

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

ORDINANCE NO. 2022-23

AN ORDINANCE BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF GALLIPOLIS, 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 Village of Gallipolis, 333 Third Avenue, Gallipolis Ohio 45631, hereinafter referred to as the “VILLAGE” 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 villages, but before doing so, the Director must obtain the consent of the legislative authority of such village; 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 VILLAGE 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 the 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 VILLAGE in an efficient manner that ODOT perform snow and ice removal and control on all State Highway extensions but not including the removal of snow from driveways, parking areas, and intersecting roads and streets.

NOW THEREFORE, BE IT ORDAINED, by the City Commission of the City of Gallipolis, State of Ohio that the parties agree as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material on all State Highway Extensions, both sides of road... within the VILLAGE’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. ODOT shall perform this work at no cost to the Village. 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 village roads and streets.

1.2 ODOT grants the VILLAGE the right to use and occupy the right-of-way in and abutting the section of State Highway Extensions 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 VILLAGE's removal of snow and ice and/or application of any snow and ice control material.

2. OBLIGATIONS OF THE VILLAGE

2.1 The VILLAGE grants ODOT the right to use and occupy the right-of-way in and abutting the section of State Highway extensions herein described for the purposes of performing snow and ice removal and control operations.

2.2 The VILLAGE 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 VILLAGE shall perform snow and ice removal and use of snow and ice control material State Highway extensions in accordance with Ohio Revised Code sections 4511.04 and 4513.18. The Village shall perform this work at no cost to ODOT.

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. TERM OF AGREEMENT

4.1 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 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.

4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

5. GENERAL PROVISIONS

5.1 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.

5.2 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.

5.3 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.

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

5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement. Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.

5.6 If the VILLAGE 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.

5.7 ODOT and VILLAGE 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 VILLAGE 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.

5.8 Ohio Ethics Law: The VILLAGE 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.

5.9 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.

5.10 In no case shall the VILLAGE 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.

6. NOTICE

6.1 Notices under this agreement shall be directed as follows:

VILLAGE of Gallipolis
333 Third Ave
Gallipolis, Oh 45631

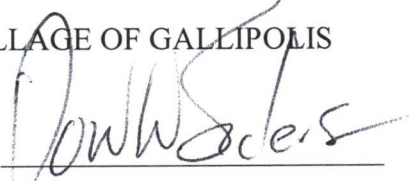
Ohio Department of Transportation
District **XX**
Street Address
City, OH ZIP

7. SIGNATURES

7.1 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.

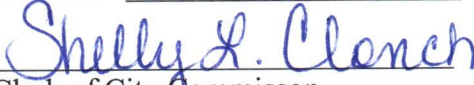
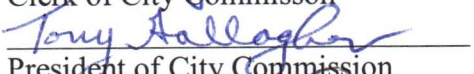
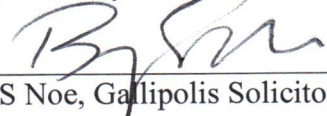
7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

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

VILLAGE OF GALLIPOLIS
By: 
Printed Name: Dow W. Saunders
Title: City Manager
Date: 8/15/2022

STATE OF OHIO
Department of Transportation
By: _____
Jack Marchbanks, Director
Date: _____

PASSED: August 15, 2022

ATTEST: _____

Clerk of City Commission

President of City Commission

Brynn S Noe, Gallipolis Solicitor