

RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, THE ASHTABULA COUNTY COMMISSIONERS AND GREAT LAKES COMMUNITY ACTION PARTNERSHIP TO PERFORM A RATE ANALYSIS STUDY FOR THE WATER AND SEWER DISTRIBUTION SYSTEMS UNDER THE DIRECTION OF ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, ACDES, SEWA

WHEREAS, Douglas Starkey, ACDES Director, requests a comprehensive study regarding water and sewer rates for the purposes of gaining information pertaining to possible rate adjustments that are found necessary; and

WHEREAS, Ashtabula County Department of Environmental Services; 36 West Walnut St, Jefferson Ohio 44047 and Great Lakes Community Action Partnership; 127 S Front St, Fremont, Ohio 43420 propose an agreement between parties with respect to rendering of these services, set forth as "Scope of Services" attached as exhibit "A" Independent Contractor Agreement; and

WHEREAS, the agreement shall have a term effective April 1, 2022 and will continue in effect through December 1, 2022 unless terminated sooner per Article VI of the agreement; and

WHEREAS, the amount of the agreement is Not to Exceed, \$15,000.00 payable from water fund (\$7,500) and sewer fund (\$7,500) and will be used for full compensation for services rendered pursuant to the agreement; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio:

Section 1. That Great Lakes Community Action Partnership (contractor) is to conduct a comprehensive rate study as set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the Ashtabula County Department of Environmental Services to move forward with the study.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were passed 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.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-107

February 17, 2022

RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, THE ASHTABULA COUNTY COMMISSIONERS AND GREAT LAKES COMMUNITY ACTION PARTNERSHIP TO PERFORM A RATE ANALYSIS STUDY FOR THE WATER AND SEWER DISTRIBUTION SYSTEMS UNDER THE DIRECTION OF ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, SEWA


Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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


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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between Ashtabula County ("Client"), with a principal place of business at 25 West Jefferson Street, Jefferson, Ohio 44047 and Great Lakes Community Action Partnership ("Contractor"), of Fremont, Ohio.

ARTICLE I - TERM OF CONTRACT

This Agreement will become effective April 1, 2022 and will continue in effect through December 1, 2022 unless terminated sooner as provided in Article VI of this Agreement.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. **Specific Services.** Contractor agrees to perform the services specified in the "Scope of Services" attached as exhibit "A" to this Agreement and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
3. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

ARTICLE III - COMPENSATION

4. **Compensation.** Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

ARTICLE IV - OBLIGATIONS OF CONTRACTOR

5. **Minimum Amount of Service.** Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
6. **Tools and Instrumentalities.** Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
7. **Waiver of Claims.** The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
8. **Assignment by Contractor.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

ARTICLE V - OBLIGATIONS OF CLIENT

9. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
10. **Assignment by Client.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

ARTICLE VI - TERMINATION OF AGREEMENT

11. **Termination on Notice.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
12. **Termination on Occurrence of Stated Events.** This Agreement shall terminate automatically on the occurrence of any of the following events:
 - A. Death, Total Incapacity or Dissolution of Contractor;
 - B. Assignment of this Agreement by either party without the consent of the other party;
 - C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
 - D. Contractor damages or misappropriates the Client's property or funds.
13. **Termination by Client for Default of Contractor.** If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.
14. **Termination by Contractor for Default of Client.** If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.
15. **Termination for Failure to Make Payments.** If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

ARTICLE VII - GENERAL PROVISIONS

16. **Notifications.** Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

Contractor:
Great Lakes Community Action Partnership
PO Box 590
127 S. Front St
Fremont, OH 43420

Client
Ashtabula County
25 West Jefferson Street
Jefferson, Ohio 44047
Email: JPDucro@ashtabulacounty.us

Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

18. Equal Employment Opportunity Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.

19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.

20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.

21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.

22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction.

23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.

24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

CONTRACTOR:
Great Lakes Community Action Partnership

CLIENT:
Ashtabula County

By: Kristin Woodall
Kristin Woodall
Director, Community Development

1/20/22
Date

By: J.P. Ducro IV
J.P. Ducro, President
Ashtabula County Board of Commissioners

2-17-22
Date

Exhibit A – Scope of Service

PROPOSED SCOPE OF SERVICES Rate Study Analysis for Water and Sanitary Sewer Utilities

Deliverable 1:

TEAMS Virtual meeting time, financial data entry, Debt Interpretation, Usage Analysis, Fixed vs. Variable Cost Organization, Typical Year Development:

Deliverable 1: \$10,000

Deliverable 2:

Mid way meeting, inflationary index adjustment, CIP analysis and implementation:

Deliverable 2: \$1,000

Deliverable 3:


Rate Final Adjustment, Preparation of Executive Summary Report, Presentation to Board:

Deliverable 3: \$4,000

Compensation:

- a. Total compensation will be \$15,000.00.
- b. Compensation will be paid on a deliverable basis as noted above.
- c. Client agrees to send payment within 30 days after receipt of each invoice.

Approved as to Legal Form Only:

By:  _____
Collen M. O'Toole
Ashtabula County Prosecutor

Date: _____