

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON, OHIO
FOR THE CONSTRUCTION OF A TRAFFIC ROUNDABOUT AT THE
INTERSECTION OF STATE ROUTE 83 AND MILLS ROAD.**

This Agreement entered into this ____ day of _____, 2016, by and between the **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039, (hereinafter "North Ridgeville") and the **CITY OF AVON**, located at 36080 Chester Road, Avon, Ohio 44011 (hereinafter "Avon").

WITNESSETH:

WHEREAS, the administrative officers and the elected City Council representatives of the municipalities which are parties to this Cooperative Agreement are desirous of improving their respective communities as well as bringing benefit to the traveling public in general by replacing the increasingly congested existing traditional crossroad intersection located on the boundary of the two municipalities at State Route. 83 and Mills Road. with a continuous flowing circular traffic roundabout ("the Roundabout Project"); and

WHEREAS, the elected Council of the City of North Ridgeville, by Ordinance no. _____ passed on _____, ____ 2016 has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City's participation in this joint road improvement project; and

WHEREAS, the elected Council of the City of Avon, by Ordinance no. _____ passed on _____, ____ 2016 has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City's participation in this joint road improvement project; and

WHEREAS, North Ridgeville and Avon intend to submit an application to the State of Ohio Public Works Commission and the Ohio Department of Transportation (as well as any

other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Roundabout Project, and:

WHEREAS, the participating municipalities wish to equally divide any costs incurred in all aspects of the development, construction and completion of the Roundabout Project after application of any grant funds obtained, including the cost of preliminary engineering plans and the preparation of bid specifications; and

WHEREAS, the City of North Ridgeville shall act as the Lead Agency for the Roundabout Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further, as the Lead Agency, North Ridgeville shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

WHEREAS, therefore, North Ridgeville and Avon wish to enter into this Cooperative Agreement pursuant to the provisions of Ohio Revised Code Sections 727.41 and 5557.09, and the applicable local ordinances of the respective participating municipalities in order to provide for the designation of the lead responsibility with respect to the project, for the equal sharing of all project costs including but not limited to the design engineering, construction of improvements, construction supervision, contract administration, and related items, and any right-of-way acquisition and/or utilities relocation as necessitated by the project.

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, North Ridgeville and Avon agree as follows:

1. North Ridgeville shall be designated Lead Agency for the design and construction of the Roundabout Project, and for application to the State of Ohio and/or any other source for grant funds to satisfy the cost of the project.

2. All costs incurred in the design, planning and construction of the Roundabout Project, after application of any and all State grant funds or funds from other public third party source shall be satisfied equally by North Ridgeville and Avon. As Lead Agency for the Roundabout Project, North Ridgeville shall provide itemized invoices for fifty percent (50%) of all

costs incurred to Avon who shall then reimburse North Ridgeville by delivering payment to the Office of the Engineer of the City of North Ridgeville within sixty (60) days of the date of invoice.

3. With regard to the design engineering, bid specifications and construction inspection services required for the project, North Ridgeville shall retain the necessary engineering via the attached document (labeled **Exhibit "A"**) here designated as American Structure Point Center SR 83 and Mills Road Intersection Improvement Project Scope of Services dated November 17, 2015. The engineering costs incurred as identified in this document shall be satisfied equally by North Ridgeville and Avon pursuant to paragraph 2 of this Cooperative Agreement appearing above. An exception to the professional services to be performed and/or obtained by American Structure Point is the performance Field Surveying Services and Right-of-Way Plan Preparation. Field Surveying Services and Right-of-Way Plan preparation services shall be provided by the City of Avon via a professional services company of its choice that has experience in providing such services and in accordance with the scope of services for said work detailed in the American Structure Point Scope of Services document (Exhibit "A"). The City of Avon agrees to work in an expeditious, cooperative and forthright manner with American Structure Point in providing said services. The costs incurred by the City of Avon to provide Field Surveying and Right-of-Way Plan Preparation shall be deemed eligible project costs and shall be shared equally between the two communities as any other project cost would be as provided for herein. The total cost for such services shall not exceed the costs as quoted in Exhibit "A". Should, at a future date, the City of North Ridgeville, the City of Avon and American Structure Point desire to shift the provision of other professional services, it shall be acceptable if agreed to in writing by American Structure Point and the Mayors of both communities.

4. Following completion of construction, all costs incurred in the maintenance of the Roundabout Project improvements, including the road surface and drainage, shall be shared equally by the participating municipalities. As Lead Agency for the project, North Ridgeville will

be responsible for the performance or contracting of all reasonably necessary maintenance. North Ridgeville shall then provide itemized invoices for fifty percent (50%) of all costs incurred to Avon who shall reimburse North Ridgeville by delivering payment to the Office of the Engineer of the City of North Ridgeville within sixty (60) days of the date of invoice.

A. The costs for design, construction and maintenance of the landscaping or other improvements within the interior green space of the roundabout shall likewise be equally shared by the participating municipalities, unless specifically agreed in writing to the contrary by both parties. The nature of the design and improvements, and the mechanics of regular maintenance shall be governed by separate agreement executed between the municipalities as a supplement to this cooperative agreement. Notwithstanding the supplemental agreement, the parties mutually agree herein that the design, improvement and maintenance of the internal green space shall be of an esthetic quality sufficient to appropriately represent each community in a most positive manner at that City's entrance point and at a cost deemed an objectively reasonable expenditure of public funds.

5. This Agreement may be amended or modified only by a duly authorized written agreement between the parties that may provide for such additional terms and conditions as may be later agreed upon for the joint construction of the referenced project.

6. This constitutes the entire agreement of the parties with regard to the subject matter detailed within, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This agreement shall be subject to and governed by the laws of the State of Ohio.

7. The waiver of any party hereto of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the

same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

8. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. The undersigned representatives of each of the municipal entities hereby represent and warrant that he/she is the duly authorized executive officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:

CITY OF NORTH RIDGEVILLE

By: _____
G. David Gillock, Mayor

CITY OF AVON

By: _____
Bryan K. Jensen, Mayor

CERTIFICATE OF LAW DIRECTOR OF NORTH RIDGEVILLE

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

Andrew Crites, Law Director
City of North Ridgeville

CERTIFICATE OF LAW DIRECTOR OF AVON

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

John Gasior, Law Director
City of Avon

CERTIFICATION OF FUNDS

I, Teresa Machovina, Deputy Auditor of the City of North Ridgeville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Deputy Auditor

CERTIFICATION OF FUNDS

I, Bill Logan, Director of Finance of the City of Avon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance