

RESOLUTION #18-0220-06

Authorizing Cooperation Agreement with Delaware Township for Bunty Station Road Paving

WHEREAS, road improvements, including paving, have become necessary on Bunty Station Road, and

WHEREAS, a portion of Bunty Station is located within Delaware Township, and

WHEREAS, it is in the best interest of the Townships and most cost effective to work cooperatively on this road improvement project with each Township being financially responsible for the improvements completed on the respective Township's portion of Bunty Station Road.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to authorize the attached Cooperation Agreement to Pave Bunty Station Road between Liberty Township, Delaware County and Delaware Township, Delaware County.

Motion made by Melanie Leneghan and seconded by Mike Gemperline

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

Feb. 20, 2018

Date

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

COOPERATION AGREEMENT TO PAVE BUNTY STATION ROAD

LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO AND DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO

This Cooperation Agreement ("Agreement") is entered into this February 20th, 2018 by and between the Board of Trustees, Liberty Township, Delaware County, Ohio ("Liberty Township"), whose principal place of business is located at Township Government Office, 10104 Brewster Lane, Suite 125, Powell, Ohio 43065, and Board of Trustees, Delaware Township, Delaware County, Ohio ("Delaware Township"), whose principal place of business is located at 2590 Liberty Road, Delaware, Ohio 43015, to pave Bunty Station Road (Township Road No. 141) (Liberty Township and Delaware Township collectively "Parties").

This Agreement is entered into pursuant to R.C. § 9.482(B)(1).

The Project shall consist of repaving Bunty Station Road from _____ to _____, and any incidental work as determined necessary to complete the Project by mutual agreement of the Parties' respective boards of trustees (the "Project"). The construction plans and specifications have been prepared and are on file in the office of _____. The Parties agree to work together and cooperate to perform the Project. The Liberty Township portion of the Project shall be as specified on attached Exhibit 1. The Delaware Township portion of the Project shall be as specified on attached Exhibit 2.

Liberty Township shall be responsible for and fund the total cost of its portion of the Project as specified on Exhibit 1 and any additional costs or change orders related to its portion of the Project. Such funds shall come from the _____ Fund.

Delaware Township shall be responsible for and fund the total cost of its portion of the Project as specified on Exhibit 2 and any additional costs or change orders related to its portion of the Project. Such funds shall come from the Road & Bridge Fund.

The Parties agree that Liberty Township shall be the lead entity for the Project. Delaware Township hereby expressly authorizes Liberty Township to sign all necessary documents on behalf of Delaware Township relating to the Project and Delaware Township hereby agrees to be bound by such signature(s). Liberty Township shall not proceed with any contract modifications or order work on the Delaware Township portion of the Project in excess of ten (10) percent of the amount set forth on Exhibit 2 without express written consent of Delaware Township.

The Parties agree that the road superintendents from both Townships shall work together and cooperatively supervise all phases of the Project.

The Parties may work with Delaware County, Ohio on any portion of the project, including bidding and awarding the construction contract, managing the construction contract, and providing for the necessary inspection and testing of work.

Liberty Township will pay for all Project costs and expenses initially and invoice Delaware Township for its share of the Project costs and expenses as they are incurred by Liberty Township immediately upon receipt of each invoice. Delaware Township will pay the invoice within 30 days of receipt of the invoice from Liberty Township.

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

This Agreement is between and is solely for the benefit of Liberty Township and Delaware Township and bestows no cause of action on any third parties.

Exhibits 1 and 2 attached to this Agreement are by this reference incorporated into and made a part of this Agreement. To the extent that any terms and conditions of this Agreement conflict with those contained in the attached Exhibits, the terms and conditions of this Agreement shall prevail.

No actual funds are to be exchanged between the Parties in connection with this Agreement.

**Board of Trustees
Liberty Township, Delaware County, Ohio**

Melanie Leneghan
Melanie Leneghan
Trustee

2/20/2018
Date

Shyra Eichhorn
Shyra Eichhorn
Trustee

2/20/2018
Date

Mike Gemperline
Mike Gemperline
Trustee

2/20/2018
Date

Attest:

Nancy Denutte
Nancy Denutte
Liberty Township Fiscal Officer

2/20/2018
Date

LIBERTY TOWNSHIP RESOLUTION NO: _____

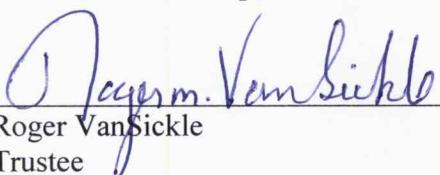
Date: _____

LIBERTY TOWNSHIP FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):

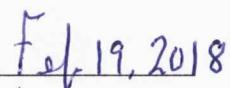
No actual funds are to be exchanged between the Parties in connection with this Agreement. No Fiscal Officer's Certification is required.

Board of Trustees

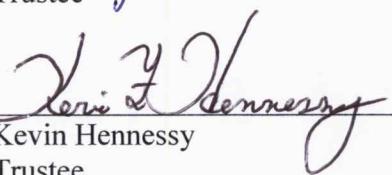
Delaware Township, Delaware County, Ohio



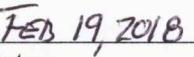
Roger VanSickle
Trustee



Date



Kevin Hennessy
Trustee



Date



Randy Ormerod
Trustee



Date

Attest:

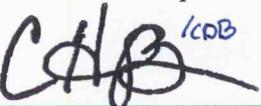


Barbara Thomas
Delaware Township Fiscal Officer

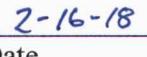

Date

DELAWARE TOWNSHIP RESOLUTION NO: 02-19-03 Date: 2/19/18

Approved as to Form
For Delaware Township



Carol Hamilton O'Brien
Delaware County Prosecuting Attorney



Date

DELAWARE TOWNSHIP FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):

No actual funds are to be exchanged between the Parties in connection with this Agreement. No Fiscal Officer's Certification is required.