

**EMERGENCY RESOLUTION NO. 76-2014**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE CITY OF HAMILTON FOR THE PURCHASE OF ROAD SALT AND DECLARING AN EMERGENCY.

WHEREAS, due to the limited amount of road salt available through the cooperative bidding, the City of Hamilton has agreed to allow the City of Monroe to purchase road salt.

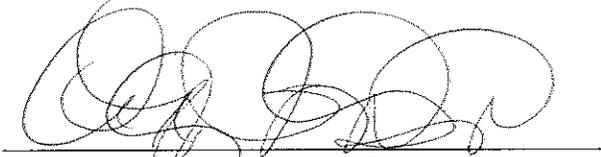
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the City of Hamilton for the purchase of road salt pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to secure sufficient amount of road salt for the upcoming winter season. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: November 11, 2014

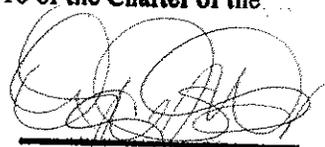
ATTEST:

  
\_\_\_\_\_  
Clerk of Council

APPROVED:

  
\_\_\_\_\_  
Mayor

I, the undersigned Clerk of Council of the City of Monroe, Ohio, hereby certify that the foregoing (ordinance or resolution) was published as Required by Section 7.16 of the Charter of the City of Monroe.

  
\_\_\_\_\_  
Clerk of Council  
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

# INTERGOVERNMENTAL AGREEMENT

## BETWEEN THE CITY OF HAMILTON, OHIO AND CITY OF MONROE, OHIO FOR THE PURCHASE OF ROAD SALT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Hamilton, an Ohio municipal corporation (hereinafter "Hamilton"), and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter "Monroe"), (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement:

WHEREAS, Hamilton annually purchases road salt for de-icing operations;

WHEREAS, Hamilton desires to assist Monroe by allowing them to purchase road salt;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Hamilton will offer for sale to Monroe road salt for Monroe's de-icing operations during the 2014-2015 winter season. The 2014-2015 winter season is defined to begin on December 1, 2014 and end March 31, 2015.
3. Initial amount of road salt anticipated to be sold to and hauled by Monroe is 1,000 tons prior to March 31, 2015.
4. Conditioned on the severity of the 2014-2015 winter season, Hamilton's anticipated consumption of road salt, and the availability of road salt from Hamilton's supplier, Hamilton may offer for sale to Monroe an additional amount of road salt up to 500 tons beginning January 2015.
5. Designated personnel of Monroe will be able to access the Hamilton Garage, 2210 S. Erie Blvd., Hamilton, OH 45011 during normal working hours 7:00 am to 3:00 pm Monday through Friday unless other mutually acceptable arrangements are made.
6. Monroe will provide the appropriate trucks necessary to receive and haul road salt from Hamilton Garage.
7. Hamilton will charge Monroe the actual purchase price paid by Hamilton for the road salt plus \$2.00 per ton for loading into Monroe's trucks.
8. For the initial purchase of road salt, Monroe shall issue a purchase order to Hamilton in the amount of \$91.04/ton (Hamilton's purchase price of \$89.04 plus \$2/ton loading x 1,000 tons). Hamilton will invoice Monroe for the initial 1,000

tons with a net fifteen days payment term. Monroe shall pay for the purchase of road salt upfront so Hamilton can then purchase the road salt from its supplier.

9. Hamilton assumes no responsibility or liability for loss or damage due to delay or inability to deliver, including, but not limited to, Hamilton's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Hamilton. Under no circumstances shall Hamilton be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to provide road salt.
10. Hamilton shall not be responsible for any losses or damages sustained by the Monroe or any other person as a result of improper application or misapplication of the road salt. Monroe shall defend, indemnify and hold harmless Hamilton and its elected officials and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Monroe's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, application, or use of the road salt by Monroe, whether caused by the concurrent and/or contributory negligence of Monroe, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.
11. Hamilton expressly reserves the right to cancel without penalty this Agreement with thirty (30) days written notice.
12. The rights and obligations under this Agreement are not assignable by Monroe unless in writing and approved by Hamilton.
13. HAMILTON DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE ROCK SALT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HAMILTON BE LIABLE TO MONROE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE.
14. All notices, requests and other communications under this Agreement shall be in writing and addressed to the following:
  - a. City of Hamilton Representative:  
345 High Street  
Hamilton, Ohio 45011  
Attn: Richard A. Engle, P.E.  
Director of Public Works  
(513) 785-7273
  - b. City of Monroe Representative:  
233 South Main Street  
Monroe, Ohio 45050  
Attn: Dan Arthur, P.E.

Director of Public Works  
(513) 727-8953

15. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio applicable to intergovernmental agreements made and contracts made and to be formed in Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective on this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City of Hamilton, Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Monroe, Ohio

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Letitia Block  
Acting Director of Law  
City of Hamilton, Ohio

\_\_\_\_\_  
Date