

**SECOND AMENDMENT TO
COMMUNITY COST-SHARE AGREEMENT
(DISTRICT CONTRACT NO. 17005976)
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA**

This Second Amendment to Agreement (the "Amendment") is made and entered into this _____ day of _____, 2018, 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, and the City of Parma (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__.

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, on or around October 16, 2017, the District and the City entered into a Community Cost-Share Agreement (the "Agreement") for the City's Orchard Park Stormwater Improvements Project (the "Project"); and

WHEREAS, on or around June 17, 2018, the District and the City entered into an amendment to the Agreement due to an increase in cost for the design and construction components of the Project; and

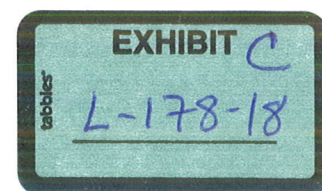
WHEREAS, it is necessary to provide additional funding to the Project to include a contingency allowance during construction as well as additional construction costs; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the funding allocated to the Project;

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

1. By execution of this Amendment, the District and the City agree that the total Community Cost-Share funding allocated to the Project under the Agreement shall be increased by the amount not to exceed \$44,620 for an amended total funding amount of \$419,620, as further described in the Request for Budget Modification attached hereto as Exhibit "A."

2. The provisions of this Amendment are hereby incorporated into the Agreement, as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in, or as otherwise necessary or



appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall control.

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF PARMA

By: _____
Title: _____

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF PARMA

Assistant/Director of Law

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

Each party agrees that this Amendment may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Amendment shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

**SECOND
MODIFICATION TO
CONTRACT NO.
17005976**

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA

FOR

COMMUNITY COST-SHARE AGREEMENT:

ORCHARD PARK STORMWATER
IMPROVEMENTS PROJECT

Total Additional Cost:	\$44,620.00
(Total Amended Amount:	\$419,620.00)

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date



Community Cost-Share Program
REQUEST FOR BUDGET MODIFICATION

Member Community: City of Parma

Project Title: Orchard Park Stormwater Improvements

P.O. #: _____ Project Manager: [Signature] Date: 08/16/2018
Signature

Justification and Description of Changes:

Provide a summary of the revised budget (by category) and include a brief justification and itemized breakdown for the amount proposed in each category. For example, stream restoration project extended by 500 feet of streambank @ \$150/linear ft. to protect newly discovered underground utility.

Summary of Project Modification: A budget modification request was processed on May 24, 2018. This revised budget modification request reflects the design costs as well as the low bid received for this work which may be higher or lower when the project is completed if there are any changes or non-performances.

Watershed Team Leader _____

Project Expenses	Original Budget	Revised Budget	Details
Professional Services	\$22350	50000	Reflects contingency for consult during construction
Personnel (Member Community Staff Only)			
Subcontract			
Equipment			
Materials			
Other	302650	369620	Reflects current low bid to accomplish the work
TOTAL	\$ 325000	\$ 419620	

Direct all Community Cost-Share budget modification questions and requests to the Watershed Team Leader, 216-881-6600, and the Watershed Funding Administrator is to be copied on all correspondence pertaining to budget modification.

WFA _____ Manager WP _____ Director WP _____