

COOPERATIVE AGREEMENT
between
THE COUNTY OF SUMMIT and THE CITY OF CUYAHOGA FALLS, OHIO
FOR RESURFACING OF SAND RUN ROAD

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 Cuyahoga Falls, ("the City") an Ohio municipal corporation with its principal place of business at 2310 Second Street, Cuyahoga Falls, Ohio, 44221

WITNESSETH:

WHEREAS, the City and County are in agreement that the Resurfacing of Sand Run Road, between Sourek Trail and Yellow Creek Road, hereafter referred to as the "Project", is necessary; and

WHEREAS, the Project is a joint venture between the County and the City that will be administered by the City; and

WHEREAS, this agreement does not affect the statutory maintenance responsibilities of any party after completion of the Project; and

WHEREAS, the County desires that the City will contract for these services that will include resurfacing areas of Sand Run Road within the County's jurisdiction; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

1. SCOPE OF WORK – RESURFACING OF SAND RUN ROAD

The Scope of Work covered by this Agreement consists of the Resurfacing of Sand Run Road within both the City's corporate limits and within Bath Township, in accordance with a plan previously reviewed and approved by the City Engineer, which is attached hereto and fully incorporated herein as Exhibit 1. The parties agree that the City shall be reimbursed by the County for 50% of the construction of Sand Run Road.

2. CITY RESPONSIBILITIES

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

3. COUNTY RESPONSIBILITIES

Upon the execution of this agreement, the County shall issue an initial purchase order in the amount of \$ 123,240.00 which is the estimated cost of the County portion of Project as defined in Section 4 – Terms of Payment.

4. TERMS OF PAYMENT

The County shall reimburse the City for expenses for the actual cost of the Project. The City will invoice the County against established purchase orders (as set forth in Section 2 of this agreement) for reimbursement of costs incurred for services performed. The County will reimburse the City within fifteen (15) business days of being invoiced.

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.

6. INSPECTIONS

A final inspection may be performed jointly by representatives of the County and the City, to accept the project upon completion.

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 resurfacing project, giving five (5) days written notice to the other party.

8. 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 City of Cuyahoga Falls:

Attn: Don Walters, Mayor
2310 Second Street,
Cuyahoga Falls, Ohio, 44221

With additional notice to:

Attn: Janet Ciotola, Director of Law
2310 Second Street,
Cuyahoga Falls, Ohio, 44221

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor, Director of Public Safety or Director of Public Service:

I hereby certify that the funds required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



Bryan J. Hoffman

Director of Finance

City of Cuyahoga Falls, Ohio

Date: 3/6/26