

11-440

AGREEMENT FOR COOPERATION AND COST SHARING OF PLANS AND SPECIFICATIONS FOR A SANITARY SEWER EXTENSION IN BOSTON TOWNSHIP

WHEREAS, the County of Summit ("County"), through its Department of Environmental Services ("DOES"), wishes to engage an engineering consultant to design a sewer extension in Boston Township, namely the preparation of plans and specifications, including surveying and subsurface soils investigation, for the construction of approximately 4,200 feet of 8" to 12" sanitary sewer along Seasons Road, Wyoga Lake Road and Akron-Cleveland Road from the Cuyahoga Falls and Stow Corporation lines west and north to approximately 5157 Akron-Cleveland Road in Boston Township (the "Project"), which has been identified by the U.S. Department of Housing and Urban Development ("HUD") as a Low to Moderate Income Area; and

WHEREAS, said Project will benefit the Western Reserve Joint Economic Development Zone; and

WHEREAS, the County and the City of Cuyahoga Falls ("City") desire to partner to fund the design of the Project; and

WHEREAS, the City and County through its Department of Community and Economic Development ("DCED") each desire to contribute \$25,000.00 of their Community Development Block Grant ("CDBG") allocation from HUD (Fiscal Year 2011 for DCED and Fiscal Year 2010 for the City) to partially fund the design of the Project; and

WHEREAS, DOES desires to fund the balance of the Project using DOES sewer enterprise funds; and

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, it is agreed between the County and City as follows:

SECTION I – DUTIES OF THE COUNTY

1. Commit Block Grant. DCED shall commit \$25,000.00 of its Fiscal Year 2011 CDBG allocation from HUD to partially fund the cost of the Services (defined below).

2. Retain an Engineering Consultant. DOES shall engage the services of a professional engineering consultant ("Consultant") to prepare the plans and specifications for the Project including surveying and subsurface soils investigation ("Services") in accordance with Chapter 177 of the Codified Ordinances of the County of Summit. The County shall include substantively the following provisions in its agreement with the Consultant:

- a. County's CDBG Share. The Consultant shall first invoice DCED in the amount of \$25,000.00, as that proportion of Services is completed.

- b. City's CDBG Share. The Consultant shall then invoice the City directly in the amount of \$25,000.00 as that next proportion of Services is completed.
 - c. Remaining Share Paid by DOES. The Consultant shall invoice DOES for the remainder of the cost of the Services performed by the Consultant.
 - d. CDBG Provisions. All language and provisions as required by the Block Grants awarded to the parties.
 - e. Invoice Copies Provided. Consultant shall provide copies of all invoices for Services to the City, DCED and DOES as they are made.
3. Payment of County's CDBG Share. Within 45 days of receipt of the Consultant's invoice for Services, and upon approval of said invoice by DCED and DOES, DCED shall pay directly to the Consultant \$25,000.00, out of DCED's Fiscal Year 2011 CDBG allocation.
4. Payment of Remainder of Cost of Services. DOES shall be solely responsible for payment of the remainder of the costs of the Services after DCED's and City's CDBG contributions.
5. Lead Agency, Ownership of Deliverables. DOES shall be the lead agency for the contract with the Consultant, and will be responsible for monitoring the performance and work product of the Consultant. DOES shall own the plans and specifications for the Project upon completion. However, DOES shall make available said plans and specification for the Project, without charge, to the participants in the Western Reserve Joint Economic Development Zone or to any private developer desiring to construct all or part of the Project in order to facilitate development.

SECTION II. DUTIES OF THE CITY

1. Commit Block Grant. The City shall commit \$25,000.00 of its Fiscal Year 2010 CDBG allocation from HUD to partially fund the cost of the Services.
2. Payment of City's CDBG Share. Within 45 days of receipt of the Consultant's invoice for Services, and upon approval of said invoice by the City and DOES, the City shall pay to the Consultant \$25,000.00 out of the City's Fiscal Year 2011 CDBG allocation. The City shall not be responsible for any other costs of preparation of the plans and specifications of the Project, or any other costs associated with the Project, unless otherwise agreed to in writing and with the proper legislative approvals from the parties' Councils.

SECTION III. EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_____ day of _____, 2011.

CITY OF CUYAHOGA FALLS:

By: _____
Don L. Robart, Mayor

Date

Approved as to form:

Paul Janus, Law Director,
City of Cuyahoga Falls

COUNTY OF SUMMIT

By _____
Russell M. Pry, Executive

Date

Approved as to form:

Deborah S. Matz, Director of Law,
Insurance and Risk Management
County of Summit

FINANCE DIRECTOR'S CERTIFICATE/CITY OF CUYAHOGA FALLS

I, _____, Director of Finance of the City of Cuyahoga Falls, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Finance Director

Date: _____