

**SIXTH AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF CUYAHOGA, OHIO  
AND  
CITY OF BEREA, OHIO**

This SIXTH AMENDMENT (“Amendment”) is made on April 1, 2022 (“Effective Date”) by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, (the “COUNTY”), on behalf of the Cuyahoga County Department of Public Works (hereinafter referred to as “CCDPW”), and the City of Berea (hereinafter referred to as “CITY”), a municipal corporation of the State of Ohio, pursuant to the authority of Ordinance No. \_\_\_\_\_ passed by Berea City Council on \_\_\_\_\_.

**RECITALS:**

**WHEREAS**, the COUNTY and CITY entered into a sanitary and storm sewer maintenance agreement for the period June 1, 2017 to December 31, 2017 for an amount not to exceed \$150,000.00 (the “Agreement”); and

**WHEREAS**, on or about July 17, 2018 the parties entered into a First Amendment to extend the term of the Agreement to December 31, 2018 and increase the contract amount by \$300,000.00; and

**WHEREAS**, on or about January 8, 2019 the parties entered into a Second Amendment to extend the term of the Agreement to March 31, 2019; and

**WHEREAS**, on or about March 26, 2019 the parties entered into a Third Amendment to extend the term of the Agreement to March 31, 2020 and increase the contract amount by \$110,000.00;

**WHEREAS**, on or about March 23, 2020 the parties entered into a Fourth Amendment to extend the term of the Agreement to March 31, 2021 and increase the contract amount by \$1,600,000.00; and

**WHEREAS**, on or about March 23, 2021 the parties entered into a Fifth Amendment to extend the term of the Agreement to March 31, 2022 and increase the contact amount by \$450,000.00; and

**WHEREAS**, the parties desire to enter into a Sixth Amendment to extend the term of the Agreement to March 31, 2023 and increase the contact amount by \$500,000.00; and

**WHEREAS**, the parties agree to the terms and conditions indicated herein below.

**NOW THEREFORE**, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, the parties hereby agree as follows:

I. INCORPORATION

A. The original Agreement, together with the amendments, are herein collectively referred to as the “Agreement.” The foregoing recitals are incorporated in the Agreement as if fully rewritten herein.

B. The provisions of this Amendment are incorporated into the original Agreement, as if fully rewritten in the Agreement. All terms used in this Amendment shall be defined and construed in the manner set forth in the original 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 Contract and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Agreement and this Amendment, the terms, the conditions and provisions of this Amendment shall control.

II. TERM

The term of the Agreement is extended from April 1, 2022 to March 31, 2023, unless otherwise canceled or terminated under the terms of the Agreement.

III. COMPENSATION

Exhibit A in Section II (C) (1) is hereby deleted in its entirety and replaced with Exhibit 1 – 2022 Hourly Rates.

The total amount of compensation in Section II (C) (4) is hereby increased by \$500,000.00.

IV. ELECTRONIC SIGNATURE

CITY AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL AMENDMENT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above mentioned.

**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
Armond Budish, County Executive  
or designee pursuant to Executive Orders  
No. EO2018-0002 dated October 31, 2018  
or No. EO2018-0001 dated February 26,  
2018

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

The legal form for the within this instrument is hereby approved.

**Gregory G. Huth, Law Director**

By: \_\_\_\_\_

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

**CITY OF BEREA, OHIO**

By: \_\_\_\_\_  
Cyril Kleem, Mayor

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

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
City of Berea



## Exhibit 1

### 2022 HOURLY RATE SHEET

	<b>2022 RATE</b>
100 ADMINISTRATIVE	<b>60.00</b>
120 ENGINEERING - GENERAL SANITARY	<b>120.00</b>
124 ENGINEERING - GENERAL STORM	<b>120.00</b>
200 TV INSPECTION - SANITARY SEWERS	<b>300.00</b>
201 TV INSPECTION - STORM SEWERS	<b>300.00</b>
222 JETTING -HOUSE LATERALS	<b>300.00</b>
223 JETTING CATCH BASINS	<b>260.00</b>
225 JETTING - PS/WWTP: TANKS/WELLS	<b>300.00</b>
226 JETTING & VAC SAN	<b>300.00</b>
227 JETTING & VAC STORM	<b>300.00</b>
228 JETTING - OTHER	<b>300.00</b>
300 HOUSE LATERAL MAINTENANCE/LATERAL T.V.	<b>275.00</b>
400 I/I - METERING, SMOKE, DYE, MANHOLE	<b>250.00</b>
404 I/I - OTHER/ OUPS	<b>150.00</b>
406 I/I - METERING MONTHLY RATE - EQUIPMENT	<b>150.00</b>
500 CONSTRUCTION/REPAIR - SANITARY MAIN	<b>390.00</b>
501 CONSTRUCTION/REPAIR - STORM MAIN	<b>390.00</b>
502 CONSTRUCTION/REPAIR/LOCATE - SANITARY LATERAL, M.H, C.B	<b>390.00</b>
503 CONSTRUCTION/REPAIR/LOCATE - STORM LATERAL, M.H., C.B.	<b>390.00</b>
511 CONSTRUCTION/REPAIR - LANDSCAPING	<b>390.00</b>
512 CONSTRUCTION REPAIR - OTHER	<b>390.00</b>
513 CONSTRUCTION REPAIR - PUMPING ACTIVITIES	<b>390.00</b>
514 CONSTRUCTION REPAIR - FORCE MAIN	<b>390.00</b>
700 PS - O&M (1-MAN CREW)	<b>150.00</b>
702 PS - O&M (2-MAN CREW)	<b>220.00</b>
800 WWTP - O&M (1 MAN CREW)	<b>150.00</b>
802 WWTP - O&M (2 MAN CREW)	<b>220.00</b>
900 PERMITS/RECORDS	<b>70.00</b>
901 INSPECTION - GENERAL	<b>70.00</b>
902 INSPECTION - PRIVATE/COMMERCIAL	<b>70.00</b>
903 INSPECTION - HOUSE/V-MEASUREMENTS	<b>70.00</b>
906 INSPECTION - MAIN LINE CONSTRUCTION	<b>70.00</b>
STREET SWEEPING - CITY DISPOSAL	<b>200.00</b>
STREET SWEEPING - COUNTY DISPOSAL	<b>300.00</b>
MATERIAL LUMP SUM - CONSTRUCTION EXTRA ITEMS	<b>COST</b>