From: June L. Gauss <jgauss@cuyahogacounty.us>
Sent: Thursday, May 07, 2020 4:32 PM
To: Brenda Bodnar <BBodnar@mayfieldvillage.com>; Tom Cappello <tcappello@hovancsek.com>; Doug Metzung <DMetzung@mayfieldvillage.com>; Ron Wynne <RWynne@mayfieldvillage.com>
Subject: Mayfield Village: Master Cooperation Agreement for the 2020 Preventative Maintenance Program

Dear Mayfield Village,

Earlier this year, you received an award letter for the County's 2020 Preventative Maintenance Program. In prior years, legislative authority for this program was through an Ordinance that expired in 2019, therefore, the County is issuing this new Master Cooperation Agreement as its replacement. The attached Master Cooperation Agreement is to be executed by the Village to receive reimbursement for the County's 2020 Preventative Maintenance Program. Please note that this type of agreement could be issued each funding year in the future. We are looking at several options to minimize the paperwork going forward.

We are requesting that you process the attached legislation as soon as possible and return it to our office, to my attention (hardcopy or electronic is acceptable). Since this is a master agreement, each Municipality will need to return their signed document to us before the County can process it for full execution. Therefore, your prompt response to this matter is very important and much appreciated. The County will not be able to process any 2020 reimbursement payments until the master agreement is fully executed. Feel free to reach out to me with any questions on this agreement or the program in general.

We appreciate the continued partnership with your community.

Thank you,
June

June L. Gauss, E.I.
Senior Project Manager

Cuyahoga County Department of Public Works
2079 East 9th Street, 5th Floor
Cleveland, OH 44115

RESOLUTION NO. 2020-25
INTRODUCED BY: Mayor Bodnar

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: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

PASSED: _____, 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

counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

8. By entering into this Agreement, each Municipality agrees on to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Municipality also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year mentioned above.

COUNTY OF CUYAHOGA, OHIO

By: _____

Armond Budish, County Executive,
by Matt Carroll
(pursuant to Executive Order No. EO2018-0001
dated February 26, 2018)

MAYFIELD VILLAGE, OHIO

By: _____

Brenda T. Bodnar, Mayor

Cuyahoga County
Together We Thrive

Armond Budish
Cuyahoga County Executive

February 24, 2020

The Honorable Mayor Bodnar
Village of Mayfield
6622 Wilson Mills Road
Mayfield Villlage, Ohio 44143

RE: 2020 County Road Preventative Maintenance Reimbursement Program – Selection Results

Dear Mayor Bodnar

Thank you for submitting projects for our 2020 preventative maintenance program. The Department of Public Works has completed the review of all projects submitted. The infrastructure need in Cuyahoga County is extensive and budget constraints only allow the County to fund a limited number of projects each year.

We wish to congratulate you on the following projects being selected for funding:

ROAD NAME	C.R. NO.	PROJECT TERMINI	WORK TYPE(S)	MATERIAL COST
Highland Rd	47	West Corp. Line to SOM Center Rd	Striping	$650.00
Lander Rd	20	Ridgebury Blvd to Wilson Mills Rd	Striping	$12,000.00
White Rd	161	SOM Center Rd for Approximately 375ft	Striping	$3,500.00
Wilson Mills Rd	73	Lander Rd to Corp Limit	Striping	$25,000.00

The County will process 2020 material cost reimbursement payments for the above maintenance projects once invoices are submitted, reviewed and approved by the Department of Public Works. All invoices for the 2020 County Road Preventative Maintenance Reimbursement Program shall be submitted no later than **March 26, 2021**. Your total reimbursable cost for the year 2020 may not exceed $41,150.00.

We plan to continue this program in the future and you are encouraged to resubmit unsuccessful and/or additional projects for further consideration next year. The hope is that by continuing this effort, together, we will improve the condition of our County's roads.

If you have any questions about specific projects or details of the programs, feel free to call June Gauss, Senior Project Manager, Public Works at (216) 348-3888 or by email at jgauss@cuyahogacounty.us

Sincerely,

Armond Budish
County Executive

AB/jlg

cc: CCDPW: M. Dever, D. Marquard, N. English, T. Sotak
Village of Mayfield: Cappelo, Metzung, Wynne