

**PROJECT FUNDING AND MAINTENANCE AGREEMENT
BETWEEN
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
AND
SUMMIT COUNTY, OHIO**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street Columbus, Ohio 43223 and the Summit County, (COUNTY), Ohio Building – 8th Floor, 175 South Main Street, Akron, OH 44308. Either may be referred to singularly as “Party” and collectively referred to as the “Parties”.

1. PURPOSE

- 1.1 Section 5501.03 (A)(3) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ODOT is constructing a rest area in Summit County off southbound Interstate 77 (DOT-230020)
- 1.3 The COUNTY has identified a need to establish a water detention pond to assist with water drainage in the area and ODOT is willing to allow this detention pond to be installed on their rest area property (the PROJECT).
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the Parties associated with the PROJECT,

2 FUNDING AND PAYMENT

- 2.1 The total cost of the PROJECT is estimated to be \$257,000. The COUNTY will be responsible for 100% of the final cost of the PROJECT including all change orders. Funds provided by the COUNTY shall be applied only to the eligible costs associated with PROJECT. The COUNTY is not financially responsible for any cost for the construction of this rest area.
- 2.2 All funding from the COUNTY under this Agreement operates on a reimbursement basis. ODOT shall review and/or approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from the COUNTY for work performed on the PROJECT.
- 2.3 ODOT shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. ODOT must submit to the COUNTY a written request for reimbursement of the COUNTY's share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. The COUNTY shall reimburse within thirty (30) days of receipt of the invoice from ODOT.
- 2.4 Reimbursement to ODOT shall be submitted to:

State of Ohio
Department of Transportation
Division of Facilities and Equipment
1980 West Broad Street
Columbus, OH 43223
Attn: Kerry Johnson

3. PROJECT ADMINISTRATION AND MAINTENANCE

- 3.1 ODOT is administering this PROJECT and is responsible for all aspects of the PROJECT, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursements, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested of ODOT arising out of or relating to any contract entered into by ODOT for the work to be performed by their Contractor(s) on the design and installation of this PROJECT is the responsibility of ODOT.
- 3.3 The COUNTY agrees to assume at their sole cost all future inspections, maintenance, repair, and replacement of the PROJECT. Failure of the COUNTY to maintain this PROJECT shall be considered a breach of contract. In the event that the COUNTY fails to maintain this PROJECT and ODOT has to perform any inspections, maintenance, repair, and replacement, ODOT shall invoice the COUNTY for all such costs within thirty (30) days of the completion of such work and the COUNTY agrees to pay such invoice within thirty (30) days of receipt. ODOT reserves the right to remove the PROJECT if the COUNTY is in breach of this Agreement.
- 3.4 ODOT agrees to grant the COUNTY permits to use and occupy their right of way for purposes of inspection, maintenance, repair, and replacement of the PROJECT.
- 3.5 The Parties shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regard to administering and maintaining the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

4. TERM

This Agreement is effective as of the date of the last signature below and shall continue for the life of the PROJECT and any replacement.

5. CERTIFICATION AND RECAPTURE OF FUNDS

- 5.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by the Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

6. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 6.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Ohio Revised Code.
- 6.2 Each Party hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of each Party's obligations made or agreed to herein.

7. NOTICE

7.1 Notice under this Agreement shall be directed as follows:

If to the **COUNTY**:

If to ODOT:

Brian Olson	Nathan Crozier
Summit County	Ohio Department of Transportation
175 South Main Street, 8 th Floor	2088 South Arlington Road
Akron, OH 44308	Akron, Ohio 44306
bolson@summitengineer.net	Nathan.Crozier@dot.ohio.gov

8. GENERAL PROVISIONS

- 8.1 The signing of this Agreement does not in any way abridge the right of the Director of ODOT in their jurisdiction over the State Highway System including interstates. Should any reconstruction, widening, or modification of the interstate and/or interchange require the removal or relocation of the Improvements or a portion thereof, the removal or relocation shall be at the sole cost of the COUNTY as well as any reconstruction or replacement.
- 8.2 Ohio Ethics Laws: The Parties agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 8.3 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the COUNTY shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 8.4 *Boycotting:* Pursuant to R.C. 9.76(B), the COUNTY warrants that the COUNTY is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 8.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the CITY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either Party hereto without the prior express written consent of the other Party.
- 8.7 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the Parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both Parties hereto.
- 8.8 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

- 8.9 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 8.10 *Facsimile Signatures:* Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.
- 8.11 *Counterparts:* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

The Parties hereto have caused this Agreement to be duly executed as of the day and year written below.

STATE OF OHIO
Department of Transportation

By: _____
Pamela Boratyn, Director

Date: _____

SUMMIT COUNTY

By: _____
Ilene Shapiro, County Executive

Date: _____

By: _____
Alan Brubacker, Summit County Engineer

Date: _____

**For Use by ODOT Office of Chief
Legal Counsel Only: ceg**
Date Reviewed: 4/30/2025

By: _____
John Galonski, Summit County Prosecutor's Office

Date: _____

By: _____
Brian Harnak, Summit County Law Department

Date: _____