

RESOLUTION G2020-39

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF TOWNSHIP TRUSTEES OF SYMMES TOWNSHIP FOR THE CONSTRUCTION OF IMPROVEMENTS TO UNION CEMETERY ROAD

WHEREAS, the Board of Trustees will be paving certain roadways in the township for the 2020 paving program and would like to include one (1) county roadway in the program; and

WHEREAS, the Director of Public Works has recommended to the County Engineer to pave one (1) additional roadway in the same area that are under the control and maintenance of the County Engineer's Office which include Union Cemetery Road (from Montgomery Road to Fields Ertel Road); and

WHEREAS, the County Engineer's Office desires to resurface/rehabilitate Union Cemetery Road from Montgomery Road to Fields Ertel Road and have agreed to reimburse the township up to \$90,000.00 for that resurfacing/rehabilitation; and

WHEREAS, the Board of Trustees of Symmes Township, Hamilton County, Ohio, has agreed to enter into a Joint Agreement Between Hamilton County and the Board of Township Trustees of Symmes Township for the Construction of Improvements to Union Cemetery Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. That the Board of Trustees of Symmes Township of Hamilton County, Ohio hereby authorizes the Township Administrator to enter into a Joint Agreement Between Hamilton County and the Board of Township Trustees of Symmes Township for the construction of improvements to Union Cemetery Road from Montgomery Road to Fields Ertel Road.

Section 2. The purpose of said agreement is to resurface/rehabilitate Union Cemetery Road which is a county-maintained roadway and the County Engineer has agreed to reimburse Symmes Township up to \$90,000.00 for those improvements upon receipt of an invoice from Symmes Township for the work performed.

Section 3. It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this

Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 5. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED: MAY 5, 2020 – RESOLUTION G2020-39

Vote Record: Ms. Leis _____ Mr. Bryant _____ Mr. Beck _____

BOARD OF TRUSTEES:

Jodie L. Leis, President

Kenneth N. Bryant, Vice-President

Phillip J. Beck, Trustee

ATTEST:

Joseph C. Grossi, Fiscal Officer

APPROVED AS TO FORM:

Kevin C. McDonough, Law Director

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF
TOWNSHIP TRUSTEES OF SYMMES TOWNSHIP FOR THE CONSTRUCTION OF
IMPROVEMENTS TO
UNION CEMETERY ROAD**

PROJECT No. 502005

This JOINT AGREEMENT is entered into on this _____ day of _____, 2020, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as the "COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "ENGINEER", and the Board of Township Trustees of Symmes Township, hereinafter referred to as the "TOWNSHIP", acting by and through its duly authorized Township agent(s).

Whereas,

-) the COUNTY desires to resurface/rehabilitate **UNION CEMETERY ROAD** from Montgomery Road to Fields Ertel Road, said road being a County road; and
-) the TOWNSHIP desires to resurface/rehabilitate several Township roads under the 2020 Symmes Township Road Rehabilitation Project; and
-) the improvement of the above County roads and Township roads is hereinafter referred to as the "PROJECT"; and
-) the COUNTY and the TOWNSHIP acknowledge that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area; that the public will benefit by creating a joint project to complete the construction of the PROJECT; and that the PROJECT is of mutual benefit to both jurisdictions; and
-) the COUNTY and the TOWNSHIP further acknowledge that all the work involved in the PROJECT will be located within the existing rights-of-way for the roads and no additional rights-of-way or easements will be required for the PROJECT.

Now therefore, the COUNTY and the TOWNSHIP agree that:

The COUNTY and/or the ENGINEER will:

-) prepare a quantity tabulation for the improvement of the County road that is to be added to the PROJECT.
-) certify that the COUNTY funds necessary for the PROJECT are available and have been allocated for the PROJECT.
-) allow the TOWNSHIP and/or its agents to complete the construction of the PROJECT within the COUNTY's road rights-of-way.

-) employ a qualified firm to complete all required testing on the PROJECT.
-) inspect the construction of the PROJECT improvements to the COUNTY's road.
-) verify the quantities of work completed on the COUNTY's road.
-) if a request from the Contractor for changes/modifications to the COUNTY'S portion of the PROJECT, i.e. a Change Order, is received from the TOWNSHIP, review and then either approve or deny the request. Approval of the request is not to be unreasonably withheld. If the request from the Contractor is approved, direct the TOWNSHIP to prepare and execute a Change Order.
-) be responsible for the cost of the improvements constructed under the PROJECT that are located within the COUNTY up to a maximum amount of **Ninety Thousand Dollars and No Cents (\$90,000.00)**.

The TOWNSHIP will:

-) invoice the COUNTY for the total amount of the COUNTY's portion of the PROJECT cost.
-) coordinate and administer the CONTRACT.
-) inspect the construction of the PROJECT improvements to the TOWNSHIP's roads.
-) verify the quantities of work completed on the TOWNSHIP's roads.
-) prepare a payment request and directly reimburse the Contractor for the costs of the PROJECT improvements constructed.
-) if any request is received from the Contractor for changes/modifications to the PROJECT, i.e. a Change Order, review and then either approve or deny the request. If the request involves work to be completed in the COUNTY's portion of the PROJECT, the request will be forwarded to the ENGINEER for review and approval or denial of that portion of the request prior to the preparation of the appropriate Change Order.
-) after approving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate Change Order. The Change Order will specify whether the Change Order is for general PROJECT work or is applicable to work in only one of the jurisdictions.
-) be responsible for the cost of the improvements constructed under the PROJECT that are located within the TOWNSHIP. The final amount of the TOWNSHIP's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change

Orders.

The COUNTY and the TOWNSHIP further agree that:

-) this agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No provision of this JOINT AGREEMENT shall be altered, waived or amended except in writing signed by both parties.
-) after the completion of the PROJECT, either party to this JOINT AGREEMENT and/or each Engineer shall maintain and keep in repair those portions of the roadway, located within its respective jurisdiction, at no further expense to the other party.
-) the construction of this PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or any Engineer has accepted from or delegated to the other party or parties the responsibility and/or liability for the design and/or construction of those sections of the PROJECT completed within the other respective party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the COUNTY and the TOWNSHIP have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

SYMMES TOWNSHIP:

By: _____
Township Administrator

Approved as to Form:

By: _____
Law Director

HAMILTON COUNTY:

By: _____
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By: _____
Assistant County Prosecutor