COOPERATIVE AGREEMENT
between
COUNTY OF SUMMIT, OHIO
and
THE VILLAGE OF MOGADORE, OHIO,
CONCERNING
ALBRECHT RD ROAD RESURFACING

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 Village of Mogadore (Village), an Ohio municipal corporation with its principal place of business at 135 S. Cleveland Ave, Mogadore, Ohio 44260.

WITNESSETH:

WHEREAS, Albrecht Road (a.k.a. County Highway 44) extends from the Akron Corporation Limits, near Stull Ave., to Portage Line Rd (at the County border) and passes through both Springfield Township and the Village; and

WHEREAS, the County has secured federal Surface Transportation Block Grant funds of $700,000.00 and Toll Revenue Credit of $87,500 for the resurfacing of the portion of Albrecht Road from the Akron Corporation Limits to Portage Line Rd,

WHEREAS, the Project is approximately 1.70 miles long. 12% of the paved surface is in the Village and 88% of the paved surface is in Springfield Township,

WHEREAS, the Project will positively impact traffic in both communities; and,

WHEREAS, the Project is targeted to be awarded in December 2026; and,

WHEREAS, this Agreement was authorized by County Council by the adoption of County Council **Resolution No.** 20__ -_____; and

WHEREAS, this Agreement was authorized by the Village of Mogadore by the adoption of **Resolution No. 2026-57**; 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 resurfacing of the portion of Albrecht Road from the Akron Corporation Limits to the west side of Portage Line Road and include the construction of four (4) foot wide paved shoulders where practical and include the placement of pavement markings.

    b. **County Responsibilities.** The County shall administer the Project, which shall include (i) 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 County shall be responsible for the engineering design of the Project. The design, plans and engineer's opinion of construction cost have been completed by the County's staff.

    The estimated construction cost, including construction engineering is $1,130,000. The County has secured $700,000 of funding from the Federal Highway Administration's Surface Transportation Block Grant (STBG) and $87,500 of funding from the Toll Revenue Credit Program. Total funding received for the project is $787,500. The STBG funds and Toll Revenue Credit funds shall only be used for the construction, construction inspection and testing phases of the project. The Toll Revenue Credits will be awarded contingent upon the local agencies completing the design phase, advertising for contractors, opening bids and awarding the construction contract prior to the ODOT/AMATS commitment dates.

    The $700,000 STBG grant requires a 20% ($175,000) matching component from local agencies. One half ($87,500) of the required matching component will be funded by the Toll Revenue Credits Program, reducing the local match to $87,500. Construction costs in excess of the STBG funding, Toll Revenue Credit, and local match are paid by 100% local funding as follows:

Construction Cost	$1,130,000
STBG	-$700,000
Toll Revenue	-$87,500
Local Match 10%	-$87,500

100% Local Funding $255,000

Eighty-Eight percent (88%) of the project is located within Springfield Township and Twelve percent (12%) is located within the Village of Mogadore. If the project is not completed by the commitment dates, the Toll Revenue Funds ($87,500) will be forfeited and added to the local cost. The funding and local cost will be split 88/12 as shown in Table 1. The Toll Revenue Funds will be applied only if the commitment dates are met. An additional 10% contingency for construction is added to the cost

All Lump Sum Items will be split 90% federal 1.2% Village and 8.8% County until the federal funds run out then the costs will be split 88% County and 12% Village. Once the federal funds have been expended, all specialty items requested by The Village will be paid for by the Village at 100%.

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

Copies of all invoices and progress reports will be forwarded to the Village for their files.

Village of Mogadore Responsibilities. The Village will pay 12% of the STBG Match ($10,500) plus 100% of all local construction cost in the Village.

Prior to advertising for construction bids, the Village shall deposit 12% of the difference between the Official Engineer's estimate and the federal Surface Transportation Block Grant, not including Toll Revenue, with the County. These funds will be utilized as described for the construction, inspection and testing activities of the project. Any cost overruns involving LUMP items shall be paid for as noted above (88/12), any cost overruns or change orders that are located in the Village shall be entirely paid for by the Village of Mogadore.

TABLE 1			
Construction & Construction Engineering	**SCE 88%**	**Village 12%**	**Total**
STBG Funding	$616,000	$84,000	$700,000
Toll Revenue Funding (to be applied after bidding)	$77,000	$10,500	$87,500
Total Funding-Construction	**$693,000**	**$94,500**	**$787,500**
STBG Match 10% (local funds)	$77,000	$10,500	$87,500
Local Funds 100%	$224,400	$30,600	$255,000
Total Local Cost Construction	**$301,400**	**$41,100**	**$342,500**
Total Construction Cost	**$994,400**	**$135,600**	**$1,130,000**
10% Contingency Construction	$99,440	**$13,560	$113,000
Total Construction Cost Without Toll Revenue Funds * **	$378,400	*$51,600	

All cost except STBG Funding and Toll Revenue Funding are approximate.
*Funds to be deposited by Village of Mogadore
**Additional Funds to be budgeted by Mogadore
***The local funding required for construction if Toll Revenue Funding is lost for any reason

If at any time during the project there is either an anticipated or actual cost overrun that depletes or threatens to deplete the above noted Village deposit, or if a change order occurs that is in excess of the Village deposited amount, the Village will deposit sufficient funds to permit the contractor to complete the project.

If at the completion of the project, there are any unspent funds and Toll Revenue Credit from the deposit by the Village, the unspent funds will be refunded to the Village.

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

The Village agrees to budget an additional 10% contingency amount for construction as shown in Table 1. All requests by the County for funds from the Village in excess of the contingencies shall require, and is subject to, prior receipt of separate authorization from Village Council prior to disbursement.

2. 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.

3. Inspections

The County shall be responsible for the inspections of all work performed during construction of the Project.

4. 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.

5. 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 Village of Mogadore:

Village of Mogadore
Attn: Michael Rick, Mayor
135 S. Cleveland Ave
Mogadore, Ohio 44260

With additional notice to:

Village of Mogadore
Attn: Jason Dodson, Law Director
135 S. Cleveland Ave

Mogadore, Ohio 44260

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

VILLAGE OF MOGADORE, OHIO

_____
Michael Rick, Mayor

Date: 10-8-26

APPROVED AS TO FORM:

_____
Jason D. Dodson, Law Director