

First Reading: September 3, 2024
Second Reading: dispensed

RESOLUTION 2024 - 099

A RESOLUTION APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF MADEIRA, OHIO, AND THE BOARD OF TOWNSHIP TRUSTEES OF SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO FOR THE INSTALLATION OF A TRAFFIC SIGNAL PREEMPTION SYSTEM IN SYCAMORE TOWNSHIP AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees is desirous of making improvements to the City of Madeira signalized intersections within the township by adding Traffic Signal Preemption Systems, the Sycamore Township Preemption Project PID 119073; and

WHEREAS, the Board of Township Trustees desires to approve the Joint Agreement for the Installation of a Traffic Signal Preemption System between the City of Madeira and Sycamore Township, for the Sycamore Township Preemption Project PID 119073;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached Joint Agreement between Sycamore Township and the City of Madeira for the Sycamore Township Preemption Project PID 119073 is hereby approved, and the Township Administrator is hereby authorized and directed to execute the Agreement on behalf of the Board.

SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Kellums Aye Ms. Schwegman Aye Mr. Weidman Aye

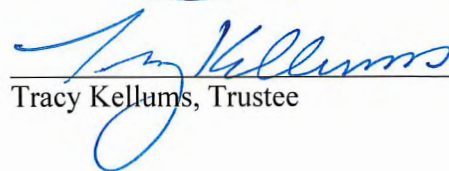
PASSED at a meeting of the Board of Township Trustees this 3rd day of September 2024.



Thomas J. Weidman, Chairman



Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 3rd day of September 2024.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director

Agreement No. _____

EMERGENCY PREEMPTION MAINTENANCE AGREEMENT

This Agreement is made by and between Sycamore Township whose address is 8450 Kenwood Rd., Sycamore Township, OH 45236 (hereinafter referred to as "TOWNSHIP"), and the City of Madeira whose address is 7141 Miami Ave. Madeira, OH 45243 (hereinafter referred to as the "LOCAL") as of the date of the last signature below. Either may be referred to as "the Party" and both referred to collectively as "the Parties".

WHEREAS, the Parties agree that traffic signal(s) exists at the following intersections within the corporation limits of the LOCAL

- Euclid Ave & Hosbrook Rd, and

WHEREAS, the Parties agree there is a need for emergency vehicle preemption equipment, ("preemption equipment"), to efficiently control traffic at the above mentioned intersection(s) when emergency vehicles approach; and

WHEREAS, TOWNSHIP has agreed to install the preemption equipment and the LOCAL has agreed to continue to operate and maintain the traffic signal after preemption equipment installation; and

WHEREAS, the Parties desire to define each of their responsibilities with regard to this traffic signal and preemption equipment after TOWNSHIP has installed preemption equipment.

NOW THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

I. OWNERSHIP

- A. The LOCAL is the owner of all traffic signal equipment including the traffic signal cabinet and all appurtenances including any battery backup system installed at the above referenced intersection(s), unless specifically noted below.
- B. The TOWNSHIP shall own the preemption equipment.

II. OPERATION OF EMERGENCY PREEMPTION EQUIPMENT

The Parties agree that the use of the Emergency Preemption shall be pursuant to Ohio Revised Code section 4511.031 and shall be used for responding to emergency calls by public safety vehicles only as defined in division E(1), (3), or (4) of section 4511.01 of the Revised Code. Violations may result in the emergency preemption equipment being removed if not corrected in a reasonable amount of time.

III. MAINTENANCE AND INSPECTION

- A. The TOWNSHIP shall perform inspections and provide all normal maintenance of the

preemption equipment.

- B. The TOWNSHIP shall provide all replacement parts and perform or have performed all repairs of the preemption equipment.

IV. RIGHT OF ENTRY

The LOCAL grants to the TOWNSHIP, its employees and any of its authorized agents the Right of Entry upon its rights of way for the purpose of inspecting, operating, and maintaining this preemption equipment. This Right of Entry is made subject to all other easements, dedications, uses, or restrictions affecting said rights-of-way whether of record or otherwise, except that the TOWNSHIP shall not be subject to unrecorded conditions unless notified in writing by the LOCAL of the exact nature of such conditions. The LOCAL reserves all rights in the property which is the subject of this Right of Entry. The TOWNSHIP will notify the LOCAL before accessing the traffic signal.

V. REMOVAL

- A. When it is determined by the TOWNSHIP that the preemption equipment is no longer essential to the safety, convenience, or welfare of the traveling public, or that the maintenance of traffic in general would be better served by the discontinuance of the preemption equipment, then all such equipment, material and devices shall be removed by the TOWNSHIP at no expense to the LOCAL. All salvageable materials and equipment shall be returned to the TOWNSHIP's signal inventory, and the Parties shall be relieved of all obligations under this Agreement at the subject intersection.
- B. The determination that the preemption equipment is no longer useful or desirable shall be made by the TOWNSHIP, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study. The TOWNSHIP shall provide the LOCAL of any final determination that the preemption equipment is no longer essential with sixty (60) days' notice prior to the equipment removal.

VI. GENERAL PROVISIONS

- A. This Agreement does not alter or relieve LOCAL from its responsibility to regulate traffic on its roads and highways.
- B. This Agreement and the performance thereof shall be governed and interpreted solely by the laws of the State of Ohio. To the extent that TOWNSHIP 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 Hamilton County, Ohio under R.C. 5501.22.
- C. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this agreement. All provisions of this agreement shall be deemed severable.

- D. This Agreement constitutes the entire agreement between the Parties and supersedes any previous written and oral negotiations, commitments, and understandings with regard to this traffic signal.
- E. This Agreement shall be to the benefit of and be binding upon the Parties, their successors, and assigns.
- F. Each Party shall be responsible for liability associated with that Party's own errors, actions, or failures to act. Nothing in this Agreement shall be deemed a waiver of any immunity the LOCAL may have under the general government immunity statute (R.C. section 2744.02).
- G. If either Party breaches or defaults on any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the other Party of that breach or default, the non-breaching or non-defaulting Party may terminate this Agreement.
- H. The Parties agree to make a good faith effort to resolve any disputes which may arise between them concerning the interpretation of, or performance pursuant to this Agreement, with the exception of matters identified in this Agreement requiring the sole approval or decision by TOWNSHIP.
- I. Ohio Ethics Law: The Parties, 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.
- J. 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.
- K. In no event shall the contractors, subcontractors, workers, employees, or agents of either Party be considered agents or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.
- L. Neither Party shall assign any interest, duty or right under this Agreement, in whole or in part, without the prior written approval from the other Party.

VII. TERM

- A. This Agreement shall be effective upon the date of the last signature below and remain in full force and effect until terminated earlier as provided in Section VII.C or removal provided in Section V of this Agreement.
- B. All modifications, including renewals of this Agreement, shall be by written amendment and signed by the Parties.

C. Either Party may terminate this Agreement upon providing ninety (90) notice to the other Party.

VIII. NOTICES

Notice under this Agreement shall be directed as follows:

LOCAL:

City of Madeira
7141 Miami Ave
Madeira, OH 45243

Attn:

TOWNSHIP:

Sycamore Township, Hamilton County, Ohio
8450 Kenwood Rd.,
Sycamore Township, OH 45236
Attn: Steve Reutelshofer, Superintendent

IX. AUTHORIZATION

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized to do so.

X. COUNTERPARTS

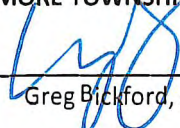
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

XI. SIGNATURE

Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party 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 Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO

By:  _____
Greg Bickford, Administrator

Date: 9-3-24 _____

LOCAL:

By:  _____

Printed Name: MICHAEL NORTON-SMITH

Title: CITY MANAGER _____

Date: 9/30/2024 _____