

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2025-16

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS TO PROVIDE CERTAIN SERVICES RELATIVE TO THE CITY SEWERS, AS DETERMINED FROM TIME-TO-TIME, TO FURTHER ADVANCE THE CITY'S SANITARY AND STORM SEWER MAINTENANCE PROGRAM, APPROPRIATING THE FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Berea owns and operates certain sanitary and storm sewers, catch basins, manholes, culverts and storm water detention and retention basins located in the public rights-of-way and in or along easements, excluding any sanitary sewers owned and maintained by the Northeast Ohio Regional Sewer District; and

WHEREAS, pursuant to Ordinance No. 2017-34, the City of Berea entered into a contract with the Cuyahoga County Department of Public Works for provide certain services relative to the city sewers, as determined from time-to-time, to further advance the City's sanitary and storm sewer maintenance program; and

WHEREAS, the Council of the City of Berea subsequently authorized extending the contract through eight yearly amendments; and

WHEREAS, the City wishes to enter into a new contract with the Cuyahoga County Department of Public Works to provide the same services, commencing April 1, 2025; and

WHEREAS, the City desires that that the County direct bill the City for performing said services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Director of Public Service be, and hereby is, authorized to enter into a contract in substantially the same form as Exhibit A, which is attached hereto and incorporated herein by reference, with the Cuyahoga County Department of Public Works to provide certain services relative to the City sewers, as determined from time-to-time, to further advance the City's sanitary and storm sewer maintenance program for an amount not to exceed \$975,000.

BEREA CITY COUNCIL

City of Berea, Ohio

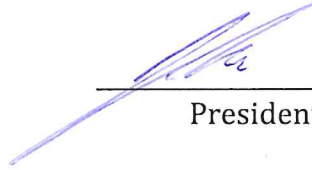
ORDINANCE NO. 2025-16

SECTION 2. That the Director of Finance be, and hereby is, authorized and directed to pay out such contract sum(s) and charge the same to, and the funds therefor are hereby appropriated from, the Sewer Capital Improvement Fund, designated for accounting purposes as Fund No. 420 and the Sewer Revenue Fund, designated for accounting purposes as Fund No. 520, for the purposes set forth in Section 1 hereinabove.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

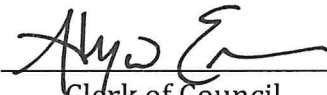
SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that certain services relative to the City's sanitary and storm sewer maintenance program may be immediately commenced. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: March 17, 2025



President of Council

ATTEST:



Clerk of Council

APPROVED:

March 17, 2025


Mayor

APPROVED AS TO FORM:



Director of Law

2025 DIRECT BILL CONTRACT

for

SANITARY & STORM SEWER MAINTENANCE

by and between

CUYAHOGA COUNTY, OHIO

and the

CITY OF BEREA, OHIO

THIS CONTRACT (the “Contract”), effective as of **April 1, 2025** (the “Effective Date”), is made and entered into by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the “County”) and **City of Berea, Ohio** (“City”), a municipal organization, having a principal place of business at 11 Berea Commons, Berea, OH 44017.

WHEREAS, the entire territory within the limits of the City is designated as County Sewer district 8; and

WHEREAS, City is serviced by sanitary and storm sewers; and

WHEREAS, City owns and operates certain sanitary and storm sewers, catch basins, manholes, culverts, and storm water detention and retention basins located in the public right of way and in or along easements (hereafter referred to as the “City Sewers”), excluding any sanitary sewers owned and maintained by the Northeast Ohio Regional Sewer District (hereinafter NEORSDD). Future improvements to the City Sewers or newly constructed City Sewers may similarly be owned by the City; and

WHEREAS, the City desires to retain the County to perform certain services relative to the City Sewers, as determined from time-to-time, to further advance the City’s sanitary and storm sewer maintenance program as part of County Sewer District 8; and

WHEREAS, the City desires the County to direct bill the City for performing said services as indicated in the Hourly Rate Sheet, attached hereto as **Exhibit A**; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and the County agree as follows:

SECTION I. AGREEMENT AND TERM

- A. Scope of Agreement. During the Term of this Contract, County shall provide storm and sanitary sewer system services (“Services”) to the City pursuant to the tasks and associated hourly rates as listed in Exhibit A, which is fully incorporated into this Contract. If a

discrepancy exists between the terms of the Exhibit and this Contract, the terms of this Contract will be controlling and binding. Any discrepancy that exists between the terms of the Exhibit and the Contract will be interpreted in favor of the County.

- (1) Upon written request from the City, the County agrees to provide the following storm and sanitary sewer system services ("Core Services") to the City:
 - a. Mainline storm and sanitary sewer cleaning and televising; and
 - b. Maintenance and repair of mainline storm and sanitary sewers in the public right-of-way of public easements; and
 - c. Maintenance and repair of storm and sanitary sewer lateral services lines in the public right-of-way and public easements. County shall not be responsible for cleaning storm and sanitary sewer lateral service lines and lateral connections located on private property; and
 - d. Engineering services; and
 - e. Pump station maintenance; and
 - f. Cleaning, maintenance, and repair of catch basins and manholes; and
 - g. Construction inspection; and
 - h. Emergency services such as sewer backups, breaks and other malfunctions of the City Sewers as described herein; and
 - i. Inflow and infiltration inspection.

The Parties agree that the City may, by written submission, request additional services from the County in addition to Core Services. The City agrees to pay the actual cost incurred by the County in providing such additional services, including an appropriate amount of overhead attributable to the performance of these services. The Parties further agree that the actual costs incurred by the County for services performed by parties other than employees of the Cuyahoga County Public Works Department may include an appropriate amount of overhead attributable to the performance of these services.

- (2) Each request for Core Services from the City shall include all existing record plans, a map describing the area where the work is to be performed and a detailed scope of services.
- (3) In response to the City's request, the County will perform a field investigation and prepare a cost estimate for the Core Services described in the detailed scope of services submitted by the City. The County will bill the City for the actual number of hours expended for performing a cost estimate for each request. If the County determines that the request for Core Services necessitates additional work than originally estimated, the County will contact the City for further instruction on how to proceed. The County shall start performing the Core Services requested by the City upon receiving written approval from the City.
- (4) In addition to Core Services, the City may request Emergency Services from the County, including, but not limited to, response to sewer backups, sewer breaks, and other malfunctions of the City Sewers. In the event the City requires the County to

perform Emergency Services, the City shall submit to the County a description of the scope of services for a specific location. The County will make its best efforts to respond within two (2) hours of receipt of a written or verbal request for Emergency Service, except in circumstances of extreme weather or other circumstances beyond its control. In any such circumstances that prevent the response by the County in this time period, the County shall advise the City verbally or in writing immediately and provide an alternative time for response.

- (5) The City shall be responsible for acquiring and paying for any and all permits, easements, and rights of entry necessary for the construction, operation, maintenance, and repair of City Sewers requested by the City to be performed by the County.
- (6) If the City determines that there is any imminent risk to public safety or property, the City may suspend the work of the County immediately upon verbal or written notice and shall provide a written explanation of the suspension and steps needed to resume work.

B. Term.

- (1) The initial term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of **one (1) year from the Effective Date, from April 1, 2025, through March 31, 2026.**
- (2) The Parties may exercise the option to renew this Contract for an additional term of twelve (12) calendar months thereafter if both parties agree in writing.

C. Cost. The total cost of this Contract **shall not exceed nine hundred seventy-five thousand dollars (\$975,000.00).**

- (1) In consideration for providing the Core Services, including performing preliminary field investigations and cost estimates, the City shall pay the County according to the rate structure set forth in the Hourly Rate Schedule, attached hereto and incorporated in this Contract as Exhibit A. The City agrees that the Hourly Rate Schedule applies only to Core Services performed by Parties other than employees of the County. All other Core Services performed by parties other than employees of the County will be billed for actual costs incurred. The County agrees to provide the City with six (6) months' advance notice of any sanitary rate increase.
- (2) In consideration for performing Emergency Services, the City shall pay the County on a time and materials/force account basis. In the event the emergency services are performed by parties other than employees of the Sewer Division, the City shall pay for actual costs incurred by the County.
- (3) The County shall provide detailed invoices to the City after completion of Core Services and emergency services, but no more frequently than monthly. The

invoices shall provide a detailed explanation of the work completed, the time for completion, the hourly rate, or if a lump sum is agreed to, the agreed price.

- (4) The total amount to be paid by the City to the County for work performed under this Contract shall not exceed \$975,000.00, as stated above, unless the City agrees in writing to additional compensation. The County shall not provide any services under this Contract that would cause the contract amount for the year 2025 to exceed the maximum amount stated in this paragraph unless the City has agreed in writing to pay the additional compensation.

SECTION II. PAYMENT AND INVOICING

- A. Invoicing. The County shall invoice the City monthly for the Services outlined in the Exhibits upon execution of this Contract. The County shall submit original invoice(s) to the following address:
- B. Payment. During the Term of this Contract, the City shall pay the County monthly for the Services outlined in the Exhibits upon receipt and approval of said invoice by the City. The City shall pay any invoice within thirty (30) days after receipt unless the City advises the County of any discrepancy in the invoice. Once any claimed discrepancy is resolved, the City shall pay within thirty (30) days thereafter. No interest, fees, or charges shall be added to any invoice.

City of Berea, Ohio
Director of Public Works
11 Berea Commons
Berea, Ohio 44017

The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

- C. Unauthorized Services. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before any services can be rendered.

SECTION III. INDEMNITY AND LIABILITY

- A. Indemnification. Both Parties acknowledge that, as political subdivisions of the State of Ohio, neither Party can indemnify any person or entity. Both Parties agree that no provision of this Contract or any other contract or agreement between City and the County may be interpreted to obligate either Party to indemnify or defend the other Party or any other party thereto.
- B. Each Party assumes responsibility for its own acts, omissions, negligence, and intentional acts that may cause damage or injury.

SECTION IV. TERMINATION

- A. Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default." If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. The County, however, shall be paid for all services and/or materials provided on or prior to the date of termination.
- B. Termination for Financial Instability. In the event that City becomes financially unstable to the point of ceasing to conduct business in the normal course, making a general assignment for the benefit of creditors, or suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against City of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.
- C. Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of the County, City will be entitled to compensation for any Services that City has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County. If the City determines that there is any imminent risk to public safety or property, the City may suspend the work of the County immediately upon verbal or written notice and shall provide a written explanation of the suspension and steps needed to resume work.

SECTION V. CONFIDENTIALITY

- A. Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder.

B. Disclosure. The Recipient shall

- (1) Maintain the confidentiality of any Information disclosed;
- (2) Not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract;
- (3) Not use Information except for the limited purpose of the commercial relationship between the parties; and
- (4) Protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care).

The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

C. Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove:

- (1) Is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient;
- (2) Comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient;
- (3) Is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions;
- (4) Is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or
- (5) Is developed independently by the Recipient without making use of any information received from the Disclosing Party.

- D. Release. In the event that the Recipient or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Recipient will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Recipient will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Recipient will furnish only that portion of the Information which is legally required.

SECTION VI. OWNERSHIP

- A. Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.
- B. Data. All data, documents and information provided to City by the County shall remain County property and shall be kept confidential in accordance with this Agreement. Upon termination of this Contract, unless expressly agreed to otherwise in writing, City shall return all County owned data, documents, and information.
- C. Ownership and Construction of Sewers.
- (1) The City owns and operates all City Sewers, as defined herein, within its municipal limits.
 - (2) The City shall be responsible for the construction, extension, or expansion of the City Sewers.
 - (3) Before the City constructs, extends, or expands any City Sewers, the plans shall be reviewed and approved by the City's Engineer. The County shall review the plans, if requested by the City, per the established rate structure. The parties agree that the design for such work will be in accordance with the Uniform Standards for Sewage Improvements dated December 2019 and the County Rules and Regulations dated December 2019, and as such standards, rules, and regulation may be hereafter amended.
 - (4) Except as otherwise provided herein, any construction, extension, or expansion of any sanitary and/or storm sewer main lines, catch basins, catch basin laterals, manholes, culverts, and storm water detention and retention basins shall be paid for, permitted, performed, and inspected by the City. The County shall inspect new work or construction, if requested by the City. The County shall invoice the City for the costs of such inspection in accordance with the established rate structure.

SECTION VII. MISCELLANEOUS

- A. Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified

mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Public Works
2079 East 9th Street
Cleveland, Ohio 44115

With an electronic copy sent to:

Law-ContractingProcurementRealEstate@cuyahogacounty.us

In the case of City:

City of Berea, Ohio
Director of Public Works
11 Berea Commons
Berea, Ohio 44017

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

- B. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- C. Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which the parties have expressly agreed shall survive any such termination or expiration or remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- D. Record Audit Retention. City agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should City be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

- E. Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. City hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- F. Assignment. City shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.
- G. Ethics Requirements. City agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by City shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>
- H. Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.
- I. Findings and Recovery. City represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and City must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.
- J. Good Standing. City is in good standings and has the full legal authority to enter into this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the Term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2

C.F.R. Part 180, City certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

- K. Conflicts of Interest. City personnel may not acquire any personal interest that conflicts with City's responsibilities under this Contract. Additionally, City will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under City's control, if such an interest would conflict with that official's or employee's duties. City will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. City will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- L. Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.
- M. Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.
- N. Independent Contractor. It is fully understood and agreed that County an independent contractor and is not an agent, servant, or employee of the City with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by City for work performed under the terms of this contract. The County declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will indemnify and save harmless Cuyahoga County from such contributions or taxes or liabilities.
- O. Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

- P. Equal Employment Opportunity. City will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.
- Q. Drug-Free Workplace. City must comply with all applicable state and federal laws regarding keeping a drug-free workplace. City must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- R. Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.
- S. Anti-Discrimination. City agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of City to provide equal opportunity to all businesspersons seeking to contact, or otherwise interested in contracting with City, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of City to enter into any particular agreements.
- T. Public Records Law. Notwithstanding any provision of this Contract to the contrary, City acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as “Confidential Information” or labeled as such by City, the County will promptly provide notice of the request for information so that City may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with City.
- U. No Apparent Authority/Proper Approvals. City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.
- V. Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with City for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by City and such entity.
- W. Annual Appropriations. All of the County’s obligations under the Contract are contingent upon the County Council’s appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify City

of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

SECTION VIII. ELECTRONIC SIGNATURE

CITY AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the County and City have executed this Contract effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO

BY: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

And

CITY OF BEREA, OHIO

BY: _____

Name: _____

Title: _____



EXHIBIT A

2025 HOURLY RATES

	2025 RATE
100 ADMINISTRATIVE	70.00
120 ENGINEERING - GENERAL SANITARY	130.00
124 ENGINEERING - GENERAL STORM	130.00
200 TV INSPECTION - SANITARY SEWERS	330.00
201 TV INSPECTION - STORM SEWERS	330.00
222 JETTING -HOUSE LATERALS	330.00
223 JETTING CATCH BASINS	290.00
225 JETTING - PS/WWTP: TANKS/WELLS	330.00
226 JETTING & VAC SAN	330.00
227 JETTING & VAC STORM	330.00
228 JETTING - OTHER	330.00
300 HOUSE LATERAL MAINTENANCE/LATERAL T.V.	300.00
400 I/I - METERING, SMOKE, DYE, MANHOLE	280.00
404 I/I - OTHER/ OUPS	170.00
406 I/I - METERING MONTHLY RATE - EQUIPMENT	170.00
500 CONSTRUCTION/REPAIR - SANITARY MAIN	430.00
501 CONSTRUCTION/REPAIR - STORM MAIN	430.00
502 CONSTRUCTION/REPAIR/LOCATE - SANITARY LATERAL, M.H, C.B	430.00
503 CONSTRUCTION/REPAIR/LOCATE - STORM LATERAL, M.H., C.B.	430.00
511 CONSTRUCTION/REPAIR - LANDSCAPING	430.00
512 CONSTRUCTION REPAIR - OTHER	430.00
513 CONSTRUCTION REPAIR - PUMPING ACTIVITIES	430.00
514 CONSTRUCTION REPAIR - FORCE MAIN	430.00
700 PS - O&M (1-MAN CREW)	170.00
702 PS - O&M (2-MAN CREW)	240.00
800 WWTP - O&M (1 MAN CREW)	170.00
802 WWTP - O&M (2 MAN CREW)	240.00
900 PERMITS/RECORDS	80.00
901 INSPECTION - GENERAL	80.00
902 INSPECTION - PRIVATE/COMMERCIAL	80.00
903 INSPECTION - HOUSE/V-MEASUREMENTS	80.00
906 INSPECTION - MAIN LINE CONSTRUCTION	80.00
STREET SWEEPING - CITY DISPOSAL	220.00
STREET SWEEPING - COUNTY DISPOSAL	330.00
MATERIAL LUMP SUM - CONSTRUCTION EXTRA ITEMS	COST