

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
THE MASTER COOPERATIVE AGREEMENT
FOR PREVENTIVE MAINTENANCE SERVICES WITH CUYAHOGA COUNTY
AND PARTICIPATING MUNICIPALITIES TO PARTICIPATE IN THE
CUYAHOGA COUNTYWIDE PREVENTIVE MAINTENANCE PROGRAM**

WHEREAS, Pursuant to Section 806.02 of Cuyahoga County Code, Cuyahoga County selected municipalities to participate in the Cuyahoga Countywide Preventative Maintenance Program; and

WHEREAS, Pursuant to an award letter dated February 24, 2020 and May 7, 2020, Mayfield Village will be reimbursed by Cuyahoga County for performing the following preventive maintenance activities on County roadways located in the Village: pavement resurfacing, base repairs, curb replacement/repairs, curb ramp repairs, rebuilding of utility catch basins/manholes, pavement striping, crack sealing, pavement joint repair, and other similar maintenance activities approved by the County (the “Preventive Maintenance”); and

WHEREAS, in order to receive reimbursement for the Preventive Maintenance, the Village is required to enter into the Master Cooperative Agreement for Preventive Maintenance Services with Cuyahoga County and the participating municipalities; and

WHEREAS, the Council deems it necessary and in the best interest to the health safety and welfare of all Village residents to enter into the Master Cooperative Agreement for Preventive Maintenance Services with Cuyahoga County and the participating municipalities.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest of the Village residents to enter into the Master Cooperative Agreement for Preventive Maintenance Services with Cuyahoga County and the participating municipalities, and authorizes the Mayor to execute the Master Cooperative Agreement for Preventive Maintenance Services with Cuyahoga County and the participating municipalities in the form attached hereto as **Exhibit A**.

SECTION 2. The Village does hereby agree to obligate any funds required under the Master Cooperative Agreement for Preventive Maintenance Services in order to receive reimbursement.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary funding for preventive maintenance and is time sensitive. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.


STEPHEN SCHUTT
Council President

First Reading: May 18, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020
PASSED: May 18, 2020

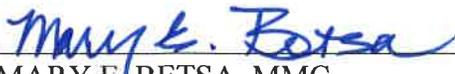


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

**MASTER COOPERATION AGREEMENT
FOR
PREVENTIVE MAINTENANCE SERVICES**

This Master Agreement (the “Agreement”) made and entered into this _____, 2020 (the Effective Date”) and between County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of the Department of Public Works (the “County”) and the following State Ohio municipalities (hereinafter referenced individually as “Municipality” and collectively as “Municipalities”) identified as follows:

1. City of Bay Village
2. City of Beachwood
3. City of Bedford
4. City of Bedford Heights
5. Village of Bentleyville
6. City of Berea
7. Village of Bratenahl
8. City of Brecksville
9. City of Broadview Heights
10. City of Brooklyn
11. Village of Brooklyn Heights
12. Village of Chagrin Falls
13. City of Cleveland
14. City of Cleveland Heights
15. Village of Cuyahoga Heights
16. City of East Cleveland
17. City of Garfield Heights
18. Village of Gates Mills
19. Village of Glenwillow
20. City of Highland Heights
21. Village of Highland Hills
22. Village of Hunting Valley
23. City of Independence
24. City of Lakewood
25. City of Lyndhurst
26. City of Maple Heights
27. City of Mayfield Heights
28. Mayfield Village

29. City of Middleburg Heights
30. Village of Moreland Hills
31. Village of Newburgh Heights
32. City of North Olmsted
33. Village of North Randall
34. Village of Oakwood
35. City of Olmsted Falls
36. Orange Village
37. City of Parma
38. City of Pepper Pike
39. City of Richmond Heights
40. City of Rocky River
41. City of Shaker Heights
42. City of South Euclid
43. City of Strongsville
44. City of University Heights
45. Village of Valley View
46. Village of Walton Hills
47. City of Warrensville Heights
48. Village of Woodmere

RECITALS:

A. Pursuant to Section 806.02 of Cuyahoga County Code, the County selected the Municipalities to participate in the Cuyahoga Countywide Preventive Maintenance Program; and

B. Pursuant to an award letter dated February 24, 2020 and May 7, 2020, the Municipalities will be reimbursed by the County for performing the following preventive maintenance activities on County roadways located in such Municipalities: pavement resurfacing, base repairs, curb replacement/repairs, curb ramp repairs, rebuilding of utility catch basins/manholes, pavement striping, crack sealing, pavement joint repair, and other similar maintenance activities approved by the County (the “Preventive Maintenance”); and

C. The County recognizes the need to protect its financial investment in the County’s roadway infrastructure and desires to reimburse the Municipalities for Preventive Maintenance services according to the terms and conditions herein; and

D. The Municipalities have recognized that such Preventive Maintenance services are in the public interest and desire to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will reimburse each Municipality for actual costs of materials used by the Municipalities in performing Preventive Maintenance on County roadways in an amount not to exceed the amount described in Exhibit A, attached to this Agreement and incorporated as fully rewritten herein. Unless otherwise approved by the County, County will not reimburse Municipalities for the cost of labor used in performing such Preventive Maintenance.
3. The County has indicated the approved Preventive Maintenance for each Municipality in the award letters dated February 24, 2020 and May 7, 2020, attached to this Agreement as Exhibit B and incorporated as fully rewritten herein. The County, through the Director of Public Works, reserves the right to make modifications to the projects listed in Exhibit B, provided that such modifications do not exceed to total reimbursable amount awarded for each Municipality.
4. The Municipalities shall perform the Preventive Maintenance during the 2020 construction year but no later than December 31, 2020. The obligation of the County to pay eligible costs for Preventive Maintenance pursuant to the terms and conditions of this Agreement shall expire on September 30, 2021. Upon the expiration of the aforesaid date, the County shall not be obligated to reimburse the Municipalities for any Preventive Maintenance services.
5. In the event a Municipality breaches any term of this Agreement, the County reserves the right to supply written notice of an intent to terminate the Agreement. The Municipality shall have thirty (30) calendar days to cure the breach from the date of its receipt of the notice of breach. If the Municipality fails to cure the breach within thirty (30) calendar days the Agreement shall immediately and automatically terminate for cause. The County shall pay the Municipality for the actual costs incurred by the Municipality for performing eligible Preventive Maintenance services prior to the date of termination.
6. Upon completion of the Preventive Maintenance, the Municipalities will continue to maintain all the County roadways in accordance with the statutes relating thereto and agree to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency. The County will not be responsible for further maintenance of the roadway improvements.
7. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any

MAYFIELD VILLAGE, OHIO

By: Brenda T Bodnar

Brenda T. Bodnar, Mayor



Stephen Schutt, Council President

APPROVED AS TO FORM:

Anthony J. Coyne /dtw

ANTHONY J COYNE, ESQ.
DIRECTOR OF LAW