



**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_ (Exhibit “B”).

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the 2013 City of North Royalton Storm Water Repairs Project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0**    **City Obligations**

- 1.1    The City agrees to perform as follows:
  - 1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
  - 1.1.2    Complete and submit quarterly Progress Reports when submitting Request for Payment as needed, or within 30 days of close of project, per Section 5.0 of the *Community Cost-Share Program Policy*. (Exhibit “D”)
  - 1.1.3    Notify the applicable Watershed Team Leader at least 7 business days prior to the start of the Project.
  - 1.1.4    Meet with District staff when requested to review the Project status.
  - 1.1.5    Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.
  - 1.1.6    Obtain all necessary federal, state and local permits necessary to initiate and complete the Project. This may include, but is not limited to, U.S. Army Corps of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
  - 1.1.7    Maintain a complete record of maintenance inspections and overall performance of the Project for at least 3 years, or as otherwise specified in this Agreement, and submit the same to the District upon reasonable request from the District. If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City’s Community Cost-Share Account.
  - 1.1.8    Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the applicable Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2    Failure to meet any of the requirements listed in Article 1.1 shall result in termination of this Agreement and reimbursement of credited Community Cost-Share funds to the District.

**Article 2.0**    **District’s Obligations**

- 2.1    The District agrees to perform as follows:

- 2.1.1. Provide Forty-Nine Thousand Three Hundred Eighty-Six Dollars (\$49,386.00) to the City for the Project from the City’s Community Cost-Share Account.
- 2.1.2. Provide the amount set forth in paragraph 2.1.1 as a credit to the City’s quarterly Stormwater Bill upon receipt of a complete Request for Payment from the City, detailing costs related to the Project, in conformance with the Settlement Agreement between the District and the City effective as of February 6, 2013.
- 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

**Article 3.0    Dispute Resolution**

3.01    The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

The parties agree and acknowledge that they entered into a Settlement Agreement, dated February 6, 2013, which is specifically incorporated herein as Exhibit \_\_\_\_\_. In the event of any inconsistencies or conflicting language and/or terms and/or intent of the Settlement Agreement and this Service Agreement, the Settlement Agreement terms and/or language shall control.

3.02    The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	<i>{Insert Representative(s)}</i>
Manager of Watershed Programs	

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	<i>{Insert Representative(s)}</i>

3.03    If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the

respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 5, Remedies, below.

**Article 4**      **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

**Article 5**      **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

**Article 6**      **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

**Article 7**      **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

**Article 8**      **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

**Article 9      Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District Approved Community Cost Share Application
- Exhibit "D" – Community Cost-Share Program Policy

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Julius Ciaccia  
Executive Director

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF NORTH ROYALTON**

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Taxpayer I.D. Number

The legal form and correctness of this instrument is hereby approved:

**City of North Royalton**

\_\_\_\_\_  
Director of Law

This Instrument Prepared By:  
Lisa A. Mack  
Assistant Director of Law  
Northeast Ohio Regional Sewer District