

**BUNKER ROAD STREAM BANK STABILIZATION
REIMBURSEMENT AGREEMENT**

BY AND BETWEEN

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

THE CITY OF NORTH ROYALTON

This Agreement is made and entered into this _____ day of _____, 2015, by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. 39-15, adopted by the Board of Trustees of the District on February 19, 2015 (Exhibit “A”), and the City of North Royalton (“North Royalton”), a municipal corporation of the State of Ohio, acting pursuant to Ordinance No. _____, passed by the Council of the City of North Royalton on _____, 2015 (Exhibit “B”).

WHEREAS, the State of Ohio, Department of Public Safety, Emergency Management Agency (“EMA”) has authorized the provision of funds to North Royalton through the State Disaster Relief Program (“SDRP”) for the storm event that occurred within North Royalton on May 12-13, 2014, in accordance with the letter dated October 6, 2014 (Exhibit “C”); and

WHEREAS, North Royalton intends to utilize a portion of the funding from the EMA to perform stream bank stabilization work at two (2) locations along an unnamed tributary to Big Creek at the residences of 6400 and 6373 Bunker Road in North Royalton (the “Bunker Road Project”); and

WHEREAS, the Bunker Road Project will involve the protection of an exposed sanitary sewer lateral and building structures through stabilization of eroding stream banks and removal of accumulated sediment and a failed retaining wall structure; and

WHEREAS, North Royalton has requested the District provide engineering and construction services for the Bunker Road Project on behalf of North Royalton, and has agreed to reimburse the District its costs from the funding provided under the SDRP; and

WHEREAS, the District has agreed to provide North Royalton such engineering and construction services for the Bunker Road Project, as further set forth in this Agreement.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises contained in this Agreement, the District and North Royalton agree to the following:

Article 1
Obligations of the District

1.01 The District shall perform the following:

- 1.01.01 Engineering Services. Procure and manage the engineering services necessary for the Bunker Road Project, including survey, design, and limited construction phase support. The District intends to procure such services through its existing general engineering services agreement with CH2M Hill, but may procure any necessary services through other consultants at the District's option. Due to the imminent possibility of damage to existing infrastructure, the design will focus on restoring former functionality. A hydrological and hydraulic analysis will not be conducted to determine upstream and downstream effects, if any, as a result of the Bunker Road Project. Additionally, a full set of construction plans and specifications will not be prepared.
- 1.01.02 Construction Work. Procure and manage the construction services necessary for bank stabilization and site restoration of disturbed areas, utilizing the District's contracting processes. District shall comply with any applicable state statutes, policies and regulations relating to equal opportunities, non-discrimination, prevailing wages, environmental and historic preservation and floodplain management code. This includes Department of Public Safety polices, DPS-501.39 and 501.40.
- 1.01.03 Environmental Permits. Secure all necessary environmental permits needed for the Bunker Road Project.
- 1.01.04 Compensation of Engineering Consultant and Construction Contractor. Compensate directly all engineering consultants and construction contractors under contract with the District for performance of the Bunker Road Project.
- 1.01.05 District Invoicing. Provide monthly invoices to North Royalton for reimbursement of the District's costs in performing the Bunker Road Project, including documentation of the District's costs in reasonable satisfaction to North Royalton.
- 1.01.06 Project Timing. The District shall perform the work at the time most advantageous to the project, taking into account site conditions, and to minimize the impacts on the community provided that all work shall be completed no later than May 12, 2015 (EMA performance period end date) or any extension date granted by EMA. North Royalton shall be responsible for using best efforts to obtain any extensions necessary from EMA.

Article 2
Obligations of North Royalton

2.01 North Royalton shall perform the following:

- 2.01.01 Access to Property: Obtain and provide the District, at no cost, all rights-of-entry, easements, and/or licenses necessary to perform the Bunker Road Project and allow District representatives to periodically inspect the Bunker Road Project improvements for the design life expectancy of the system.
- 2.01.02 City Permits. Waive all North Royalton permitting and other fees related to performance of the Bunker Road Project.
- 2.01.03 EMA SDRP Coordination. Remain the primary point of contact with the EMA for the SDRP grant and provide the District all pertinent information regarding the grant and schedule requirements of the EMA.
- 2.01.04 Reimbursement of District Costs. Reimburse the District for all costs incurred by the District in performing the Bunker Road Project, including: 1) design costs; 2) construction costs; and 3) District staff time. Payments shall be due within thirty (30) days of North Royalton's receipt of each invoice by the District. The design cost for the two Bunker Road sites is estimated to be Twenty-Nine Thousand Dollars (\$29,000.00). The construction cost for 6400 Bunker Road is estimated to be Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) and the construction cost for 6373 Bunker Road is estimated to be Seventeen Thousand Dollars (\$17,000.00). District staff time costs are estimated at Six Thousand Nine Hundred Seventy-Five Dollars (\$6,975.00). The total cost of the Bunker Road Project is estimated to be One Hundred Two Thousand Four Hundred Seventy-Five Dollars (\$102,475.00).
- 2.01.05 Inspection, Operation, and Maintenance. Routinely inspect the areas upstream and downstream of the project sites for any adverse impacts on the repairs made under the Bunker Road Project. Address any adverse findings in a timely manner.

Article 3
Notifications

3.01 The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

DISTRICT

Victoria D. McCauley, P.E.
Manager of Design
3900 Euclid Avenue
Cleveland, Ohio 44115
(216) 881-6600 ext. 6618
mccauleyv@neorsd.org

NORTH ROYALTON

Mark A. Schmitzer, P.E.
City Engineer
11545 Royalton Road
North Royalton, OH 44133
(440) 582-3001
mschmitzer@northroyalton.org

Article 4
Release of Liability

4.01 Neither party shall be liable to the other in the event that the restoration and/or repair work performed hereunder fails to perform as anticipated.

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
Modification of Agreement

9.01 This Agreement may only be modified by written instrument executed by each party.

Article 10
Merger Clause

10.01 This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Article 11
Exhibits

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – North Royalton Ordinance
- Exhibit "C" – SDRP letter dated October 6, 2014

The Parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Julius Ciaccia
Chief Executive Officer

And: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Robert A. Stefanik
Mayor

The Legal Form and Correctness
of this Instrument is Approved.

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

Date: _____

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 39-15

Authorizing the Chief Executive Officer to enter into a reimbursement agreement with the City of North Royalton for assistance with Ohio Department of Public Safety Emergency Management Assistance grant-funded projects.

WHEREAS, the City of North Royalton has requested the Northeast Ohio Regional Sewer District provide assistance to manage four (4) SDRP projects to remediate impacts to local infrastructure along various streams due to severe storms that occurred on May 12 and 13, 2014; and

WHEREAS, the City of North Royalton was awarded Ohio Department of Public Safety Emergency Management Agency State Disaster Relief Program (SDRP) grant funds for the needed repairs; and

WHEREAS, the District will procure necessary design, maintenance contracting and construction services to implement the four (4) SDRP remediation projects in an estimated amount of One Hundred Sixty-Six Thousand Three Hundred Seventeen Dollars (\$166,317); and

WHEREAS, the City of North Royalton will reimburse the District for its costs for execution of project-related work through reimbursement agreements between the City of North Royalton and the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That for the reasons stated in the preamble hereof this Board determines it is in the District's best interest to enter into necessary reimbursement agreements with the City of North Royalton for assistance with Ohio Department of Public Safety Emergency Management Assistance grant-funded projects.

Section 2. That this Board hereby authorizes the Chief Executive Officer to enter into such reimbursement agreements with the City of North Royalton for assistance with Ohio Department of Public Safety Emergency Management Assistance grant-funded projects in a total estimated amount of One Hundred Sixty-Six Thousand Three Hundred Seventeen Dollars (\$166,317).

Section 3. That this Board hereby authorizes the Chief Executive Officer to execute all documents and do all things necessary to effectuate the terms and conditions of the agreement.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor DeGeeter, seconded by Mayor Stefanik, the foregoing resolution was adopted on February 19, 2015, Mayor Stefanik abstaining.



Walter O'Malley, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District



OHIO DEPARTMENT
OF PUBLIC SAFETY
SAFETY • SERVICE • PROTECTION

- Bureau of Motor Vehicles
- **Emergency Management Agency**
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
John Born, Director
Nancy J. Dragani
Executive Director

Emergency Management Agency
2855 West Dublin-Granville Road
Columbus, Ohio 43235-2206
(614) 889-7150
www.ema.ohio.gov

October 6, 2014

Robert Chegan, Fire Chief
City of North Royalton
13834 Ridge Road
North Royalton, Ohio 44133

Dear Bob:

The Governor has authorized implementation of the State Disaster Relief Program (SDRP) for the event of May 12-13, 2014 and the state controlling board approved funding on October 6. Attached please find an initial Notice of Award (NOA) which reflects the estimated amount of a grant based on damage assessment/site estimate information provided by the organization and does not constitute a final approved amount for your grant. **This NOA should be signed and returned to this office upon review and concurrence with the amount. As of the date of this letter, no additional damage sites will be considered under the SDRP. I will contact you in the next week to finalize the information we need for the site estimates pending additional information.** Final reimbursement of costs related to this event will be based on the following:

1. Completion of all work no later than the Performance Period end date indicated on the NOA, unless a time extension is requested and approved;
2. Submission of a Final Application Packet no later than the date under Reporting Requirements on the NOA, unless a time extension for the performance period is requested and approved.
3. Final eligible costs must exceed ½ of 1% of your total usable budget for FY 2014.
4. Reimbursement requests must include that which is outlined in the SDRP Application Packet, page 5. Once reviewed by Ohio EMA, you will be sent a final NOA that will need signed and returned prior to this office processing a check.

If you have any questions, please contact our office at 614-799-3665.

Sincerely,

LAURA ADCOCK
Grants Administrator

cc: Cuyahoga County EMA

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

**OHIO EMERGENCY MANAGEMENT AGENCY
NOTICE OF AWARD & GRANT AGREEMENT**

Agreement No. n/a	Amendment No. Initial	Recipient Tax ID No. n/a	Type of Action Award X Amendment	Federal Pass-Thru No. n/a	CFDA No. n/a	St Fund # 5330	St Grant # SDRP
Recipient Mailing Address: Name: Robert Chegan, Fire Chief Agency: City of North Royalton Address: 13834 Ridge Road City, State, Zip: North Royalton, Ohio 44133 Contact Phone: 440-237-4315		Issuing Office/Address Ohio Emergency Management Agency 2855 West Dublin-Granville Road Columbus, Ohio 43235-2206		Project Manager Laura Adcock 614-799-3667		Fiscal Officer Steve Matas 614-889-7174	
				Match Requirement: [25%]		Total Est Award: \$476,306.64	
Grant Name: State Disaster Relief Program - State Public Assistance		Performance Period: From: May 12, 2014 To: May 12, 2015		Reporting Requirements: N/A Final Report Due: July 12, 2015			
Description of Award: <ul style="list-style-type: none"> ▪ The purpose of this grant is to provide state funding assistance to local political subdivisions and eligible private non-profit organizations impacted by disasters, pursuant to the Ohio Emergency Management Agency State Disaster Relief Program Application Packet, June 2014 edition. ▪ Recipient has adequately demonstrated estimated project costs in the amount of \$476,306.64 for damages sustained by the political subdivision, on May 12-13, 2014. ▪ Ohio EMA & Recipient understand and agree that project costs will change throughout the Performance Period and that the final reimbursement payment will be accompanied by an Amendment to this Agreement as evidence of the final total cost of the state disaster relief grant. 		Award Requirements: <ul style="list-style-type: none"> ▪ Recipient agrees to provide the necessary cost share within the specified Performance Period identified above. ▪ Recipient agrees to comply with applicable state law & regulation in the expenditure of these grant funds ▪ Recipient agrees to utilize funds for the sole purposes described herein and within the Performance Period identified above. ▪ Recipient agrees to comply with Ohio Administrative Code Chapter 117-2 "Accounting & Reporting by Public Offices," in the administration of these grant funds. ▪ Recipient shall comply with all State statutes, policies and regulations relating to equal employment opportunities, non-discrimination, prevailing wages, environmental and historic preservation and floodplain management. This includes the Department of Public Safety polices, DPS-501.39 and 501.40. These polices are included in the SDRP Application Packet. 		Fiscal Requirements <ul style="list-style-type: none"> ▪ Recipient understands that no funds will be released without the appropriate Request for Reimbursement and supporting documentation, evidencing expenditure of the funds. ▪ Recipient will submit "Final Request Packets" as necessary. Payment will be issued as reimbursement of actual expenditures except that State may advance funds prior to final closeout, as long as the proper documentation has been submitted. ▪ Payments are contingent upon the timely submission and receipt of final request packets. 			
Recipient Signatory Officials (Names and Titles)				Issuing Signatory Official			
Name: _____		Date: _____		Nancy J. Dragani, Executive Director		Date: _____	
Title: _____				Ohio Emergency Management Agency			