

**COOPERATIVE AGREEMENT**  
**between**  
**COUNTY OF SUMMIT, OHIO**  
**and**  
**THE CITY OF TWINSBURG, OHIO,**  
**CONCERNING**  
**GLENWOOD DRIVE BRIDGE REPLACEMENT**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is made as of the date of signature by the Summit County Executive, below, by and between the County of Summit, Ohio (the “County”), an Ohio charter county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, acting for the Summit County Engineer, by the Summit County Executive, and the City of Twinsburg, (the “City”) an Ohio municipal corporation with its principal place of business at 10075 Ravenna Road, Twinsburg, Ohio 44087.

**WITNESSETH:**

**WHEREAS**, Glenwood Drive is County Highway 126 and extends through the City and crosses a portion of Tinkers Creek; and

**WHEREAS**, the bridge that carries Glenwood Drive over Tinkers Creek is owned by Summit County and maintained by the Summit County Engineer; and

**WHEREAS**, the County has secured federal Local Bridge Replacement funds in the amount of \$2,602,160.00 for the replacement of the bridge (the “Project”) from the County Engineers Association of Ohio; and

**WHEREAS**, the City has requested permission to widen the walkway on the structure, include aesthetic treatment to the bridge parapet and to install decorative lighting on the bridge, and use the bridge to support a City owned waterline; and,

**WHEREAS**, the Project is scheduled to be awarded in ODOT Fiscal Year 2028; and,

**WHEREAS**, this Agreement was authorized by County Council by the adoption of County Council Resolution No. 2024 - \_\_\_\_\_; and

**WHEREAS**, this Agreement was authorized by the City by the adoption of Resolution No. \_\_\_\_\_; and

**WHEREAS**, it is necessary for the parties to execute this Cooperative Agreement to set forth the rights and duties of the parties concerning the design and construction of the Project.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth below, the parties agree as follows:

1. **Scope of Work of the Project and Responsibilities of the County.** The County shall undertake the Project pursuant to the Scope of Work set forth below, and shall be responsible for completion of the design and construction of the Project.

a. **Scope of Work** –The Scope of Work of the Project shall be the replacement of the Glenwood Drive Bridge (SUM-126-0114 SFN 7755058) over Tinkers Creek including the construction of a 6-foot-wide sidewalk on the south side of the replacement bridge to be used as a sidewalk for pedestrians. The new bridge shall provide for 2- twelve feet wide lanes plus on the southside of the bridge a form lined parapet, a 6-foot-wide sidewalk, an 8-inch-high curb, and a 2-foot-wide shoulder adjacent to the 12-foot-lane. On the northside of the bridge a form lined parapet with a 4-foot-wide shoulder adjacent to the 12-foot-wide lane shall be constructed. The total width of the bridge, from face of parapet to face of parapet, will be approximately 36 feet. Approach guardrail for the bridge shall be provided in accordance with ODOT standards. The project will also include the removal of an existing 10” watermain attached to the bottom of the existing bridge and replacing it with a 12” watermain, aesthetic treatment of the parapets in the form of concrete form liners is to be specified by the City for bridge parapets, and decorative bridge lighting also specified by the City shall be constructed.

b. **County Responsibilities.** The County shall administer the Project, which shall include (i) selecting, hiring and supervising an engineering design consultant to prepare detailed drawings of the Project, including the necessary plan sheets, specifications and quantities to be used in a construction bid packet (ii) reviewing and approving the Project design, (iii) advertising for bid, awarding and executing a construction contract for the Project with the lowest responsive and responsible construction contractor, (iv) supervising and inspecting the construction and testing phases of the Project, and (v) reviewing and approving any change orders that may arise. The procurement of the engineering design consultant and the construction contractor shall be done pursuant to the Codified Ordinances of the County of Summit and the Project shall be constructed in compliance with the County’s standards.

The County shall be responsible for directly paying the engineering design consultant for 80% of all bridge related design expenses including any “If Authorized” expenses except as noted below. The City shall be responsible for directly paying the engineering design consultant for 20% of the bridge related design expenses including any “If Authorized” expenses plus the City shall also be responsible for directly paying the engineering design

consultant 100% of the costs for the 100% City items, including the water line, the aesthetic treatment of the parapets, all lighting items including electrical service.

The County shall review all invoices and progress reports, pay the County portion of the invoice, and forward the invoice to the City.

The County has secured federal Local Bridge Replacement funds in the amount of \$2,602,160.00 for the replacement of the bridge from the County Engineers Association of Ohio which are restricted to the construction phase and the construction inspection and testing phases of the project and will be utilized for that purpose on this project. The federal grant requires a 20% matching share from the local agencies. The County will pay a 16% matching share and the City will pay a 4% matching share of the construction costs. All costs above the allocated federal funds plus matching local share shall be shared between the City at 20% and the County at 80% except as noted below. The County shall notify the City of any cost over runs as soon as they appear.

The County may utilize its motor vehicle gas tax funds to pay for design and construction of the Project.

**Twinsburg Responsibilities.** The City will be responsible for 20% of the design costs including any environmental documentation required by ODOT except as noted elsewhere. The City will be responsible for 100% of the design costs for the water line, the aesthetic treatment of the parapets, the decorative lighting and all lighting costs including electrical service.

As noted above, the federal grant requires a 20% matching share from the local agencies. The County will pay a 16% matching share and the City will pay a 4% matching share of the construction costs including the construction inspection and testing phases. All costs above the allocated federal funds plus matching local share shall be shared between the City at 20% and the County at 80% except as noted below. The City will be responsible for 100% of the construction, construction inspection and testing costs for the water line, the aesthetic treatment of the parapets, the decorative lighting and all lighting costs including electrical service.

The City shall be responsible for 100% of the non-federal costs associated with the aesthetic treatment of the parapets , and bridge lighting. All costs above the allocated federal funds plus matching local share for the aesthetic treatment of the parapets shall be 100% City.

The City will review all submittals provided by the County and provide timely comments to the County Project Manager.

The City shall pay for their portion of any cost overruns within 30 days of receiving notification.

The City may utilize its motor vehicle gas tax funds to pay for design and construction of the Project.

2. **Maintenance and Repair Responsibilities and Cost.** The County shall be responsible for the maintenance and repair responsibilities and cost of the bridge structure and roadway. The City shall be responsible for maintenance and repair of the aesthetic treatment of the parapets, the decorative bridge lighting and waterline facilities as set forth below.
  - a. **County Responsibilities.** The County shall maintain and repair the bridge structure, and the vehicular roadway surface on the bridge. The routine maintenance and repairs performed and paid for by the County will be in a manner consistent with other county owned bridges.
  - b. **City of Twinsburg Responsibilities.** The City shall be responsible for snow removal of the entire bridge surface which includes the vehicular roadway, paved shoulders, and sidewalk. The City shall be responsible for all maintenance associated the aesthetic treatment of the parapets, the bridge decorative lighting and waterline facilities. The City of Twinsburg shall notify the Summit County Engineer before initiating any routine maintenance or repair to the decorative lighting and aesthetic treatment on the bridge.
  - c. **Cost.** (i) The County and City may enter into a future agreement to share the cost related to the rehabilitation and repairs of the bridge structure, roadway surface and multi-use path. (ii) The City shall pay all costs associated with snow removal.

### 3. **Dispute Resolution**

In the event a dispute arises regarding this Cooperative Agreement, notification of such dispute shall be sent to all other parties to this Agreement 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 resolution. The parties will use their best efforts to resolve said dispute within a reasonable period of time. If the dispute cannot be resolved, the parties agree to utilize a private mediator to assist in resolving the dispute, with each party paying one-half of the cost of such mediator. If mediation is unsuccessful, the parties may resort to their legal remedies.

#### 4. Inspections

The County shall be responsible for the inspections of all work performed during construction of the Project, subject to the cost allocation stated in paragraph 1b.

#### 5. Term

This Agreement becomes effective upon signature by the parties, and will expire upon completion and acceptance of the Project including the payment of the final invoice for construction, except that Section 2 entitled "Maintenance and Repair Responsibilities and Cost" shall continue in force after completion of the Project.

#### 6. Miscellaneous Provisions

- a. **Relationship of Parties.** The parties agree that at no time shall the relationship between the parties under this Cooperative Agreement be construed, held out or considered a joint venture or principal-agent.
- b. **Non-Discrimination.** The parties agree that in the hiring of employees for the performance of their duties under this Cooperative Agreement, the parties or their subcontractors, or any person acting on the behalf of the parties or their subcontractors, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

The parties certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The parties agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

- c. **Equal Opportunity Employer.** The parties expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.
- d. **Integration.** This Cooperative Agreement represents the entire and integrated agreement between the parties. This Cooperative Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Cooperative Agreement.

- e. **Amendment and Waiver.** This Cooperative Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Cooperative Agreement may be amended to achieve additional goals of the parties with the written consent of the parties.
- f. **Assignment.** No party shall assign its rights or delegate its duties under this Cooperative Agreement without the prior written consent of the other parties. Subject to such consent, this Cooperative Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- g. **Capacity to Execute.** Each party hereby certifies that all actions necessary to execute this Cooperative Agreement were taken and that the person executing this Cooperative Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- h. **Review by Legal Counsel.** Each party has had the opportunity to review this Cooperative Agreement with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this Cooperative Agreement is to be construed against the drafting party is not applicable.
- i. **No Authority to Bind.** No party has the power or authority to bind the other party to contracts or other obligations, except as provided herein.
- j. **Severability.** If any provision of this Cooperative Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Cooperative Agreement shall continue in full force and effect.
- k. **Force Majeure.** No party shall be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of any such event, occurrence or condition.
- l. **Reservation of Rights.** A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Cooperative Agreement, whether of a like or different character.

- m. **Notices.** Every notice and demand required under the terms of this Cooperative Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address as shown below. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

**Notices to the County**

County of Summit  
County Executive - Department of Law  
175 S. Main Street  
Akron, Ohio 44308

With additional notice to:

Summit County Engineer  
538 East South Street  
Akron, Ohio 44311

**Notices to Twinsburg:**

City of Twinsburg  
Attn: Sam Scaffide, Mayor  
10075 Ravenna Road  
Twinsburg, Ohio 44087

With additional notice to:

City of Twinsburg  
Attn: Amy Mohr, City Engineer  
10075 Ravenna Road  
Twinsburg, Ohio 44087

- n. **Compliance.** Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- o. **Ethics Compliance.** Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Cooperative Agreement, each party certifies that it is unaware of any violations of these provisions and that the undersigned believes their respective entity is in compliance with these provisions.
- p. **Governing Law.** This Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.

- q. **Forum.** Any litigation arising under this Cooperative Agreement must be litigated in the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Execution on following page.)



Intending to be legally bound, the parties have signed this Cooperative Agreement effective as of the date of execution by the Summit County Executive.

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
By: Ilene Shapiro, Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Brubaker, Summit County Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
John Galonski, Assistant Prosecutor  
For Summit County Prosecutor

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Harnak,  
Director, Department of Law

**CITY OF TWINSBURG, OHIO**

\_\_\_\_\_  
Sam Scaffide, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Matt Vazzana, Law Director