

Memorandum of Understanding
Between
Summit County Combined General Health District
and
Surface Water Management District, Summit County, Ohio

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Summit County Combined General Health District d/b/a Summit County Public Health (“SCPH”) and the Surface Water Management District, hereinafter referred to as “District”. At the time of the execution of this MOU, the District consists of 11 communities: Bath Township, Boston Township, Copley Township, Coventry Township, Village of Lakemore, Northfield Center Township, City of Reminderville, Richfield Township, Sagamore Hills Township, Springfield Township and Twinsburg Township. This MOU is intended to define the relationship between SCPH and the District regarding the provision of services under the Minimum Control Measure (“MCM”) #3 of the general National Pollutant Discharge Elimination System (NPDES) Permit and shall be in effect from 1/1/26 until 12/31/30.

Now therefore, for and in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the parties agree to the Services, Investment and Term Sections of the MOU as follows:

SERVICES

Upon execution of an agreement with the District, SCPH shall provide the following services to meet MCM #3:

- 1) Inspect each outfall at least once during the contract term.
- 2) Sample all outfalls with dry weather discharge and/or suspected of an illicit discharge.
- 3) Enter all inspection and sampling data into a database.
- 4) Notify the District of all identified illicit discharges.
- 5) Investigate all identified illicit discharges related to failing sewage treatment systems.
- 6) Provide a report to the District of all activities conducted in the District’s political subdivisions during the preceding year by March 1st.

INVESTMENT

Total annual costs for the 5 year term of this Agreement will be the sum of the annual costs for screening, reporting, and the sampling costs conducted in that calendar year with a 5% annual increase. Sampling fees will begin at \$106.35 per sample in 2026. For planning purposes, an assumption of twenty percent of the total outfalls screened annually may be sampled.

Services	2026	2027	2028	2029	2030
Screening/Reporting	\$27,406.70	\$28,777.04	\$30,215.89	\$31,726.68	\$33,313.02
Sampling	\$5,211.15	\$5,471.83	\$5,745.25	\$6,032.39	\$6,334.23

The total contract amount will not exceed \$180,234.17 during the contract term.

TERM

The term of this agreement shall be from January 1, 2026 to December 31, 2030. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement are unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is cancelled by the parties prior to completion, SCPH, within twenty (20) days, shall submit a certified final progress report with a percentage of work completed by the date of cancellation. The District will pay SCPH for the work completed as certified in this statement, subject to the provisions of this Agreement. In the event that the District is notified that the funding is terminated for any reason, the District shall immediately notify SCPH of the termination of funding.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

Signed by: Christopher Barker 11/17/2025 | 8:43:13 AM EST

Christopher A. Barker, MPH Date Witness Date
Summit County Combined
General Health District
Tax ID: 34-6002767

District Representative Date Witness Date
Surface Water Management District
Summit County, OH
Tax ID: _____

Approved as to form:

Approved as to Form:

Signed by: Una Lakie 11/14/2025 | 9:16:31 AM EST

Summit County Assistant Prosecutor