

**AMENDMENT TO
COMMUNITY COST-SHARE AGREEMENT
(DISTRICT AGREEMENT NO. 19006849)
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Amendment to Agreement (the “Amendment”) is made and entered into this _____ day of _____, 2020, 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 North Royalton (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2020.

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 September 19th, 2018, the District and the City entered into a Community Cost-Share Agreement (the “Agreement”) for the City’s Royalton Road Storm Improvements project (the “Project”); and

WHEREAS, additional construction components were added to the Project; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the total amount of the Agreement;

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 \$95,000.00 for an amended total funding amount of \$295,612.00, 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 NORTH ROYALTON

By: _____

Title: _____

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

CITY OF NORTH ROYALTON

Assistant/Director of Law

This Instrument Prepared By:
Cyrus L. Patton
Associate 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.

**MODIFICATION TO
AGREEMENT NO.
19006849**

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE AGREEMENT
AMENDMENT:

ROYALTON ROAD STORM IMPROVEMENTS
PROJECT

Total Additional Cost: \$95,000.00

Total Revised Agreement Amount: \$295,612.00

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