

JOINT COOPERATION AGREEMENT

FOR

ROADWAY RESURFACING AT MONROE STREET AND TALMADGE ROAD

BETWEEN

THE CITY OF TOLEDO

AND

LUCAS COUNTY

This Agreement is by and between the Board of Lucas County Commissioners, hereinafter referred to as **LUCAS COUNTY**, and the City of Toledo, hereinafter referred to as **TOLEDO**.

WITNESSETH

WHEREAS, the roadway resurfacing and intersection improvements at Monroe Street and Talmadge Road, a County Road, located in Sylvania Township and the City of Toledo by contract is hereinafter referred to as **PROJECT**; and

WHEREAS, the City of Toledo agrees with the Lucas County Engineer that jointly bidding the roadway resurfacing and increasing the amount of work in the contract should result in lower unit prices to complete the **PROJECT** by contract; and

WHEREAS, the Lucas County Engineer has requested the City of Toledo to include Talmadge Road, a County Road in Sylvania Township described herein with the City of Toledo's Roadway Resurfacing project and intersection improvement; and

WHEREAS, **LUCAS COUNTY** and **TOLEDO** desire to join into an agreement that will accomplish the construction of said **PROJECT**.

NOW, THEREFORE, **LUCAS COUNTY** and **TOLEDO** for mutual benefits, herein contained and specified, have agreed and do hereby agree to as follows:

1. **TOLEDO** will prepare the necessary plans, bid documents, specifications, and a construction estimate with staff at no cost to the **LUCAS COUNTY**.
2. **TOLEDO** will administer the construction work in Sylvania Township including inspection with its staff at no cost to **LUCAS COUNTY**.
3. **TOLEDO** will provide contract administration, advertising, and contract award.
4. **LUCAS COUNTY** agrees to pay 100% of the local share of the cost of the portion of **PROJECT** located in Sylvania Township and any cost overruns which is not anticipated to exceed **Five Thousand Dollars (\$5,000.00)**.
5. It is the intent that **TOLEDO** will enter into a contract with the lowest and best bidder to complete the **PROJECT**.

TOLEDO will invoice **LUCAS COUNTY** for the portion of the **PROJECT** located in Sylvania Township after the **PROJECT** is completed.

6. **LUCAS COUNTY** and **TOLEDO** will pay invoices or transfer funds within forty five (45) days of receipt.
7. It is the intent of this Agreement that **TOLEDO** and **LUCAS COUNTY** shall each properly and expeditiously discharge any requirement that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, **LUCAS COUNTY** and **TOLEDO** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

CITY OF TOLEDO, OHIO:

BOARD OF LUCAS COUNTY COMMISSIONERS:

Wade Kapszukiewicz, Mayor

Pete Gerken, President

Tina Skeldon Wozniak

Carol Contrada

Date: _____

Date: _____

Approved as to Content:

Approved as to Content:

Commissioner, Engineering Services

Lucas County Engineer

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Asst. City Attorney

Asst. Lucas County Prosecutor

Date: _____

Date: _____