

ODOT AGREEMENT NO. _____
City Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MANSFIELD, 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 the “ODOT” and the City of Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902, hereinafter referred to as the “CITY” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

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, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, the legislative authority of the CITY has granted its consent for the CITY to remove snow and ice and to use snow and ice control material on the state highways outside its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on portions of State Highways US 30, SR 13, SR 39, SR 545, and US 42 within the CITY and that the CITY perform snow removal and ice control on portions of State Highways US 30, SR 13, SR 39, SR 545, and US 42 outside the CITY.

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

1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material within the CITY’s corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT’s responsibility on the following:

1.1.1 SR 13 Northbound from Longview Ave at 16.959mm to Mansfield City corp. line at 21.548mm;

SR13 Southbound from Mansfield City corp line at 21.693mm to Mansfield City corp. line at 21.653mm;

SR13 Southbound from Mansfield City corp line at 21.584mm to Longview Ave at 16.959mm;

SR 39 Westbound from US30 at 13.796mm to Mansfield City corp line at 13.147mm;

SR 39 Westbound from Mansfield City corp line at 12.218mm to Mansfield City corp line at 12.182mm;

SR 39 Westbound from Mansfield City corp line at 12.113mm to Mansfield City corp line at 11.998mm;

SR 39 Eastbound from Mansfield City corp line at 10.257mm to Mansfield City corp line at 11.998mm;

SR 39 Eastbound from Mansfield City corp line at 12.071mm to Mansfield City corp line at 12.141mm;

SR 39 Eastbound from Mansfield City corp line at 12.218mm to Mansfield City corp line at 12.246mm;

SR 39 Eastbound from Mansfield City corp line at 13.161mm to US30 at 13.796mm;

US 30 Eastbound and Westbound from Mansfield City corp line at 8.819mm to Mansfield City corp line at 12.23mm;

US 30 Eastbound and Westbound from Mansfield City corp line at 12.407mm to Mansfield City corp line at 12.906mm;

US 30 Trimble EB off ramp (0.70 miles);

US 30 Trimble EB on ramp (0.42 miles);

US 30 Trimble WB off ramp (0.29 miles);

US 30 Trimble WB on ramp (0.57 miles);

US 30 SR 39 EB off ramp (0.36 miles);

US 30 SR 39 EB on ramp (0.35 miles);

US 30 SR 39 WB off ramp (0.29 miles);
US 30 SR 39 WB on ramp (0.41 miles);
US 30 SR 13 WB off ramp (0.32 miles);
US 30 SR 13 WB on ramp (0.64 miles);
US 30 SR 13/SR 545 EB off ramp (0.65 miles);
US 30 SR 13/SR 545 EB on ramp (0.41 miles);
US 30 SR 545 WB off ramp (0.27 miles);
US 30 SR 545 WB on ramp (0.32 miles);
US 30 5th Ave. EB off ramp (0.44 miles);
US 30 5th Ave. EB on ramp (0.31 miles);
US 30 5th Ave. WB off ramp (0.33 miles); and
US 30 5th Ave. WB on ramp (0.41 miles).

- 1.1.2 SR 13 Northbound and Southbound from the Mansfield City corp line at 10.878mm to The Mansfield City corp line at 11.214mm;
- SR 39 Eastbound from Mansfield City corp line at 18.523mm to Mansfield City corp line at 18.574mm;
- SR 39 Eastbound from Mansfield City corp line at 18.656mm to Mansfield City corp line at 18.950mm;
- SR 39 Westbound from Mansfield City corp line at 18.831mm to Mansfield City corp line at 18.557mm;
- SR 39 Westbound from Mansfield City corp line at 16.798mm to Madison Road at 16.807mm;
- US 42 Northbound from Mansfield City corp line at 7.358mm to Executive Dr. at 7.513mm;
- US 42 Southbound from Executive Dr. at 7.513mm to Mansfield City corp line at 7.216mm;
- SR 545 Southbound from Mansfield City corp line at 4.477mm to Mansfield City corp line at 4.255mm;

SR 545 Southbound from Mansfield City corp line at 4.19mm to Mansfield City corp line at 4.157mm;

SR 545 Southbound from Mansfield City corp line at 4.062mm to Mansfield City corp line at 3.847mm;

SR 545 Southbound from Mansfield City corp line at 3.658mm to Mansfield City corp line at 3.306mm; and

SR 545 Southbound from Mansfield City corp line at 2.115mm to Reformatory Road at 1.444mm

- 1.2 ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.
- 1.3 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section of Sr 13, SR 39, US 42, and SR 545 herein described for the purposes of performing snow and ice removal and control operations.
- 1.3 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material.

2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of US 30, SR 13, SR 39, SR 545, and US 42 herein described for the purposes of performing snow and ice removal and control operations.
- 2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.
- 2.3 The CITY shall perform at no cost to ODOT snow and ice removal and use of snow and ice control material in accordance with Ohio Revised Code sections 4511.04 and 4513.18 on the following routes:
 - 2.3.1 SR 13 Northbound and Southbound from Straub Rd. at 12.064mm to the Mansfield City corp line at 13.123mm;

SR 39 Eastbound from Mansfield City corp line at 16.701 to Madison Road at 16.807mm;

US 42 Northbound from the Mansfield City corp line at 12.462mm to Mansfield City corp line at 12.724mm;

US 42 Northbound from Mansfield City corp line at 12.795mm to Mansfield City corp line at 12.897mm;

SR 545 Northbound from Mansfield City corp line at 1.186mm to Reformatory Road at 1.444MM; and

SR 545 Southbound from Reformatory Road at 1.444mm to the Mansfield City corp line at 1.155mm.

3. INSPECTIONS

- 3.1 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.

4. COMPENSATION/REIMBURSEMENT

- 4.1 The CITY shall pay ODOT the annual cost for work performed by ODOT described in subsection 1.1.1 of this Agreement.

4.1.1 The CITY shall reimburse ODOT's actual cost of snow and ice removal and use of snow and ice control material for the year based upon the ratio of lane miles of State Highway segments maintained pursuant to this Agreement to the total lane miles maintained by ODOT in Richland County for the year.

4.1.2 ODOT shall invoice the CITY 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 sixty (60) days of receipt of invoice.

4.1.3 This reimbursement shall constitute full compensation to ODOT 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.

- 4.2 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed under subsections 1.1.2 and 2.3.1 of this Agreement. It is agreed by both ODOT and the CITY that the work outlined in subsections 1.1.2 and 2.3.1 of this Agreement will be performed at their sole cost and at no cost to the other Party.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 5.2

of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.

- 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 the parties 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 pursuant to R.C. 5501.22.

- 6.4 The State of Ohio and ODOT are self-insured.

- 6.5 Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.

- 6.6 If either party 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 the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.

- 6.7 ODOT and CITY 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 CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. 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: The CITY 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 the either party's personnel be considered agents, servants, 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.

7. NOTICE

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

City of Mansfield
30 North Diamond Street
Mansfield, OH 44902

Ohio Department of Transportation
District 03
906 Clark Avenue
Ashland, OH 44805

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 intentionally left blank)

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

CITY OF MANSFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____