AGREEMENT BETWEEN
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
AND
THE CITY OF NORTH ROYALTON

THIS AGREEMENT is made this _____ day of _____, 2013 ("Effective Date"), by and between The Cuyahoga County District Board of Health (hereinafter "Board") and the City of North Royalton (hereinafter "City") for the provision by the Board of services to perform Phase II Stormwater activities 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 inspect all designated MS4 outfall locations during a dry weather period (minimum 72 hours no rain event) and sample up to 30 outfall locations for E. coli in 2013.

2. The Board will source track for possible sources of an illicit discharge. This activity would be coordinated between the community and the Board of Health in relation to previous inspections and of community hot spots.

3. The Board will provide Good Housekeeping educational sessions for the community's employees on various topics. This will be coordinated with the community.

4. The Board will assist in the annual summary of the work that was performed to be included in the City's Phase II Stormwater Annual report to the Ohio EPA.

5. The City will:
    a. Provide aid in opening storm sewer manholes where and when needed.

B. TERM.

The term of this Agreement shall begin on the Effective Date stated above and shall end on December 31, 2013, unless extended by the parties by agreement in writing. 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 cancelled 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 and monitoring services a total of $6,000.00 once the work is completed.

D. **PAYMENT.**
The Board shall submit an invoice to the City for the payment due hereunder.

E. INDEPENDENT CONTR ACTOR.
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 NORTH ROYALTON

By:_____

_____
Printed Name

_____
Title

Date: _____