

INTER-GOVERNMENTAL AGREEMENT
For the West Side Storm Sewer Improvements

This Agreement is made this _____ day of _____, 2022, by and between the City of Celina, Ohio located at 225 N. Main Street, Celina, Ohio 45822 hereinafter called "Celina", and the Board of County Commissioners, located at 220 West Livingston St., Room A201, Celina, Ohio 45822, hereinafter called "Mercer County" for storm sewer improvements on the west side of Celina.

WHEREAS, on March 11, 2021, the American Rescue Plan Act "Act" was signed into law by the President of the United States; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 authorized the Department of the Treasury to make payments to metropolitan cities, non-entitlement units of local government, and counties from the Coronavirus State and Local Fiscal Recovery Funds. Celina and Mercer County are among the recipients.

WHEREAS, Celina and Mercer County are agreeable to obligating and expending a portion of such funds to make West Side Storm Sewer Improvements. The infrastructure improvements are further described as the extension of a storm sewer from near the intersection of Meyer Road and S.R. 29 to a point just south of the southeast corner of the large woods on the Fairground property in West Jefferson Township (hereinafter called "Project"); and

WHEREAS, pursuant to the US Treasury guidelines, this Project is an eligible use for State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, both parties have the authority to enter into such cooperative intergovernmental agreements under the authority of Section 307.15 of the Ohio Revised Code and in accordance with the US Treasury guidelines;

NOW THEREFORE, in consideration of the premises and the mutual representations and obligations contained herein, the parties hereto agree to the following:

Section 1. FUNDING/RESPONSIBILITIES

a. Celina will contribute SLFRF in an amount proportionate to the amount of their benefit by the Project not to exceed an aggregate of \$500,000 (the maximum).

By December 31, 2022, Celina will undertake the completion of a Phase 1 Project that involves the installation of approximately 280' of storm sewer lines and one manhole located within the corporation limit. The cost of this portion (Phase 1) of the Project will be borne by Celina and applied to the aggregate maximum.

Upon the completion of Phase 1, Celina shall provide written documentation to Mercer County of the total cost paid.

b. Mercer County will undertake the completion of the infrastructure improvements defined hereinabove as Project. Mercer County shall be the responsible party for administering and otherwise managing all phases of the Project, including but not limited to, the provision of engineering, design, competitively bid, construction, fiscal, and record keeping.

c. SLFRF will be used by Celina and Mercer County to cover the construction cost of the Project. After

Mercer County has entered into a construction contract, Celina will be invoiced for their Project share pursuant to Section 1a. Upon receipt of said invoice, Celina shall transfer said share to Mercer County.

The SLFRF contributions by Celina will be maintained by Mercer County in a segregated account designated for the purpose of this Agreement. Mercer County shall be responsible for the remainder of the Project cost and shall appropriate their SLFRF contribution in the segregated account.

Section 2. OWNERSHIP/MAINTENANCE

Ownership and maintenance will be defined by the corporation limits. Mercer County shall continue to be the owner of the storm sewer lines in the unincorporated area. Specifically, the lines located north of Mud Pike to the north connection.

Celina shall continue to be the owner of the storm sewer lines within the corporation lime. Specifically, the storm sewer lines south of Mud Pike back to existing point on S.R. 29 that lies within the City of Celina.

Section 3. TERM

This Agreement shall commence when last executed by all parties and will automatically conclude upon the completion of the West Side Storm Improvements Project and all reports have been submitted and other requirements fulfilled pursuant to the US Treasury guidelines.

Section 4. LIMITATIONS REGARDING THE USE OF SLFRF

Mercer County shall not use the funds contributed by Celina for any purpose other than the West Side Storm Improvements. Mercer County ensures that all expenditures for said improvements will adhere to the guidelines set forth by the State and the US Treasury guidelines.

Section 5. RECORD RETENTION

Mercer County agrees to maintain and provide to Celina upon demand the following reports and records:

- a. Accounting and fiscal records adequate to allow the State of Ohio to audit and verify that the funds provided under this Agreement are used for the purpose(s) stated in this Agreement and in compliance with the US Treasury guidelines.
- b. Mercer County shall maintain all financial records and supporting documents related to the Agreement for a period of three years from the date of submission of the final expenditure report.

Section 6. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The parties stipulate to exclusive jurisdiction and venue being in the Mercer County Court of Common Pleas, and do further waive the right to initiate or remove any litigation arising out of this Agreement to another state or federal court.

Section 8. ENTIRE AGREEMENT. This Agreement sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 9. BINDING EFFECT. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment, their respective successors, and assigns.

In Witness Whereof, the said parties have hereunto set their hands and seals and have executed this agreement in duplicate the day and year first above written.

CITY OF CELINA

BOARD OF MERCER
COUNTY COMMISSIONERS (Owner)

By: _____

Printed Name: _____

Title: _____

Dated: _____

Dated: _____

Ordinance # _____

Resolution # _____

Approved as to Form:

Amy Ikerd, Asst. Prosecuting Attorney