

TERMINATION OF PROJECT PARTNERSHIP AGREEMENT; RE: SECTION
594 PROJECT PARTNERSHIP AGREEMENT FOR DESIGN AND
CONSTRUCTION ASSISTANCE, TROTWOOD, OHIO SURFACE WATER
RESOURCE PROTECTION PROJECT FOR THE PROPOSED NEWTOWN CENTER
DEVELOPMENT

THIS TERMINATION OF SECTION 594 PROJECT PARTNERSHIP
AGREEMENT is made and entered into by and between the United
States Department of the Army, hereinafter referred to as the
"Government", acting by and through the Commander and District
Engineer, United States Army Engineer District, Louisville, and
the City of Trotwood, Ohio, a municipal corporation organized
and existing under and pursuant to the laws of the State of
Ohio, hereinafter referred to as the "City".

WHEREAS, on the 31st day of October, 2006 the Government
and the City did enter into a project partnership agreement for
design and construction assistance in connection with a
federally authorized water-related environmental infrastructure
and resource protection project in the City of Trotwood, Ohio;

WHEREAS, the above-referenced design and construction
agreement shall be hereinafter referred to as the "Agreement";

WHEREAS, a full and true copy of the Agreement is attached
hereto, and is incorporated herein by reference as Exhibit "A";

WHEREAS, due to financial hardships the City has expressed
the desire to terminate the Agreement; and

WHEREAS, following a period of telephonic and in person
negotiations the Government and the City have agreed to
terminate the Agreement.

NOW, THEREFORE, WITNESSETH: That for the consideration as
set forth in the Agreement, the adequacy and legal sufficiency
of which is hereby acknowledged, the Government and the City do
hereby agree as follows:

1. That the above-stated recitals are incorporated herein
and made a part hereof.

2. That this termination shall be effective upon the date of execution by the Commander and District Engineer, United States Army Engineer District, Louisville.

3. That all monetary reimbursements payable under and pursuant to the terms and conditions as set forth in the Agreement have been paid in full.

4. That the Agreement is hereby terminated in full.

IN TESTIMONY WHEREOF, witness the signature of the City of Trotwood, Ohio, a municipal corporation organized and existing under and pursuant to the laws of the State of Ohio, by its City Manager, Quincy E. Pope, Sr., pursuant to a Resolution duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the City Council, City of Trotwood, Ohio, this ____ day of _____, 2017.

CITY OF TROTWOOD, OHIO

BY: _____

Quincy E. Pope, Sr., City Manager,
City of Trotwood, Ohio

ATTEST: _____

David Young, Deputy Clerk of Council,
City of Trotwood, Ohio

CERTIFICATE OF AUTHORITY: I, _____, City Solicitor, _____

_____, as the principal legal officer for the City of Trotwood, Ohio, do hereby certify that the foregoing Termination Of Section 594 Project Partnership Agreement was duly and legally executed by Quincy E. Pope, Sr., City Manager, City of Trotwood, Ohio, on behalf of the City of Trotwood, Ohio.

I have executed this Certificate of Authority on this the _____ day of _____, 2017.

CITY OF TROTWOOD, OHIO

BY: _____
_____, City
Solicitor

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this _____ day of _____, 2017.

UNITED STATES DEPARTMENT OF
THE ARMY

BY: _____
Christopher G. Beck
Colonel, Corps of Engineers
Commander and District Engineer,
United States Army Engineer District,
Louisville

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Witness the signature of Quincy E. Pope, Sr., City Manager, City of Trotwood, Ohio, this ____ day of _____, 2017.

CITY OF TROTWOOD, OHIO

BY: _____
Quincy E. Pope, Sr., City Manager,
City of Trotwood, Ohio

This is an e-version of Exhibit "A":



2 - TERMINATION,
EXHIBIT A.pdf

REVIEW DRAFT TO QUINCY E. POPE, SR.