

**AGREEMENT BY AND BETWEEN THE  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CUYAHOGA COUNTY**

**THIS CONTRACT** ("Contract") is made this \_\_\_\_ day of January 2011 between the **County of Cuyahoga, Ohio**, (the "County") and **Northeast Ohio Regional Sewer District**, ("District") an independent political subdivision of the State of Ohio, with principal office located at 3900 Euclid Avenue, Cleveland, Ohio 44115-2506.

**WHEREAS**, the District is certified and licensed to provide wastewater, storm, and water testing services in conformance with the United States Environmental Protection Agency ("EPA") rules and regulations;

**WHEREAS**, the District has the equipment and personnel to perform and such tests according to EPA rules and regulations;

**WHEREAS**, the County owns and operates a number of local sewers, pump stations and wastewater treatment plants throughout Cuyahoga County;

**WHEREAS**, the County and District desire to provide assistance to each other as agreed upon;

**WHEREAS**, pursuant to Ohio Revised Code §6119.09, the District is authorized to enter into an agreement for testing services to be charged by the District to the County;

**WHEREAS**, pursuant to Ohio Revised Code §307.15, the County is authorized to enter into an agreement with the District for testing services;

**NOW, THEREFORE**, in consideration of mutual covenants hereinafter stipulated to be performed, it is agreed between the parties as follows;

1. The District shall perform testing services required under the National Pollutant Discharge Elimination System ("NPDES") Permit and/or the Ohio Environmental Protection Agency ("OEPA") for each of the County treatment plants, pump stations, or sewers. This includes sample pick-up (upon request), proper analytical testing, and data report delivery.

2. The District may perform additional water/sewer/storm testing services as requested by the County.
3. For the period of January 1, 2011 through December 31, 2011 the County shall pay to the District an amount not to exceed Sixty-Five Thousand Dollars (\$65,000) for testing services as authorized by the County.
4. For the period of January 1, 2012 through December 31, 2012 the County shall pay to the District an amount not to exceed Fifty-Five Thousand Dollars (\$55,000) for testing services as authorized by the County.
5. For the period of January 1, 2013 through December 31, 2013 the County shall pay to the District an amount not to exceed Forty-Five Thousand Dollars (\$45,000) for testing services as authorized by the County.
6. The total amount to be paid by the County to the District for the period of this agreement shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00).
7. For the period of this agreement the parties agree that the price per test shall be according to the schedule attached hereto as Exhibit A. Such Exhibit A may be adjusted based on the then-current needs of the District, subject to written agreement of the parties.
8. The Agreement shall continue in force until cancelled by either party giving the other written notice of cancellation sixty (60) days prior to their effective date of such cancellation.
9. The laws of the State of Ohio and cases interpreting those laws shall govern his Agreement.
10. Electronic Signature. By entering into this Agreement the District, its officers, employees, subcontractor, sub grantees, agents, and assigns, agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The District also agrees, on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

*{Balance of this page intentionally left blank.}*

IN WITNESS WHEREOF, the County and the District have executed this Agreement on the date indicated below.


**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By:  \_\_\_\_\_  
Julius Ciaccia, Executive Director

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

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

The legal form of this document is hereby approved:

**CUYAHOGA COUNTY PROSECUTOR**

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

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

MARLENE SUNDHEIMER  
Director of Law, Northeast Ohio Regional Sewer District

By:  \_\_\_\_\_  
Deputy Director of Law

Date: 12/14/10