

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE VILLAGE OF LAKEMORE
FOR VARIOUS PUBLIC SERVICES**

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 Village of Lakemore, hereafter referred to the "Village", with the County and Village referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the Village is requesting that the County provide services within the Village's corporate limits as necessary on a project-by-project basis; and

WHEREAS, the Village desires that the County will provide these services through the Engineer; and

WHEREAS, by Village of Lakemore Resolution No. _____, 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

1. Services. The Engineer shall provide the Village with requested services, other than snow and ice removal services, as follows:

- (a) The total number of employees provided by the Engineer to the Village during the term of this Contract will be **determined on a project by project basis.**
- (b) Said employees will be scheduled by the Engineer so as not to conflict with the primary operations of the Engineer.

(c) The employees of the Engineer will not perform any job duties which are outside the scope of their employment with the Engineer.

2. Equipment. The Engineer will provide all necessary equipment for use by the employees of the Engineer's Office for the performance of the services set forth in this contract.

3. Materials. The Engineer will provide all necessary materials at the current supplier cost for said materials if requested by the Village. However, the Village may provide all necessary materials separately out of its own stores or through its own supplier.

Section 2 – VILLAGE RESPONSIBILITIES

The Village shall make payments to the County for personnel and materials required to complete the project. The Village shall issue an initial purchase order in the amount of the estimated cost of the equipment, material and labor needed to conduct the agreed services prior to the commencement of work on any project by the Engineer as defined in Section 4 – Terms of Payment. Subsequent purchase orders will be required if the cost of services is anticipated to exceed the amount encumbered by the initial purchase order issued by the Village. No work will be performed by the County unless and until a current purchase order encumbering the necessary funds for payment has been forwarded to the Engineer.

Section 3 – COUNTY RESPONSIBILITIES

The County shall provide all necessary crews, materials and equipment to ensure proper completion of the Project.

Section 4 – TERMS OF PAYMENT

During the Term of this Agreement, the costs for salaries and equipment costs will be estimated on a project-by-project basis per the schedule in Exhibit A attached hereto and incorporated herein by reference.

The Village agrees to pay for the actual hourly wage, adjusted for the current ODOT approved wage multiplier, of all the employees of the Engineer providing services to the Village and the equipment costs on a monthly basis. The Payment shall be for actual hours worked per the wage schedule set forth in Exhibit A, however, at any time during the term of this Contract the Payment will be increased to include salary increases, renegotiated labor contract terms, insurance increases and inflationary adjustments to equipment costs. Since the increased costs are not known at this time, the Village understands and agrees that the Payment will be increased to include such costs when incurred. The Engineer will provide the Village written notice of any cost increases pursuant to this Section by providing the Village with a revised Exhibit A.

The County will invoice the Village against established purchase orders for reimbursement of costs incurred for services performed on the approved Inventory. The Village will reimburse the County within fifteen (15) business days of being invoiced.

Default. If the Village fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Village shall be in default. The Engineer shall provide notice of such default and if the Village fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of the Village.

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 Village, 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 Village, to determine the level of service being provided on the Village's roadway system.

Section 7 – TERM

This agreement becomes effective upon signature by the parties, and will have an initial term through December 31, 2011. Said Agreement may be extended for up to three (3) additional one (1) year periods.

This Agreement may be rescinded by either party giving ninety (90) days written notice to the other party.

Section 8 – APPLICABLE LAW

The County and Village 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 Village by the signature of the Mayor.

THE VILLAGE OF LAKEMORE

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

Date
Law Director Village of Lakemore

RESOLUTION NO 6394 – 2011

First Read 07/05/2011

Second Read 07/18/2011

Third Read 08/01/2011

Motion to Dispense with the Three Reads _____

Introduced by: MR. JUSTICE

A RESOLUTION TO ENTER AN AGREEMENT OF COOPERATION WITH THE SUMMIT COUNTY ENGINEER FOR VARIOUS PUBLIC SERVICES

Now, Therefore, Be it Resolved by the Council of the Village of Lakemore, Ohio:

Section 1: Council hereby authorizes the Mayor to enter into an agreement with the Summit County Engineer for various public services.

Section 2: A copy of the agreement is attached hereto and made part hereof as if fully rewritten herein.

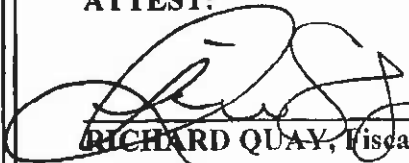
Section 3: This Resolution shall take effect and be in force on and after the earliest period allowed by law.

Passed: July 05, 2011



Michael A. Kolomichuk, Mayor

ATTEST:



RICHARD QUAY, Fiscal Officer

I, Richard Quay, Fiscal Officer of the Village of Lakemore, do hereby certify that the foregoing Resolution No. 6394-2011 was duly adopted by Council at its regular meeting held on July 05, 2011.



RICHARD QUAY, Fiscal Officer