

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE REPAIR AND RESURFACING OF MORSE ROAD IN THE**  
**CITY OF GAHANNA, THE CITY OF NEW ALBANY, AND JEFFERSON AND PLAIN TOWNSHIPS**

This Intergovernmental Agreement for the repair and resurfacing of Morse Road in the City of Gahanna, City of New Albany, and Jefferson and Plain Townships ("Agreement") is entered into by and between the City of Gahanna, the City of New Albany, and the Franklin County Engineer ("Franklin County"), collectively the Parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, Section 9.482 of the Ohio Revised Code permits a political subdivision to enter into an agreement with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render; and

WHEREAS, this agreement is contingent upon the pending annexation of certain property from the City of Columbus to the City of New Albany; which is estimated to be completed during the first quarter of 2025; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a regional approach to the provision of certain services will be considered when the means for such cooperative efforts are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, the City of Gahanna, the City of New Albany, and the Franklin County Engineer have identified a need to repair and resurface Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 525' west of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A; and

WHEREAS, Franklin County is willing to include the repair and resurfacing of Morse Road in its annual County Resurfacing Program; and

WHEREAS, the parties are ready, willing, and able to contract on the terms and conditions hereinafter set forth, to provide for the traffic control installation and upgrades, and to provide for the payment of repair and resurfacing of Morse Road; and

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Franklin County shall include Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 600' west of the centerline of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A, in its annual County Resurfacing Program.
2. The parties agree that the total estimated cost for the work to be performed totals \$600,000. Upon completion of the work, the City of Gahanna and the City of New Albany shall pay to Franklin County an amount equal to one third (1/3) the actual cost of the work performed, estimated to be \$200,000 per agency, within thirty (30) days after receipt of an invoice from

Franklin County. The City of Gahanna, the City of New Albany, and Franklin County shall be responsible for the maintenance of the roadway within their respective jurisdictions after the repair and resurfacing is completed.

3. All work provided, and all payments required under this Agreement shall be completed on or before October 31, 2025.
4. The Parties are political subdivisions and are entitled to all the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
5. This Agreement does not in any way limit any power or function of either Franklin County, the City of Gahanna, or the City of New Albany with respect to any such functions being performed under this Agreement by the other political subdivision.
6. For employment relationship purposes, any provider of services shall be an employee of the political subdivision for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the other political subdivision and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.
7. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.
8. The effective date of this Agreement shall be the latest date signed below and terminate upon the City of Gahanna's and City of New Albany's final payment to Franklin County; provided, however, that either party may terminate this Agreement upon 30 days' advance written notice to the other party. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided.
9. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.
10. The Party receiving services shall provide a Certificate of Funds or Purchase Order signed by that political subdivision's fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.
11. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that

purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Franklin County Engineer's Office:

Franklin County Engineer's Office  
c/o Chief Deputy of Engineering  
970 Dublin Road  
Columbus, Ohio 43215

If to the City of Gahanna:

City of Gahanna  
Mayor's Office  
200 Hamilton Road  
Gahanna, Ohio 43230

If to the City of New Albany:

City of New Albany  
City Manager  
99 West Main Street  
New Albany, Ohio 43054

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

Witness: Wm J. Pritchard  
Date: 11/05/2024

**FRANKLIN COUNTY**

By: Brad Foster  
Brad Foster, P.E., P.S.  
Franklin County Engineer

**CITY OF GAHANNA**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**CITY OF NEW ALBANY**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

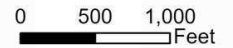
By: \_\_\_\_\_

**Exhibit A - Morse Rd  
2025 Resurfacing Limits  
Map from US-62  
(Johnstown Rd) to  
Reynoldsburg-New  
Albany Rd.**

**Legend**

- Annexations  
AnnexationFabric  
Township  
 Columbus  
 Gahanna  
 New Albany

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained or this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin County Auditor's GIS Department of any discrepancies.



The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1988 (when displayed).



**Franklin County  
Engineer's Office**

**Brad Foster, P.E., P.S.**

Map Produced May 1, 2024

