

**COOPERATION AGREEMENT
BY AND BETWEEN
LORAIN COUNTY
AND
THE CITY OF OBERLIN**

This Agreement, by and between Lorain County, State of Ohio (hereinafter referred to as “County”) and the City of Oberlin, County of Lorain, State of Ohio (hereinafter referred to as “City”), is hereby entered into on this ____ day of _____, 2010.

WITNESSETH:

Whereas, the County and the City intend to file a joint application to the Ohio Public Works Commission (hereinafter referred to as “OPWC”) for Issue II Round 25 funding for the project known as “Oberlin Road Bridge #0044 Replacement”; and

Whereas, the OPWC requires that the parties submitting a joint application for funding enter into a “Cooperation Agreement”.

Now, therefore, in consideration of the foregoing the parties hereto do mutually agree as follows:

1. Lead Agency

The City does hereby authorize the County to be the lead applicant and, as such, to sign all necessary documents.

2. Project Financing

- a. The County will provide funds totaling 13.00% of the cost of the project. Said funds will come from the _____ funds. Furthermore, the County agrees to pay its share of the cost as invoices are due/at the end of the project/as otherwise agreed upon.
- b. The City will provide funds totaling 13.00% of the cost of the project. The City will provide 100% of the funding necessary to relocate its water main as required for the construction of the project. Said funds will come from the Capital Improvement and/or the Water Reserve Replacement fund. Furthermore, the City agrees to pay its share of the cost as invoices are due/at the end of the project/as otherwise agreed upon.

3. Project Authorization

- a. This project is authorized by Lorain County Resolution Number _____
- b. This project is authorized by City of Oberlin Ordinance Number _____

4. Term of Agreement

This Agreement shall commence at the latest date set forth below. This Agreement shall be commensurate with the term of the OPWC grant award.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the County and the City. This Agreement and its rights and responsibilities shall not be assigned or transferred without the prior written consent of the County and of the City.

6. Severability

If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.

7. Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, **Lorain County and the City of Oberlin, by their duly authorized agents**, have executed this Agreement on the dates set forth next to their signatures.

Lorain County:

BY: _____
 , Commissioner

DATE: _____

BY: _____
 , Commissioner

DATE: _____

BY: _____
 , Commissioner

DATE: _____

City of Oberlin:

BY: _____
 Eric P. Norenberg
 City Manager

DATE: _____

Approved as to form:

Eric R. Severs, Law Director