

ORDINANCE NO. C-58-78

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE CITY OF COLUMBUS FOR WATER MAINTENANCE SERVICE CONTRACT AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Grove City has agreed to furnish the service of an employee to provide operational and maintenance services to the City of Columbus, Division of Water; and

WHEREAS, the City of Grove City and the City of Columbus have agreed upon an annual reimbursement to the City of Grove City for the cost of providing said services; and

WHEREAS, an emergency exists in the usual daily operations in the Division of Water, in that it is immediately necessary to enter into a new contract for services performed and to provide for uninterrupted operational and maintenance services for the preservation of public health, safety and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

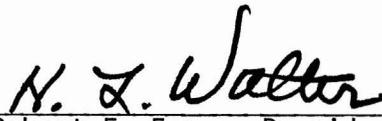
SECTION 1. The Mayor is hereby authorized and directed to enter into a contract, according to law, with the City of Columbus, Division of Water, Department of Public Services, to provide for water maintenance service pursuant to the terms of the attached contract. Said attached contract is marked "Exhibit A".

SECTION 2. For reasons stated in the preamble and made a part hereof, this ordinance is declared an emergency measure and shall take effect and be in force from and after its passage and the approval of the Mayor.

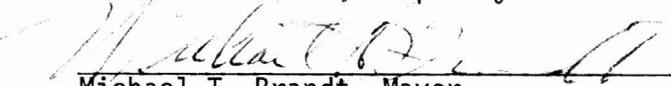
Submitted: 8/21/78

Passed: 8/21/78

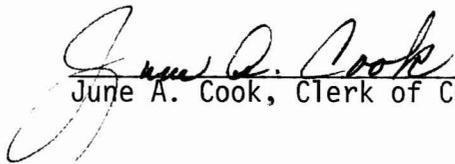
Effective: 8/21/78



Robert E. Evans, President of Council
Harold L. Walter, Temporary Chairman

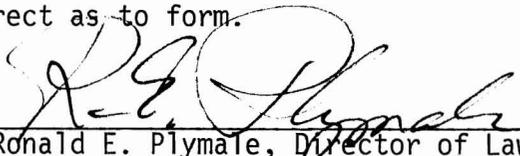


Michael T. Brandt, Mayor



June A. Cook, Clerk of Council

I Certify that this ordinance is correct as to form.



Ronald E. Plymale, Director of Law

C O N T R A C T

BETWEEN THE CITY OF COLUMBUS, OHIO

and

THE CITY OF GROVE CITY, OHIO

WHEREAS, by Ordinance No. 1351-78 duly passed by the Council of the City of Columbus on July 10, 1978, 1978, the Director of Public Service of said City was duly authorized and directed to enter into a contract with the City of Grove City, Ohio, whereby said City of Grove City is to furnish certain operational and maintenance services to the City of Columbus, Ohio, now, therefore

This Contract, made and entered into by and between the City of Columbus, Ohio, a municipal corporation and the City of Grove City, Ohio, this 1st day of September, 1978.

W I T N E S S E T H:

Section 1. The City of Grove City shall, for the consideration hereinafter stated, furnish to the City of Columbus, Ohio, Division of Water, the services of a person who shall devote the necessary time to the full, complete and effective performance of his duties as prescribed by the City of Grove City, Ohio, including but in no manner limited to the operation, maintenance and repair of the City of Grove City Water Works, pumping station, pumping equipment, water meters, water mains, water pipe and any other equipment incidental to the water system of said City, insofar as such work can be done by one individual and providing that such parts, tools, repair equipment and vehicles as may be necessary for such work shall be provided by the City of Grove City. Said person shall keep complete records of his work and such shall be made available to the Director of Public Service of the City of Columbus, Ohio, upon request.

Section 2. The selection of the employee to perform the above described duties in the City of Grove City, Ohio, shall rest with the proper officials of that City; subject, however, to written consent of the Director of Public Service of the City of Columbus, Ohio. If, for any reason, it becomes necessary to select a successor to said employee, then, if after thirty days from the selection of the employee by the proper officials of the City of Grove City, the Director of Public Service of the City of Columbus, Ohio, has not consented or agreed upon such successor, this Contract shall be terminated and become null and void.

Section 3. The City of Grove City, Ohio, agrees to maintain the individual chosen to perform the above described duties as its employee, paying to said person a salary and such other benefits as it may agree to do and to make whatever payments, on such employee's behalf, as are required of it by Ohio Laws and Regulations, Ordinances of the City of Grove City, and general contracts with its employees.

Section 4. This Contract shall be in full force and effect from the date herein specified and thereafter for the duration of this Contract for Water Service entered into July 15, 1974 by and between the City of Grove City and the City of Columbus, unless terminated prior thereto as provided therein.

Section 5. For and in consideration of the furnishing of such operational and maintenance service as set forth above, the City of Columbus, Ohio, agrees to pay the City of Grove City, Ohio, a sum of money as determined by the following formula:

Annual Grove City
Reimbursement
Formula

$$= \frac{S}{C} (F_1) \left[W \times F_2 + M \times O \right] + U$$

Wherein the indicated variables are:

- S = Number of Suburban Water Accounts
- C = Average Number of Accounts Assigned to Columbus Consumer Servicer.
- F₁ = Multiplying Factor Representing Increase in Comparison to Duties Performed by Columbus Consumer Servicer.
- W = Columbus Hourly Rate for Consumer Services x 2,080.
- F₂ = Annual Cost of Fringe Benefits Excluding Vacation and Sick Leave for a Columbus Consumer Service Person.
- M = Average Annual Mileage Driven by Columbus Consumer Servicer.
- O = Annual Per Mile Operating Cost.
- U = Annual Uniform Cost.

All of the above variables are subject to annual review and adjustment as agreed by the parties. The final agreed upon annual payment shall be approved by the Director of Public Service, City of Columbus, Ohio, prior to June 1 each year, otherwise, payment will be made on the basis of the previous year's payment adjusted as determined by the Director of Public Service for the City of Columbus, Ohio.

The current values of the variables are agreed to be:

- S = 4,333 Accounts
- C = 9,989 "
- F₁ = 1.2
- W = 13,436.80 Dollars
- F₂ = 1.3
- M = 14,000 Miles
- O = 0.15 Dollars/Mile
- U = 200.00 Dollars

Section 6. The City of Grove City agrees that if, in the sole discretion and judgement of the Director of Public Service of the City of Columbus, Ohio, the services rendered by the City of Grove City under this Contract become unsatisfactory to the said Director, then upon thirty days written notice by the said Director to the City of Grove City, this Contract shall terminate and become null and void.

3909.01 Equal Opportunity Clause

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.

(b) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(c) The contractor will send to each labor union or other representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under Article 1 of Title 39 of Columbus City Codes, 1959. The contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will permit access to his books, records, accounts, reports and other documents and submit such information as may be required, to the Contract Compliance Administrator for purposes of investigation to ascertain compliance with Article 1 of Title 39 of the Columbus City Codes, 1959, and with the rules, regulations and orders of the Contract Compliance Administrator.

(e) The contractor will not obstruct or hinder the Contract Compliance Administrator or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article 1 of Title 39 of the Columbus City Codes, 1959.

(f) The contractor and each nonexempt construction subcontractor will include a summary of this Equal Opportunity Clause in every nonexempt subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(g) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor debarred from or who has not demonstrated eligibility for City contracts.

(h) A contractor with 25 or more employees will agree to submit an Affirmative Action Plan acceptable to the Contract Compliance Administrator within 30 days after the award of a City contract, which plan shall include the items specified in Section 3907.03, Columbus City Codes, 1959. Such a plan or revision of such plan, acceptable to the Administrator, shall be made a part of all future contracts awarded to the contractor. Unless the contractor has met his commitment to Affirmative Action pursuant to Section 3907.04 of Columbus City Codes, 1959, the goals expressed in the State of Ohio Final Order of November 30, 1973, or as amended establishing equal employment opportunity bid conditions for the Columbus Standard Metropolitan Statistical Area; and attainment of such goals will be prima facie evidence of compliance, in that respect, with the Affirmative Action requirements of the City of Columbus under this Equal Opportunity Clause.

C O N T R A C T
BETWEEN THE CITY OF COLUMBUS, OHIO
and
THE CITY OF GROVE CITY, OHIO

WHEREAS, by Ordinance No. 1350-78, duly passed by the Council of the City of Columbus on July 10, 1978, the Director of Public Service of said City was duly authorized and directed to enter into a contract with the City of Grove City, Ohio, whereby said City of Grove City is to furnish certain operational and maintenance services to the City of Columbus, Ohio, now, therefore

This Contract, made and entered into by and between the City of Columbus, Ohio, a municipal corporation and the City of Grove City, Ohio, this first day of September, 1978.

W I T N E S S E T H:

Section 1. The City of Grove City shall, for the consideration hereinafter stated, furnish to the City of Columbus, Ohio, Division of Water, the services of a person who shall devote the necessary time to the full, complete and effective performance of his duties as prescribed by the City of Grove City, Ohio, including but in no manner limited to the operation, maintenance and repair of the City of Grove City works, pumping station, pumping equipment, water meters, water mains, water pipe and any other equipment incidental to the water system of said City, insofar as such work can be done by one individual and providing that such parts, tools, repair equipment and vehicles as may be necessary for such work shall be provided by the City of Grove City. Said person shall keep complete records of his work and such shall be made available to the Director of Public Service of the City of Columbus, Ohio, upon request.

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Section 6. The City of Grove City agrees that if, in the sole discretion and judgement of the Director of Public Service of the City of Columbus, Ohio, the services rendered by the City of Grove City under this Contract become unsatisfactory to the said Director, then upon thirty days written notice by the said Director to the City of Grove City, this Contract shall terminate and become null and void.

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(b) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

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(d) The contractor will permit access to his books, records, accounts, reports and other documents and submit such information as may be required, to the Contract Compliance Administrator for purposes of investigation to ascertain compliance with Article 1 of Title 39 of the Columbus City Codes, 1959, and with the rules, regulations and orders of the Contract Compliance Administrator.

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Section 7. The City of Grove City, Ohio, agrees to fully indemnify and save harmless, the City of Columbus, Ohio, from any and all expense, loss injury, claims, actions or liability of any kind brought against or incurred by the City of Columbus, Ohio, arising by, out of, for, on account of, or as a result of this Contract for the furnishing of the person designated to perform such services.

Section 8. That the Equal Opportunity Clause, Columbus City Codes No. 3909.01, shall become a part of such contract and shall be affixed to such contract.

Section 9. That this Contract supersedes all previous contracts relative to the City of Grove City providing operational and maintenance services to the City of Columbus, Ohio, Division of Water.

Section 10. The parties further agree that the maximum obligation of the City of Columbus, Ohio, under this Contract is limited to the sum of \$10,296.57, unless and until additional funds are authorized herefor by the Columbus City Council and certified hereto by the City Auditor.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement on the date above written.

THE CITY OF GROVE CITY, OHIO
By Donald E. Hoke
City Administrator

THE CITY OF COLUMBUS, OHIO
By Robert C. Robinson
Director of Public Service

APPROVED AS TO FORM:

[Signature]
City Attorney 953
DEC 1 1978

AUDITOR'S CERTIFICATE **AC06869**
NOV 20 1978 19.....

I HEREBY CERTIFY THAT THERE IS IN THE TREASURY, OR ANTICIPATED TO COME INTO THE TREASURY, AND NOT APPROPRIATED FOR ANY OTHER PURPOSE, THE AMOUNT OF MONEY SPECIFIED HEREON, TO PAY THE WITHIN CONTRACT OR ORDINANCE NO. **00716**

ENTERED BY Hugh J. Terrian
CITY AUDITOR. **AK**