

**SECOND RENEWAL OF AGREEMENT BETWEEN
THE COUNTY OF SUMMIT & K.E. McCARTNEY & ASSOCIATES FOR
STORMWATER GENERAL ADMINISTRATION SERVICES,
ENGINEERING AND OTHER ADJUNCT SERVICES**

This Second Renewal dated **January __, 2025**, Agreement is made by and between the parties K.E. McCartney & Associates (herein “KEM” or the “Consultant”) and the County of Summit, State of Ohio (the “County”), with the County and KEM jointly referenced herein as the “Parties” and severally by name or as each “Party.”

Whereas, on or about November 29, 2022, the Parties entered into an Agreement (herein the “Agreement”) under which KEM agreed to provide stormwater general administration services, engineering, right-of-way acquisition, environmental consultation services and other adjunct services (said consultant services and all resultant plans, reports and other documents being referenced herein as the “Task Order Work” and each individually authorized portion as “Task”) for various County projects (the future “Projects”) are needed for The Summit County Surface Water Management District; the Summit County Engineer, said services to be requisitioned on an as needed basis by the Summit County Engineer; and

Whereas, the terms of said Agreement (see “Optional Renewal” page 4) provide that the Parties may renew the Agreement for up to three terms (for a total of four terms), with any price revisions subject to the Parties’ separate acceptance; and

Whereas, pursuant to Resolution No. 2022-348, the Council of the County of Summit authorized said Agreement; and

Whereas, the Council of the County of Summit by Resolution No. 2023-337, authorized the First Renewal of said Agreement; and

Whereas, the Council of the County of Summit by Resolution **No. _____**, authorized this Second Renewal of said Agreement; and

Whereas, the Parties desire to renew said Agreement for the **second** time (for the **third of four** terms);

Now, therefore, in consideration of the payments and benefits existing under and flowing from

this Second Renewal, the Parties agree as follows:

- a) The term of said Agreement for general engineering services is hereby renewed, said renewal beginning on or about **January __, 2025**, and continuing through December 31, 2025 or when the Maximum Total Compensation amount has been expended, whichever occurs first.
- b) As permitted by the Agreement (Optional Renewal, page 4), the maximum total compensation to the Consultant under this Second Renewal shall not exceed One Hundred Thousand Dollars (\$100,000.00) for this renewal period.
- c) All other terms and conditions of said Agreement shall remain unchanged.

IN WITNESS WHEREOF, this Second Renewal of Agreement for general engineering services is executed this ____ day of _____ 2025

CONSULTANT

COUNTY OF SUMMIT

BRIAN P. McCARTNEY, PE, PS
PRESIDENT

ALAN BRUBAKER, P.E., P.S.
COUNTY OF SUMMIT ENGINEER

Approved As To Form:

JOHN GALONSKI FOR: COUNTY OF SUMMIT
PROSECUTOR'S OFFICE

ILENE SHAPIRO
COUNTY OF SUMMIT EXECUTIVE

Approved As To Form:

BRIAN K. HARNAK: DIRECTOR DEPARTMENT OF LAW