for Services performed based upon Exhibit A on a form satisfactory to the County. The Application for Payment shall be supported by documentation substantiating the Municipality's right to payment. The Municipality shall supply such additional documentation as the County may request in connection with each payment to the Municipality. Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

3.4 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

- (a) Defective Services not remedied;**
- (b) Damage caused by the Municipality;**
- (c) Failure to comply with the requirements of Chapter 4115, ORC.**

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

#### **ARTICLE IV** **CHANGES**

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions. To the extent the Contract Price is affected, the Contract may be equitably adjusted by Change Order.

The Municipality shall not proceed with any change in the Work without the required written authorization. If the Municipality believes that any item is not Work required by the Contract Documents, the Municipality shall obtain a Change Order before proceeding with such item. Failure to obtain such a Change Order shall constitute a waiver by the Municipality of any Claim for additional compensation for such item.

#### **ARTICLE V** **WARRANTY**

The Municipality warrants that it will perform the Services in a professional, workmanlike manner, consistent with industry standards and all applicable laws and regulations.

Upon notice of the breach of any of such warranties, the Municipality shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Municipality fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Municipality and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Municipality upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Municipality shall survive the final payment and/or termination of this Agreement.

**ARTICLE VI**  
**SUBCONTRACTORS**

The Municipality may not subcontract any of the Services to a subcontractor or supplier.

**ARTICLE VII**  
**INSURANCE**

The Municipality shall purchase and maintain such liability and other insurance as will protect the Municipality from claims described below which may arise out of or result from the Municipality's performance or obligations under this Agreement which shall, at a minimum, include the following:

(a) **General Liability Coverage.** Municipality shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** Municipality shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** Municipality shall maintain workers' compensation coverage as required by Ohio law.

Prior to the commencement of any work under this Agreement, Municipality shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. Municipality will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**ARTICLE VIII**  
**TERMINATION**

8.1 Either party may terminate this Agreement upon ten (10) day notice for any reason.

**ARTICLE IX**  
**RESOLUTION OF DISPUTES**

9.1 If any dispute or difference of any kind (a "Dispute") arises between Municipality and County in connection with, or arising out of, this Agreement, the Municipality and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The

designated representatives of Municipality and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between parties to the extent in which the parties cannot resolve their disputes within reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation Municipality and County shall continue to perform their obligations under this Agreement subject to Court Order.

#### **ARTICLE X** **MISCELLANEOUS**

10.1 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

10.2 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms.

10.3 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served or emailed designated representatives set forth in this Agreement. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by email.

10.4 This Agreement is executed and intended to be performed in the State of Ohio and the laws of the State of Ohio shall govern its construction, interpretation and effect.

10.5 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

10.6 The parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

10.7 Each party to this Agreement has read and fully understands the terms and provisions hereof, has reviewed this Agreement with legal counsel, has executed this Agreement based

upon such party's own judgment and advice of counsel, and knowingly, voluntarily, and without duress, agrees to all of the terms set forth in this Agreement.

The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of authorship of any provision of this Agreement. Except as expressly set forth in this Agreement, neither the parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity with respect of the subject matter contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

\_\_\_\_\_ [Municipality]

By:   
CITY MANAGER

Date: 4-20-23

Approved as to Legal Form Only:

By: 

Ordinance of [Municipality] Council No. \_\_\_\_\_, adopted on \_\_\_/\_\_\_/\_\_\_

**ASHTABULA COUNTY BOARD OF COMMISSIONERS (COUNTY)**

Board Resolution No. 2022-\_\_\_ SEWA, adopted on \_\_\_/\_\_\_/\_\_\_

By:   
J. P. Duoro IV, President

Date: \_\_\_\_\_


By:   
Casey R. Kozlowski, Vice-President

Date: 5-23-23

By:   
Kathryn L. Whittington, Commissioner

Date: 5-23-23

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole, Esq., Prosecuting Attorney

upon such party's own judgment and advice of counsel, and knowingly, voluntarily, and without duress, agrees to all of the terms set forth in this Agreement.

The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of authorship of any provision of this Agreement. Except as expressly set forth in this Agreement, neither the parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity with respect of the subject matter contained herein.


IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

\_\_\_\_\_ [Municipality]

By:   
CITY MANAGER

Date: 4-20-23

Approved as to Legal Form Only:

By: 

Ordinance of [Municipality] Council No. \_\_\_\_\_, adopted on \_\_\_\_/\_\_\_\_/\_\_\_\_

**ASHTABULA COUNTY BOARD OF COMMISSIONERS (COUNTY)**

Board Resolution No. 2022-\_\_SEWA, adopted on \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_  
J. P. Ducro IV, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Casey R. Kozlowski, Vice-President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kathryn L. Whittington, Commissioner

Date: \_\_\_\_\_

Approved as to Legal Form Only:

By: \_\_\_\_\_  
Colleen M. O'Toole, Esq., Prosecuting Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

**The intent of this contract is for the Municipality to conduct inspection and maintenance services of Ashtabula County owned fire hydrants within assigned hydrant service routes in the Ashtabula County service territory, and conduct hydrant operation tests for Ashtabula County owned hydrants as identified by the Ashtabula County Department of Environmental Services (ACDES).**

#### **ACDES shall:**

- i. Direct and schedule all hydrant maintenance and inspection activities. All assigned work will be grouped together geographically to reduce travel time between hydrants.**
- ii. Be responsible for the cost of all fire hydrant repairs, including those brought about by traffic accidents, vandalism, or other causes.**

#### **MUNICIPALITY shall:**

- i. Inspect hydrants for proper operation and unhindered access according to specifications attached hereto and made a part hereof.**
- ii. Notify ASHTABULA COUNTY in writing of any maintenance requirements as soon as possible after such inspections and at any other time it becomes aware of maintenance requirements.**
- iii. Cooperate with ASHTABULA COUNTY in the identification of third parties responsible for damage to fire hydrants.**

### **SPECIFICATIONS**

#### **External Inspection and Routine Maintenance:**

- Check chains, make sure they allow the nozzle cap to turn freely.**
- Check all caps, make sure they all can be removed.**
- Remove all caps and lubricate threads. ASHTABULA COUNTY will provide lubricant.**
- With the caps on, open the hydrant to flush weep holes.**
- Confirm the hydrant has drained.**
- Check paint, remove all loose paint and repaint if necessary. ASHTABULA COUNTY will provide paint.**

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

6002.001.155-601; not to exceed \$18,000.00.

**Agreement Title: RESOLUTION APPROVING OPERATIONAL SUPPORT AGREEMENT WITH THE CITY OF GENEVA FOR HYDRANT INSPECTION AND MAINTENANCE SERVICES, ACDES**



**David Thomas, Ashtabula County  
Auditor**

Date: May 17, 2023