

**BOARD OF TRUSTEES
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**

RESOLUTION NO. 17-0605-03

A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL COST-SHARING AGREEMENT WITH ORANGE TOWNSHIP AND GENOA TOWNSHIP FOR ADMINISTRATION OF THE JOINT BID FOR THE COLLECTION, TRANSFER, AND DISPOSAL OF SOLID WASTE BY AN INDEPENDENT CONTRACTOR.

PREAMBLE

WHEREAS, the Board of Trustees of Liberty Township, Delaware County, Ohio (“Board”) has recently resolved to issue a joint bid with the Orange Township Board of Trustees (“Orange”) and Genoa Township Board of Trustees (“Genoa”) (collectively, “Townships”), for the collection, transfer, and disposal of solid waste by an independent contractor according to the specifications included in the Joint Request for Bids package (“Joint RFB”); and,

WHEREAS, the Board has authority to enter into written agreements with townships and other political subdivisions related to the rendering of services and/or the sharing of costs in connection with any joint bid effort, pursuant to R.C. Sections 9.48, 9.482, 307.15, and 505.27.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

1. That the Board agrees to enter into an Intergovernmental Cost-Sharing Agreement (“Agreement”) with Orange and Genoa establishing the terms and conditions under which the Townships will collectively share the burden of expenses associated with administering the Joint RFB.
2. That the Agreement shall be in the form presently submitted to the Board, the contents of which are hereby incorporated by reference as if fully repeated herein.
3. That, in accordance with its terms, the Agreement shall take immediate effect upon formal approval of all Townships.
4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
5. This Resolution shall be in full force and effect immediately upon adoption.

Motion made by Dr. Mitchell
Shyra Eichhorn seconded the motion.

Voted on and signed this 5th day of June, 2017 in Liberty Township, Delaware County, Ohio.

**BOARD OF TRUSTEES
LIBERTY TOWNSHIP,
DELAWARE COUNTY, OHIO**

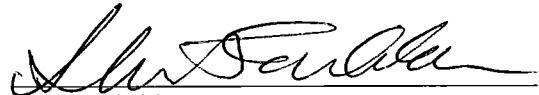
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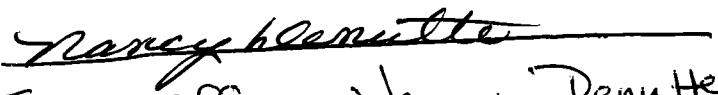
Melanie Leheghan
Trustee

Roll Call Vote

<u>N/P</u>	Melanie Leneghan
<u>yes</u>	Dr. Thomas Mitchell
<u>yes</u>	Shyra Eichhorn


Dr. Thomas Mitchell
Trustee


Shyra Eichhorn
Trustee


Fiscal Officer, Nancy Denutte

INTERGOVERNMENTAL COST-SHARING AGREEMENT

REGARDING THE JOINT REQUEST FOR BIDS BETWEEN GENOA TOWNSHIP, LIBERTY TOWNSHIP, AND ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO, FOR THE COLLECTION, TRANSFER, AND DISPOSAL OF SOLID WASTES BY AN INDEPENDENT CONTRACTOR

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 5th day of June, 2017 by and between the Genoa Township Board of Trustees, 5111 S. Old 3C Hwy., Westerville, Ohio 43082, the Liberty Township Board of Trustees, 10104 Brewster Lane, Suite 125, Powell, Ohio 43065, and the Orange Township Board of Trustees, 1680 E. Orange Rd., Lewis Center, Ohio 43035 (hereinafter referred to individually as "Party" or "Township", or collectively as the "Parties" or the "Townships").

Section 2 – Purpose

The Townships desire to jointly enter into a contract with an independent contractor to collect, transfer, and dispose of the solid waste, recyclable materials, and yard waste produced in the Townships ("Waste Collection") and desire to identify the lowest and best independent contractor by public bid pursuant to R.C. 505.27(A)(2)(a)(i). The Waste Collection services require a contract with a person, firm, partnership, association, or corporation qualified to provide waste collection services. The Townships are authorized to enter into such a contract pursuant to R.C. 505.27. The Townships have previously agreed to proceed with receiving bids for the Waste Collection according to the specifications provided for in the Joint Request for Bids package ("Joint RFB") between the Townships. Various costs are associated with the publication and collection of bids under the Joint RFB, including, but not limited to, advertising and printing expenses. This Agreement shall establish the terms and conditions under which the Townships will collectively share the burden of expenses associated with the Joint RFB.

Section 3 – Distribution of Expenses

The Townships shall issue the Joint RFB and, upon mutual agreement, enter into the contract with a person, firm, partnership, association, or corporation qualified to provide Waste Collection services for the Townships. The Townships agree that any and all costs associated with issuing and administering the Joint RFB, including publication costs, printing costs, and costs incurred in the collection of bids, shall be distributed equally among the Townships.

Section 4 – Reimbursement

In the event that any Party bears more than its individual share of expenses associated with issuing and administering the Joint RFB, the remaining Townships agree to reimburse the Party such that each Township will bear an equal share of the overall expenses. Each Township shall be responsible for the costs associated with its equal share of the responsibilities set forth in Section 3 of this Agreement. The Townships agree that any reimbursement shall occur no later than the adoption of the final contract for Waste Collection, or alternatively, no later than upon termination of this Agreement.

Section 5 – Records

The Parties agree that each shall maintain public records concerning the costs associated with issuing and administering the Joint RFB as provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until the final contract for Waste Collection is jointly entered into by the Townships, unless and until modified, superseded, or terminated in accordance with this Section, or unless the Townships at any time determine not to proceed with entering into a contract for Waste Collection. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Insurance and Liability

The Parties are all political subdivisions and lack authority to indemnify. Each Party agrees to be and shall be responsible for its own negligence, actions or inactions and/or the actions or inactions of its respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Agreement. Each Party agrees to be individually and solely responsible for, and shall release the other Party from, any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that it may incur as a result of its own negligence, actions or inactions and/or the actions or inactions of its respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GENOA TOWNSHIP BOARD OF TRUSTEES

Frank Dantonio, Trustee

Date

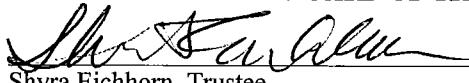
Karl R. Gebhardt, Trustee

Date

Connie M. Goodman, Trustee

Date

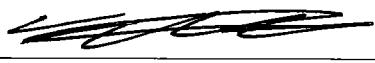
LIBERTY TOWNSHIP BOARD OF TRUSTEES

 6-5-17
Shyra Eichhorn, Trustee

Date

— not present —
Melanie Leneghan, Trustee

Date

 6-5-17
Tom Mitchell, Trustee

Date

ORANGE TOWNSHIP BOARD OF TRUSTEES

Lisa Knapp, Trustee

Date

Robert W. Quigley, Trustee

Date

Deborah Taranto, Trustee

Date

Approved as to form:

Carol Hamilton O'Brien
Delaware County Prosecuting Attorney