

FIRST AMENDMENT
BIG DARBY ACCORD
PARTICIPATION AGREEMENT

This Amendment (“the Amendment”) to the Big Darby Accord Participation Agreement (“the Agreement”) is made and entered into as of the _____ day of _____, 2006, by and between the City of Columbus (“Columbus”), an Ohio municipal corporation; the City of Grove City (“Grove City”), an Ohio municipal corporation; the City of Hilliard (“Hilliard”), an Ohio corporation; the Board of Trustees of Prairie Township, Franklin County, Ohio (“Prairie Township”); the Board of Trustees of Brown Township, Franklin County, Ohio (“Brown Township”); the Board of Trustees of Pleasant Township, Franklin County, Ohio (“Pleasant Township”); the Board of Trustees of Norwich Township, Franklin County, Ohio (“Norwich Township”), the Board of Trustees of Washington Township, Franklin County, Ohio (“Washington Township”); and the Board of Commissioners of Franklin County, Ohio (“the County”).

BACKGROUND INFORMATION

WHEREAS, in June 2005, all ten (10) parties to the Agreement initiated a multi-jurisdictional effort to protect the environmentally sensitive area of the Big Darby Watershed in Franklin County and establish cooperation among the jurisdictions involved in such areas as provision and utilization of public facilities and services through the development of a multi-jurisdictional plan and related strategies capable of implementation, oversight and enforcement; and

WHEREAS, the parties retained consultant services for this initiative at a cost of \$500,000, which cost was shared by the jurisdictions; and

WHEREAS, the parties pledged assistance in funding the costs of consultant services, which funds have been provided to Columbus to be used by Columbus, as the financial agent for the parties hereto, to pay such costs; and

WHEREAS, the consultant contract term has been extended to June 30, 2006; and

WHEREAS, additional consulting services are required; and

WHEREAS, fewer parties will participate in funding the consultant contract extension; and

WHEREAS, Section 8 of the Agreement requires that all parties must agree to any amendments, changes or modification to the Agreement.

NOW THEREFORE, in consideration of the above Background Information and the promises and covenants contained in the Agreement, the parties hereto, intending to be legally bound, agree that:

1. All terms and conditions of the Big Darby Accord Participation Agreement (“Agreement”) executed in June 2005 are incorporated herein, shall remain in full force and effect, except as expressly amended herein, and shall constitute the entire agreement between the parties for the agreed to purposes.
2. Section 1 of the Agreement (“Consultant Services”) is hereby amended to provide that the cost of the consultant services shall be increased in the amount of Two Hundred Sixty-Two Thousand Six Hundred Dollars (\$262,600.00), for a new total not exceed Seven Hundred Sixty-Two Thousand Six Hundred Dollars (\$762,600.00).
3. Notwithstanding any provision of the Agreement to the contrary, the financial obligations of the parties for the additional funds required by this Amendment shall be as follows:

Payment of Additional Contract Costs. The parties agree to contribute to the payment of the Big Darby Accord consultant contract, as extended, at the financial levels identified below. Each party agrees to pay to Columbus the agreed-upon amount within 30 days of the execution of this Amendment. Columbus agrees to make each payment to the consultant in a timely manner and shall notify each financially participating party of the payments made under this Amendment as they are paid. If there is any amount remaining after the consultant contract, as extended, is completed or cancelled, the remaining amount of the additional funds contributed shall be distributed within 90 days to the parties below, according to their percentage of contribution.

- a. Franklin County - \$65,694
- b. City of Columbus - \$114,000
- c. City of Hilliard - \$26,260
- d. City of Grove City - \$1,500
- e. Village of Harrisburg - \$0
- f. Brown Township - \$17,069
- g. Norwich - \$0
- h. Pleasant - \$17,069
- i. Prairie Township - \$21,008
- j. Washington Township - \$0

4. Warranties. Each party represents, warrants and covenants to the other parties that: (1) the officer or officers executing this Amendment on behalf of the party is or are duly authorized to enter into this Amendment on behalf of the party; (2) each party has all necessary power and authority to enter into this

Amendment; and (3) the execution of this Amendment constitutes the valid and binding obligation of the party in accordance with its terms.

5. Counterparts. This Amendment may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Amendment and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

6. Legislative Approval. The financial obligations of the parties herein are contingent upon the passage and effectiveness of legislation from their respective legislative bodies authorizing the execution of this Amendment and appropriating the funds therefore.

IN TESTIMONY WHEREOF, the parties have caused this Amendment to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF COLUMBUS

By _____

Approved as to form:

City Attorney

CITY OF GROVE CITY

By _____

Approved as to form:

Law Director

CITY OF HILLIARD

By _____

Approved as to form:

Law Director

VILLAGE OF HARRISBURG

By _____

Approved as to form:

Law Director

PRAIRIE TOWNSHIP BOARD OF TRUSTEES

By _____

BROWN TOWNSHIP BOARD OF TRUSTEES

By _____

PLEASANT TOWNSHIP BOARD OF TRUSTEES

By _____

NORWICH TOWNSHIP BOARD OF TRUSTEES

By _____

WASHINGTON TOWNSHIP BOARD OF TRUSTEES

BY _____

FRANKLIN COUNTY

BY _____