

**AGREEMENT BETWEEN  
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH  
AND  
THE CITY OF PARMA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between The Cuyahoga County District Board of Health (hereinafter "Board") and the City of Parma (hereinafter "City") for the provision by the Board of services to perform sampling of storm sewers located within the City and provide other services in order to facilitate the City's compliance with its NPDES Permit for Stormwater.

**A. DUTIES AND RESPONSIBILITIES**

1. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (minimum 72 hours no rain event) for E. coli over the 2014 report period and sample up to 25 locations per year. (Minimal Control Measure 3)
2. The Board will work with the City in determining possible locations for illicit discharges. This will be coordinated between the City and the Board.
3. The Board will provide Good Housekeeping educational sessions for the community's employees on various topics. This will be coordinated with the community. (Minimal Control Measure 6)
4. The Board will provide an annual summary to the City of the work that was performed, as well as the sample results to be included in the City's Phase II Stormwater Annual report to the Ohio EPA.
5. The City will provide aid in opening storm sewer manholes where and when needed for the purpose of sample collections.

**B. TERM.**

The term of this Agreement shall begin on the Effective Date stated above and shall end on December 31, 2014. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

**C. COMPENSATION.**

The City shall pay the Board for its sampling, monitoring services, and training a total cost not to exceed \$6,500 per year.

**D. PAYMENT.**

The Board shall submit an invoice to the City annually for the payments due hereunder.

**E. INDEPENDENT CONTRACTOR.**

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**CUYAHOGA COUNTY BOARD OF HEALTH**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**CITY OF PARMA**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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