

EXHIBIT A

**COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF AVON AND THE CITY OF AVON LAKE
FOR THE ASPHALT RESURFACING OF STATE ROUTE 83 FROM DETROIT ROAD TO
LAKE ROAD**

This Agreement entered into this ____ day of _____, 2016, by and between the **CITY OF AVON LAKE, OHIO**, an Ohio municipal corporation located at 150 Avon Beldon Road, Avon Lake, Ohio 44012, (hereinafter "Avon Lake") and the **CITY OF AVON**, located at 36080 Chester Road, Avon, Ohio 44011 (hereinafter "Avon").

WITNESSETH:

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors passed Resolution 2014-013 titled "Provisional Transportation Asset Management Policy" at its April 11, 2014 Board Meeting; and

WHEREAS, the stated intent of the Provisional Transportation Asset Management Policy is to advance projects for funding that have been prioritized by NOACA's Regional Pavement Management System (RPMS) with input from the affected communities to consider factors such as project readiness, multimodal use, economic development and access to community job centers. RPMS uses a benefit analysis based on average daily traffic, pavement condition ratings, functional classifications, and various connectivity factors. The result was a selection of a list of resurfacing projects by NOACA for funding in fiscal year 2016 that met the criteria; and

WHEREAS, one of the projects selected by NOACA for participation in the program is the asphalt resurfacing of State Route 83 (Center Road) from Detroit Road in the City of Avon northward to Lake Road in the City of Avon Lake; and

WHEREAS, NOACA in conjunction with the Ohio Department of Transportation (ODOT) have designated the project as PID 92880, LOR SR083-17.94 and placed it on NOACA's SFY 2016-2019 Transportation Improvement Program (TIP) for funding with the City of Avon as the Project Sponsor. NOACA has preliminarily estimated the total cost of construction and

construction engineering to be \$2,169,719. The estimated costs will be divided on a 20% local and 80% NOACA funding ratio for construction related costs. As such, the NOACA estimated construction costs break down as follows: \$174,272 for Avon Lake, \$259,672 for Avon and \$1,735,775 for NOACA. Estimated costs will be revised during the development of engineering plans and will be based on the actual work occurring in each community; and

WHEREAS, it is a requirement of the NOACA program that the local governments must undertake actions to facilitate the preparation of engineering plans and specifications for the project that meet with ODOT requirements and satisfaction. In addition, the cost of preparing the plans and specifications shall be borne solely by the local governments involved; and

WHEREAS, Avon and Avon Lake are both desirous of improving said project area by undertaking improvements which will benefit the residents of both communities, (hereinafter the "project"); with Avon and Avon Lake undertaking on a shared basis all project related local costs not specifically segregated per community by ODOT, including the costs to prepare the engineering plans and specifications, shall be divided among the two communities based on a ratio of the centerline length of State Route 83 within the project area per community to the total project length. Based on ODOT Straight Line Miles designations within the project area there are 1.5 centerline miles in Avon and 2.4 centerline miles in Avon Lake. The resulting cost sharing percentages would then be 38.5% Avon and 61.5% Avon Lake; and

WHEREAS, ODOT has agreed that for this project it will review the prepared engineering plans and then to administer the bidding, contract award and construction management activities through an ODOT-Let contract and construction model instead of Local Project Administration model ; and

WHEREAS, the City of Avon, as the NOACA designated Project Sponsor shall act as the Lead Agent for the preparation of engineering plans and specifications in cooperation with NOACA, the Ohio Department of Transportation (ODOT) and the City of Avon Lake; and

WHEREAS, therefore, Avon and Avon Lake are desirous of entering into a separate Cooperative Agreement pursuant to the provisions of Ohio Revised Code Sections 727.41 and 5557.09, and the applicable laws of Avon and Avon Lake, in order to provide for Avon undertaking the lead responsibility with respect to the project, and for the prorated sharing of all project costs, including but not limited to the design engineering, construction of improvements, construction supervision, contract administration, and related items on a prorated shared basis, and any right of way acquisition, and/or utilities relocation as set forth hereafter unless specific quantifications of work performed in each community are prepared and certified by the Ohio Department of Transportation in which case such costs shall not be prorated and shared but paid fully by the community in which the work occurred.

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, Avon Lake and Avon agree as follows:

1. With regard to the design engineering required for the project, Avon shall provide the necessary design engineering and furnish on a monthly basis an itemization of such expenses based upon the pro rata and allocable hourly rates of those Avon employees / consultants who are engaged in the process of design engineering based upon actual hours so expended. Upon presentation of such an itemization, Avon Lake shall, within 60 days, reimburse Avon for 61.5% of the charges identified.
2. With regard to the construction work required for the project, Avon shall work cooperatively with NOACA and ODOT so that the Project participates in ODOT's ODOT-Let model for competitive bidding, contract award, construction supervision and construction administration. Each community shall be responsible for 100% of any costs presented to it by ODOT for its portion of such project costs.

4. In the event of the necessity of any right of way acquisition and/or utility relocation, Avon will contract for such items as the lead agency. However such costs and expenses (including but not limited to design costs, supervision, negotiations and related costs) shall be born one hundred percent (100%) by the particular entity, whether Avon or Avon Lake, within the boundaries of such right of way acquisition and/or utility relocation arises in connection with the project. .
6. Avon Lake agrees that it will be jointly responsible with Avon (see party's proportionate share in paragraph Number 1.) for any and all costs, expenses, claims, demands or causes of action, including but not limited to, costs of defense and legal fees, arising from the Project notwithstanding Avon's status as lead agency in connection with this Agreement.
7. This Agreement may be amended or modified only by a written agreement between the parties duly authorized, that may provide for such additional terms and conditions as may be agreed upon for the joint construction of the referenced project.
8. This constitutes the entire agreement of the parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This agreement shall be subject to and governed by the laws of the State of Ohio.
9. The waiver of any party hereto of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

10. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11. The undersigned representatives of each of the parties hereby represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:

CITY OF AVON LAKE

By: _____
Greg Zilka, Mayor

CITY OF AVON

By: _____
Bryan K. Jensen, Mayor

CERTIFICATE OF LAW DIRECTOR OF AVON LAKE

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this ____ day of _____, 2016.

Abraham Lieberman, Law Director

CERTIFICATE OF LAW DIRECTOR OF AVON

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this ____ day of _____, 2016.

John Gasior, Law Director

CERTIFICATION OF FUNDS

I, Steve Presley, Director of Finance of the City of Avon Lake, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATION OF FUNDS

I, Bill Logan, Director of Finance of the City of Avon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance