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

This Agreement is made and entered into this _____ day of _____, 2021, 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 City of Parma (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022 (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

WHERAS, 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 or Regional 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 Community Cost-Share 1601 Big Creek Flood Reduction near Sprague Road project (the "Project") as a Community Cost-Share project; 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 Meet with District staff when requested to review the Project status.
1.1.2 Continue to own and maintain the road crossing the infrastructure upon completion of the Project in partnership with the City of North Royalton along the community boundary.

EXHIBIT A
L-13-22

1.1.3 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.

1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

2.1.1. Complete work as detailed in the District approved Community Cost-Share application (Exhibit "C").

2.1.2. 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.

2.1.3. Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.

2.1.4. Allocate $35,000.00 to the City for the Project from the City's Community Cost-Share Account. Following the completion of the Project, such funds will be payable to the District as compensation for the performance of the Project and will be transferred from the City's Community Cost-Share Account to the District's Stormwater General fund by the District

2.1.5. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.6. Permit the City to photograph the Project and to incorporate the Project into the City's overall public education and outreach efforts for stormwater management.

2.1.7. Acknowledge the City in presentations or publications related to 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.

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

District Representative	City Representative
Watershed Team Leader	Jim Mihelich

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:

District Representative	City Representative
Director of Watershed Programs	Hasmukh Patel

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 4, 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 laws 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

The parties have executed this Agreement 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: Service Director

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

CITY OF PARMA

_____
Director of Law

This Instrument Prepared By:

Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

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

[FOR DISTRICT USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF PARMA

FOR

COMMUNITY COST-SHARE PROJECT:
1601 BIG CREEK FLOOD REDUCTION NEAR SPRAGUE ROAD

Total Approximate Cost:	$35,000.00

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

ERIC J. LUCKAGE
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.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

BUDGET CENTER 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

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

Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

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 Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

Sheila J. Kelly

Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

Intentionally Left Blank until the passage of L-13-22

EXHIBIT C

Community Cost-Share Program
APPLICATION

FUND TRANSFER

Member Community Information

Community:	City of Parma
Primary Project Contact: (Name & Title)	Brian Higgins Service Director
Mailing Address:	6611 Ridge Road Parma, OH 44129
Phone Number:	440-885-8111
Email:	bhiggins@cityofparma-oh.gov

Project Information

Project Title:	1601 Sprague Road Crossing
Address or Location of Project:	Sprague Road, east of Thornhurst Drive Parma, OH
Project Start Date:	February 2022
Project End Date:	December 2022
Community Cost-Share Fund Request:	$35,000
Submission Date:	12/2/2021

Project Narrative

1) **Project Summary** (1,000 word maximum)
   Describe the Project and include the following information, as applicable:
   - Describe the Project and deliverables; provide a map if applicable
   - Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
   - List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City of Parma is contributing CCS funds for the replacement of the culvert under Sprague Road, east of Thornhurst Drive, which carries Big Creek from Parma into North Royalton. This is part of a larger NEORSD project and NEORSD will be paying for the upsizing of the culvert as well as the floodplain expansion downstream in the City of North Royalton. The current culvert is in very poor condition and is undersized causing overland flow on Sprague Road during storm events.

2) **Ability to Provide Long Term Maintenance** (500 word maximum)
Describe the plans for long-term maintenance, addressing the following question:
   - Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
   - Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The culvert will still be owned by the City of North Royalton and the City of Parma, as it is in the ROW. The District can assist with sediment and debris removal if needed, but the culvert will remain in the ownership of the cities.

3) **Visibility and Public Outreach:** (500 word maximum)
Public outreach is required if appropriate for your project.
   - What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The District with the Cities will hold a pre-construction meeting in January 2022 prior to the work starting.

4) **Budget Summary** (500 words maximum)
The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The $35,000 includes half the costs for the culvert replacement plus half the costs for the MOT work.

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel *(Member Community staff only)*		
Subcontract		
Equipment		
Materials		
Other	35,000	22% of Sprague Road culvert replacement EOPCC
TOTAL	$ 35,000	