

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE RICHFIELD TOWNSHIP
FOR VEHICLE FUEL PURCHASE**

This Agreement of Cooperation is made this 7th day of September, 2017 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer ("Engineer"), and Richfield Township ("Township"), with the County and Township referenced hereby jointly as the "Parties" and separately as "Party".

WITNESSETH:

WHEREAS, the Township is requesting that the County provide access to its fuel distribution system as necessary; and

WHEREAS, the Township desires that the County provide these services through the Engineer; and

WHEREAS, by Resolution No. 09-2017, Township authorized an agreement with the County for the payment of costs of this service; and

WHEREAS, by Resolution No. _____, County's Council has authorized the County's Executive to enter into the agreement with Township for the provision of said service.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – SCOPE OF SERVICES

The Engineer shall provide the Township with controlled access to the Engineer's fuel distribution system at the Boston Mills Station located at 1928 Boston Mills Road.

Section 2 – TOWNSHIP RESPONSIBILITIES

The Township shall make payments to the County for all fuel used by Township vehicles. The Township shall issue a purchase order in the amount of the estimated cost of the fuel to be purchased during the following calendar quarter. The Township will purchase HID cards for each employee authorized to fuel vehicles on behalf of the Township. The County will not provide access to the County's fuel distribution system unless and until a current purchase order encumbering the necessary funds for payment has been forwarded to the Engineer.

The Township is responsible for any property damage caused by Township employees while on County property. The Township shall be responsible and shall reimburse County for any improper or unauthorized use of the HID cards assigned to its employees.

Section 3 – COUNTY RESPONSIBILITIES

The County shall provide all necessary fuel and equipment. The County will monitor when and how much fuel is provided to the Township and prepare necessary reports for billing purposes.

Section 4 – TERMS OF PAYMENT

The Township agrees to pay for the actual cost of the fuel provided to Township vehicles and a proportional share of any equipment repairs required as routine maintenance of the fuel distribution system. Actual fuel cost will be based on a last-in-first-out cost method determined by the last purchase price incurred by the County prior to distribution to Township vehicles.

The County will invoice the Township against established purchase orders for reimbursement of costs incurred for fuel provided. The Township will reimburse the County within fifteen (15) business days of being invoiced.

Default. If the Township fails to make any payments due hereunder or fails to abide by the terms of this Contract, then the Township shall be in default. The Engineer shall provide notice of such default and if the Township fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of the Township.

Section 5 – DISPUTE RESOLUTION

In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Director of Public Service for the Summit County Engineer and a designated representative of the Township, in writing, within 90 days of discovery of such dispute.

In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

Section 6 – TERM

This agreement becomes effective upon signature by the parties, and will have an initial term through December 31, 2018. Said Agreement may be extended for up to three (3) additional one (1) year periods.

This Agreement may be rescinded by either party giving ninety (90) days written notice to the other party.

Section 7 – APPLICABLE LAW

The County and Township agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

Section 8 – EXTENT OF AGREEMENT


This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supercedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the Township by the signature of the Trustees.

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Signature Page

RICHFIELD TOWNSHIP


Trustee


Trustee


Trustee

THE COUNTY OF SUMMIT

Recommended By:

Alan Brubaker, P.E., P.S.
Summit County Engineer

Authorized By:

_____ Date _____
Ilene Shapiro
County of Summit Executive

Approved as to Legal Form
and Correctness:

_____ Date _____
Sherri Bevan Walsh
Prosecutor, County of Summit

_____ Date _____
Deborah Matz
Director of Law, Insurance and Risk Management