

**COOPERATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF POWELL  
AND  
DELAWARE COUNTY  
FOR REGIONALIZATION OF CENTRAL TRAFFIC SIGNAL SOFTWARE SYSTEM (CTSSS)**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Powell, 47 Hall Street, Powell Ohio 43065 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

**1 AUTHORITY**

- 1.1 The Parties hereto are authorized to enter into this Agreement pursuant to, *inter alia*, sections 9.482 and 307.15, *et seq.*, of the Revised Code.

**2 PURPOSE**

- 2.1 The City and County desire to formalize a maintenance agreement for traffic signals on the regionalized Central Traffic Signal Software System (CTSSS) used by both jurisdictions.
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to maintain the traffic signal system timings for locations included in the CTSSS.

**3 NOTICES**

- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:  
Robert Riley, PE, PS  
Chief Deputy Engineer  
50 Channing Street  
Delaware, Ohio 43015  
Email: rriley@co.delaware.oh.us

3.1.2 City:  
  
Andrew White  
City Manager  
47 Hall Street  
Powell, Ohio 43065  
email: awhite@cityofpowell.us

**4 MANAGEMENT OF PROJECT**

- 4.1 The County, acting through the Chief Deputy Engineer, and the City, acting through the City Manager, will mutually administer this agreement.

**5 ESTIMATED COSTS**

- 5.1 The estimated costs of the project are included in Exhibit A.

## **6 COST PARTICIPATION**

- 6.1 The County shall pay all construction estimates due to the contractor upon completion of the work, including partial estimates for all work as described below.
- 6.2 The City shall reimburse the County as described below.
- 6.3 The County shall keep an accurate record of the shared project costs and submit an invoice to the City for the City's share of the Project cost, including any necessary supporting documentation to substantiate the costs, as described below.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.
- 6.5 The City will be responsible for the costs of the software integration on the server for the City's intersections shown in Exhibit A.
- 6.6 The City will reimburse the County for the initial purchase cost for the intersection licenses per Exhibit A.
- 6.7 Each jurisdiction will be responsible for their portion of the Annual Subscription Fee, which includes all software maintenance and updates required for the CTSSS. The annual fee is shown in Exhibit A. On an annual basis, the County will submit an invoice to the City, and the City will reimburse the County for the City's portion of the Annual Subscription Fee.
- 6.8 The County or the City may obtain Preemption Services for the intersections under their respective jurisdiction at any time and shall be responsible for the required costs to add this service.

## **7 OPERATION & MAINTENANCE**

- 7.1 It is understood that the day-to-day management of the CTSSS will be the responsibility of the County.
- 7.2 It is understood that the City shall continue to provide all maintenance for the signal(s) within the corporation limits of the City. This includes but is not limited to: call outs for signal malfunctions and burned out lamps; repair and replacement of malfunctioning signal components or those damaged either by accident or deterioration which includes replacing the controller with the same model as installed; maintenance of pre-emption systems; and replacement or repair of damaged detectors, or pedestrian features. The controller installed in the cabinet is to remain at the intersection indefinitely until this Agreement is terminated.
- 7.3 The City shall also be responsible for any traffic studies and for any changes to the existing equipment at the City intersections by additions or alterations necessitated by changing traffic conditions. (e.g., changing lane usage, adding lanes, signal heads, or turn phases).
- 7.4 The City shall remain responsible for the cost of all electrical energy charges for the operation of the signal(s) within the corporation limits of the City.
- 7.5 If after the installation of the CTSSS and coordination of the traffic signals, either Party determines or believes that modified timing or coordination of the equipment at the City intersections is necessary to improve the flow of traffic at a particular City intersection, the Parties shall consult on the modification felt necessary and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. If the Parties do not agree, the County reserves the right to alter the signal timing as it deems necessary to best serve the motoring public.
- 7.6 Additional signalized locations may be added to the CTSSS upon mutual agreement of both the City and the County.

## **8 RIGHT OF ENTRY**

- 8.1 The City does hereby grant the County and its employees and contractors the Right of Entry to operate and maintain the CTSSS equipment and appurtenances located within the corporation limits of the City. Access to the signal cabinets and equipment shall be continuously provided to the County by the City for the purpose of maintaining or troubleshooting the CTSSS operation. The County agrees to provide 24 hours advance notice to the City prior to undertaking maintenance or troubleshooting activities.

## **9 TERM**

- 9.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until deactivation of the CTSSS system, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.
- 9.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.
- 9.3 The parties agree to negotiate in good faith to update this Agreement every two (2) years starting in 2022, and no modifications of this Agreement shall be effective unless and until approved by both Parties in writing. If no changes are made, the most recent version of the Agreement shall remain in effect.

## **10 LEGAL CONTINGENCIES**

- 10.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

## **11 INSURANCE AND LIABILITY**

- 11.1 The Parties are both political subdivisions and lack authority to indemnify.
- 11.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

## **12 MISCELLANEOUS TERMS & CONDITIONS**

- 12.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 12.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 12.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.



- 12.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 12.6 Consideration: Each Party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**City of Powell**

By: \_\_\_\_\_  
Andrew White, City Manager

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

**Delaware County Board of Commissioners**

By: \_\_\_\_\_  
Jeff Benton, President of the Board  
Pursuant to Resolution No. 11-137 and  
Resolution No. 20-\_\_\_\_\_

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

**Approved as to Form**

\_\_\_\_\_  
Staff Attorney, Board of Commissioners  
Delaware County, Ohio

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

\_\_\_\_\_  
Legal Counsel, City of Powell

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

### **Fiscal Officer Certification**

#### **Delaware County:**

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed by the Ohio Auditor of State that the City of Delaware has no unresolved findings for recovery issues against them by the State of Ohio.

\_\_\_\_\_  
George Kaitsa, Auditor of Delaware County, Ohio

Date: \_\_\_\_\_, 2020

#### **City of Powell:**

The Finance Director of the City of Powell hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purposes and are in the City treasury or in the process of collection, free from any other encumbrances. The Finance Director also certifies that it has been confirmed with the Ohio Auditor of State that Delaware County has no unresolved findings for recovery issued against them by the State of Ohio.

\_\_\_\_\_  
Name \_\_\_\_\_, Finance Director, City of Powell

Date: \_\_\_\_\_, 2020

**EXHIBIT A**  
**COOPERATION AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF POWELL**  
**AND**  
**DELAWARE COUNTY**  
**FOR REGIONALIZATION OF CENTRAL TRAFFIC SIGNAL SOFTWARE SYSTEM (CTSSS)**

**1 LOCATIONS**

1.1 The following signalized locations, located within the City of Powell, owned and maintained by the City of Powell, are included:

- Sawmill Parkway/North Hampton Drive
- Sawmill Parkway/Presidential Parkway
- Sawmill Parkway/Galloway Drive
- Sawmill Parkway/Rutherford Road
- Sawmill Parkway/Village Club Drive
- Sawmill Parkway/O'Connell Street
- Sawmill Parkway/Home Road
- Sawmill Parkway/Royal Belfast Boulevard

**2 ESTIMATED COSTS**

2.1 The estimated costs of the project for the City are as follows:

2.1.1 Initial Cost:

- Software integration on the server for the eight intersections shown in 1.1 is \$6,000 (\$750 per intersection – prorated line item #6 of Pathmaster's Quote).
- Licenses cost is \$5,120 (\$640 per intersection – prorated line item #8 of Pathmaster's Quote), with pricing per ODOT Contract ITB 16-19.
- Maintenance Fee year one is \$ 2,920
- Total initial cost is \$14,040

2.1.2 Annual subscription Fee (based on Pathmaster's quote):

The total annual subscription fee is estimated at \$2,920 (\$1 per day per intersection).

**3 FUTURE LOCATIONS**

3.1 Additional signalized locations may be added to the CTSSS upon mutual agreement of both the City and the County per Section 7.6 of the Agreement.

3.2 This Exhibit will be modified as part of any such mutual agreement.