



## DEVELOPMENT SERVICES

## COMMUNITY DEVELOPMENT

### THE JOB CENTER

1111 S. Edwin C. Moses Blvd.  
Dayton, Ohio 45422

### ADMINISTRATION BUILDING

451 W. Third Street  
Dayton, OH 45422

[www.selectmcoho.com](http://www.selectmcoho.com)

[www.mcoho.org](http://www.mcoho.org)

### COUNTY COMMISSIONERS

Judy Dodge  
Dan Foley  
Deborah A. Lieberman

### COUNTY ADMINISTRATOR

Joseph P. Tuss

### ASSISTANT COUNTY ADMINISTRATOR

Michael Colbert

March 27, 2018

Quincy Pope  
City Manager  
City of Trotwood  
3035 Olive Road  
Trotwood, OH 45426

**SUBJECT: Intergovernmental Agreement between Montgomery County and the City of Trotwood for former Salem Mall Site Clearance**

Dear Mr. Pope:

Please find attached an intergovernmental agreement for site clearance at the former Salem Mall site. It seemed in the best interest of both parties to lay out the terms and/or activities that each jurisdiction is responsible for, and get it ratified by both parties.

City of Trotwood responsibilities include:

- The City has hired a consultant to determine potential site contaminants.
- The City has hired a consultant to prepare bid specifications.
- The City has clearly determined the scope of the project.
- The City will provide assurance to the County that the work scope has been completed prior to final payment to Contractor.

Montgomery County responsibilities include:

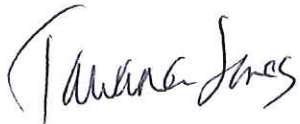
- Montgomery County will hire an engineering consultant for construction oversight
- Montgomery County will hire contractors to remediate any know contaminants on-site
- Montgomery County will hire demolition contractors to have the site cleared and prepared for redevelopment.
- Montgomery County will consult with the City to ensure that project scope has been completed.

Please submit the signed agreement to my attention, either by mail or hand delivery, to:

Tawana Jones  
CED Operations Manager  
Montgomery County Development Services-CED  
County Administration Building  
P.O. Box 972  
451 W. Third Street, 10<sup>th</sup> Floor  
Dayton, Ohio 45422-1090

If you have any questions or concerns, please contact me at 225-5704 or via email at [jonest@mcoho.org](mailto:jonest@mcoho.org).

Sincerely,

A handwritten signature in black ink that reads "Tawana Jones". The signature is written in a cursive, flowing style.

Tawana Jones, Operations Manager  
Montgomery County Development Services-CED

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the Board of County Commissioners of Montgomery County, Ohio (hereinafter referred to as the "COUNTY") and the CITY OF TROTWOOD, Ohio, (hereinafter referred to as the "CITY").

### WITNESSETH THAT:

WHEREAS, the COUNTY is working in partnership with the CITY OF TROTWOOD to complete the SITE CLEARANCE AND DEMOLITION PROJECT at the site of the former Salem Mall (the "PROJECT"); and

WHEREAS, the CITY has contracted with Jones-Warner Consultants, Inc. a private consultant to identify a target area and scope of work for clearance and demolition activities; and

WHEREAS, the PROJECT will result in opportunities for future redevelopment; and

WHEREAS, the CITY has requested and the COUNTY has agreed, subject to the terms and conditions of this Agreement, to provide funding and assistance with the implementation of the PROJECT;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the CITY and the COUNTY agree as follows:

**ARTICLE 1. Scope of Work.** The COUNTY will procure the contractor(s) necessary to complete the SITE CLEARANCE AND DEMOLITION PROJECT at the Salem Mall site identified by Jones-Warner Consultants, Inc. The COUNTY will procure any supplemental professional engineering or architectural services required to successfully implement the PROJECT. The COUNTY will ensure appropriate transport and disposal of material removed from the site.

**ARTICLE 2. Payment.** The COUNTY shall provide funding assistance in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to support the PROJECT. The COUNTY shall pay the selected contractor(s) the full amount of the funding assistance upon delivery to the COUNTY of invoices and documentation deemed appropriate by the COUNTY. The COUNTY will consult with the CITY to ensure the PROJECT scope of work complete prior to issuance of final payment.

**ARTICLE 3. Term and Termination.** This Agreement shall commence on the date of execution by the parties and shall terminate on DECEMBER 31, 2018, unless earlier terminated. The parties may mutually agree to terminate this Agreement, with termination effective on the date set forth in a writing executed by duly authorized representatives of the parties.

**ARTICLE 4. Notices and Demands.** Any notice, demand, or other communication under the Agreement by one party to the other parties shall be sufficiently given or delivered, if it is dispatched by certified mail, postage prepaid, return receipt requested or delivered personally, and

(a) in the case of the COUNTY, is addressed to:

Erik Collins, CED Director  
Montgomery County Administration Building  
P.O. Box 972  
451 West Third Street  
Dayton, OH 45422

(b) in the case of the CITY, is addressed to:

Quincy Pope, City Manager  
City of Trotwood  
3035 Olive Rd.  
Trotwood, OH 45426

**ARTICLE 5. Amendment.** The parties may amend or modify this Agreement, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, executed by a duly authorized representative of each party to this Agreement, and if required or applicable, approved by the Commission of the CITY OF TROTWOOD and the Board of County Commissioners for the COUNTY.

**ARTICLE 6. Entire Agreement/Integration.** This Agreement represents the entire and integrated Agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 7. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement did not contain this particular portion or provision.

**ARTICLE 8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

**ARTICLE 9. Equal Employment Opportunity/Non-Discrimination.** The CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

**ARTICLE 10. Continuing Obligations.** The herein parties agree that the terms and conditions of Article 2 shall continue in force until the entire PROJECT is complete, even if the rest of the herein Agreement comes to an end by the term time set forth in Article 3.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the CITY and the COUNTY, each by a duly authorized representative, have executed this Agreement as of the day and date set forth below.

**Witnessed By:**

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

OR

\_\_\_\_\_

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

Joseph P. Tuss,  
County Administrator

Date: \_\_\_\_\_, 2018

**APPROVED AS TO FORM:**

MATHIAS H. HECK, JR.

Prosecuting Attorney

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

Date: \_\_\_\_\_, 2018

**Witnessed by:**

**CITY OF TROTWOOD, OHIO**

\_\_\_\_\_

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_, 2018

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**CITY ATTORNEY**

Date: \_\_\_\_\_, 2018