

Cooperative Funding Intergovernmental Agreement
between
County of Summit, Ohio
and
Copley Township
for
Sanitary Sewer Infrastructure Improvements

This Cooperative Funding Intergovernmental Agreement (“Agreement”) is entered into effective on the date signed by the County Executive, by and between the County of Summit, Ohio (“County”), an Ohio charter county, with its principal place of business located at 175 S. Main Street, 8th Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services (“DSSS”) and Copley Township (“Township”), an Ohio township, with its principal place of business located at 1540 S. Cleveland-Massillon Road, Copley, Ohio 44321 (hereinafter collectively referred to as the “Parties”).

RECITALS:

WHEREAS, the Township desires to extend sanitary sewer services with sanitary sewer infrastructure improvements within certain areas of the Township as depicted on Exhibit A which is attached and incorporated herein by reference (“Sanitary Sewer Services”);

WHEREAS, the Township desires to proceed under the direction of DSSS for the design of the Sanitary Sewer Services improvements. DSSS will lead the design of the Sanitary Sewer Services improvements which include but are not limited to DSSS issuing, reviewing and scoring the Request for Design Proposals, awarding and executing design agreements and contract administration. DSSS will meet with the Township to discuss the design progress at the standard 30%, 60% and 90% design status;

WHEREAS, the final design plans for the Sanitary Sewer Services improvements shall be retained by both DSSS and the Township;

WHEREAS, the cost for the design of the Sanitary Sewer Services improvements has a current estimated cost of \$677,040 and the final design cost shall be determined upon the design completion; change orders to the approved scope of services shall be promptly reviewed and any necessary legislative approvals for payment shall be obtained by the County and the Township.

WHEREAS, the Water Pollution Control Loan Fund (“WPCLF”) and the Ohio Water Development Authority (“OWDA”) provide loan funds to political subdivisions for the design of sewage treatment systems. DSSS will secure from the WPCLF or the OWDA a five (5) year design loan to pay for the estimated design costs for the Sanitary Sewer Services improvements (“Design Loan”);

WHEREAS, when DSSS receives the annual invoice from the WPCLF or OWDA for the Design Loan, the Township agrees to pay DSSS the annual debt service which shall include all principal and interest payments for the Design Loan in accordance with the Design Loan's terms and conditions until the Design Loan is paid in full;

WHEREAS, the County is authorized to enter into this Agreement and shall obtain legislative approval if required pursuant to the Codified Ordinance of Summit County Section 177.21(b); and

WHEREAS, the Township is authorized to enter into this Agreement and shall obtain legislative approval from the Board of Trustees to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable considerations, the County and the Township agree as follows:

SECTION 1.

The Recitals set forth above are incorporated into this Agreement.

SECTION 2.

- A. The Township desires to proceed under the direction of DSSS for the design of the Sanitary Sewer Services improvements. The County shall timely complete the necessary applications to the WPCLF or OWDA in order to obtain a five (5) year Design Loan to fund the estimated design cost for the Sanitary Sewer Services improvements.
- B. The Township agrees to cooperate fully and assist the County as necessary with obtaining the Design Loan. The Township agrees to cooperate fully and assist DSSS in taking the lead in the design of the Sanitary Sewer Services improvements.
- C. The Township agrees to timely repay the County for the Design Loan in accordance with the Design Loan's terms and conditions. DSSS shall send the annual debt service invoice from the WPCLF or OWDA for the Design Loan to the Township for payment. The Township agrees to timely pay the annual debt service on the Design Loan until paid in full.
- D. Both Parties understand and agree that the provisions of this Agreement are contingent upon the availability of funds. It is a condition precedent that the County obtains the Design Loan in order to enter into this Agreement.

SECTION 3.

It is mutually understood and agreed that in order to proceed under the terms of this Agreement, the Parties shall adopt legislation from their governing bodies that authorizes their duly authorized representatives to execute any ordinance, resolution, agreements or other documents necessary to submit the Design Loan applications as well as appropriating the necessary funds to comply with this Agreement.

SECTION 4.

This Agreement represents the entire agreement between the parties and supersedes all prior verbal or written negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by all parties.

SECTION 5.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and under the jurisdiction of a Court in Summit County, Ohio.

SECTION 6.

The Parties agree that neither party has the power or authority to bind the other party to contracts or other obligations.

SECTION 7.

The Parties agree that each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, both the County and the Township agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

SECTION 8.

In the event of a conflict between the terms and provisions of this Agreement and any exhibit hereto, the terms and provisions of this Agreement shall control.

SECTION 9.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same.

SECTION 10.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

SECTION 11.

This Agreement is not binding upon the Township unless executed in full and is effective as of the date signed by the County Executive.


(End of text. Signatures to follow on the next page.)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement effective on the date signed by the County Executive.

Copley Township

By: 
James Schulte, Chairperson

Approved as to form:


David Firestine, Law Director

Date: 14 Nov 22

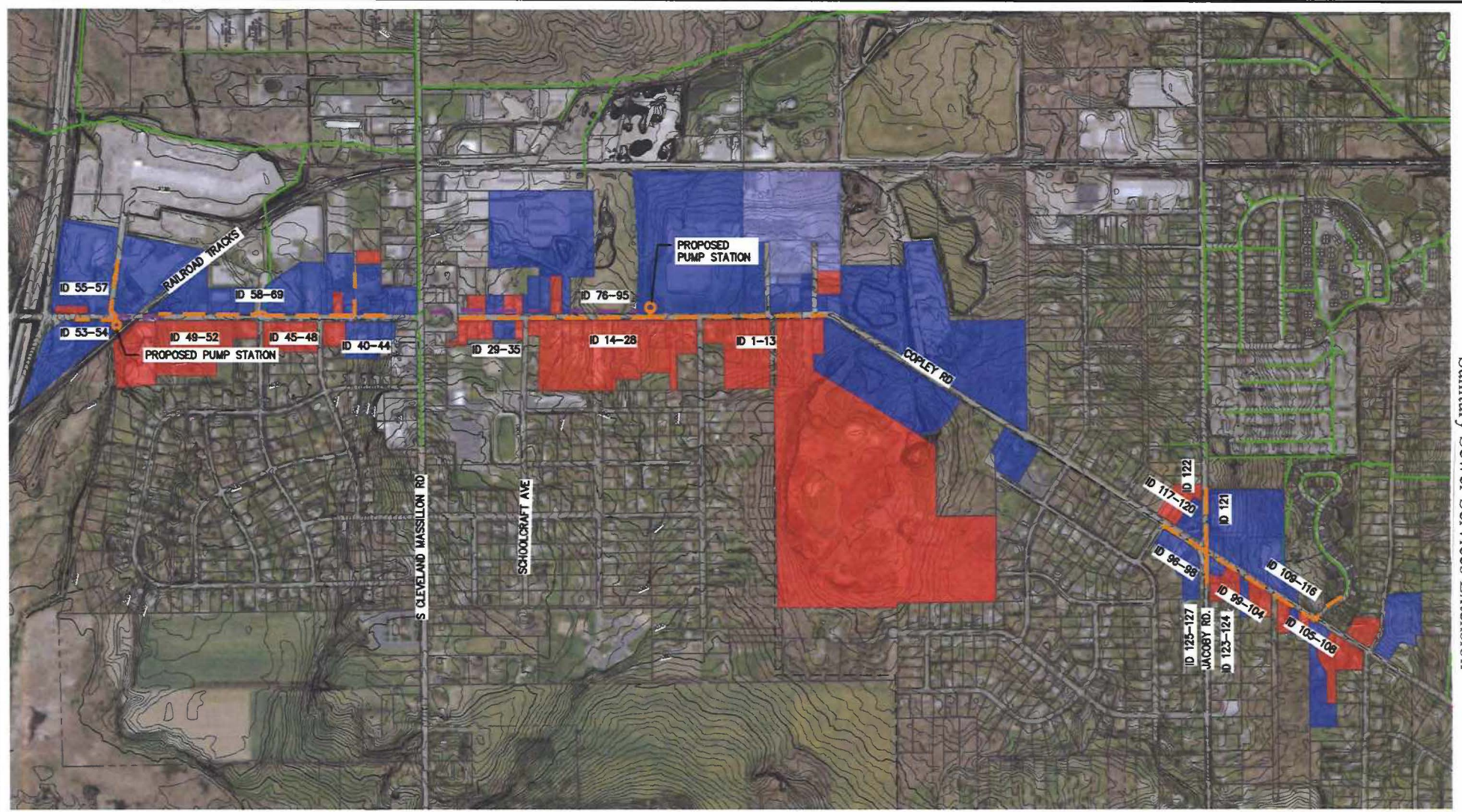
County of Summit, Ohio

By: _____
Ilene Shapiro, Executive

Approved as to form:

Deborah S. Matz, Director
Department of Law and Risk Management

Date: _____



Environmental Design Group
 AKRON / CLEVELAND / COLUMBUS
 HQ 450 GRANT ST., AKRON, OH 44311
 P 330.375.1390 / TF 800.835.1390
 W ENVDESIGNGROUP.COM



COPLEY TOWNSHIP SANITARY SEWER SERVICE AREA MAP

- JEDD AREA
- JEDD AREA WITHOUT FRONTAGE
- NON-JEDD AREA
- EXISTING SEWER
- PROPOSED GRAVITY SEWER
- PROPOSED FORCEMAIN

