

ODOT AGREEMENT NO. 37974

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND OLMSTED TOWNSHIP, OHIO
FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as "ODOT" and Olmsted Township in Cuyahoga County (hereinafter referred to as "TOWNSHIP"), acting by and through the Township Trustees, 26900 Cook Road, Olmsted Township, Ohio and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and TOWNSHIP in an efficient manner that the TOWNSHIP perform snow removal and ice control on State Route 252.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT grants the TOWNSHIP the right to use and occupy the right-of-way in and abutting the section of State Route 252 from the south Olmsted Township corporation line (MM 2.3) to the north Olmsted Township corporation line (MM 3.6) for 1.3 miles for the purposes of performing snow and ice removal and control operations.
- 1.2 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the TOWNSHIP's removal of snow and ice and/or application of any snow and ice control material.

2. OBLIGATIONS OF THE TOWNSHIP

- 2.1 The TOWNSHIP shall perform snow and ice removal and use of snow and ice control material State Route 252 from the south Olmsted Township corporation line (MM 2.3) to the north Olmsted Township corporation line (MM 3.6) for 1.3 miles (totaling 2.6 lane miles) in a manner compliant with Ohio Revised Code sections 4511.04 and 4513.18.

3. REIMBURSEMENT

- 3.1 ODOT shall reimburse the TOWNSHIP's actual current year cost of snow and ice removal and use of snow and ice control material based upon the ratio of lane miles of State Highway segments maintained by TOWNSHIP under this Agreement to the total lane miles maintained by TOWNSHIP. Reimbursement under this Agreement shall not exceed \$10,500.00.
- 3.2 TOWNSHIP shall invoice ODOT for reimbursement of cost incurred using the number of lane miles shown on the approved inventory at the beginning of each billing period. Reimbursement shall be made within thirty (30) days of receipt of invoice.
- 3.3 This reimbursement shall constitute full compensation to TOWNSHIP for furnishing all labor, equipment, and materials necessary to perform snow and ice removal and control on the specified portions of the State Highway system within the limits set forth in this Agreement.
- 3.4 Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties and obligations described under this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

4. INSPECTIONS

- 4.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall commence on the date of last signature below and shall expire June 30, 2023.
- 5.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

6. GENERAL PROVISIONS

- 6.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 6.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such

changes. Should ODOT and TOWNSHIP consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- 6.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 6.4 The State of Ohio and ODOT are self-insured.
- 6.5 The TOWNSHIP shall be responsible for liability associated with the TOWNSHIP's own errors, actions, or failures to act.
- 6.6 If TOWNSHIP breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 6.7 ODOT and TOWNSHIP agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the TOWNSHIP shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 6.8 Ohio Ethics Law: TOWNSHIP and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 6.9 In carrying out this Agreement the parties shall comply with all applicable federal, state and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 6.10 In no case shall TOWNSHIP or any of its personnel be considered agents, servants or employees of ODOT or the State of Ohio. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

7. NOTICE

- 7.1 Notices under this agreement shall be directed as follows:

Olmsted Township
26900 Cook Road
Olmsted Township, OH 44138

Ohio Department of Transportation
District 12
5500 Transportation Blvd.
Garfield Heights, OH 44125

Attn. Township Trustees

Attn. District Deputy Director

8. SIGNATURES

- 8.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 8.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(the remainder of this page is left blank intentionally)

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

STATE OF OHIO

Department of Transportation

By: Jack Marchbanks
Jack R. Marchbanks, Director

Date: 8/15/22

OLMSTED TOWNSHIP

By: Lisa J. Zver
Printed Name: Lisa J. Zver

Title: Trustee

Date: 8/10/2022

By: Kiley A. Altman
Printed Name: Kiley A. Altman

Title: Trustee

Date: 8/10/2022

By: Jeanene M. Kress
Printed Name: JEANEENE M. KRESS

Title: TRUSTEE

Date: 08/10/2022