

**COOPERATIVE AGREEMENT**  
**between**  
**COUNTY OF SUMMIT, OHIO**  
**and**  
**THE CITY OF HUDSON, OHIO,**  
**CONCERNING**  
**VALLEY VIEW ROAD BRIDGE OVER BRANDYWINE CREEK**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is made as of the date of signature by the Summit County Executive, below, by and between the County of Summit, Ohio (the “County”), an Ohio charter county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, acting for the Summit County Engineer, by the Summit County Executive, and the City of Hudson, (the “City”) an Ohio municipal corporation with its principal place of business at 1140 Terex Road Hudson, OH 44236.

**WITNESSETH:**

**WHEREAS**, Valley View Road (a.k.a. County Highway 25) extends within the City of Hudson from the Northern Corporation line to State Route 303 crossing over Brandywine Creek at Bridge No. HUT-025-1083, a county owned and maintained structure; and

**WHEREAS**, the City desires to construct a new Multi-Purpose Trail (the “Project”) along this portion of Valley View Road; and

**WHEREAS**, the City desires to construct a reinforced concrete barrier wall between the trail and the edge of the bridge as it crosses over Brandywine Creek; and,

**WHEREAS**, the Project will positively impact both pedestrian, bicyclists and vehicular traffic crossing the bridge; and,

**WHEREAS**, the Project is targeted to be awarded for construction in 2023; and,

**WHEREAS**, this Agreement was authorized by County Council by the adoption of County Council **Resolution No. 23 - \_\_\_\_\_**; and

**WHEREAS**, this Agreement was authorized by the City of Hudson by the adoption of **Resolution No. \_\_\_\_\_**; and

**WHEREAS**, it is necessary for the parties to execute this Cooperative Agreement to set forth the rights and duties of the parties concerning the design, construction and maintenance of the Project.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth below, the parties agree as follows:

1. **Scope of Work of the Project and Responsibilities of the County.** The County will permit the City to construct the Project crossing the County owned bridge known as HUT-025-1083 pursuant to the plans provided by the City.

a. **County Responsibilities.** The County shall permit the City of Hudson to construct a new Multi-Purpose Trail across and on top of the existing culvert-type bridge. The County shall continue to inspect the existing county owned bridge annually and to report the condition of the bridge to the City. The county shall maintain and repair the bridge as needed until such time that the bridge needs to be replaced. The cost to the County of the proposed Project shall be \$0.00.

b. **Hudson Responsibilities.** The City of Hudson will be responsible for 100% of the cost of the design, construction, construction inspection, operation and maintenance of the Project. The City of Hudson shall be responsible for any repairs to the trail, the guardrail and the concrete barrier wall constructed at the edge of the culvert-type bridge as part of the project. The City of Hudson shall also be responsible for any repair to the bridge that are indirectly caused by an errant vehicle striking the vertical concrete barrier wall that will be constructed as part of this project.

## 2. **Dispute Resolution**

a. In the event a dispute arises regarding this Cooperative Agreement, notification of such dispute shall be sent to all other parties to this Agreement within 30 days of discovery of such dispute.

b. In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of resolution. The parties will use their best efforts to resolve said dispute within a reasonable period of time. If the dispute cannot be resolved, the parties agree to utilize a private mediator to assist in resolving the dispute, with each party paying one-half of the cost of such mediator. If mediation is unsuccessful, the parties may resort to their legal remedies.

## 3. **Inspections**

The City shall be responsible for the inspections of all work performed during construction of the Project. The County will be responsible for the annual inspections of the existing structure in accordance with the Ohio Revised Code and the County will report the condition of the bridge to the City on an annual basis.

#### 4. Term

This Agreement becomes effective upon signature by the parties and will continue in existence so long as the multi-purpose trail remains attached to the Brandywine Creek structure.

#### 5. Maintenance and Replacement

Eventually, the existing 60-foot long concrete culvert-type bridge under Valley View Road will have to be replaced. The County shall be responsible for the routine maintenance and eventual replacement of the existing bridge including any necessary headwalls and wingwalls, and the City will be responsible for repairing and/or replacing the portions of the multi-purpose trail spanning the bridge. The repairing and/or replacing of the portions of the multi-purpose trail spanning the bridge includes both the horizontal trail and the vertical concrete wall separating the pedestrians and bicyclists from the edge of the bridge.

#### 6. Miscellaneous Provisions

- a. **Relationship of Parties.** The parties agree that at no time shall the relationship between the parties under this Cooperative Agreement be construed, held out or considered a joint venture or principal-agent.
- b. **Non-Discrimination.** The parties agree that in the hiring of employees for the performance of their duties under this Cooperative Agreement, the parties or their subcontractors, or any person acting on the behalf of the parties or their subcontractors, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
- c. The parties certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The parties agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.
- d. **Equal Opportunity Employer.** The parties expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

- e. **Integration.** This Cooperative Agreement represents the entire and integrated agreement between the parties. This Cooperative Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Cooperative Agreement.
- f. **Amendment and Waiver.** This Cooperative Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Cooperative Agreement may be amended to achieve additional goals of the parties with the written consent of the parties.
- g. **Assignment.** No party shall assign its rights or delegate its duties under this Cooperative Agreement without the prior written consent of the other parties. Subject to such consent, this Cooperative Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- h. **Capacity to Execute.** Each party hereby certifies that all actions necessary to execute this Cooperative Agreement were taken and that the person executing this Cooperative Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- i. **Review by Legal Counsel.** Each party has had the opportunity to review this Cooperative Agreement with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this Cooperative Agreement is to be construed against the drafting party is not applicable.
- j. **No Authority to Bind.** No party has the power or authority to bind the other party to contracts or other obligations, except as provided herein.
- k. **Severability.** If any provision of this Cooperative Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Cooperative Agreement shall continue in full force and effect.
- l. **Force Majeure.** No party shall be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all

reasonable action to minimize the effects of any such event, occurrence or condition.

- m. **Reservation of Rights.** A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Cooperative Agreement, whether of a like or different character.
- n. **Notices.** Every notice and demand required under the terms of this Cooperative Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address as shown below. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

#### **Notices to the County**

County of Summit  
County Executive - Department of Law  
175 S. Main Street  
Akron, Ohio 44308

With additional notice to:

Summit County Engineer  
538 East South Street  
Akron, Ohio 44311

#### **Notices to Hudson:**

City of Hudson  
Attn: Thomas J. Sheridan, City Manager  
1140 Terex Road  
Hudson, Ohio 44236

With additional notice to:

City of Hudson  
Attn: Bradley Kosco, City Engineer  
1140 Terex Road  
Hudson, Ohio 44236

- o. **Compliance.** Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

- p. **Ethics Compliance.** Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Cooperative Agreement, each party certifies that it is unaware of any violations of these provisions and that the undersigned believes their respective entity is in compliance with these provisions.
- q. **Governing Law.** This Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.
- r. **Forum.** Any litigation arising under this Cooperative Agreement must be litigated in the County of Summit Court of Common Pleas, and each party submits itself to the exclusive jurisdiction and venue of those courts.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this Cooperative Agreement effective as of the date of last execution below.

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
By: Ilene Shapiro, Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Brubaker, Summit County Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Summit County Prosecutor

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law

**CITY OF HUDSON, OHIO**

\_\_\_\_\_  
Thomas Sheridan, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Solicitor