

COOPERATIVE AGREEMENT
between
COUNTY OF SUMMIT, OHIO
and
THE CITY OF TWINSBURG, OHIO,
CONCERNING
LIBERTY ROAD RESURFACING (SOUTH)

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. The County and the City are collectively referenced as the "parties.”

WITNESSETH:

WHEREAS, Liberty Road is County Highway (CH 105) and a city street, passing through the cities of Reminderville, Twinsburg and Twinsburg Township; and

WHEREAS, the City has secured \$700,000.00 in federal Surface Transportation Block Grant – Resurfacing funds from the Akron Metropolitan Area Transportation Study (AMATS) for the resurfacing of Liberty Road from Cannon Road to 100 feet south of Post Road (the “Project”); and

WHEREAS, 82.03% of the Project is located in the City and the remaining 17.97% is located in Twinsburg Township which is the responsibility of the County to maintain; and

WHEREAS, the City has agreed to take the lead on the Project and to prepare detailed engineering plans; and,

WHEREAS, the Project is scheduled to be awarded in Ohio Department of Transportation (“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 Parties.** The City 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 southern portion of Liberty Road from Cannon Road to 100 feet south of Post Road, a distance of 7,965 feet. The work shall include milling off a 3” thick layer of asphalt and replacing it with an intermediate course and a surface course of asphalt. Prior to resurfacing any necessary base repairs will be performed, and any necessary fabric will be installed. Upon completion of the resurfacing, pavement markings and crosswalks will be installed, including lighting and pedestrian signals at the park entrance. Any curb ramps within the project limits will be brought to ADA standards.

b. **City Responsibilities.** The City shall administer the Project, which shall include (i) selecting, hiring and supervising an engineering design consultant (if necessary) 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 City and the Project shall be constructed in compliance with the ODOT standards.

c. **Cost Allocations and Payments**

Engineering and Design Phase. The City shall be responsible for the engineering design and any environmental documentation required by ODOT.

Construction Phase. The City has secured federal funds in the amount of \$700,000.00 for the resurfacing project from AMATS 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 17.97% of the required matching share and the City will pay 82.03% of the required matching share of the construction costs. All costs above the allocated federal funds plus matching local share shall be

shared between the City and the County at the above noted percentages. The City shall notify the County of any cost over runs as soon as they appear.

Payments. The City shall review all invoices and progress reports, pay the City portion of the invoice, and forward the invoice to the County for the County to pay its share of the invoice directly to the Contractor. As noted above, the federal grant requires a 20% matching share from the local agencies. The County will pay 17.97% of the required matching share and the City will pay 82.03% of the required 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 and the County at the above noted percentages.

The County and the City may utilize their motor vehicle gas tax funds to pay for design and construction of the project.

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

The County shall pay for its portion of any cost overruns within 30 days of receiving notification.

2. **Maintenance and Repair Responsibilities and Cost.** The City shall be responsible for the general maintenance and snow and ice control of the project area in accordance with the existing separate agreement between the parties in relation to Liberty Road.

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 City shall be responsible for the inspections of all work performed during

construction of the Project.

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 Hamak, Director, Department of Law

CITY OF TWINSBURG, OHIO

Sam Scaffide, Mayor

Date: _____

APPROVED AS TO FORM:

Matt Vazzana, Law Director