

Date: August 9, 2022

Resolution No. 22-682

Title: Authorization to Enter into a Memorandum of Understanding with the Board of Lucas County Commissioners for Cityworks Implementation and Administration

Department/Agency: Lucas County Engineer's Office

Contact: Kelleigh Decker, Administrative Deputy

Summary/Background: The Lucas County Sanitary Engineer's Office (LCSE) has requested support from LCEO in regards to administering the Cityworks Asset Management System. This support includes administration of the initial implementation and administration of the system after go-live.

Budget Impact: *N/A*

Statutory Authority/ORC: *N/A*

Commissioner Gerken offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

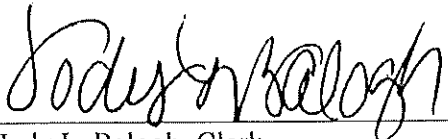
Section 1. This Board authorizes the Lucas County Engineer to enter into a Memorandum of Understanding with the Board of Lucas County Commissioners for Cityworks Implementation and Administration

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Gerken voted yes
Commissioner Skeldon Wozniak voted yes
Commissioner Byers voted yes



Jody L. Balogh, Clerk

MEMORANDUM OF UNDERSTANDING
For
CITYWORKS ADMINISTRATION SERVICES
Between
LUCAS COUNTY ENGINEER
And
BOARD OF LUCAS COUNTY COMMISSIONERS

This Memorandum of Understanding (MOU) and the attached Exhibit(s), which are incorporated into and are part of the MOU, is entered into this 9th day of August, 2022, by and between the Lucas County Engineer, hereinafter referred to as **LCEO**, and the Board of Lucas County Commissioners-(Sanitary Engineer's Office), hereinafter referred to as (**BCC**).

The Lucas County Sanitary Engineer's Office (**LCSE**) has requested support from LCEO in regards to administering the Cityworks Asset Management System. This support includes administration of the initial implementation and administration of the system after go-live. In order to properly allocate the cost of salary and benefits for the work done by LCEO employee(s) on behalf of the LCSE, the BCC and LCEO are adopting this MOU.

1. **Funding:**

Beginning on the Effective Date described herein under Section 5 it is understood that the BCC shall be responsible for, and shall pay to LCEO, an amount equal to the hourly cost of salary and benefits for the LCEO staff member(s) performing Cityworks administration services for the BCC.

2. **Billing:**

LCEO will bill **BCC** after December 31 of each year, when it knows the calendar year expense for LCEO employee time and equipment or materials used for Cityworks implementation and administration.

3. **Termination:**

a. This MOU may be terminated upon thirty days written notice by either party. Notice of termination shall be sent or otherwise delivered to the following persons: if LCEO is terminating the MOU, (Jim Shawn), Sanitary Engineer-BCC, or if the BCC intends to terminate the MOU, to (Mike Pniewski), LCEO.

b. In the event termination is requested, a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with paragraph (a) of this Section 2. Furthermore, this MOU may be terminated immediately and without

3. **Availability and Retention of Records:**

All records relating to invoices submitted to the BCC by LCEO pursuant to this MOU (if any) shall be retained and made available by LCEO for audit by the State of Ohio (including, but not limited to, the Auditor of State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this Memorandum. If an audit is initiated during this period, LCEO shall retain such records, until the audit is concluded and all issues resolved.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Prosecutor shall retain the records until completion of the action and all issues which arise from it or until the end of the three-year period, whichever is later.

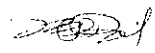
4. **Amendment of Memorandum:**

This MOU may be modified or amended provided that any such modification or amendment is in writing and is signed by persons so authorized by the parties.

5. **Effective Date:**


This MOU is effective August 9, 2022 and shall remain in effect until terminated by either of the parties or by mutual agreement.

LUCAS COUNTY ENGINEER

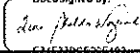
DocuSigned by:

FD2171D80AF486

Mike Pniewski,
County Engineer

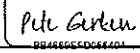
BOARD OF LUCAS COUNTY COMMISSIONERS:

DocuSigned by:


Gary L. Byers, President

DocuSigned by:


Tina Skeldon Wozniak

DocuSigned by:


Pete Gerken

Date: 8/10/2022

Date: 8/10/2022

Approved as to Form:



Asst. Lucas County Prosecutor

Date: 8-31-22

EXHIBIT A

SCOPE OF WORK:

Performing administration of the Cityworks Asset Management System for the Lucas County Sanitary Engineer's Office. This includes administration of the initial system implementation and administration of the system after go-live.

LCEO STAFF HOURLY COST CALCULATION:

Tina Mack:

- 1) Hourly rate: \$39.12
- 2) Hourly rate times 17.93 % (FICA/PERS/WORKERS COMP)
- 3) \$18.69 (Insurance/Vacation/Sick/Holiday)

Potential Additional Staff:

- 1) Hourly rate: depends upon staff used
- 2) Hourly rate times 17.93 % (FICA/PERS/WORKERS COMP)
- 3) \$18.69 (Insurance/Vacation/Sick/Holiday)

*Staff hourly calculations are subject to change due to COA/Raise/Union Negotiations

Miscellaneous Items

- | | |
|------------------|---------|
| 1. Misc Expenses | \$5,000 |
|------------------|---------|