

# COOPERATIVE AGREEMENT FOR SPRAGUE ROAD CULVERT REPAIR PROJECT BETWEEN THE CITIES OF PARMA AND NORTH ROYALTON, OHIO

THIS AGREEMENT is made between the Cities of Parma, Ohio and North Royalton, Ohio, each a municipal corporation located in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

The Cities of Parma and North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Section 715.02 of the Ohio Revised Code, to provide for and/or cooperate with the following improvement, referred herein as the "Improvement."

WHEREAS, Parma City Council passed Ordinance No. 125-14, engaging Donald G. Bohning & Associates, Inc. (Bohning) for professional design services for an emergency culvert repair on Sprague Road in August of 2014; and,

WHEREAS, the final plans of Bohning were sent to the Cuyahoga County Department of Public Works (CCDPW), who engaged Terrace Construction to complete the repairs pursuant to the final plans and estimates. While the initial repairs were expected to be performed in Parma only, upon a field meeting of the parties on October 1, 2015, it was determined that the repair should be extended into North Royalton, and the repair would be the Invert repair (Rehabilitation) of the entire length of the culvert; and,

WHEREAS, the cities wish to memorialize this Agreement and provide for the payment details as between both cities; NOW, THEREFORE, the parties agree as follows:

1. **Project Location.** The Improvement is the repair of a culvert across Sprague Road near Peachtree Lane.
2. The repair shall consist of the work which was known as Option 2, which included the installation of a "paved" invert to structurally bridge the bottom portion of the corrugated metal pipe culvert which has deteriorated. The repair shall be made in accordance with the plans attached and incorporated into this Agreement and identified as Exhibits A-1 thru A-4.
3. The total cost of the project is \$57,134.08, of which the sum of \$22,282.29 shall be the responsibility of Parma, and \$34,851.79 shall be the responsibility of North Royalton.

4. CCDPW shall make payment to Terrace Construction from Parma's storm sewer maintenance fund for its portion of the cost.
5. North Royalton, in January of 2016, shall make its portion of the cost to CCDPW, which shall be deposited into the Parma Storm Sewer fund; maintained by the CCDPW.
6. **Notices.** Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing and either delivered in person or deposited, postage prepaid, in the United States certified or registered mail, addressed, if to the City of Parma, at Parma City Hall, 6611 Ridge Road, Parma, Ohio 44129, Attention: Mayor, if to the City of North Royalton, at 14600 State Road, North Royalton, Ohio 44133, or to such other address as any party hereto may specify as provided in this section.
7. **Effect of Partial Invalidity.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.
8. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may not be effectively amended, changed, modified, altered or terminated except by written mutual agreement of the parties hereto.
9. **Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
10. **No Personal Liability.** No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of any of the members of the Council or of any other officer or officers of the City of Parma and/or the City of North Royalton.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Council of the City of Parma and the Council of the City of North Royalton have each caused this Agreement to be executed by their respective duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor  
City of Parma, Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
City of North Royalton, Ohio

\_\_\_\_\_  
Date

Approved as to form only:

\_\_\_\_\_  
Law Director  
City of Parma, Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
Law Director  
City of North Royalton, Ohio

\_\_\_\_\_  
Date

*Cooperative Agreement-Sprague Culvert Repair*