

## **SAMPLING AND INSPECTION AGREEMENT**

THIS SAMPLING AND INSPECTION AGREEMENT (the “Agreement”) is entered into by and between Lorain County Public Health (“LCPH”) and the City of Avon (the “City”), for the provision by LCPH of services to perform sampling of storm sewers located within the City and provide investigative services in order to facilitate the City’s compliance with its Ohio EPA National Pollutant Discharge Elimination System (“NPDES”) Permit for Storm Water Management.

### **A. DUTIES AND RESPONSIBILITIES.**

Upon request from the City, LCPH will collect samples for testing from selected locations within the City’s storm sewer system for E. Coli bacteria. The City Engineer will provide a list of storm water discharge pipes (hereinafter “Outfall Locations”) where sampling is warranted, as determined by the City’s prior inspection using the Ohio EPA Illicit Discharge inspection procedures. During the term of this Agreement, LCPH will perform sampling services in accordance with the following procedures:

- 1) Outfall Locations, as identified by the City, will be sampled during a dry weather period (minimum seventy-two (72) hours with no rain event).
- 2) Sample results will be provided to the City Engineer to be included within the City’s annual report to the Ohio EPA.
- 3) The City will provide employees and equipment necessary to open storm sewer manholes where and when needed for the purpose of collecting samples.

### **B. TERM.**

The term of this Agreement shall be from June 1, 2018 through December 31, 2019. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. However, prior to the effective date of termination, the parties agree to meet to discuss possible resolution of issues of concern. In the event this Agreement is terminated prior to December 31, 2019, LCPH shall, within twenty (20) calendar days after the effective date of termination, submit a certified progress report identifying all work that has been at least seventy-five (75%) completed as of the effective date of termination and an invoice for such work, which shall be paid by the City pursuant to this Agreement.

### **C. COMPENSATION.**

The City shall pay the LCPH the following amounts for services performed pursuant to this Agreement, subject to the appropriation of necessary funds by City Council as required by law:

- 1) The sum of One Hundred Dollars (\$100.00) per sample collected at the City's request.
- 2) The sum of One Hundred Dollars (\$100.00) for each sample requested by the City where the LCPH was unable to collect the requested sample due to lack of flow at the Outfall Location at the time of visit.
- 3) Upon an investigation request by the City, the sum One Hundred Dollars (\$100.00) per hour, or any part thereof, for the total elapsed time dedicated to the investigation, assisting with the investigation or otherwise resolving a confirmed illicit discharge.

D. PAYMENT.

LCPH shall submit an invoice to the City for payments due hereunder within thirty (30) calendar days of completion of such service.

E. INDEPENDENT CONTRACTORS.

LCPH is performing its duties and responsibilities under this Agreement as an independent contractor and not as an agent or employee of the City. LCPH shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, contractors, subcontractors or agents to the extent permitted by applicable law.

F. LIABILITY AND INSURANCE

Each party to this Agreement agrees to assume liability for its own actions and responsibilities under this Agreement. Each party shall be solely liable for its own debt, obligations, acts and omissions, including the payment of all tax liabilities, including, without limitation, federal, state and local withholdings, Public Employers Retirement Contributions, workers' compensation, and any other taxes or benefits on behalf of its employees.

The parties to this Agreement agree to maintain at all times during the time of this Agreement, comprehensive general and professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injury or death to one (1) person in any accident or occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for injury or death for more than one (1) person.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Sampling and Inspection Agreement as of the dates indicated below.

BOARD OF HEALTH FOR LORAIN  
COUNTY PUBLIC HEALTH

CITY OF AVON

\_\_\_\_\_  
By: David Covell, MPH, RS

\_\_\_\_\_  
Bryan K. Jensen, Mayor of Avon

Title: Health Commissioner

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
John Gasior, Law Director

Title: \_\_\_\_\_