

ORDINANCE NO. 2008 - 52

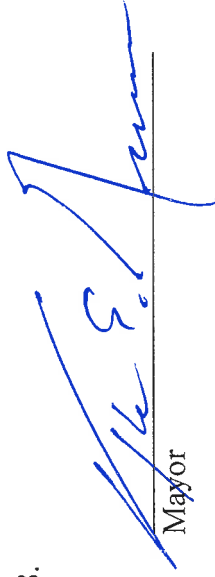
AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH DEERFIELD TOWNSHIP TRUSTEES FOR THE RESURFACING AND MAINTENANCE OF STREETS LOCATED WITHIN DEERFIELD TOWNSHIP, TO BE COMPLETED WITH THE 2008 JOINT STREET RESURFACING PROGRAM

BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a reimbursement agreement with Deerfield Township Trustees for the resurfacing and maintenance of streets located within Deerfield Township, which is to be completed with the 2008 Joint Street Resurfacing Program, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 21st day of April, 2008.



Mayor

Attest:



Clerk of Council

EXHIBIT A

2008 STREET MAINTENANCE AND
RESURFACING PROJECT
REIMBURSEMENT AGREEMENT

This agreement made and entered into by and between the Deerfield Township Board of Trustees, hereinafter referred to as DEERFIELD, and the Council of the City of Mason, hereinafter referred to as MASON.

WITNESSETH:

WHEREAS, DEERFIELD TOWNSHIP and MASON desire to maintain and resurface various streets, which are located within the City of Mason Corporation Limits and the Deerfield Township Limits, in accordance with the specifications of MASON's contract for the 2008 Maintenance and Resurfacing Project hereinafter referred to as the PROJECT; and

WHEREAS, Per Ohio Revised Code Sections 302.13 and 307.15, DEERFIELD TOWNSHIP 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, DEERFIELD TOWNSHIP consents to the construction of the PROJECT by MASON with the understanding of the following:

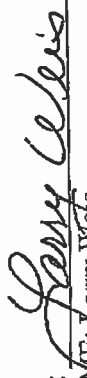
1. MASON and DEERFIELD will maintain and resurface various streets in accordance with their respective plans and specifications approved by the council of the City of Mason and the board of trustees of Deerfield Township. The City of Mason Engineer will be responsible for overseeing the portion of the PROJECT in the city limits. The DEERFIELD TOWNSHIP's Director of Public Works will be responsible for overseeing that portion of the PROJECT located in the unincorporated areas of the Township. The material specifications, project locations and other pertinent information concerning the PROJECT are included in MASON's contract for the PROJECT which is attached hereto and incorporated herein.
2. DEERFIELD TOWNSHIP's current estimate for DEERFIELD TOWNSHIP's portion of the PROJECT is \$758,000. The final amount of DEERFIELD TOWNSHIP's portion of the PROJECT will be determined based upon the bid prices and the "as-built" quantities. MASON shall invoice DEERFIELD TOWNSHIP 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 DEERFIELD TOWNSHIP's portion of the PROJECT without DEERFIELD TOWNSHIP'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 DEERFIELD TOWNSHIP 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

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

9. Whenever the terms "DEERFIELD TOWNSHIP" 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 DEERFIELD TOWNSHIP.
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 DEERFIELD TOWNSHIP 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, Deerfield Township Board of Trustees has caused this Agreement to be executed on the date stated below by Daniel Corey, its President, pursuant to Resolution No. 253 and the Mason City Council, pursuant to Ordinance No. _____ have caused this instrument to be executed this _____ day of _____, 2008.


**RECOMMENDED BY:
DEERFIELD TOWNSHIP DIRECTOR
OF PUBLIC WORKS**

BY: 
NAME: Larry Weis
TITLE: Director of Public Works
DATE: 4-16-08

**RECOMMENDED BY:
CITY OF MASON ENGINEER**

BY: _____
NAME: Kurt Seiler P.E.
TITLE: City Engineer
DATE: _____

**BOARD OF TRUSTEES
OF DEERFIELD TOWNSHIP, OHIO**

BY: 
NAME: Dan Evers
TITLE: Township Administrator
DATE: 4.18.08

CITY OF MASON

BY: _____
NAME: Eric Hansen
TITLE: City Manager
DATE: _____