

11-306

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF CUYAHOGA FALLS
FOR RESURFACING OF SAND RUN ROAD**

This Agreement of Cooperation is made this _____ day of _____, 2011 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 Cuyahoga Falls, hereafter referred to the "City", with the County and City referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the City and County are in agreement that the Resurfacing of Sand Run Road, hereafter referred to as the "Project", is necessary; and

WHEREAS, the Project is a joint venture between the County and the City that will be administered by the City; and

WHEREAS, the County desires that the City will contract for these services that will include resurfacing areas of Sand Run Road within the County's jurisdiction; and

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 – RESURFACING OF SAND RUN ROAD

The Scope of Work covered by this Agreement consists of the Resurfacing of Sand Run Road within both the City's corporate limits and within Bath Township, in accordance with a plan previously reviewed and approved by the City Engineer, which is attached hereto and fully incorporated herein as Exhibit 1. The parties agree that the City shall be reimbursed by the County for 50% of the construction of Sand Run Road.

Section 2 – CITY RESPONSIBILITIES

The City shall make payments for personnel and materials required to complete the project. The City shall provide all necessary labor and equipment to ensure proper completion of the Project.

Section 3 – COUNTY RESPONSIBILITIES

Upon the execution of this agreement, the County shall issue an initial purchase order in the amount of \$ 45,000.00 which is the estimated cost of the County portion of Project as defined in Section 4 – Terms of Payment.

Section 4 – TERMS OF PAYMENT

The County shall reimburse the City for expenses for the actual cost of the Project.

The City will invoice the County against established purchase orders (as set forth in Section 2 of this agreement) for reimbursement of costs incurred for services performed. The County will reimburse the City within fifteen (15) 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 Summit County Engineer and a designated representative of the City, in writing, within 30 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

A final inspection may be performed jointly by representatives of the County and the City, to accept the project upon completion.

Section 7 – TERM

This agreement becomes effective upon signature by the parties, and will expire upon completion of the acceptance of the Project and upon the receipt of payment of the final invoice. This Agreement may be rescinded by either party prior to the start of construction, giving five (5) days written notice to the other party.

Section 8 – 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 9 – 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 CUYAHOGA FALLS

By: 
Mayor _____

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:

Sherri Bevan Walsh Date
Prosecutor, County of Summit


Shari Jones 6-14-11

Deputy Date
Law Director City of Cuyahoga Falls

Certificate of the Director of Finance

To the Mayor, Director of Public Safety or Director of Public Service:

I hereby certify that the funds required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



Joseph F. Brodzinski
Director of Finance
Date: 6/27/11