

1st reading 11-7-18
2nd reading 11-14-18
Sug 3rd reading 11-14-18
Voted On 11-14-18
Ayes: 7 Nays: 0
PASSED ☒ DEFEATED ☐

ORDINANCE NO. 2018-42

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE VILLAGE OF MORELAND
HILLS FOR THE JOINT PURCHASE AND OPERATION
OF A SEWER CAMERA AND LOCATOR AND
DECLARING AN EMERGENCY.**

WHEREAS, Orange Village operations require the use of a sewer camera and locator;
and

WHEREAS, the sewer camera and locator will be used periodically throughout the year;
and

WHEREAS, Orange Village and the Village of Moreland Hills have agreed to jointly
purchase a sewer camera and locator to be used by the communities according to a mutually
agreed upon schedule; and

WHEREAS, Orange Village and the Village of Moreland Hills have agreed to enter into
a Joint Purchase Agreement that identifies the obligations and responsibilities of each party; and

WHEREAS, this Council desires to authorize the Mayor to enter into the Joint Purchase
Agreement with the Village of Moreland Hills.

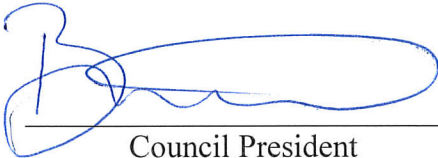
**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE
VILLAGE, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a
Joint Purchase Agreement with the Village of Moreland Hills for the joint purchase and
operation of a sewer camera and locator. A draft of the Joint Purchase Agreement is appended
hereto and incorporated herein by reference, provided that such agreement shall be amended as
determined necessary by the Law Director to protect the interests of Orange Village. The Mayor
may execute such further documentation and perform such additional actions as may be
necessary to accomplish the purposes of the Joint Purchase Agreement.

SECTION 2. That the actions of this Council concerning and relating to the passage of
this legislation were adopted in lawful meetings of this Council and that all deliberations of this
Council and of any of its committees that resulted in such formal action were held in compliance
with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, that this Ordinance must be immediately effective so that the Village may enter into the Joint Purchase Agreement with the Village of Moreland Hills for the purchase and operation of a sewer camera and locator, thereby enable the Village to timely perform routine repair and maintenance as may be necessary to protect the public health, safety and welfare; wherefore, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

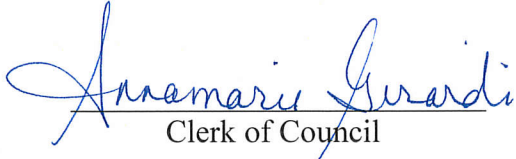
PASSED: Nov. 14, 2018


Council President

Submitted to the Mayor for
approval on this 14 day of Nov., 2018

Approved by the Mayor this
14th day of Nov, 2018

ATTEST:


Clerk of Council


Mayor

EXHIBIT A

Joint Purchase Agreement

Village of Moreland Hills

Orange Village

For the Joint Purchase and Operation of a sewer camera and locator

Parties

This Agreement is entered into pursuant Ohio Law between the Village of Moreland Hills (Moreland Hills) and Orange Village (Orange), both of which are Ohio Municipal Corporations within Cuyahoga County, Ohio. Moreland Hills and Orange Village may be referred to herein individually and collectively as "Municipality," "Municipalities," "Village," "Villages," and/or "Parties."

Purpose

The purpose of this agreement is to define the process by which a sewer camera and locator will be jointly acquired, operated, and financed by the municipalities to facilitate cost savings and efficiencies not available to each Municipality acting individually.

Agreement

Now, therefore, in consideration of the mutual undertakings herein expressed, Moreland Hills and Orange Village agree as follows:

1. Purchase Process

Orange Village will oversee the purchase of the sewer camera and locator in consultation with Moreland Hills. The following provisions shall guide the purchase:

- a. Authority to process is authorized by Orange Village Council and the Moreland Hills Council authorizing legislation and funding approval.
- b. The sewer camera and locator shall be a **Pearpoint P342 Sewer Camera** excavator with standard equipment as specified. Purchase price shall be **\$10,350.00**.
- c. The Village Councils of Moreland Hills and Orange Village must approve the purchase of the sewer camera and locator by authorizing legislation and funding approval.
- d. The sewer camera and locator shall be purchased as soon as practical with the goal of having it available for operation no later than November 15, 2018. Orange Village shall purchase the sewer camera and locator.

2. Operations and Maintenance

- a. The sewer camera and locator will be housed primarily in Orange Village and suitable indoor protection shall be provided. When in use at Moreland Hills, they shall provide suitable, indoor protection for the sewer camera and locator.
- b. Each Municipality will be responsible for cleaning and daily maintenance while in its use and any cost and liabilities associated with the same.

- c. The Service Director for each Municipality shall establish a daily schedule for the operator(s) of the sewer camera and locator to follow to ensure the sewer camera and locator is properly maintained.
 - d. Each Municipality shall designate at least one person to be trained on the operation and maintenance of the sewer camera and locator from the vendor/manufacturer. Any new operator shall be trained by their respective Municipality. In no event shall an employee operate the sewer camera and locator who has not been properly trained. Each Municipality shall document the training received by each employee.
 - e. The Service Directors shall have the responsibility for creating an agreed upon yearly schedule of use for all Municipalities involved.
 - f. Nothing in this agreement shall be construed as or interpreted as preventing the respective Service Directors from modifying these arrangements when they deem it mutually beneficial. Furthermore, each Municipality will cooperate with the other to accommodate special or emergency needs that could not reasonably have been anticipated.
 - g. Orange Village shall insure the sewer camera and locator through its normal insurer. Should the sewer camera and locator be damaged as a result of negligence on the part of the operator, then the Municipality whose operator caused the negligent act shall be responsible for the cost to repair said damage. Should a negligent act of a Municipality result in an insurance claim, then the Municipality shall be responsible for reimbursing Orange Village for any additional costs incurred as a result of the insurance claim based on calculations provided by the carrier documenting the additional cost.
3. Financial Relationship and Responsibilities
- a. Orange Village shall issue full payment for the sewer camera and locator based on the terms of the purchase. Moreland Hills shall remit their share (one half) within thirty (30) days of Orange Villages' remittance to the vendor. Orange Village shall provide copies of all invoices or other records deemed necessary by the Municipalities relative to the purchase.
 - b. The cost of the acquisition shall be divided equally.
 - c. Annual Final Costs. Orange Village will be responsible for primary maintenance and will establish and track costs associated with the operation of the sewer camera and locator. Cost to be included in the operation account will be, repair cost, replacement parts, supplies, and labor related to the maintenance/repair, staff time expended for maintenance activities not associated with daily operations charged at hourly rates with benefits, insurance, contracted maintenance, cleaning, etc. To the extent that any Municipality incurs these costs in association with its usage of the sewer camera and locator, they shall provide copies of invoices documenting said expenses; the total of which shall also be accounted for in the final allocation of costs. The final allocation of costs shall be based upon a proration of hours of use by each Municipality including travel time as documented by the sewer camera and locator. All Municipalities pledge to cooperate in good faith to resolve any logistical issues associated with this provision and will endeavor to manage expenses in a cost effective manner. Orange Village shall calculate final annual cost each calendar year and shall provide all Municipalities a statement of final costs on or before February 1st of each year for prior calendar year that invoices each Municipality their appropriate share. Each Municipality agrees to pay their Municipality's share on or before March 1st of each year for the prior calendar year. In the event any Municipality fails to do so, Orange Village reserves the right to deny access to the mini excavator until such payment is made to Orange Village.

Employee Responsibility

No person engaged in the work to be performed by Orange Village shall be considered an employee of Moreland Hills for any purpose, including Worker's Compensation, nor shall any claim arise out of such usage be deemed to arise out of an employment relationship. Any claims made by any third party as a consequence of any act or omission on the part of said Orange Village employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Moreland Hills.

No person engaged in the work to be performed by Moreland Hills shall be considered an employee of Orange Village for any purpose, including Worker's Compensation, nor shall any claim arise out of such usage be deemed to arise out of an employment relationship. Any claims made by any third party as a consequence of any act or omission on the part of said Moreland Hills employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Orange Village.

Dispute Resolution

Any dispute that cannot be resolved by the Service Directors under this agreement shall first be discussed between the Mayors of each respective Municipality within ten (10) days of written notice from one Municipality to the other. This agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the Laws of Ohio. Any controversy or claim, whether based upon agreement, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this agreement, whether between the parties, or of either of the parties' employees, agents, or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

Duration of Agreement

This Agreement shall continue for a ten (10) year initial term and shall renew annually thereafter for the usable life of the sewer camera and locator. Either party may terminate this agreement after the initial term with 12 months written notice to the other Municipality. The Municipality cancelling this agreement shall be paid its share of the depreciated value of the mini excavator as determined by a qualified appraiser, mutually agreed to by each Municipality, at the effective date of cancellation. Each Municipality agrees that at the end of the useful life of the sewer camera and locator, the sewer camera and locator may be traded in and a new sewer camera and locator purchased in accordance with the terms and conditions of this agreement and any amendments thereto. In the alternative, each Municipality agrees that the sewer camera and locator may be auctioned or sold in a similar open manner agreed to by each Municipality and the proceeds from such action or sale will be split equally between Orange Village and Moreland Hills.

Successors Bound

This agreement shall be binding upon and insure to the benefit of any successor governmental subdivision of the parties.

Completeness of the agreement

This document contains all the terms and conditions of this agreement, and any alterations or variations of the terms of this agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations or agreements, written or oral, not incorporated herein. If any part of this agreement is declared null and void by law, the remaining paragraphs of said agreement shall be valid.

Notices

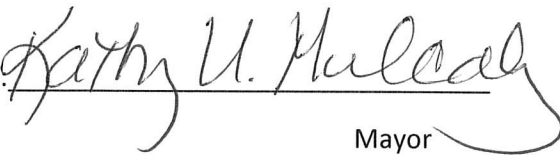
Whenever it shall be required or permitted by this agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until notice of such address has been given:

Mayor
Orange Village
4600 Lander Rd.
Orange Village, Ohio 44022

Mayor
Village of Moreland Hills
4350 SOM Center Road
Moreland Hills, OH 44022

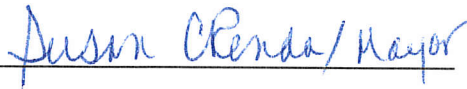
IN WITNESS WHEREOF, Orange Village and Moreland Hills have caused this Agreement to be executed by authority of their respective Municipalities councils.

Orange Village

BY: 
Mayor

Pursuant to Council authorization granted at Council meeting held on the 14th day of November 2018

Village of Moreland Hills

BY: 

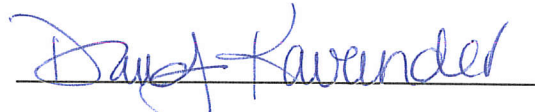
Mayor

Pursuant to Council authorization granted at Council meeting held on the 14th day of November, 2018

ORANGE VILLAGE FINANCIAL CERTIFICATION

I, David Bloom, Fiscal Officer of Orange Village, Ohio, hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been appropriated and are unencumbered and are either in the treasury or in the process of collection.

11-14-18, 2018



Dana Kavander, Fiscal Officer

Orange Village, Ohio

VILLAGE OF MORELAND HILLS FINANCIAL CERTIFICATION

I, Prashant Shah, Fiscal Officer of the Village of Moreland Hills, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been appropriated and are unencumbered and are either in the treasury or in the process of collection.

November 14,, 2018



Prashant Shah, Fiscal Officer
Village of Moreland Hills, Ohio

ORDINANCE NO: 2018-65

INTRODUCED BY: Mr. Richman

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ORANGE VILLAGE FOR THE JOINT PURCHASE AND OPERATION OF A SEWER CAMERA AND LOCATOR, AND DECLARING AN EMERGENCY.

WHEREAS, the operations of the Village of Moreland Hills require the use of a sewer camera and locator periodically throughout the year; and

WHEREAS, the Village of Moreland Hills and Orange Village have agreed to jointly purchase a Pearpoint P342 sewer camera and locator to be used by the communities according to a mutually agreed upon schedule; and

WHEREAS, the Village of Moreland Hills and Orange Village have agreed to enter into a Joint Purchase Agreement that identifies the obligations and responsibilities of each party; and

WHEREAS, the total cost of the sewer camera and locator to both communities is Ten Thousand Three Hundred Fifty dollars (\$10,350.00) and the Village of Moreland Hills' share of this cost shall be fifty percent, or Five Thousand One Hundred Seventy-Five dollars (\$5,175.00); and

WHEREAS, pursuant to the terms of the Joint Purchase Agreement, the parties shall also share in the cost of maintenance and insurance for the sewer camera and locator; and

WHEREAS, Council desires to authorize the Mayor to enter into the Joint Purchase Agreement with Orange Village.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MORELAND HILLS, COUNTY OF CUYAHOGA, STATE OF OHIO, THAT:

Section 1: The Mayor be and is hereby authorized and directed to enter into a Joint Purchase Agreement with Orange Village for the joint purchase and operation of a Pearpoint P342 sewer camera and locator, in a form substantially similar to the agreement attached hereto as Exhibit "A" subject to the final approval of the Mayor and Law Director.

Section 2: It is hereby found and determined that each and every formal action of this Council concerning and relating to the adoption of this Ordinance was taken in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in each such formal action, were conducted in meetings open to the public and in compliance with all legal requirements, including Ohio Revised Code Section 121.22.