

**ORDINANCE NO. 2021-037**


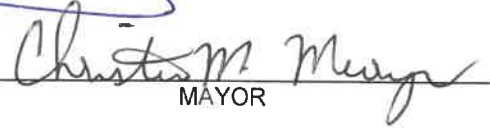
**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HANCOCK COUNTY COMBINED GENERAL HEALTH DISTRICT, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor of the City of Findlay, Ohio be and she is hereby authorized to enter into a Memorandum of Understanding with the "Hancock County Combined General Health District" as attached hereto as Exhibit A.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said MOU so that said flood reduction efforts may proceed, and so that all backflow preventive measures may be adequately inspected.

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
\_\_\_\_\_  
PRESIDENT OF COUNCIL  
  
\_\_\_\_\_  
MAYOR

PASSED May 18, 2021

ATTEST Denise DeVore  
CLERK OF COUNCIL

APPROVED May 18, 2021

## **Memorandum of Understanding**

This agreement is made and entered into by and between the Hancock County Combined General Health District, hereinafter referred to as "HANCOCK PUBLIC HEALTH", and the City of Findlay. This contract will become effective as of the date signed by the Mayor or designee of the City of Findlay and by the President of HANCOCK PUBLIC HEALTH;

**WHEREAS**, HANCOCK PUBLIC HEALTH has the technical ability and resources to provide testing and repair of isolation backflow devices.

**NOW THEREFORE**, the parties hereto each in consideration of the mutual promises and obligations assumed herein by the other agree as follows:

### **Section 1-Services:**

- (A) The following services will be rendered by the City of Findlay to HANCOCK PUBLIC HEALTH in return for the satisfactory performance of the items specified above and as referenced below.
  - 1. Maintain the data base of all isolation backflows registered with HANCOCK PUBLIC HEALTH and keep it up to date.
  - 2. Bill the appropriate business and/or industrial clients for the documentation fee required for each isolation backflow.
  - 3. Collect the required documentation fee due with each isolation backflow inspection.
  
- (B) The following services will be rendered by HANCOCK PUBLIC HEALTH to the City of Findlay:
  - 1. Test all isolation backflow devices in City of Findlay owned buildings.
  - 2. Repair all City owned isolation backflow devices in City of Findlay owned buildings.
  - 3. HANCOCK PUBLIC HEALTH will bill \$41.00/hour for labor not to exceed \$2,460.00
  - 4. HANCOCK PUBLIC HEALTH will split the documentation fee with the City of Findlay at a rate of \$12.50 for HANCOCK PUBLIC HEALTH and \$12.50 for the City of Findlay to have the responsibility to administer, collect, and retain any fees necessary pertaining to such isolation devices.

See attached sheets of the backflows that will be worked on.

### **Section 2-Term of Contract:**

This contract shall be in effect for two years from January 1, 2021, until December 31, 2022, and will be reviewed annually by the City of Findlay and HANCOCK PUBLIC HEALTH at least forty-five (45) days before the termination date. During the review either party may propose changes to any part of the contract. If any changes are agreed upon by both parties then an amendment to this contract will be drawn up and signed within thirty (30) days of the termination date of this agreement as to the substance of the changes. If during the annual review it is agreed by both parties that the terms of the contract are to remain unchanged, then a representative with the proper authority from each party will sign and date the contract to indicate acceptance and continuation of the existing contract or will execute an amendment thereto renewing or extending this contract.

**Section 3-Termination:**

This contract may be terminated for any reason by the Mayor of the City of Findlay or by the President of HANCOCK PUBLIC HEALTH upon thirty (30) days written notice declaring said parties intent to terminate said agreement.

**Section 4-Liability:**

It is mutually agreed that in no case shall HANCOCKPUBLIC HEALTH, its agents, assigns, contractual obliges or personnel be held liable in damages to the City of Findlay, or personnel, for any damages or injuries occurring to persons or property which may occur as a result of non-performance including but not limited to errors and omissions.

**Section 5-Independent Contractor Clause/Severability:**

- (A) The relationship between the City of Findlay and HANCOCK PUBLIC HEALTH will be that of an independent contractor and no principal-agent or employer-employee relationship is created by this agreement. City of Findlay/"CONTRACTOR" will be responsible for all costs related to the employment of individuals, including but not limited to income withholding, workers' compensation, and unemployment insurance.
- (B) Severability-If any section, sub-section, sentence, clause, phrase or portion of this agreement shall for any reason be held unenforceable, or unconstitutional by any court of competent jurisdiction, such portion of this agreement shall be deemed a separate, distinct, and independent provision and holding shall affect the validity of the remaining portions hereof.

**Section 6-Notice:**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by facsimile, and such notices shall be addressed as follows:

Mayor City of Findlay  
City of Findlay  
318 Dorney Plaza, Room 310  
Findlay, Ohio 45840  
Phone: 419-424-7137  
Fax: 419-424-7245

Board of Health President  
Hancock County Combined General Health District  
2225 Keith Parkway  
Findlay, Ohio 45840  
Phone: 419-424-7870  
Fax: 419-424-7872

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective upon proof of delivery or within five (5) days or proof of mailing, whichever is earlier. Any notice given by facsimile shall be effective within two (2) business days of being sent or when evidenced by a confirmation of receipt.

**IN WITNESS WHEREOF**, the undersigned have caused to be executed this Agreement on the date last written below.

HANCOCK COUNTY COMBINED  
GENERAL HEALTH DISTRICT

City of Findlay

\_\_\_\_\_  
Board of Health President

\_\_\_\_\_  
Mayor Christina M. Muryrn

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Lucinda M. Land  
Assistant Hancock County Prosecutor

\_\_\_\_\_  
Donald J. Rasmussen  
City of Findlay Director of Law

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

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