

**AGREEMENT OF COOPERATION  
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF NEW FRANKLIN  
FOR SNOW AND ICE REMOVAL SERVICES**

This Agreement of Cooperation is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the City of New Franklin, hereafter referred to as the "City", with the County and City referenced hereby jointly as the "Parties" and separately as "Party".

**WITNESSETH:**

WHEREAS, the City is requesting snow and ice control services within the City's corporate limits as necessary; and

WHEREAS, the City desires that the County will provide these services through the Engineer.

WHEREAS, by City of New Franklin Resolution No. 09-R48, the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

**Section 1 – SCOPE OF WORK – SNOW AND ICE REMOVAL**

The Scope of Work covered by this Agreement consists of snow and ice removal within the City's corporate limits. The parties have prepared an itemized inventory documenting the roads within the City's corporate limits for which the Engineer shall perform snow and ice control (the "Inventory"), said Inventory being attached hereto as Exhibit 1, which is fully incorporated herein. The parties agree that the County shall be reimbursed for the City's portion of the County's actual cost of snow and ice removal based on the ratio of total lane miles cleared of snow and ice by County forces for all its winter work. The parties understand and agree that the Inventory is an integral element to the formula for reimbursement as provided herein.

The County's actual cost of snow and ice removal consists of the direct cost of salt, calcium chloride, labor, and overtime; indirect costs which are the equivalent of 68% of direct cost; and equipment costs, including depreciation. Currently, the city's portion of the total length of roads set forth in the Inventory (Exhibit A) (48.13 miles) equates to 7.66% of the length of all roads for which the engineer provides snow and ice removal services (710.53 miles). The parties understand and agree that the actual cost of this agreement is dependent upon the unknown variable of the amount of snow and ice that accumulates during the winter season.

If the parties desire that any new sections of roadway shall become part of this Agreement, the Inventory shall be adjusted accordingly and approved in writing by both parties as an amendment to this agreement.

#### **Section 2 – CITY RESPONSIBILITIES**

The City shall make payments to the County for personnel and materials required to complete the project. The City shall issue an initial purchase order in the amount of \$95,821.86 which is based on the average proportional share of the snow and ice removal costs on City roadways to the County's total projected annual cost of snow and ice removal. The City shall provide an area within its corporation limits allowing the Engineer to install a covered salt shed for storage of clear-lane salt material that is to be used for snow and ice removal for the City. The City agrees that it has the duty to maintain its roads in a manner which shall prevent any damage to the county's equipment during periods in which snow and ice removal services are provided under this agreement.

#### **Section 3 – COUNTY RESPONSIBILITIES**

The County shall provide all necessary snow and ice removal crews and equipment to ensure proper completion of the Project.

#### **Section 4 – TERMS OF PAYMENT**

The City shall reimburse the County for its expenses for the actual cost of snow and ice removal, including as defined in Section 1 above, based upon the ratio of lane miles of

segments defined in the approved Inventory to the total lane miles cleared of snow and ice by the Engineer. The Engineer's actual costs for labor and material per snow and ice event will be calculated and used for this equation. Equipment, including fuel and depreciation, will be charged at the County's hourly rates for equipment use.

The County will invoice the City monthly against established purchase orders for reimbursement of costs incurred for the preceding period using the number of lane miles shown on the approved Inventory at the beginning of each monthly period. The City will reimburse the County within thirty (30) business days of being invoiced.

#### **Section 5 – DISPUTE RESOLUTION**

In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Director of Public Service for the Summit County Engineer and a designated representative of the City, in writing, within 90 days of discovery of such dispute.

In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

#### **Section 6 – INSPECTIONS**

Periodic inspections may be performed jointly by representatives of the County and the City, to determine the level of service being provided on the City's roadway system during a snow and ice event.

#### **Section 7 – TERM**

This agreement becomes effective September 1, 2009, and will have an initial term through August 31, 2010. Said Agreement will be extended automatically for three (3) additional one (1) year periods unless a party hereto gives ninety (90) days written notice to the other party prior to expiration. This Agreement may be rescinded by either party giving ninety (90) days written notice to the other party.

**Section 7 – APPLICABLE LAW**

The County and City agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

**Section 8 – EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supercedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the City by the signature of the Mayor.

THE CITY OF NEW FRANKLIN

Approved as to Form:

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

\_\_\_\_\_  
Thomas M. Musarra, Law Director

THE COUNTY OF SUMMIT

Recommended By:

\_\_\_\_\_  
Alan Brubaker, P.E., P.S.  
Summit County Engineer

Authorized By:

\_\_\_\_\_  
Russell M. Pry  
County of Summit Executive

\_\_\_\_\_  
Date

Approved as to Legal Form  
and Correctness:

\_\_\_\_\_  
Susan Baker Ross  
Assistant Prosecutor, County of Summit

\_\_\_\_\_  
Date

**AGREEMENT OF COOPERATION  
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF NEW FRANKLIN  
FOR SNOW AND ICE REMOVAL SERVICES**

**Inventory – Exhibit 1**

Cleveland Massillon Road – From Clinton Corp. Line to Barberton Corp. Line

Caston Road – From Renninger Road to Green Corp. Line

Center Road – From Cleveland Massillon Road to S. Main Street

Comet Road – From Clinton Corp. Line to S. Main Street

Eastern Road – From Van Buren Road to S.R. 619

Fairland Road – From Center Road to Barberton Corp. Line

Grove Road – From Comet Road to Vanderhoof Road

Hampsher Road – From Comet Road to Nimisila Road

Kungle Road – From Cleveland Massillon Road to Barberton Corp. Line

Main Street (South) – From E. Caston Road to Yager Road

Nimisila Road (West) – From Clinton Corp. Line to S. Main Street

Renninger Road – From Nimisila Road to S.R. 93

S.R. 93 – From Coventry Township to Stark County Line

S.R. 236 – From S.R. 93 to Stark County Line

S.R. 619 – From City of Green Corp. Line to Coventry Township Line

Swigart Road – From S.R. 619 to S.R. 93

Yager Road – From S.R. 93 to S. Main Street

Van Buren Road – From Clinton Corp. Line to Barberton Corp. Line

Vanderhoof Road – From S.R. 93 to Taylor Road (Wayne County Line)

Total Length of Roads = 48.13 Miles



I. Cost of Benefits Provided to SCE Employees That is Not Included in Hourly Rate Charged for Service.

<u>Benefit</u>	<u>Description</u>	<u>TOTAL ANNUAL COST</u>	<u>% OF SALARY COST (See Note 1) CALCULATIONS</u>	<u>PERCENTAGE</u>
Holidays	Employees receive 13 paid holidays per year, which	See Note 2	5%	5%
Vacation	Employees receive an average of 6.2 hours of	See Note 2	8%	8%
Sick	4.6 hours per 80 hours worked (3 weeks per year).	See Note 2	6%	6%
<u>Subtotal (Percentage of Work Year and Salary Cost Attributable to Holidays, Vacation and Sick Leave)</u>			<u>19%</u>	<u>19%</u>

II. Cost of Additional Required Benefits for SCE Employees.

<u>Benefit</u>	<u>Departmental Cost</u>			<u>Total 2008 Cost</u>	<u>% OF SALARY COST (See Note 1) USED IN PRIOR CALCULATIONS</u>	<u>PROPOSED 2009 PERCENTAGE</u>
	<u>Admin</u>	<u>Maintenance</u>	<u>Engineering</u>			
PERS	\$154,627	\$546,037	\$243,799	\$944,463	13%	14%
Hospital Waiver	\$1,200	\$1,800	\$550	\$3,550	0%	0%
Unemployment	\$0	\$366	\$857	\$1,223	0%	0%
Workers Comp	\$18,937	\$66,987	\$29,697	\$115,621	1%	2%
Health benefits	\$148,599	\$806,293	\$306,402	\$1,261,294	16%	19%
AFSCME Healthcare	\$978	\$34,615	\$5,705	\$41,298	1%	1%
Life	\$432	\$1,998	\$734	\$3,164	0%	0%
Medicare	\$15,567	\$41,488	\$22,019	\$79,074	1%	1%
<u>Subtotal (Benefits not Included in Salary Cost)</u>			<u>\$340,340</u>	<u>\$1,499,584</u>	<u>31%</u>	<u>36%</u>

III. Executive's Administrative Costs (See Note 3)

<u>IV. Engineer's Administrative Costs</u>	\$363,700	5%
--	-----------	----

<u>V. Debt Service Costs</u>	\$0	0%
------------------------------	-----	----

<u>VI. Salaries</u>	1,104,478.00	3,865,000.00	1,780,230.00	6,749,708.00	50%	68%
<u>Total Cost Allocation</u>					<u>50%</u>	<u>68%</u>

Note 1: 2008 salary costs were "Admin" - \$1,104,478; "Maintenance" - \$3,865,000; "Engineering" - \$1,780,230. Total 2008 salary costs were \$6,749,708.

Note 2: The SCE's costs for vacation, sick leave and holiday benefits are included in its total salary costs, but are not included in the hourly rates it charges entities for which it provides services. These entities only pay the SCE for the actual hours worked by SCE employees and not sick, holiday or vacation time used by SCE employees, which accounts for 19% of SCE employees' work year.

Note 3: Based on Maxximus Cost Allocation Study for Executive