

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF AKRON
FOR RESURFACING OF SOUTH MAIN STREET**

This Agreement of Cooperation is made this _____ day of _____, 2013 by and between the County of Summit (the "County"), acting through the County Executive and the County Engineer, hereafter referred to as the "Engineer", and the City of Akron, 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 South Main Street, hereafter referred to as the "Project", is necessary; and

WHEREAS, the Project will be administered by the County for the benefit of both Parties; and

WHEREAS, the City desires that the County will contract for these services that will include resurfacing areas of South Main Street within the City's jurisdiction.

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 SOUTH MAIN STREET

The Scope of Work covered by this Agreement consists of the Resurfacing of South Main Street within both the City's corporate limits and within Coventry Township. The parties agree that the County shall be reimbursed by the City for 5.17% of the local costs of the Project. It is anticipated that the cost to the City will be \$24,820.00.

Section 2 – COUNTY RESPONSIBILITIES

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

Section 3 – CITY RESPONSIBILITIES

Upon the execution of this agreement, the City shall issue an initial purchase order in the amount of \$ 24,820.00 which is the estimated cost of the City portion of Project as defined in Section 4 – Terms of Payment.

Section 4 – TERMS OF PAYMENT

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

The County will invoice the City against established purchase orders (as set forth in Section 2 of this agreement) for reimbursement of costs incurred for services performed. The City will reimburse the County 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.

Should the Parties be unable to resolve their dispute within a reasonable period of time, either Party may resort to its legal or equitable remedies, as may be appropriate.

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 of the Project 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. Applicable law shall be that of the State of Ohio. Venue for any dispute shall be any court of competent jurisdiction in Summit County, Ohio.

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.

