

ORDINANCE NO. 19-3634

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE HAMILTON COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT TO PROVIDE FUNDING FOR  
PROJECT IDENTIFICATION NUMBER 107301,  
AND DECLARING AN EMERGENCY

WHEREAS, the Hamilton County Transportation Improvement District ("TID") and the Village of Silverton ("SILVERTON") wish to partner for the administration of \$200,000 of funding provided for the Montgomery Road Modernization Project more commonly referred to by its project identification number 107301; and

WHEREAS, the Village of Silverton has agreed to take on design for PID 107301; and

WHEREAS, the parties desire to enter into an agreement that will set forth the terms and policies governing the administration and provision of \$200,000 of TID funding for PID 107301.


NOW THEREFORE, BE IT RESOLVED by the Village Council of Silverton, that:

SECTION I. The Village Manager is hereby authorized to enter into an agreement, attached hereto as Exhibit A, with the Hamilton County TID setting forth the terms and of administering \$200,000 of funding.

SECTION II. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the Village of Silverton and its residents; the reason for the emergency being the need to implement the terms and conditions of the new agreement as soon as possible to provide for timely engineering of complex traffic safety improvements to be used by over 30,000 motorists everyday upon its completion. Therefore, this Ordinance shall take effect and be in force from and after its passage.


*PASSED this 21st day of November, 2019.*

ATTEST:

  
\_\_\_\_\_  
John A. Smith, Mayor

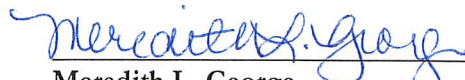
  
\_\_\_\_\_  
Thomas M. Carroll, Village Manager

*Approved as to form:*

  
\_\_\_\_\_  
Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 19-3634 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing NOV 22, 2019.

  
\_\_\_\_\_  
Meredith L. George  
Clerk of Council of Silverton, Ohio

**INTERGOVERNMENTAL  
AGREEMENT  
2019-02**

By and Between

VILLAGE OF SILVERTON, OHIO

And

THE HAMILTON COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT

[Project Design Work Phase]

Dated as of November 15, 2019

## INTERGOVERNMENTAL AGREEMENT 2019-02

This Intergovernmental Agreement 2019-02 (this "Agreement") is made and entered into effective as of November 15, 2019 (the "Effective Date"), by and between the VILLAGE OF SILVERTON, a municipal corporation duly organized and validly existing under the Constitution, its Charter and the laws of the State of Ohio ("SILVERTON"), acting through its Council (the "Council"), and the HAMILTON COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district created pursuant to ORC Chapter 5540 (the "HCTID").

### Recitals:

A. The HCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.

B. These projects, as contemplated by ORC Chapter 5540, include major transportation and infrastructure improvement projects that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and public-private partnership opportunities to advance the projects in an innovative, efficient and cost effective manner.

C. These projects undertaken by the HCTID, pursuant to ORC Chapter 5540, are essential governmental functions and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Hamilton County, Ohio (the "County"), and various political subdivisions therein, including, but not limited to, SILVERTON, and of the State of Ohio (the "State") and are essential governmental functions;

D. The exercise by the HCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County, SILVERTON and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County, and certain political subdivisions therein, including, but not limited to, SILVERTON, and the State.

E. The HCTID is continually striving to further develop, revisit and refine its efforts, goals and functions, as it continues to serve as an active force to support, facilitate and effectuate transportation improvements, initiatives and policy, coordinated and integrated with economic development efforts, through a collaborative effort on behalf of the County and other local jurisdictions within the County, including, but not limited to, SILVERTON, and, as appropriate, in coordination and collaboration with the Ohio Kentucky Indiana Council of Governments or "OKI" (hereinafter defined), the State of Ohio/Ohio Department Of Transportation or "ODOT" (hereinafter defined), federal agencies and the congressional delegation.

F. In this regard, the HCTID and SILVERTON intend to coordinate and collaborate, as appropriate, relating to certain transportation and infrastructure project development, implementation and funding, involving a joint project between the HCTID and SILVERTON

respectively referred to or known as the *Montgomery Road Modernization Project (Ham US 22/SR3-9.66 Silverton Signals; PID No. 107301*, designed to upgrade and improve the traffic control system along the Montgomery Road corridor and to improve access to Silverton's downtown and to I-71 at Stewart Road Interchange, as further set forth and described, and as further designed, on project plans and documents on file with SILVERTON, ODOT, the HCTID and OKI (referred to hereafter as the "Project" and as hereinafter defined), and which Project furthers transportation improvements and community and economic development objectives supported by the HCTID and SILVERTON.

G. SILVERTON, as the Local Public Agency or "LPA" (hereinafter defined), and the HCTID, in collaboration with ODOT, are working in concert to advance the design phase of the Project. The total Project Costs are currently estimated to be in an amount of \$2,144,912.00, with secured and targeted funding for Project Costs as set forth and described in in the LPA Agreement and documents on file with ODOT, the HCTID and Silverton. As for securing the total Project Costs, including any local cost share match, ultimately required for the Project Work, that will be the primary and sole responsibility of SILVERTON but the HCTID will provide an allocation of HCTID HB62 State Fiscal Year 2020 ("FY20") Funding awarded by ODOT to the HCTID for providing partial funding of the costs of the Design Work (hereinafter defined), through and in coordination with ODOT, on a reimbursement basis and as further provided for herein.

H. SILVERTON and HCTID, in coordination and collaboration with the Hamilton County Engineer's Office or "HCEO," (hereinafter defined), are jointly administering the Design Work, and sharing joint project management responsibilities for the Design Work phase as well as the related oversight and review relating to this Design Work, pursuant to this Agreement, which is partially funded through the HCTID's HB62 FY20 funding in the amount of \$200,000.00, as referenced and included in LPA Agreement No. 32944, as revised, at Section 3.1. b., between SILVERTON and ODOT.

I. The HCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and SILVERTON is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to SILVERTON and not otherwise appropriated to pay costs incurred by the HCTID in the exercise of its functions under ORC Chapter 5540.;

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements in this Agreement, SILVERTON and the HCTID acknowledge and agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

### *Article I Definitions; Construction*

**Section 1.01. Definitions.** As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"*Agreement*" means this Intergovernmental Agreement, as the same may be amended

from time to time.

"*Business Day*" means any day other than a Saturday, Sunday, or legal holiday.

"*Council*" means the Village Council of SILVERTON.

"*County*" means the County of Hamilton, a county and political subdivision of the State.

"*Day*" means a calendar day, unless specifically designated as a Business Day.

"*Design Work*" means the Project work required to design Phase II of the Project in accordance with ODOT LPA requirements and regulations related thereto and for federally funded projects, in coordination with ODOT and HCTID, which is subject to and in compliance with all applicable contract terms and conditions and regulations as required by ODOT within the LPA program for federally funded projects and that is being administered jointly with the HCTID to extent set forth herein.

"*Effective Date*" has the meaning given to such term in the introductory paragraph of this Agreement.

"*HCTID HB 62 FY20 Funding*" means grant funding specifically allocated, as of July 2019, to the HCTID by ODOT, in the amount of \$200,000.00 for eligible Project Costs, to wit: the Design Work, and for use, on a reimbursement basis, in FY20 per this Agreement and LPA Agreement No. 32944, on file with ODOT and related ODOT instruction to the HCTID and SILVERTON.

"*LPA*" means "Local Public Agency," as that term is defined and applied with respect to the ODOT LPA Program for Federal Local-let projects, and SILVERTON is to act as the designated LPA for the Project, pursuant to the ODOT LPA program and per LPA Agreement No. 32944, as revised, and related LPA documents authorized and entered into between CITY with ODOT.

"*ODOT*" means the Ohio Department of Transportation, an agency of the State and including its Office of Jobs and Commerce, specifically in relation to the HCTID HB 62 FY20 Funding.

"*OKI*" means the Ohio Kentucky Indiana Regional Council of Governments, the designated Metropolitan Planning Organization (MPO) responsible for transportation planning in the eight-county (Butler, Clermont, Hamilton, Warren, Boone, Campbell, Kenton, and Dearborn) three-state (Ohio, Kentucky, Indiana) region.

"*ORC*" means the Ohio Revised Code, as the same may be amended from time to time.

"*Party*" means, individually, either SILVERTON or the HCTID; and "Parties" means, collectively, SILVERTON and the HCTID.

"*Project*" means the *Montgomery Road Modernization Project (Ham US 22/SR3-9.66 Silverton Signals; PID No. 107301* which has the meaning given to such term in Recital

F. and as further described and set forth in project documents on file with SILVERTON, ODOT and the HCTID, and the authorized Project Work defined herein.

*“Project Costs”* means for purposes of this Agreement the costs required to complete the Project Work, including, but not limited to, for the Design Work, as agreed upon here by the Parties, and further the cost of the Design Work is partially payable from the HCTID HB 62 FY20 Funding allocation in an amount not to exceed \$200,000.00, subject to approval by ODOT, and as further discussed herein.

*“Project Cost Item” or “Project Cost Items”* means the eligible activities, services and/or work items performed to complete the Design Work and for which costs are incurred and approved by SILVERTON and the HCTID, to be paid for by SILVERTON Pledged Amount and HB 62 FY20 Funding facilitated by the HCTID, as further set forth herein, or other eligible costs for Project Work as agreed to by the Parties and ODOT.

*“Project Funding”* means sources of funding for paying the required costs to complete the Project, including but not limited to SILVERTON Pledged Amount, and any other funding pledged, acquired or debt incurred by SILVERTON and/or the HCTID, including, but not limited to, the CMAQ funding awarded to SILVERTON through OKI and the HCTID HB 62 FY20 Funding, to finance the Project Work, including the Design Work, as may otherwise be agreed upon and authorized by the Parties, and the related Project Cost.

*“Project Work”* means the Project activities, services, acquisition and/or work items for completing the Project, through construction, including, but not limited to, the Design Work.

*“State”* means the State of Ohio.

*“SILVERTON Pledged Amount”* means SILVERTON’s funding commitment to the HCTID, in the amount of \$200,000.00, to advance the payment of required and appropriate costs and expenses incurred for eligible Design Work to be reimbursed from the HCTID HB 62 FY20 Funding, as determined/approved by ODOT. SILVERTON acknowledges and agrees that it will be responsible for procuring any additional funding for the Project Costs, such as for Project local cost share match, in a total estimated amount of \$428,983.00, to access the CMAQ funding or otherwise, as required to advance the Project Work up to and through construction, subject to appropriate or required actions by Council and in its role as the LPA for the Project.

*“CMAQ Funding”* means the federal Congestion Mitigation Air Quality ( CMAQ) funding, applied for by SILVERTON through OKI, in the amount of \$1,715,929.00, to be applied for a portion of the Project Costs, specifically as required for construction, and subject to local match cost share requirements to be provided for by SILVERTON.

*“Term”* has the meaning given to such term in Section 4.01.

*“Trustees”* means the Board of Trustees of the HCTID.

**Section 1.02. References to Parties.** Any reference in this Agreement to SILVERTON or Council, the Trustees or the HCTID, or to any officers of SILVERTON or the HCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

**Section 1.03. Statutory References.** Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of SILVERTON or the HCTID under this Agreement.

**Section 1.04. Adverbs; Other References.** Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

**Section 1.05. Number and Gender.** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

**Section 1.06. Captions.** The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

**Section 1.07. Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

**Section 1.08. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **Article II Scope of Agreement**

*Section 2.01. Cooperation and Consent.* The HCTID and SILVERTON have acknowledged and agreed that it is essential to the welfare of the people of the County and SILVERTON, that the Parties cooperate to the greatest extent practical in the funding and advancement of the development of the Project which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and SILVERTON.

*Section 2.02. General Agreement Regarding Funding.* The Parties acknowledge and agree as follows:

- (a) SILVERTON and the HCTID explicitly acknowledge and agree:
  - i) to act as co-administrators and managers of the Project, in overseeing the performance of the Design Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the HCTID, HCEO and, as appropriate, ODOT and as provided for herein.
  - ii) to take such action and provide the necessary funding, including SILVERTON Pledged Amount and HCTID HB 62 FY20 Funding, and as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Design Work, as committed herein.
  - iii) to arrange, in coordination and cooperation with the HCEO, for a schedule of Project work sessions to, to be held on a bi-weekly basis or as the Parties otherwise determine is appropriate and necessary, so as to coordinate and review the progress of the Design Work and related Project issues by and among the HCTID and SILVERTON, and any other parties SILVERTON and the HCTID deem appropriate. The HCTID, with assistance of the HCEO, shall provide input and advice regarding the Design. SILVERTON and the HCTID shall, at such appropriate times, conduct concurrent reviews through its designated Project representatives of any related eligible consultant or contractor invoices to be submitted for reimbursement from the HCTID HB 62 FY20 Funding as determined and approved by ODOT. The Parties acknowledge and agree that any modifications that they may request or believe appropriate to the Design Work, requiring additional funding and work by an appropriate consultant or contractor, and thus related changes to any related consultant or contractor agreement with SILVERTON, shall be approved and authorized, in writing, by SILVERTON, ODOT, as appropriate, and the HCTID prior to any such changes or additional work or cost under such agreement and authorization for an appropriate consultant or contractor to proceed.
- (b) SILVERTON explicitly agrees to provide to the HCTID, in a timely fashion, but not more than 30 days from date of payment following review under 2.02 (a), paid invoices for Design Work costs including eligible consultant or contractor services provided to SILVERTON for Design Work and proof of payment by SILVERTON of such invoices. In the event the HCTID does not receive



sufficient information from SILVERTON to seek HCTID HB 62 FY20 Funding reimbursement from ODOT, the HCTID will notify SILVERTON in writing, by both facsimile transmission and via electronic mail, that it has not received the requisite information and SILVERTON will provide such information as reasonably required within 7 business days, so as to facilitate and not unduly delay the reimbursement payment process.

- (c) The HCTID explicitly agrees to provide SILVERTON with the HCTID HB 62 FY20 Funding specifically allocated to and as received by the HCTID from ODOT for reimbursement of approved and eligible costs incurred in performance of the Design Work, in a total amount not to exceed \$200,000.00, pursuant to and in accordance with the HB 62 FY20 Funding Agreement and subject to approval by ODOT and the actual receipt by the HCTID of the payments from ODOT. The HCTID shall direct said reimbursement payments to such account as instructed, in writing, by SILVERTON. SILVERTON shall provide the HCTID with such instructions within 15 business days of the execution of this Agreement.
- (d) SILVERTON and the Council explicitly acknowledge and agree:
  - i) to act as co-administrators and managers of the Project with the HCTID, in overseeing the performance of the Design Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the HCTID, HCEO and, as appropriate, ODOT and as provided for herein.
  - ii) to take such action and provide the necessary funding, including SILVERTON Pledged Amount or as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Project Work, as committed herein.
- (e) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

***Section 2.03. Relationship of the Parties.***

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, SILVERTON or the HCTID is and shall at all times be an independent Consultant, free and clear of any dominion or control by the other Party, except as specifically provided herein. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident

to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either SILVERTON or the HCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

**Section 2.04. Extent of Covenants; No Personal Liability.** All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither SILVERTON or any member of the Council or the HCTID or any member of the HCTID Board of Trustees, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

**Section 2.05. Liability of the Parties.** Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

**Section 2.06. No Third Party Beneficiary.** Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

### **Article III Representations and Further Agreements**

**Section 3.01. Representations of the HCTID.** To induce SILVERTON to enter into this Agreement, the HCTID represents to SILVERTON as follows:

- (a) it is duly constituted and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the HCTID and the Trustees; and this Agreement, when executed and delivered by the HCTID, will constitute a legal, valid, and binding obligation of the HCTID; and
- (c) the execution, delivery, and performance of this Agreement do not, and will not,

(1) violate any provision of law applicable to the HCTID or (2) result in a default under any agreement or instrument to which the HCTID is a party or by which it is bound.

**Section 3.02. Representations of SILVERTON.** To induce the HCTID to enter into this Agreement, the Council represents to the HCTID as follows:

- (a) it is the duly constituted and duly elected governing body of SILVERTON under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of SILVERTON; and this Agreement, when executed and delivered by the Council, will constitute a legal, valid, and binding obligation of SILVERTON;
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to SILVERTON or (2) result in a default under any agreement or instrument to which either the Council or SILVERTON is a party or by which either the Council or SILVERTON is bound; and

**Section 3.03. Assignment.** No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

**Section 3.04. Amendment; Waiver.** This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

#### **Article IV Term; Remedies**

**Section 4.01. Term.** This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after October 31, 2019 to and including September 30, 2020 (the "Term").

**Section 4.02. Termination.** So long as any amount of the Design Work is outstanding and unpaid, this Agreement shall not be terminated. If no Design Work is outstanding or the HB62 FY20 Funding has been expended towards supplemental payment of eligible Project Costs and related requirements have been met, this Agreement may terminate, prior to the expiration of

the Term, upon the mutual agreement of the Parties to terminate this Agreement.

#### *Article V Miscellaneous*

**Section 5.01. Time is of the Essence.** Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

#### **Section 5.02. Notices.**

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

- (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
- (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
- (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the HCTID pursuant to this Agreement shall be sent to the HCTID at the following address:

The Hamilton County Transportation Improvement District  
Attn: Theodore Hubbard, P.E. /P.S., Secretary/Treasurer  
10480 Burlington Road  
Cincinnati, Ohio 4523  
Phone: (513) 946-8903  
Facsimile: (513) 946-8903  
Electronic Mail: ted.hubbard@hamilton-co.org

(c) All notices to be given to SILVERTON pursuant to this Agreement shall be sent to the Village at the following address:

Village of Silverton  
Attn: Tom Carroll, Village Manager  
6943 Montgomery Road

Silverton, OH 45236  
Phone: (513) 792-6560  
Facsimile: (513) 792-6560  
Electronic Mail: [t.carroll@silvertonohio.us](mailto:t.carroll@silvertonohio.us)

- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

**Section 5.03. Governing Law; Jurisdiction 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.

**Section 5.04. Entire Agreement.** This Agreement (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) 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 and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

**Section 5.05. 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 set forth herein, their respective administrators, successors, and assigns.

**Section 5.06. Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

**IN WITNESS WHEREOF**, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

**CITY:**

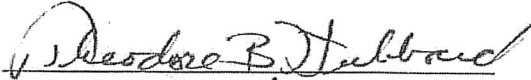
**THE VILLAGE OF SILVERTON,  
HAMILTON COUNTY, OHIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**HCTID:**

**THE HAMILTON COUNTY  
TRANSPORTATION  
IMPROVEMENT DISTRICT**

By:   
Secretary-Treasurer

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, the Fiscal Officer of Village of Silverton, Hamilton County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Village of Silverton for the year 2019 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of Village of Silverton or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer of the Village of Silverton covenants that any requirement herein of an expenditure of the Village of Silverton money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

\_\_\_\_\_, Fiscal Officer  
CITY OF SILVERTON, OHIO

