



19-365

**COST SHARING AGREEMENT BETWEEN THE COUNTY OF SUMMIT, OHIO AND THE CITY OF HUDSON, OHIO FOR THE DESIGN OF A PUMP STATION AND FORCEMAIN TO SERVICE THE CITY OF HUDSON'S DOWNTOWN DISTRICT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF HUDSON, OHIO**, a charter municipal corporation in Ohio (hereinafter, "Hudson"), and the **COUNTY OF SUMMIT, OHIO**, a charter county government in Ohio (hereinafter, "Summit County") (collectively, the "Parties").

Whereas, Hudson intends to develop a portion of its downtown district; and

Whereas, Hudson's development of its downtown district will require future infrastructure improvements including sanitary sewer services from Summit County; and

Whereas, Summit County has agreed to provide sanitary sewer services to the development area of the downtown district if sanitary sewer infrastructure improvements are made to the downtown area; and

Whereas, Hudson and Summit County have agreed to share in the costs of the design of a sanitary sewer pump station and forcemain that would permit sanitary sewer services to be provided by Summit County to Hudson's downtown district (hereinafter referred to as the "Project"); and

Whereas, the total cost of the Project is \$111,531.70 and the Project is to be performed by the Environmental Design Group (hereinafter, "EDG"); and

Whereas, because of the benefit that the Project provides to Summit County's sanitary sewer system, Summit County has agreed to pay a not to exceed amount of \$19,937.93 of the total Project cost; and

Whereas, Hudson has agreed to pay the remaining \$91,593.77 of the total Project cost; and

Whereas, the Parties agree that invoicing change orders that cause the Project's costs to exceed the total cost set forth herein, must be agreed to in writing by both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are incorporated into the body of this Agreement by this reference.
2. Summit County hereby gives its consent for Hudson to both act as its contractual agent in connection with the Project and manage EDG's performance under the Project contract.

3. Summit County hereby approves and ratifies all contracts which Hudson has entered or may enter on its behalf which pertain to the Project and waives any objection to Hudson's selection of EDG as the contractor who will perform the Project.
4. Both Hudson and Summit County agree to the terms and scope of services (including the invoicing procedures) of the Project as detailed in the professional services proposal from EDG dated June 3, 2019 (attached hereto and incorporated herein as Exhibit "A").
5. Hudson agrees to be responsible for and make payment directly to EDG for the Project costs in a total amount of \$91,593.77 and as said costs are itemized in the detailed fee proposal dated June 3, 2019 from EDG itemizing Hudson's share of the costs of the Project (attached hereto and incorporated herein as Exhibit "B"). Contemporaneously with each payment made to EDG pursuant to this Agreement, Hudson further agrees to provide written notice to Summit County evidencing each payment made to EDG pursuant to this Agreement.
5. Summit County agrees to be responsible for and make payment directly to EDG for Project costs in a total amount of \$19,937.93 and as said costs are itemized in the the detailed fee proposal dated June 3, 2019 from EDG itemizing Summit County's share of the costs of the Project (attached hereto and incorporated herein as Exhibit "C"). Contemporaneously with each payment made to EDG pursuant to this Agreement, Summit County further agrees to provide written notice to Hudson evidencing each payment made to EDG pursuant to this Agreement.
6. Summit County agrees to assign a contract person authorized to act as the agent for Summit County to review, approve, and pay EDG's invoices and otherwise represent Summit County with respect to all matters dealing with the Project and the terms and obligations of this Agreement.
7. Summit County understands and agrees that nothing in this Agreement obligates Hudson to install, improve, and/or construct a sanitary sewer pump station and/or forcemain pursuant to the design recommendations of the Project or to take any additional action outside of the respective funding obligations relative to the Project contained in this Agreement.

This Agreement shall expire upon the successful completion of the obligations contained herein. 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 all of the Parties.

The following parties are in agreement with the conditions of this Agreement regarding the cost sharing obligations, management, and performance of the contract for the design of the pump station and forcemain to service the City of Hudson's downtown district.

*The rest of this page left blank. Signature page to follow.*

**CITY OF HUDSON, OHIO**

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Jane Howington, City Manager

Approved as to legal form and correctness:

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Matthew J. Vazzana  
City Solicitor  
City of Hudson, Ohio

**COUNTY OF SUMMIT, OHIO**

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Ilene Shapiro, County Executive

Approved as to legal form and correctness:

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Deborah S. Matz, Director  
Executive's Department of Law and Risk Management

**FISCAL OFFICER'S CERTIFICATE**

As the Director of Finance of the COUNTY OF SUMMIT, OHIO, I certify that as of the date of execution of the within Agreement the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Diane Miller-Dawson  
Director of Finance and Budget  
County of Summit, Ohio

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