

**MASTER COOPERATION AGREEMENT  
FOR  
PAVEMENT PREVENTIVE MAINTENANCE SERVICES**

This Master Agreement (the "Agreement") made and entered into this \_\_\_\_\_ (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 of 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 Broadview Heights
5. City of Brook Park
6. City of Brooklyn
7. City of Cleveland
8. City of East Cleveland
9. City of Garfield Heights
10. City of Highland Heights
11. City of Lyndhurst
12. City of Maple Heights
13. City of Middleburg Heights
14. City of North Royalton
15. City of Parma
16. City of Parma Heights
17. City of Seven Hills
18. City of South Euclid
19. City of University Heights
20. Village of Gates Mills
21. Village of Hunting Valley

**RECITALS:**

A. The Municipalities and the County have entered into agreements for the construction of certain roadway improvements where the Municipalities agreed to cooperate with the County and the County agreed to participate in the design and construction of such improvements (the "Cooperation Agreements"), further described as follows:



<b>Municipality</b>	<b>Roadway Improvement</b>	<b>Limits</b>
1. City of North Royalton	Royalton Road	West 130th Street to York Road
2. City of Middleburg Heights	Bagley Road	Pearl Road to West 130th Street
3. City of Brook Park	West 130th Street	Bagley Road to Snow Road
4. City of Parma	West 130th Street	Bagley Road to Snow Road
5. City of Parma Heights	West 130th Street	Bagley Road to Snow Road
6. City of Middleburg Heights	West 130th Street	Bagley Road to Snow Road
7. City of Brooklyn	Ridge Road	Memphis Avenue to Denison Avenue
8. City of Cleveland	Ridge Road	Memphis Avenue to Denison Avenue
9. City of Cleveland	East 131st Street	Miles Road to Forestdale Drive
10. City of Garfield Heights	East 131st Street	Miles Road to Forestdale Drive
11. City of Cleveland	East 116th Street	Miles Road to Union Avenue
12. City of Highland Heights	Brainard Road	Falkirk Road to Wilson Mills Road
13. City of Lyndhurst	Brainard Road	Falkirk Road to Wilson Mills Road
14. Village of Gates Mills	Cedar Road	SOM Center Road to Chagrin River Road
15. Village of Hunting Valley	Cedar Road	SOM Center Road to Chagrin River Road
16. City of Bedford	Warrensville Center Road	Meadowgate Boulevard to Maple Heights NCL
17. City of Maple Heights	Warrensville Center Road	Meadowgate Boulevard to Maple Heights NCL
18. City of Beachwood	Cedar Road	Interstate 271 to Green Road
19. City of Lyndhurst	Cedar Road	Interstate 271 to Green Road
20. City of South Euclid	Cedar Road	Interstate 271 to Green Road
21. City of University Heights	Cedar Road	Interstate 271 to Green Road
22. City of Bay Village	Wolf Road	Sutcliffe Drive to Clague Road
23. City of East Cleveland	Lee Boulevard	Euclid Avenue to Forest Hills Boulevard
24. City of South Euclid	South Green Road	Mayfield Road to Monticello Boulevard
25. City of Bedford	Union Street	Broadway Avenue (north) to Broadway Avenue (south)
26. City of Parma	York Road	Pearl Road to Pleasant Valley Road
27. City of Parma Heights	York Road	Pearl Road to Pleasant Valley Road
28. City of Broadview Heights	East Sprague Road	Broadview Road to the Seven Hills ECL
29. City of Seven Hills	East Sprague Road	Broadview Road to the Seven Hills ECL

B. The County recognizes the need to protect its financial investment and desires to provide to Municipalities pavement preventative maintenance services for the roadway improvements referenced in Section A; and

C. The Municipalities have recognized that such pavement preventative maintenance services are in the public interest and desire to supplement the original Cooperation Agreements 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 provide to Municipalities free of charge pavement crack sealing and striping or asphalt surface preservation for each roadway improvement described in Section A of the Recitals. Pavement crack sealing and striping or asphalt surface preservation are limited to the 2023 construction season and will be provided only one time.
3. Municipalities consent to the provision of pavement crack sealing and striping or asphalt surface preservation and such consent is hereby given to the County for each roadway improvements described in Section A of the Recitals.
4. The County will finance the pavement crack sealing, striping and asphalt surface preservation by an allocation from the County Motor Vehicle License Tax Fund.
5. Upon completion of crack sealing, striping and asphalt surface preservation work performed by the County, the Municipalities will continue to maintain all the roadways listed in Section A of the Recitals 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 (O.E.P.A.). The County will not be responsible for further maintenance of the roadway improvements.
6. 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.
7. 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.

[signatures on the following pages]

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

**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
Chris Ronayne, County Executive,  
or designee  
(pursuant to Executive Order No. EO2023-0001,  
dated February 21, 2023)

**CITY OF BAY VILLAGE, OHIO**

By: \_\_\_\_\_  
Paul Koomar, Mayor

**CITY OF BEACHWOOD, OHIO**

By: \_\_\_\_\_  
Justin Berns, Mayor

**CITY OF BEDFORD, OHIO**

By: \_\_\_\_\_  
Michael Mallis, City Manager

**CITY OF BROADVIEW HEIGHTS, OHIO**

By: \_\_\_\_\_  
Samuel Alai, Mayor



**CITY OF BROOK PARK, OHIO**

By: \_\_\_\_\_  
Edward Orcutt, Mayor

**CITY OF BROOKLYN, OHIO**

By: \_\_\_\_\_  
Ron Van Kirk, Mayor

**CITY OF CLEVELAND, OHIO**

By: \_\_\_\_\_  
James DeRosa, Director, Mayor's Office of Capital Projects

**CITY OF EAST CLEVELAND, OHIO**

By: \_\_\_\_\_  
      Brandon King, Mayor

**CITY OF GARFIELD HEIGHTS, OHIO**

By: \_\_\_\_\_  
Matt Burke, Mayor

**CITY OF HIGHLAND HEIGHTS, OHIO**

By: \_\_\_\_\_  
Chuck Brunello, Jr., Mayor

**CITY OF LYNDHURST, OHIO**

By: \_\_\_\_\_  
Patrick Ward, Mayor

**CITY OF MAPLE HEIGHTS, OHIO**

By: \_\_\_\_\_  
Annette Blackwell, Mayor



**CITY OF MIDDLEBURG HEIGHTS, OHIO**

By: \_\_\_\_\_  
Matthew Castelli, Mayor

**CITY OF NORTH ROYALTON, OHIO**

By: \_\_\_\_\_  
Larry Antoskiewicz, Mayor

**CITY OF PARMA, OHIO**

By: \_\_\_\_\_  
Timothy DeGeeter, Mayor

**CITY OF PARMA HEIGHTS, OHIO**

By: \_\_\_\_\_  
Marie Gallo, Mayor

**CITY OF SEVEN HILLS, OHIO**

By: \_\_\_\_\_  
Anthony Biasiotta, Mayor

**CITY OF SOUTH EUCLID, OHIO**

By: \_\_\_\_\_  
Georgine Welo, Mayor

**CITY OF UNIVERSITY HEIGHTS, OHIO**

By: \_\_\_\_\_  
Michael Brennan, Mayor

**VILLAGE OF GATES MILLS, OHIO**

By: \_\_\_\_\_  
Karen Schneider, Mayor



**VILLAGE OF HUNTING VALLEY, OHIO**

By: \_\_\_\_\_  
Bruce Mavec, Mayor