

**COST REIMBURSEMENT AGREEMENT WITH WESTERN RESERVE ACADEMY  
FOR INSTALLATION OF PARALLEL PUBLIC PARKING ALONG E. PROSPECT  
STREET BETWEEN SR 91 AND COLLEGE STREET.**

This Agreement is entered into and is effective this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **CITY OF HUDSON, OHIO**, a charter municipal corporation in Ohio (hereinafter “Hudson”), and **WESTERN RESERVE ACADEMY**, (hereinafter “WRA”) (collectively, the “Parties”).

WHEREAS, WRA wishes to add parallel, public parking along E. Prospect Street between State Route 91 and College Street (hereinafter, “Project”) within the WRA campus; and

WHEREAS, the three (3) new, parallel parking spaces along E. Prospect Street between State Route 91 and College Street are for public use only, as noted above, and shall not be restricted to use by employees, representatives or guests of WRA or any other private use; and

WHEREAS, because the three (3) new, parallel parking spaces along E. Prospect Street between State Route 91 and College Street are for public use only, as noted above, no private or non-City of Hudson signs restricting or attempting to restrict their use shall be erected in the vicinity of the spaces without the approval of City Council; and

WHEREAS, Hudson will add this work to its annual Asphalt Resurfacing contract; and

WHEREAS, the engineer’s estimate for this work is approximately \$18,928.25, which includes a 10% contingency amount; and

WHEREAS, WRA has agreed to reimburse Hudson for any and all costs related to the Project; and

WHEREAS, Hudson will invoice WRA at the end of the Project for all costs related to the work.

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

1. The above recitals are incorporated into the body of this Agreement by this reference.
2. WRA hereby gives its consent for and authorizes Hudson to both act as its contractual agent in connection with the Project and costs and manage the performance under any contracts related to the Project. For the avoidance of doubt, WRA understands and agrees that the parking spaces to be constructed as a part of the Project shall be public spaces open and available for the public at large.
3. WRA hereby approves and ratifies all contracts which Hudson has entered or may enter on its behalf for the Project.
4. WRA agrees to reimburse Hudson for payments made related to the Project in accordance with the terms of this Agreement and make payment directly to Hudson for costs incurred

by Hudson as a result of the Project.

**5. Reimbursement Process:**

- a. Hudson shall receive and process all invoices relative to the Project. Upon receipt of an invoice relative to the Project, Hudson shall, review, and if proper, approve and pay the Project invoice. Hudson agrees to advance payment of the entire cost of each Project invoice.
  - b. Within thirty days after receipt of Hudson's invoice or any paid invoice related to the project, WRA agrees to pay and reimburse Hudson in full for all costs Hudson pays for the Project.
6. This Agreement shall expire upon the successful completion of the obligations contained herein and/or termination of the Project by Hudson and/or by written instrument signed by all the Parties.
7. WRA shall defend, indemnify and hold harmless Hudson and its officials, appointees, volunteers, officers, directors, employees, advisors, representatives and/or agents from and against all loss, damage, expense, actions, attorney's fees, liabilities, and claims which: (a) arise out of the Project or this Agreement and the performance of any obligations hereunder, including the negligence, strict liability or other fault of WRA, including, in whole or in part through its subcontractors, employees, agents and/or suppliers; or (b) arise out of or result from WRA's violation of applicable law, regulation, or other mandate by a competent authority in connection with the Project or this Agreement.
8. WRA knowingly and freely assumes all risks associated with the Project and this Agreement. WRA, on behalf of itself and its officials, officers, board members, employees, members, agents, representatives, subcontractors, and for all their successors and assigns, hereby: waives all claims and otherwise releases, extinguishes and discharges Hudson from all liability that might be alleged to or otherwise does arise from the Project or this Agreement; and, covenants not to sue Hudson and its officials, appointees, volunteers, officers, directors, employees, advisors, representatives and/or agents for any reason in connection with the Project. The Parties further expressly agree that this waiver, assumption of risk, and release of liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. 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.

10. This Agreement is personal. As such, neither Party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of such Party, or its permitted successive assignees or transferees, without the other Party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
11. 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.
12. 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.
13. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be considered a separate and an independent document, which shall supersede all other agreements, either oral or written, between the Parties. For purposes of construction, this Agreement will be deemed to have been drafted by both Parties.
14. This Agreement may be amended only by written instrument signed by all the Parties.
15. Each Party represents that the individual signing on its behalf, in other words the signers below, has completely read all the terms in this Agreement and that such terms are fully understood and voluntarily accepted and that the Party has been afforded sufficient time to be represented by legal counsel of that Party's choice.

IN WITNESS HEREOF, the duly authorized representatives of the Parties have affixed their signatures under hand on the date first set forth above.

**CITY OF HUDSON, OHIO**

By: \_\_\_\_\_

Thomas J. Sheridan, City Manager

Approved as to form:

\_\_\_\_\_  
Marshal Pitchford, Acting City Solicitor

**WESTERN RESERVE ACADEMY**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

**FINANCE DIRECTOR'S CERTIFICATE/CITY OF HUDSON**

I, Jeffrey Knoblauch, Director of Finance of the City of Hudson, 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.

\_\_\_\_\_  
Jeffrey Knoblauch  
Finance Director

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

**WESTERN RESERVE ACADEMY TREASURER'S CERTIFICATE**

I, Thomas Arnold, Chief Financial and Operating Officer of Western Reserve Academy, 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 schools 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.

\_\_\_\_\_  
Thomas Arnold  
Chief Financial and Operating Officer

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