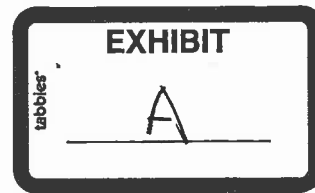


**COLUMBIA ROAD
WIDENING AND RESURFACING PROJECT
REIMBURSEMENT AGREEMENT**



This agreement made and entered into by and between the Warren County Board of County Commissioners, hereinafter referred to as WARREN COUNTY, on behalf of the Warren County Engineer, hereinafter referred to as the COUNTY ENGINEER, and the Council of the City of Mason, hereinafter referred to as MASON.

WITNESSETH:

WHEREAS, WARREN COUNTY and MASON desire to widen and resurface Columbia Road from Wilson Avenue to the proposed Great Wolf Drive, which is partially located within the City of Mason Corporation Limits and partially outside of the Corporation Limits, in accordance with the specifications of MASON's contract for the Columbia Road Widening and Resurfacing Project hereinafter referred to as the PROJECT; and

WHEREAS, Per Ohio Revised Code Sections 302.13 and 307.15, WARREN COUNTY and MASON desires to enter into a joint agreement to construct the PROJECT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, WARREN COUNTY consents to the construction of the PROJECT by MASON with the understanding of the following:

1. MASON will widen and resurface Columbia Road in accordance with the plans and specifications of MASON's contract for the PROJECT that is attached hereto and incorporated herein.
2. The COUNTY ENGINEER's current estimate for WARREN COUNTY's portion of the PROJECT is **Thirty Thousand Dollars and zero cents (\$30,000.00)**. The final amount of WARREN COUNTY's portion of the Project will be determined based upon the bid prices and the "as-built" quantities. MASON shall invoice WARREN COUNTY for the cost of the PROJECT. MASON hereby agrees that it will not approve any change orders for the PROJECT or any modifications to the approved quantities that would increase the overall cost of the PROJECT related to the improvements to WARREN COUNTY's portion of the PROJECT without WARREN COUNTY's prior written consent.
3. Per MASON bidding requirements, successful bidder will provide a contract bid bond with submission of bid and MASON will hold performance bond equal to the contract amount. The performance bond will not be released until work has been completed and accepted by WARREN COUNTY and MASON. In the event that the Contractor fails to perform the work according to the terms and conditions of the contract and to the satisfaction of WARREN COUNTY and MASON, MASON hereby agrees that it will use any bond proceeds from the Performance Bond to complete the Project according to the approved specifications.

4. WARREN COUNTY will supervise, monitor and inspect construction of the PROJECT outside of the Corporation Limits. MASON further agrees to ensure that the Contractor complies with all of the terms and conditions of the contract, including, but not limited to any prevailing wage requirements, and any similar requirements. MASON will further require the Contractor to submit affidavits indicating that any subcontractors or material suppliers on the Project have been paid in full.

5. Upon construction of the PROJECT according to the specifications and completion of the contract in accordance with applicable law, WARREN COUNTY will accept all portions of the PROJECT that are designated as WARREN COUNTY.

6. All personnel or agents of WARREN COUNTY and MASON shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (a) the parties are autonomous organizations (b) the parties have independent and separate boards of elected officials and officers responsible to manage their operations and affairs (c) the parties have their own separate assets, (d) the parties are not affiliated and do not have any interest therein, (e) the parties have the right and power to hire, supervise and fire their own employees and contractors, (f) the parties have the function of carrying out and supervising their services under this Contract, and (g) the parties do not control the day-to-day operations and affairs of the other party.

7. This Agreement may only be terminated by either party in the event of a material breach of this Contract, when the material breach remains uncured sixty days after written notice is given to the breaching party specifying the breach. A "material breach" is any failure of either party to fully comply with and perform any and all terms and conditions of the Agreement.

8. All notices required to be given hereunder shall be in writing and shall be sent to the following addresses:

If to WARREN COUNTY:
Neil F. Tunison, P.E., P.S.
Warren County Engineer
105 Markey Road
Lebanon, Ohio 45036

If to MASON:
Richard Fair, P.E.
City Engineer
City of Mason
6000 Mason-Montgomery Road
Mason, Ohio 45040

9. Whenever the terms "WARREN COUNTY" and "MASON" are used herein, these terms shall include, without exception, the employees, agents, elected officials, successors, assigns and/or authorized representatives of MASON and WARREN COUNTY.

10. Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

11. This Agreement contains the entire Agreement between WARREN COUNTY and MASON with respect to the subject matter hereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts or otherwise, not herein contained shall be of any force or effect.

12. No modification or amendment of any provisions of the Agreement shall be effective unless made by a written instrument duly executed by the party to be bound thereby, which refers specifically to this Agreement and the amendment of modification being made.

13. Should any judicial officer or tribunal of competent jurisdiction deem any portion of this Agreement unenforceable, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

14. No waiver by either party by any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

15. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

16. The signatures of the parties to this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by C. Michael Kilburn, its President, pursuant to Resolution No. _____ and the Mason City Council, pursuant to Ordinance No. _____ have caused this instrument to be executed this ____ day of _____, 2006.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

RECOMMENDED BY:
CITY OF MASON ENGINEER

BY: _____
NAME: Neil F. Tunison P.E., P.S.
TITLE: County Engineer
DATE: _____

BY: _____
NAME: Richard Fair P.E.
TITLE: City Engineer
DATE: _____

**BOARD OF COMMISSIONERS
OF WARREN COUNTY, OHIO**

CITY OF MASON

BY: _____
NAME: C. Michael Kilburn
TITLE: President
DATE: _____

BY: _____
NAME: Scot Lahrmer
TITLE: City Manager
DATE: _____

Approved as to Form:

RACHEL HUTZEL, PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: _____
Bruce A. McGary, Asst. Prosecutor