

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY FOR THE MAINTENANCE OF ROADWAYS LOCATED WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, the public interest of the Village requires the regular maintenance of roadways located in the Village of Richfield (said improvement being referenced herein as the "Project"); and

WHEREAS, the Project's estimated cost for construction, construction engineering and inspection of specified roadways located in the Village of Richfield (herein referenced as the "Project's Construction Cost") is \$100,000.00; and

WHEREAS, Summit County Engineer and the Village desire to enter into an agreement, to confirm the Project's Construction Cost and to designate the County of Summit as the lead agency for administration of competitive bidding, and the Village as the lead agency for construction and construction engineering of the Project; and

WHEREAS, said Agreement will identify the Village's share of the Project's Construction Cost as an amount that will not exceed \$100,000.00; and

WHEREAS, this Council has determined by reviewing all pertinent information that authorizing the Mayor to enter into the aforementioned agreement with County of Summit is necessary and in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit, State of Ohio, that:

SECTION 1. The Mayor and Finance Director are hereby authorized to enter into an agreement with the County of Summit, through the Summit County Engineer, for its 2020 road paving and maintenance program.

SECTION 2. The terms of said agreement shall include the following:

- a. That the estimated cost to the Village shall be an amount not to exceed \$100,000.00.
- b. That the project includes crack sealing (\$50,00.00) and guardrail repairs (\$50,000.00) throughout the Village.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing the bidding for the 2020 maintenance construction project for roadways within the Village of Richfield to proceed at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-3-2020



President of Council



Mayor

Dated: 3/3/2020

ATTEST:


Clerk of Council

Exhibit A

**Richfield Village Engineer Resurfacing Estimates
2018 SCE Cooperative Pavement Maintenance Program**

**Congress Parkway, Brecksville Road east to the terminus
2500 feet, 2" resurfacing: \$140,000**

**Mill Street, Streetsboro Road North
250 feet, 2" resurfacing: \$25,000**

**North High Street, Broadview Road to Mill Street
1,100 feet, 2" resurfacing: \$70,000**

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND
THE VILLAGE OF RICHFIELD
FOR PAVEMENT MAINTENANCE AND/OR MARKING COLLABORATION**

This Agreement of Cooperation is made this ____ day of _____, 2020 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the City/Village of _____, hereafter referred to the "City/Village", with the County and City/Village referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the **City/Village** is requesting Pavement Maintenance and/or Marking services within the City/Village's corporate limits as necessary; and

WHEREAS, the City/Village and the County recognize that collaboration on Pavement Maintenance and/or Marking projects can result in cost advantages for all participants due to increased volume of materials required and scheduling efficiencies for the service provider; and

WHEREAS, the City/Village and the County recognize that in order for all participants to fully benefit from collaboration it is imperative that participation in the project be maintained for the duration of the project once a service provider has been selected through the competitive bidding process; and

WHEREAS, the City/Village desires that the County will provide these services through the County Engineer; and

WHEREAS, by City/Village of _____ Ordinance No. _____, the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 4 – TERMS OF PAYMENT

The City/Village shall make payments directly to the contractor within the deadlines specified in the final contract.

Section 5 – DISPUTE RESOLUTION

A) In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Summit County Engineer and a designated representative of the City/Village, in writing.

In such notification, the disputing party shall present such evidence as may support their position. The representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. Should the parties be unable to resolve the dispute, either party may resort to its legal remedies as may be appropriate.

B) In the event a dispute arises between the City/Village and the contractor, notification of such dispute shall be sent to the Summit County Engineer by the City/Village, in writing. In such notification, the City/Village shall present such evidence as may support its position. The Engineer will review the complaint with the City/Village and the Contractor to informally resolve the dispute. Should the Parties be unable to resolve the dispute, the Engineer shall render a decision on the dispute in a reasonable amount of time. The City/Village agrees that the Engineer's decision is final. Each Party shall bear its own legal costs unless otherwise agreed.

Section 6 – INSPECTIONS

Periodic inspections may be performed jointly by representatives of the County and the City/Village, to determine the level of service being provided on the City/Village's roadway system.

Section 7 – TERM

This agreement becomes effective upon signature by the parties and shall extend through final completion of the project.

Section 7 – APPLICABLE LAW

The County and City/Village agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

Section 8 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the City/Village by the signature of the Mayor.

THE CITY/VILLAGE OF _____

By: _____
Mayor Date

THE COUNTY OF SUMMIT

Authorized By:

Ilene Shapiro Date
County of Summit Executive

Recommended By:

Alan Brubaker, P.E., P.S.
Summit County Engineer

Approved as to Legal Form and Correctness:

Sherri Bevan Walsh	Date
Prosecutor, County of Summit	

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE CITY/VILLAGE OF _____
FOR PAVEMENT MAINTENANCE AND/OR MARKING SERVICES**

Inventory – Exhibit 1

