

COOPERATIVE AGREEMENT FOR SPRAGUE ROAD RESURFACING PROJECT BY AND BETWEEN THE CITIES OF PARMA, BROADVIEW HEIGHTS AND NORTH ROYALTON, OHIO

THIS AGREEMENT is made between the Cities of Parma, Ohio, Broadview Heights, Ohio, and North Royalton, Ohio each a municipal corporation located in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

The Cities of Parma, Broadview Heights and North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Section 715.02 of the Ohio Revised Code, to provide for and/or cooperate with the following improvement (referred herein as the improvement):

PROJECT LOCATION

Sprague Road resurfacing to begin at State Road and conclude at Broadview Road.

SEE, EXHIBIT A ATTACHED.

PROJECT COMPONENTS AND DIMENSIONS

See Bowen proposal project description, see EXHIBIT B ATTACHED.

The Cities of North Royalton, Parma and Broadview Heights do hereby acknowledge and agree to the Sprague Road resurfacing project, all being one continuous improvement, in accordance with the plans, profiles, specifications and preliminary estimate of cost prepared by Richard L. Bowen & Associates Inc. and on file in the offices of the Clerk of Council of the City of North Royalton.

The Cities of North Royalton, Parma and Broadview Heights agree and acknowledge that the City of North Royalton, on behalf of all three cities and pursuant to its Ordinance No. 13-09 entered into an agreement with Cuyahoga County for the resurfacing of Sprague Road (CR-67) from Broadview Road to State Road.

The Cities of North Royalton, Parma and Broadview Heights desire to provide for the construction and financing of the cost of the improvement in an efficient and economical manner in order to provide public facilities and services that are necessary for the health, safety and welfare of the residents of the Cities of North Royalton, Parma and Broadview Heights whose properties will benefit from the improvement.

The Cities agree that the City of North Royalton is the contracting party for the construction of the improvement on behalf of all three cities and that each City shall contribute to the cost of the improvement in the respective proportions determined and provided for herein.

The Cities of Parma, Broadview Heights and North Royalton acknowledge and agree that the execution and delivery of this Agreement has been duly authorized by the City Councils of Parma, Broadview Heights and North Royalton pursuant to Parma Ordinance No. _____, Broadview Heights Ordinance No. _____ and North Royalton Ordinance No. _____.

NOW, THEREFORE, in consideration of the promises and of the material covenants hereinafter set forth, and for other good and valuable consideration, the Cities of Parma, Broadview Heights and North Royalton, Ohio, do hereby acknowledge and agree as follows:

SECTION 1. Construction Contracts. The City of North Royalton shall, on behalf of all three cities, enter into all contracts for the construction of the improvement and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvement of the kinds enumerated in Section 727.08 of the Ohio Revised Code (*complete set of daily inspection reports to be copied to City of Parma and Broadview Hts. within a period of two (2) months of the date of the reports*). The City of North Royalton agrees to permit, and each construction contract shall contain provisions permitting the City of Broadview Heights and the City of Parma, at its option, to inspect the contractor's performance and actual costs of construction from time to time during the period of construction of the improvement and within a period of up to six months after completion thereof. Any and all costs which may ensue as a result of such inspection shall be assessed against the City of Broadview Heights or City of Parma. The City of Broadview Heights and City of Parma shall, by appropriate legislation, grant to the City of North Royalton, and to its contractors, officers, employees and agents the right to enter upon, occupy, excavate and restore streets and rights-of-way located in the City of Broadview Heights and City of Parma as shall be necessary for the construction of the improvement, including supervision and inspection.

SECTION 2. Apportionment of Costs. The parties agree and acknowledge that the anticipated construction cost for the project is \$2,338,443.00. The parties anticipate that the project will be funded 70% from the County's Road and Bridge Fund with the County contribution to the cost of the construction up to a maximum of \$1,636,910.00, which includes a maximum of \$441,965.70 for the portion of the project within the City of Broadview Heights and a maximum of \$818,455.00 for the portion of the project with the City of Parma and a maximum of \$376,489.30 for the portion of the project within the City of North Royalton.

The remaining cost of the road resurfacing, estimated to be \$701,533.00 shall be apportioned pursuant to the above referenced percentage as follows:

North Royalton	23% (estimated to be \$161,352.60)
Parma	50% (estimated to be \$350,766.50)
Broadview Heights	27% (estimated to be \$189,413.90)

The Cities of Parma and Broadview Heights agree and acknowledge that they will cooperate and assist the City of North Royalton in obtaining the county contribution, OPWC loan funds, as well as other funding of the project. In any event, each City remains solely responsible for the cost of the construction project within its borders.

The respective costs and shares shall be initially determined based upon the preliminary cost estimate referred to in EXHIBIT C, and shall be increased or decreased in the same proportion that the total amount of any revised or final estimate of cost of the respective portion, or component thereof, of the improvement increases or decreases from the amount included in the preliminary cost estimate. The contract or contracts for the construction of the improvement shall require each contractor to allocate, in each request for payment under the contract, the portion of the construction and other costs of the improvement for which payment is then sought, between Parma, North Royalton, and Broadview Heights share, based upon the actual amounts of labor and materials and related costs, including any charges resulting from change orders, required for the construction of those respective portions, and components of the improvement. Any and all improvements made within a city shall be the sole responsibility of that municipality.

SECTION 3. Deposit of Funds. Within 30 days after the City of North Royalton shall have provided to the Cities of Parma and Broadview Heights a copy of the revised estimated cost of the improvement based upon the lowest and best bid for labor and materials, the Cities of Parma and Broadview Heights shall pay to the City of North Royalton for deposit into the appropriate fund created or to be created by the City of North Royalton for each Cities' apportioned cost of construction (less County Road and Bridge Fund contribution and/or OPWC loan proceeds) for payment of the costs of the improvement. In the event the final cost of the improvement to be paid by the City of Broadview Heights and/or Parma shall be in excess of the revised estimate of cost, the City of North Royalton shall give to the City of Broadview Heights and/or Parma a detailed statement of such final cost, and the City of Broadview Heights and/or Parma shall within 30 days after that notice pay to the City of North Royalton any additional portion of the cost assigned to the City of Broadview Heights and/or Parma in accordance with this agreement. In the event the final cost of the improvement to be paid by the City of Broadview Heights and/or Parma shall be less than the estimated Broadview Heights and/or Parma share based on the revised estimate of cost, the City of North Royalton shall promptly refund to the City of Broadview Heights and/or Parma the excess amount paid by the City of

North Royalton under this section, together with a detailed statement of such final cost.

SECTION 4. Conveyance of Title; Assignment of Warranties. Upon completion of construction of the improvement and payment of the costs thereof, the City of North Royalton will assign to the Cities of Broadview Heights and Parma all contractors' and material suppliers' warranties with respect to the aforementioned areas.

SECTION 5. Notices. Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing and either delivered in person or deposited, postage prepaid, in the United States certified or registered mail, addressed, if to the City of Parma, at Parma City Hall, 6611 Ridge Road, Parma, Ohio 44129, Attention Mayor, if to the City of Broadview Heights, at 9543 Broadview Road, Broadview Heights, Ohio 44147, Attention Mayor, if to the City of North Royalton, at 13834 Ridge Road, North Royalton, Ohio 44133, or to such other address as any party hereto may specify as provided in this section.

SECTION 6. Effect of Partial Invalidity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

SECTION 7. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may not be effectively amended, changed, modified, altered or terminated except by written mutual agreement of the parties hereto.

SECTION 8. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 9. No personal Liability. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of any of the members of the Council or of any other officer or officers of the City of Parma, the City of Broadview Heights and/or the City of North Royalton.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Council of the City of Parma, the Council of the City of Broadview Heights and the Council of the City of North Royalton have each caused this Agreement to be executed by their respective duly authorized officers, this _____ day of _____, 2014.

Mayor
City of Parma, Ohio

Date

Mayor
City of Broadview Heights, Ohio

Date

Mayor
City of North Royalton, Ohio

Date

Approved as to form only:

Law Director
City of Parma, Ohio

Date

Law Director
City of Broadview Heights, Ohio

Date

Law Director
City of North Royalton, Ohio

Date