

COOPERATIVE AGREEMENT
between
COUNTY OF SUMMIT, OHIO
and
CUYAHOGA COUNTY
And
NORTHEAST OHIO REGIONAL SEWER DISTRICT
CONCERNING
VAUGHN ROADWAY - HIGHLAND ROADWAY AND THE CUYAHOGA RIVER
BRIDGE IMPROVEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made as of the date of the last signature below, by and between the County of Summit, Ohio (“Summit 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, and for the Summit County Surface Water Management District; the County of Cuyahoga, Ohio (“Cuyahoga County”), an Ohio charter county, with its principal place of business located at 2079 East Ninth Street, Cleveland, Ohio 44115, and the Northeast Ohio Regional Sewer District, (“NEORS”) a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, by authority of Resolution No. _____ - 26, adopted by the Board of Trustees of NEORS on _____, 2026 (Exhibit “A”), with its principal place of business located at 3900 Euclid Avenue, Cleveland, Ohio 44115, all hereafter referenced as the “Parties” and severally by name or as each “Party”.

WITNESSETH:

WHEREAS, Summit County and Cuyahoga County jointly own and maintain the bridge crossing the Cuyahoga River at the Summit County/Cuyahoga County boundary on Highland Rd. in Summit County, also known as Vaughn Rd. in Cuyahoga County; and

WHEREAS, said bridge over the Cuyahoga River is located in both Cuyahoga and Summit Counties; and,

WHEREAS, a portion of Vaughn Road in the City of Brecksville, Ohio is regularly inundated by flooding from the Cuyahoga River after significant rainfall events, forcing the closure of the highway to all traffic and creating repeated clean up expenses for this Cuyahoga County community; and

WHEREAS, the City of Brecksville has petitioned both Cuyahoga County and NEORS for assistance in raising the elevation of Vaughn Road west of the Cuyahoga River by approximately 5 feet to reduce the amount of flooding; and

WHEREAS, Summit County, Cuyahoga County, and NEORS wish to cooperate to replace the bridge and to make various changes to the roadway to alleviate the flooding of Vaughn

Rd. (the “Project”), with specifications to be determined during the design phase of the Project; and,

WHEREAS, NEORS D will provide funding for the roadway profile improvement portion of the Project, which consists of raising the elevation of the roadway approximately five (5) feet and paving the portions of the roadway that are located outside of the approach slabs for the bridge, including, without limitation, costs for geotechnical analysis, design, review, construction, testing, inspection and construction administration (the “Road Project”), excluding any roadway improvements that may be necessary on Highland Road east of the bridge; and

WHEREAS, Cuyahoga County and Summit County will each provide 50% of the funding for all bridge related items, including without limitation, costs for geotechnical analysis, design, review, construction, testing, inspection and construction administration of the bridge, which consists of the replacement of the bridge structure and approach slabs (the “Bridge Project”); and

WHEREAS, the Project is estimated at \$2,600,000 for the Road Project and \$4,600,000.00 for the Bridge Project, for a total cost of the Project of \$7,200,000.00; and

WHEREAS, Cuyahoga County agrees to bid the Project and to provide construction administration and inspection services for the Project, which consists of both the Road Project and the Bridge Project (collectively, the “Project”).

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

A. Scope of Work of the Project and Responsibilities of the Parties. Cuyahoga County shall undertake the Project pursuant to the Scope of Work set forth below and shall be responsible for coordinating the Project with the various non-participating entities including the City of Brecksville, the Cuyahoga Valley National Park, the Cuyahoga County Metro Parks, the Cuyahoga Valley Scenic Railway and Sagamore Hills Township. All work shall conform with Ohio Department of Transportation guidelines.

1. Scope of Work. The Scope of Work of the Project is to raise Vaughn Road approximately five (5) feet, remove the existing bridge over the Cuyahoga River, construct a replacement bridge with a larger stream opening, armor the bridge supports to minimize erosion (as provided by the bridge design), and provide a new paved roadway spanning from Vaughn Road to Highland Road.

2. Public Participation, Outreach, and Signage. The Parties shall acknowledge the other Parties in presentations or publications related to the Project. The Parties shall work together to develop a public notification plan to inform the public of the Project. The Parties shall acknowledge the other Parties on Project-related public outreach communications and in County public meetings that discuss the Project.

3. Cuyahoga County Responsibilities.

a) Design of the Bridge Project. Cuyahoga County shall (i) select, hire and supervise an engineering design consultant to complete the detailed

drawings for the Bridge Project, including the necessary plan sheets, specifications and quantities to be used in a construction bid packet; (ii) review and approve the Bridge Project design, subject to prompt approval by Summit County; and (iii) pay the design firm's invoices and invoice Summit County for 50% of the design costs of the Bridge Project. Cuyahoga County will procure the engineering design consultant pursuant to applicable law, including the Codified Ordinances of Cuyahoga County.

Cuyahoga County shall submit the Stage 1, Stage 2 and Stage 3 (final) plans and specifications for the Bridge Project to NEORSD for review to ensure integration with the Road Project. NEORSD shall review the submitted plans and specifications and provide written approval or comments for the integration of the Bridge Project design with the Road Project design within twenty-one (21) days of receipt.

- b) Construction Administration of the Project. Cuyahoga County shall administer the construction of the Project, which shall include (i) advertising for bid, awarding and executing a construction contract for the Project with a construction contractor that submitted the lowest and best bid, (ii) administrating, supervising and inspecting the construction and testing phases of the Project, (iii) reviewing and approving any change orders that may arise, subject to Summit County's and NEORSD's prompt review and approval, (iv) paying the contractor's invoices and invoicing Summit County for 50% of the construction and construction administration cost of the Bridge Project, (v) paying the contractor's invoices and invoicing NEORSD for the construction and construction administration cost of the Road Project; and (vi) seeking reimbursement from NEORSD and Summit County for their respective financial responsibilities. The procurement of the construction contractor shall be done pursuant to the Codified Ordinances of Cuyahoga County and the Project shall be constructed in compliance with all applicable standards.
- c) Performance Bond. Cuyahoga County shall require Contractors to submit adequate bid and performance bonds consistent with Cuyahoga County contracting policies and ordinances.
- d) Prevailing wage. For the labor used for constructing the Project, Cuyahoga County shall pay prevailing wages as set forth in Chapter 4115 of the Ohio Revised Code and shall ensure compliance with any prevailing wage requirements in said Chapter.
- e) Construction Change Management. If there is a need for a construction change that results in an increase of 10% or more of the original amount of the construction contract for the Project between Cuyahoga County and the selected contractor, the County will inform the other Parties via email before authorizing the work.

Cuyahoga County shall provide written notice to NEORSD and obtain NEORSD's written approval prior to authorizing any change order that increases the cost of the Road Project by \$5,000 or more or results in an increase to the total cost of the Road Project to NEORSD.

- f) Permits. Cuyahoga County shall obtain necessary permits for the completion of the Project.
- g) Easements. Cuyahoga County shall be responsible for coordinating the acquisition of all real property interests, temporary and permanent easements necessary for the construction of the Bridge Project, and all temporary construction easements needed for staging and storage of materials and equipment for the Project, and coordinate with all utility companies in finalizing the plans and specifications for the Project.
- h) Financial Responsibility. Cuyahoga County will be responsible for 50% of the costs for the design, construction, construction administration, and construction inspection of the Bridge Project. No Cuyahoga County funds will be spent on the Road Project. For purposes of determining the Parties' relative funding responsibilities, the Bridge Project does not include armoring the slopes under the bridge at the abutments and piers or any incidental costs associated with coordination between the Road Project and the Bridge Project.
- i) Copies of Contracts & Insurance. Cuyahoga County shall promptly, upon request of the other Parties to this Agreement, provide an exact copy of the construction contract and the certificate of insurance of any contractors performing the Project.
- j) Required Documents. Copies of all invoices, signed change orders, and progress reports will be forwarded to Summit County Engineer and NEORSD for their files. Cuyahoga County shall invite Summit County and NEORSD to send representatives to the pre-construction meeting and to all progress meetings. Cuyahoga County shall include Summit County and NEORSD on all pertinent communications with the contractor.
- k) Record drawings. Upon the completion of the Project, Cuyahoga County will provide the other Parties with record drawings for the Project.
- l) Compliance with laws. The County shall comply with any applicable state, federal and local statutes, policies, and regulations relating to equal opportunities, non-discrimination, prevailing wages, environmental, historic preservation, and all applicable floodplain management codes.
- m) Coordination. Cuyahoga County and NEORSD will be responsible for coordination with the City of Brecksville, the Cuyahoga Valley National

Park, the Cuyahoga County Metro Parks, the Cuyahoga Valley Scenic Railway, Sagamore Hills Township, and Summit County.

- n) Maintenance. Upon completion of the construction of the Project, maintenance and repair costs of the bridge shall be shared between Summit County and Cuyahoga County, as has previously been done for the existing bridge. Road maintenance and repair shall be the responsibility of the City of Brecksville.

4. Summit County Responsibilities.

- a) Financial Responsibility. Summit County will be responsible for 50% of cost for the design, construction, construction administration, and construction inspection of the Bridge Project, including any environmental documentation related to the east side of the Cuyahoga River. Once Cuyahoga County has successfully negotiated the design fee with the selected consultant, Summit County will establish a fund for 50% of the design fee, including 50% of any “If Authorized” items within the bridge limits.

After the Project has been bid and awarded for the construction phase, Summit County will establish a fund for 50% of the construction costs associated with the construction of the Bridge Project. All cost overruns and change orders shall be addressed in a similar fashion. No Summit County funds will be spent on the Road Project. Summit County will be responsible for any roadway improvements that may be necessary on Highland Road east of the bridge.

Summit County shall be responsible for prompt payments for both the design phase and the construction phase of the Bridge Project. The Summit County Surface Water Management District shall fund the Summit County portion of the Bridge Project.

- b) Review of submittals. Summit County shall review all submittals provided by Cuyahoga County and promptly, but in any event no later than thirty (30) days after receipt of the submittal(s), provide any comments to the Cuyahoga County Project Manager. If Summit County fails to provide any comments within this thirty-day time frame, the submittals shall be deemed accepted and approved by Summit County.
- c) Maintenance and Inspection. Upon completion of the Project, Summit County shall have ongoing responsibility for periodic inspections of the bridge. Maintenance and repair costs of the bridge shall be shared between Summit County and Cuyahoga County, as has previously been done for the existing bridge.

- d) Easements. Summit County shall cooperate as necessary to enable the acquisition of any real property interests, temporary, and permanent easements necessary for the construction of the Project.

5. Northeast Ohio Regional Sewer District Responsibilities.

- a) Design of the Road Project. NEORSD has previously retained and paid for an engineering design consultant to prepare the detailed plans, specifications, and quantity estimates for the Road Project. Upon execution of this Agreement, NEORSD shall provide the design consultant selected by Cuyahoga County with all plans, specifications, and other relevant information necessary to integrate the Bridge Project with the Road Project so the work may be bid and constructed as a single project.

NEORSD shall review and approve the integration of the Bridge Project design with the Road Project design as described in Section A (3) (a) above.

- b) Financial Responsibility. NEORSD will be responsible for 100% of the cost of the Road Project and will reimburse Cuyahoga County for the construction, construction administration, and construction inspection costs associated with the Road Project, including, but not limited to, earthwork, roadway construction, pavement, and related items. NEORSD shall also reimburse Cuyahoga County for the design costs associated with the design integration of the Bridge Project with the Road Project.

NEORSD shall not be responsible for funding items related to the Bridge Project, except for armoring the slopes under the bridge at the abutments and piers on both sides of the river (if required by the design of the Bridge Project) and for incidental costs associated with coordination between the roadway and the bridge work. NEORSD will pay for the design and construction of the embankment armoring if required by the design of the Bridge Project. For avoidance of doubt, other than armoring the slopes under the bridge at the abutments and piers, NEORSD shall not be responsible for paying for any improvements, either part of the Road Project or the coordination with the Bridge Project, that are located outside the geographical boundary of Cuyahoga County.

- c) Easements. NEORSD shall be responsible for the acquisition of all the real property interests, permits, and temporary and permanent easements necessary for the construction of the Road Project.
- d) Review of submittals. Except as provided in Section A(3)(a), NEORSD shall review all submittals provided by Cuyahoga County and promptly, but in any event no later than thirty (30) days after receipt of the submittal(s), provide any comments to the Cuyahoga County Project Manager. If NEORSD fails to provide any comments within this thirty-day time frame, the submittals shall be deemed accepted and approved by NEORSD.

- e) Maintenance and Inspection. Upon completion of the Project, NEORSD shall perform stormwater inspection and maintenance in accordance with the Regional Stormwater Management Program Service Agreement between NEORSD and the City of Brecksville.

B. 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 their proportionate share of the cost of such mediator. If mediation is unsuccessful, the parties may resort to their legal remedies.

C. Inspections

Cuyahoga County shall be responsible for arranging for the inspections of all work performed during construction of the Project; however, Summit County may, at its discretion, periodically inspect the construction of the Bridge Project and NEORSD may, at its discretion, periodically inspect the construction of the Road Project.

D. Term

This Agreement becomes effective as of the date on which the last Party executes this Agreement and expires when all obligations hereunder have been completed, including acceptance of the Project by all Parties, payment of the final invoice for construction, and satisfaction of all financial obligations of the Parties described in this Agreement.

E. Liabilities; No Indemnification

The Parties acknowledge that, as political subdivisions of the State of Ohio, they are unable to indemnify any person or entity. No Party shall incur any liability or be responsible for any claim arising from the other Parties' activities related to this Project.

F. Miscellaneous Provisions

1. **Counterpart Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement. The Parties agree that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by the Parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

2. **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.
3. **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. Also, Cuyahoga County Code Section 404.03 states no contractor shall discriminate against anyone on the basis of race, religion, national origin, age, sex, gender, ethnicity, sexual orientation, gender identity and expression, disability, or genetic information.

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.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.

- 9. 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.
- 10. No Authority to Bind.** No Party has the power or authority to bind the other Parties to contracts or other obligations, except as provided herein.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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 Summit 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 Cuyahoga County:

Cuyahoga County Department of Public Works
Attn: Michael Dever
2079 East 9th Street
Cleveland, Ohio 44115

With an electronic copy sent to: jdefeo@cuyahogacounty.gov

Notices to Northeast Ohio Regional Sewer District:

Kimberly Colich, P.E.
Stormwater Program Manager
NEORS
3900 Euclid Avenue
Cleveland, OH 44115
colichk@neorsd.org

With a copy sent to:
Eric Luckage
Chief Legal Officer
NEORS
3900 Euclid Avenue
Cleveland, Ohio 44115
luckagee@neord.org

- 15. Compliance.** Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- 16. Ethics Compliance.** Each party agrees to comply with Ohio Ethics Laws as listed in 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 believe their respective entity is in compliance with these provisions.
- 17. 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.
- 18. Forum.** Any litigation arising under this Cooperative Agreement must be litigated in the Court of Common Pleas of either Summit County or Cuyahoga County, whichever jurisdiction is first invoked by either Party, and each Party submits itself to the jurisdiction and venue of those courts.
- 19. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties hereto, any legal

or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

(End of text. Execution on following pages.)

Intending to be legally bound, the parties have signed this Cooperative Agreement effective as of the date of execution by the last Party who signs this Agreement.

COUNTY OF SUMMIT, OHIO

Ilene Shapiro, Executive

Date: _____

Alan Brubaker, Summit County Engineer

Date: _____

Brian Nelsen, Chief of Staff
Summit County Surface Water Management Director

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Harnak
Director, Department of Law

John Galonski for: County of Summit
Prosecutor's Office

COUNTY OF CUYAHOGA, OHIO

Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

Date: _____

APPROVED AS TO FORM:

The legal form and correctness
of this Contract is hereby approved:

Law Department, County of Cuyahoga, Ohio
James L. DeFeo, Assistant Law Director
Richard D. Manoloff, Director of Law

NORTHEAST OHIO REGIONAL SEWER DISTRICT

Kyle Dreyfuss-Wells, Chief Executive Officer

Date: _____

Darnell Brown, President Board of Trustees

Date: _____

[FOR NEORSD USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH
CUYAHOGA COUNTY
AND
SUMMIT COUNTY

FOR

COOPERATION AGREEMENT
CONCERNING
VAUGHN ROADWAY - HIGHLAND
ROADWAY AND THE CUYAHOGA RIVER
BRIDGE IMPROVEMENT

Total Estimated Project Cost: \$7,200,000.00*

*Shared between the Parties as follows:
NEORSD \$2,600,000.00
Cuyahoga County \$2,300,000.00
Summit County \$2,300,000.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date