



**AGREEMENT BETWEEN
SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD
AND
CITY OF HUDSON**

This Agreement is entered into by and between the **Summit County Developmental Disabilities Board**, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as “**Summit DD**”, and the **City of Hudson**, a chartered municipality, with its principal office located at **1140 Terex Road, Hudson, Ohio 44236**, hereinafter referred to as “**City.**”

WHEREAS, Summit DD and City desire to create a more inclusive and accessible playground for individuals of all abilities, as further described herein; and

WHEREAS, Summit DD has access to grant funds for projects that promote and improve inclusivity and accessibility for individuals of all abilities through the Ohio Department of Developmental Disabilities (DODD) that were received as part of the American Rescue Plan Act (ARPA).

WHEREAS, City, with the assistance of some dedicated residents, has committed significant resources in creating an accessible playground that can be utilized by children and individuals of all abilities and, to assist in the completion of the inclusive playground, is requesting assistance from Summit DD to utilize ARPA grant funds through DODD in creating said playground in accordance with the terms set forth in this Agreement, and with the Parties recognizing the City shall have full and sole discretion to utilize said inclusive playground equipment in areas within the City that would best serve its residents and the greater community.

THEREFORE, in consideration of the covenants and promises made herein, the Parties agree as follows:

1. **Services and Equipment.** City shall purchase the following items:

• PowerScope Play Structure	\$232,708.05
• (4.5) Bay PT Swing Frame*	\$15,335.12
• SkyRun Zip Track (Double)	\$31,159.18
• Double Arch Swing	\$14,533.68
• RoxAll SeeSaw	\$10,636.80
• Sensory Wave	\$4,22.08
• (2) Talk Tubes – Ground Level	\$985.40
• VistaTree	\$18,782.14
• 4 foot Double Zip Slide	\$3,928.32
• Roller Table	\$13,016.16
• GT Wave	\$70,407.89

- Sway Bench \$4,502.74
- Harmonic Chimes (set of 7) \$9,782.45

*includes (1) Zero G SwingSeat, (1) Expression Adaptive Seat, (1) Enclosed Tot Seat, (1) Expression Tot Seat, (4) Belt Seats, (1) Expression Swing Tandem

The City shall own the equipment and shall have full and sole discretion as to the construction, installation, location, and utilization of said playground equipment, and there are no other rights in the equipment created hereunder other than those expressly stated.

2. **Term.** The term of this Agreement shall be from **June 1, 2024 through December 31, 2024, or the full reimbursement of the City by Summit DD, whichever occurs first.** Prior to the City's ordering of the above listed playground equipment, Summit DD may terminate this Agreement at its sole discretion if it is determined that the ARPA grant funds are not being utilized in accordance to the requirements of DODD by providing written notice to City effective immediately or on a date of Summit DD's choosing.
3. **Reimbursement.** The total amount of this Agreement shall not exceed **FOUR HUNDRED THIRTY THOUSAND DOLLARS AND 00/100 (\$430,000.00).** City, after purchasing the above listed items, shall invoice Summit DD with detailed documentation supporting the amount invoiced. Summit DD shall reimburse the City within thirty days of receipt of the invoice and supporting documentation. The reimbursement of the City's expenditures to purchase the equipment shall not create any ownership rights or obligations upon Summit DD or any other person or entity.
4. **Audit.** Since funding for the Hudson Accessible Playground Project is, in part, pursuant to a grant received through the DODD, Summit DD reserves the right to audit City records related to this project and, if there is a material discrepancy, to withhold payment and/or seek reimbursement pending written verification of the amounts invoiced.
5. **Qualifications.** City represents and warrants that all employees of City, or contractors hired by the City to construct the playground and assemble the equipment, are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Responsibility and Release.** Both Summit DD and City are governmental institutions/entities who are entitled to immunity from suit pursuant to Chapter 2744 of the Ohio Revised Code. The Parties agree that nothing in this provision shall be construed as a waiver of their sovereign immunity. However, since the City will be responsible for the assembly and building of the playground and the playground equipment, the City shall be responsible for any and all third party claims, actions, damages, expenses awarded by a court of competent jurisdiction and arising out of or resulting from the acts or omissions of the City in the construction and assembly of the playground and the playground equipment. The Parties otherwise release and discharge one another as well as any of their employees or agents from all claims, demands, actions, or causes of action of any nature and character resulting from the performance of City, its agents and/or employees in connection with the subject matter of this Agreement.

7. **Insurance.** City shall maintain, in full force and effect, all necessary insurance coverages relative to the City's activities under this Contract.
8. **Confidentiality.** If in the course of constructing the accessible playground the City becomes aware of individuals receiving services, the City shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law. City acknowledges that the laws of Ohio and Summit DD's policies and procedures shall govern this provision. City acknowledges that any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.
9. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the Parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all Parties.
10. **Council Approval.** This Agreement shall only be effective upon legislative action by Hudson City Council and the City Manager's signature.
11. **Counterparts and Electronic Signatures.** This Agreement may be signed in ink or electronic signature (such as DocuSign) and in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile or electronic copy of an original transmitted to the other Party is effective as if the original was sent to the other Party.
12. **Severability.** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.
13. **Waiver.** The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
14. **Assignment.** The rights and duties under this Agreement are personal and may not be assigned by either Party without prior written consent.

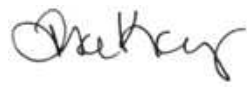
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by Summit DD.

CITY OF HUDSON

**SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD**

By: _____
Signature / Date

By:  5/17/2024
Signature / Date

Print Name

Lisa Kamlowsky
Print Name

APPROVED AS TO FORM BY:

Marshal Pitchford, Hudson City Solicitor

APPROVED AS TO FORM BY:

James W. Armstrong, Summit DD Director of Legal Services