

**CAPITAL IMPROVEMENTS PROJECT
REIMBURSEMENT AGREEMENT
FOR
Steelwood Road Streetlight Installation**

This Reimbursement Agreement (the "Agreement") is made and entered into this 12th day of December, 2017, by and between the City of Columbus, State of Ohio, hereinafter designated the CITY, acting by and through its Director of Public Utilities, hereinafter designated the DIRECTOR, and the Franklin County Engineer's Office, County of Franklin, State of Ohio, hereinafter designated the COUNTY; and

WHEREAS, the CITY proposes to construct or to cause to be constructed the Public Infrastructure Improvements defined as a new overhead streetlight system on Steelwood Road and further known as the "Improvements;" and

WHEREAS, the COUNTY recognizes the benefit that the Improvements will have on its citizens and that it is in its best interests of the COUNTY to enter into a Reimbursement Agreement with the CITY to construct such Improvements.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree, as follows:

1. DEFINITIONS:

- A. "Contract Documents" shall mean collectively: a) this Agreement, including attachments/exhibits; and b) COUNTY resolution number including attachments/exhibits; and c) the approved plans and specifications for the Improvements.
- B. "Cost of Work" is defined as the total consideration paid to the CITY for the construction of the Improvements pursuant to Section 3 herein.
- C. "Maximum Cost" means \$58,512.50 paid by COUNTY to CITY for the Improvements, with the total not to exceed said amount, unless an appropriate modification of this agreement is entered into by the parties.
- D. "Improvements" means those construction improvements described in the Contract Documents, and specifically identified within Exhibit A.
- E. "Work" means the construction of the Improvements.

2. CONTRACT TERM: Commences upon the date of final execution of the contract and terminates upon completion of the Work.

3. GENERAL CONSIDERATIONS: In consideration of the promises of the COUNTY set forth herein, the CITY agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. In making the improvements, the CITY shall fully cooperate with the COUNTY and shall follow and comply with all reasonable requests and instructions of the COUNTY particularly dealing with the time, timing, and manner of doing the work and shall complete said improvements in accordance with approved plans. The CITY or its contractor(s) shall be responsible for complying with all other Federal State and Local laws, including but not limited to the Americans with Disabilities Act.

In communications with the CITY, the COUNTY shall respond in a timely manner, and County approvals will not be unreasonably conditioned, withheld, or delayed.

4. **PUBLIC USE:** The CITY and the COUNTY agree that all improvements reimbursed for under this contract shall be dedicated for public use.
5. **REIMBURSEMENT:** The COUNTY promises to reimburse the CITY for 100% of the COUNTY share of the costs associated with the design, construction, and inspection of the improvements described herein, up to a maximum amount of \$58,512.50 for the Improvements.

The CITY agrees that the reimbursement of Improvements will be limited to those items specifically delineated within Exhibit "A", unless changes are mutually agreed upon by the CITY and COUNTY.

A. **Payment by the County** – Upon receipt of an invoice from the CITY itemizing the actual costs of the Improvements, the COUNTY shall make a payment of 100% of the COUNTY share of the costs, as described in Exhibit A, associated with the construction of the improvements described herein, up to a maximum amount of \$58,512.50 to the City of Columbus for the Improvements as defined in this agreement.

6. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and the CITY, its contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
7. **EQUAL OPPORTUNITY CLAUSE:**
Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550-93.)
8. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

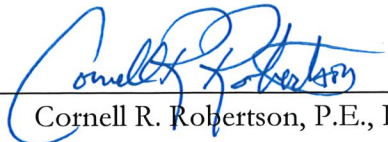
THE CITY OF COLUMBUS

By: _____

Title: Director of Public Utilities

Date: _____

FRANKLIN COUNTY

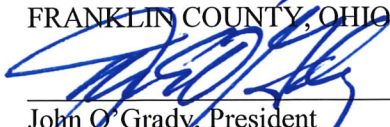
By: 
Cornell R. Robertson, P.E., P.S.

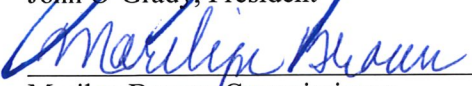
Title: Franklin County Engineer


Date 12/21/17

Fed. I.D. No.: 31-6400067

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO


John O'Grady, President


Marilyn Brown, Commissioner


Kevin L. Boyce, Commissioner

APPROVED AS TO FORM

RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

 28 Nov 17
Assistant Prosecuting Attorney

APPROVED AS TO FORM AND CORRECTNESS:

Richard C. Pfeiffer, Jr., City Attorney

AUDITOR'S CERTIFICATION:

EXHIBIT "A"

The Franklin County Engineer's Office shall be financially responsible for the cost of design, construction, and inspection of a new overhead streetlight system on Steelwood Road between Kenny Road and approximately 1113 feet west of Kenny Road.