



**CUYAHOGA COUNTY**  
**DEPARTMENT of PUBLIC WORKS**

Honorable Robert Stefanik  
Mayor of North Royalton  
13834 Ridge Rd.  
North Royalton, Ohio 44133

April 22, 2013

Re: Preventative Maintenance Contract

Dear Mayor Stefanik:

On March 5, 2013 the Department of Public Works sent a letter to all the communities of Cuyahoga County discussing a proposed Countywide Preventative Maintenance Program that was being discussed between County Executive Ed FitzGerald and the Cuyahoga County Council.

On March 27, 2013, Cuyahoga County Council enacted Ordinance No. 02013-0009 establishing the Cuyahoga Countywide Preventative Maintenance Program. A copy of this Ordinance is enclosed for your information.

As stated in our March 5, 2013 letter, your community can request to become part of these contracts by executing a Preventative Maintenance Agreement. A copy of an agreement is also enclosed for your review. If your community is interested in this program, please properly execute and return one copy this agreement. All copies must contain original signatures (signed in ink—no photocopied signatures, please). We request that you do not alter the enclosures.

The County has arranged to be the featured speaker at the May 1<sup>st</sup> Municipal Engineer's Association of Northeast Ohio (M.E.A.N.O.) Meeting. At this meeting, we will explain the program in detail and answer any questions that your community may have. If you are interested in attending this meeting, please call Rosemarie Frost at 216-518-5544 or e-mail her at [rfrost@gpdgroup.com](mailto:rfrost@gpdgroup.com) and she can make arrangements with you.

If you have any questions, please give me a call at 216-348-3800 or contact Stan Kosilesky, Planning and Finance Administrator at 216-348-3932.

Sincerely,

A handwritten signature in blue ink that reads "Bonita G. Teeuwen PE".

Bonita G. Teeuwen, P.E.  
Director of Public Works

cc: Service Director, Nick Cinquepalmi  
City Engineer, Mark A. Schmitzer, P.E.

Encl: As Noted

## **A G R E E M E N T**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ between the County of Cuyahoga, Ohio, hereinafter referred to as "COUNTY", on behalf of Cuyahoga County Department of Public Works (hereinafter referred to as CCDPW), and the City of North Royalton, hereinafter referred to as "MUNICIPALITY" a municipal corporation of the State of Ohio, pursuant to the authority of Resolution/Ordinance No. \_\_ passed by Council on \_\_\_\_\_ for MUNICIPALITY.

### **WITNESSETH:**

**WHEREAS**, MUNICIPALITY desires to retain CCDPW to perform certain preventive maintenance services related to roadways, including, but not limited to, sidewalk and curb ramp repairs, rebuilding catch basins/manholes, pavement stripping, crack sealing, street sweeping and other related services for the MUNICIPALITY; and,

**WHEREAS**, MUNICIPALITY desires to have CCDPW direct bill said services; and

**NOW THEREFORE**, in consideration of the promises and mutual obligations contained herein to be observed and performed by the parties hereto, COUNTY and MUNICIPALITY hereby agree as follows:

### **ARTICLE ONE – APPROVAL OF TASK ORDER FOR SERVICES**

- a. At the request of MUNICIPALITY, CCDPW will develop a task order of preventive maintenance services that CCDPW is willing to perform for the MUNICIPALITY.
- b. The task order shall include the scope of work to be performed, together with an estimate of the cost of the work prepared by CCDPW.
- c. CCDPW shall present the task order to the Mayor of MUNICIPALITY for approval. If CCDPW receives written approval from the Mayor, CCDPW shall proceed to perform the services set forth in the task order. After completing the services, CCDPW shall send an invoice to MUNICIPALITY for the cost of the services performed, which cost shall not exceed the estimate contained in the task order.
- d. MUNICIPALITY shall pay the invoice within thirty (30) days of receipt of same.
- e. MUNICIPALITY shall be responsible for acquiring and paying for any and all permits, easements and/or rights-of-entry required by COUNTY when performing the services set forth in an approved task order.

### **ARTICLE TWO – GENERAL CONDITIONS**

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and MUNICIPALITY, and supersedes any prior understanding or representation of any kind preceding the date of this AGREEMENT. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

- a. If any provision of this AGREEMENT is invalid or unenforceable for any reason, this AGREEMENT shall be divisible as to such provision and the remainder of this AGREEMENT shall be and remain valid and binding as though such provision was not included herein.

Either party shall have the right to terminate this AGREEMENT at any time with thirty (30) days advance written notice to the other party.

Any notice of termination shall be by certified mail, addressed to the Director in case of CCDPW or the highest ranking official in case of MUNICIPALITY. Upon termination of the AGREEMENT, MUNICIPALITY shall pay any and all outstanding expenses relating to the performance of this AGREEMENT within thirty (30) days of the receipt of an invoice showing monies owed for services rendered.

#### **ARTICLE FIVE – NOTICES**

Any notice to be given under this AGREEMENT by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested, unless it is a notice of termination which must be certified mail. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To COUNTY:           Attn: Director of Public Works  
                              2100 Superior Viaduct  
                              Cleveland, Ohio 44113

With a copy to:       Attn: Cuyahoga County Director of Law  
                              Cuyahoga County Department of Law  
                              1219 Ontario Street, 4<sup>th</sup> Floor  
                              Cleveland, Ohio 44113

To MUNICIPALITY: Attn: \_\_\_\_\_

#### **ARTICLE SIX – GOVERNING LAW AND JURISDICTION**

This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts.

# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0009

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>An Ordinance</b> establishing the Cuyahoga Countywide Preventive Maintenance Program, and declaring the necessity that this Ordinance become immediately effective.
Co-sponsored by: <b>Councilmembers Miller, Simon, Jones, Conwell, Rogers and Germana</b>	

WHEREAS, Cuyahoga County Charter Section 3.09, Subsection 8 provides that the powers of the County Council include the ability to adopt legislation “to cooperate or join by contract with any municipality, county, state or political subdivision or agency thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for providing a common service, and to provide the terms upon which the County shall perform any of the services and functions of any other county or any municipality or other political subdivision;” and,

WHEREAS, pursuant to the Ohio Revised Code 302.21, the County may enter into an agreement with any municipal corporation to perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority; and,

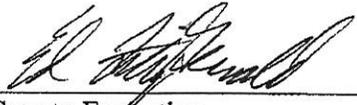
WHEREAS, through the Cuyahoga Countywide Preventive Maintenance Program, the County will perform certain preventive maintenance services relating to roadways, as outlined in the individual agreements with the participating municipalities; and,

WHEREAS, the services provided under the Cuyahoga Countywide Preventive Maintenance Program may include, but are not necessarily limited to, the following tasks: sidewalk repairs, curb ramp repairs, rebuilding catch basins/manholes, pavement striping, crack sealing and street sweeping; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can commence and continue on behalf of the various municipalities within the County’s jurisdiction.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** There is hereby established the Cuyahoga Countywide Preventive Maintenance Program to provide preventive maintenance services relating to

  
County Executive

3/29/13  
Date

  
Clerk of Council

3/27/2013  
Date

First Reading/Referred to Committee: February 26, 2013  
Committee(s) Assigned: Public Works, Procurement & Contracting

Committee Report/Second Reading: March 12, 2013

Additional Sponsorship Requested on the Floor: March 12, 2013

Additional Sponsorship Requested on the Floor: March 27, 2013

Journal CC009  
March 27, 2013