

**AGREEMENT FOR COOPERATION AND COST SHARING
FOR THE NORTON ROAD RESURFACING PROJECT**

WHEREAS, a portion of Norton Road is located in the City of Stow and a portion of Norton Road is located in the City of Hudson; and

WHEREAS, the City Engineer for the City of Stow (hereinafter referred to as “Stow”) and the City Engineer for the City of Hudson (hereinafter referred to as “Hudson”) have recommended that the engineering plans be prepared for the resurfacing and associated improvements to Norton Road (PID #88544) (hereinafter referred to as the “Project”); and

WHEREAS, Hudson has enacted Resolution No. 12-31 authorizing its City Manager to enter into agreements with the Ohio Department of Transportation (“ODOT”) necessary for the completion of the Project;

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. CONSENT

Stow hereby gives its consent for Hudson to act as its contractual agent in connection with the Project.

Hudson agrees to act as the contractual agent for Stow in connection with the Project.

Stow hereby approves and ratifies all contracts which Hudson has entered or may enter into on its behalf which pertain to the Project where such written approval has been provided by Stow. Further, Stow releases and holds Hudson harmless from any liability Hudson may incur for any agreement Hudson has entered or may enter into on Stow’s behalf pertaining to the Project where such written approval has been provided by Stow.

SECTION 2. COOPERATION

Stow and Hudson each agree to cooperate with respect to the engineering, survey, construction, and payment for the Project.

SECTION 3. PARTICIPATION

A. Hudson agrees to:

1. Enter into such agreements as are necessary to complete the Project.

- B. Stow agrees to:
1. Provide Hudson with all information necessary for the Project including all available information, reports, plans, utility systems and other data pertinent to the Project.
 2. Examine all studies, reports, sketches, estimates and other documents presented by Hudson and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the Project.
 3. Assign a contact person authorized to act as agent for Stow to review and approve documents, invoices for payment and otherwise represent Stow with regard to all other matters dealing with the Project as it pertains to Stow.
- C. It is agreed and understood between Hudson and Stow that Hudson shall complete the construction plans, advertise for bids, and award a contract for the Project.
- D. It is agreed and understood between Hudson and Stow that Hudson will be the lead agency for the Project.

SECTION 4. FUNDING

- A. Funding for the Project is with Federal Surface Transportation Program/ODOT funds and with local funds. The local costs will be divided on a 50/50 basis between Hudson and Stow.
- B. Hudson's Responsibility:
- Hudson shall receive and process all Project documents and invoices. Upon receipt of an invoice, Hudson shall review, approve and make payment on behalf of Stow and Hudson, and agrees to advance payment of the entire cost of the Project.
- C. Stow's Responsibility:
- Stow agrees to make payment to and reimburse Hudson 50 percent of the total for Stow's portion of the local share of the Project, advanced as provided herein, within thirty (30) days after receipt of an invoice from Hudson.

SECTION 5. EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

The parties hereto have executed this Agreement this _____ day of _____, 20__.

CITY OF STOW

By: Sara Drew
The Honorable Sara Drew
Mayor

1/25/2013
Date

Approved as to form:

Brian Reali
Brian Reali
Law Director, City of Stow

CITY OF HUDSON

By: _____
Anthony J. Bales
City Manager

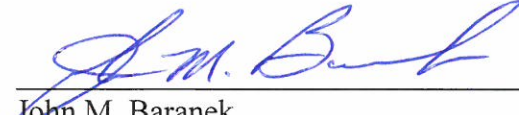
Date

Approved as to form:

R. Todd Hunt
Solicitor, City of Hudson

FINANCE DIRECTOR'S CERTIFICATE/CITY OF STOW

I, John M. Baranek, Finance Director of the City of Stow, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.



John M. Baranek
Finance Director

Date: 1/25/13

DIRECTOR OF FINANCE'S CERTIFICATE/CITY OF HUDSON

I, Jeffrey Knoblauch, Director of Finance of the City of Hudson, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Jeffrey Knoblauch
Director of Finance

Date: _____

RESOLUTION NO. 2013-20

REQUESTED BY ENGINEERING DEPT.
APPROVED BY FINANCE COM.
INTRODUCED BY RIEHL

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSENT AND COOPERATION AGREEMENT WITH THE CITY OF HUDSON, COMMITTING THE CITY OF HUDSON AS SPONSOR, FOR THE NORTON ROAD RESURFACING PROJECT, LOCATED IN THE CITY OF STOW AND THE CITY OF HUDSON, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Hudson is eligible to receive 80 percent federal funding for the purpose of resurfacing Norton Road from S.R. 91, Darrow Road to Stow Road. The current project cost is estimated at \$800,000.

WHEREAS, the City of Hudson has enacted Resolution No. 12-31 authorizing its City Manager to enter into agreements with the Ohio Department of Transportation (ODOT) necessary for the completion of the Project; and

WHEREAS, it is the mutual desire of both the City of Stow and the LPA, City of Hudson, to have the LPA serve as the responsible lead agency for the administration of the project; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STOW, COUNTY OF SUMMIT AND STATE OF OHIO:


SECTION 1. The Mayor is authorized to enter into an agreement with the City of Hudson for the Norton Road Resurfacing Project.


SECTION 2. The City of Stow will pay for the local share equally with the City of Hudson.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees or subcommittees that resulted in those formal actions, were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance was adopted pursuant to Section 4.11, Charter, and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety of the citizens of Stow and for the reason that it will allow the City of Hudson to complete the engineering and meet the construction time tables, and, pursuant to Section 4.13, Charter, shall take effect upon its adoption by Council and approval by the Mayor, otherwise at the earliest period allowed by law.

ADOPTED BY COUNCIL 1/24/13

ATTEST 
Bonnie J. Emahiser
CLERK OF COUNCIL


James M. Costello
PRESIDENT OF COUNCIL

FILED WITH MAYOR 1/25/13

APPROVED 
Sara Drew
MAYOR

FILED WITH CLERK 1/25/13

APPROVED AS TO FORM


Brian A. Reali
LAW DIRECTOR

EFFECTIVE DATE 1/25/13

I, BONNIE J. EMAHISER, CLERK OF COUNCIL, HEREBY CERTIFY THAT THE AFOREGOING IS A TRUE AND ACCURATE COPY OF

Res. No. 2013-20
1-24-13
ADOPTED BY COUNCIL ON Page 1 of 1

RES. NO. 2013-20
(Resolution of Consent and Cooperation –
City of Hudson – Norton Rd. Resurfacing Project)

BRT13-20