

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF STOW FOR COOPERATION AND COST SHARING FOR THE NORTON ROAD/STATE ROUTE 91 IMPROVEMENT PROJECT (PID 93452); AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of Hudson, Summit County, State of Ohio, that:

SECTION 1. The City Manager is authorized and directed to enter into an agreement with the City of Stow for cooperation and cost sharing for the Norton Road/State Route 91 improvement project in substantially the form of the agreement which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the citizens of the City, and for the further reason that it is immediately necessary to commence and complete the within public improvement project at the earliest possible time in this construction season for the safety of the motoring public; wherefore, this Resolution shall be in effect immediately upon its passage provided it receives the affirmative vote of five members of Council, except that six affirmative votes shall be required if all members are present; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

William A. Currin, Mayor

ATTEST: _____

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on _____, 2013.

Elizabeth Slagle, Clerk of Council

EXHIBIT A

AGREEMENT FOR COOPERATION AND COST SHARING FOR THE NORTON ROAD/STATE ROUTE 91 IMPROVEMENT PROJECT (PID # 93452)

WHEREAS, a portion of the Norton Road and State Route 91 intersection is located in the City of Stow and a portion of the Norton Road and State Route 91 intersection 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 improvements to the Norton Road/State Route 91 intersection (PID #93452) (hereinafter referred to as the “Project”); and

WHEREAS, Hudson has enacted Resolution No. 12-136 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/PAYMENT

- 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 shall receive and process all Project documents and invoices. Upon receipt of an invoice for professional consulting services and construction related to the Project, Hudson and Stow agree to each make payment of 50 percent of the total invoiced amount for the local share of the Project within the time period for payment of invoices set forth in the contracts for the services and materials that are being invoiced.

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: _____
The Honorable Sara Drew
Mayor

Date

Approved as to form:

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: _____

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: _____