

## JOINT PURCHASE, MAINTENANCE, USE, AND OPERATION AGREEMENT

This Agreement for the Joint Purchase, Maintenance, Use, and Operation (“Agreement”) of a 2022 Cat CB2.7 Utility Compactor (Roller) is entered into by and between the Sugar Creek Township Board of Trustees (“Sugar Creek Township”), a political subdivision, located at 245 South Wenger Road, Dalton, OH 44618 and the East Union Township Board of Trustees (“East Union Township”), a political subdivision, located at 3474 S. Apple Creek Road, Apple Creek, OH 44606 this \_\_\_\_ day of \_\_\_\_\_, 2022 pursuant to the authority contained in Section 5549.02 of the Ohio Revised Code. Hereinafter, Sugar Creek Township and East Union Township shall be referred to collectively as the “Parties.”

### RECITALS

WHEREAS, Ohio Revised Code §5549.02(B) authorizes the boards of trustees of any two or more townships to unite and jointly purchase, maintain, use, and operate machinery, tools, trucks, and equipment for the purpose of constructing, maintaining, and repairing roads; and

WHEREAS, the Parties desire to enter into an agreement for the joint purchase, maintenance, use, and operation of a 2022 Cat CB2.7 Utility Compactor/Roller (“Vehicle”) by the Parties on [ENTER DATE OF PURCHASE], as authorized by Resolution No. \_\_\_\_\_, duly adopted by the Sugar Creek Township Board of Trustees and Res. No. \_\_\_\_\_, duly adopted by the East Union Township Board of Trustees, for road maintenance purposes;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope of the Agreement.** The Parties hereby contract with each other for the joint purchase, maintenance, use, and operation of the Vehicle described in Exhibit A attached to this agreement for their respective townships on a schedule to be determined by the Parties.
2. **Title to Equipment.** The Parties hereby agree that the shared Vehicle will be jointly owned and titled such by both Parties.
3. **Purchase Price and Payment.** Each Party shall be severally responsible and liable to enter into an agreement with the seller of the Vehicle and to pay the purchase price with all associated costs thereof. Neither Party is liable for nonpayment of the purchase price and any associated costs thereof by the other Party to the seller of the Vehicle.
4. **Insurance and Damage.** The Parties shall be jointly responsible for maintaining adequate liability and property insurance on the shared Vehicle. Both Parties shall be covered by the insurance policy, whether as additional insureds or otherwise, and shall contribute to the cost of providing insurance coverage on a 50/50 basis. In the event damage to the Vehicle results in an insurance claim, and no operator negligence is found, the deductible will be shared between the Parties on a 50/50 basis. If the Vehicle is damaged beyond normal wear and tear as the result of operator negligence, and insurance covers the repair of the damage to the Vehicle, the responsible Party shall pay the entire deductible in full and shall be solely responsible for any costs in excess of the insurance coverage or proceeds.

5. **Liability.** At all times, the Parties shall each defend and indemnify their own employees pursuant to Ohio Revised Code Section 2744.07 for claims that arise out of an event that occurs while the Vehicle is in the Party's care, custody or control.
6. **Housing.** The Vehicle shall be primarily housed by East Union Township at its township garage located at 3400 S. Apple Creek Road, Apple Creek, OH 44606. Upon the request of Sugar Creek Township, and with East Union Township's consent, the Vehicle may also be housed at the Sugar Creek Township garage located at 245 S. Wenger Road, Dalton, OH 44618.
7. **Maintenance.** The Parties agree to share routine maintenance costs associated with the normal wear and tear of the Vehicle on a 50/50 basis. Maintenance costs that arise as the result of operator negligence shall be borne by the township of the operator.
8. **Operating Costs.** Fuel will be provided by the Party using the Vehicle and the party using the Vehicle agrees to ensure that the gas tank is full prior to releasing the Vehicle to the other Party.
9. **Operator Proficiency.** Each Party shall be responsible for ensuring that its staff is competent to operate the Vehicle and for addressing staff performance issues under the township's personnel policy manual should the Vehicle be misused or damaged by an operator. Only employees of the Parties may operate the Vehicle.
10. **Scheduling Use.** Scheduling will be determined by the township road supervisors of each of the Parties.
11. **Term.** This Agreement shall continue in full force and effect until either of the Parties terminate for any reason. The terminating party shall provide the other party with (90) days advance written notice of its intention to terminate this Agreement. All notices shall be sent to:
 

Sugar Creek Township:	Sugar Creek Township Board of Trustees 245 South Wenger Road Dalton, OH 44618
East Union Township:	East Union Township Board of Trustees 3474 S. Apple Creek Road Apple Creek, OH 44606
12. **Policies and Procedures.** The Parties reserve the authority to create joint policies and procedures, not inconsistent with this Agreement, to be utilized by the Parties in carrying out the intent of this Agreement.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
14. **Amendment.** This Agreement may be amended at any time by a writing duly executed by both the Sugar Creek Township Board of Trustees and the East Union Township Board of Trustees.

15. **Authority.** The Parties executing this Agreement have authorization to enter into, execute, and bind the entity represented pursuant to properly executed resolutions.

*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement the day and year first written above.

**SUGAR CREEK TOWNSHIP BOARD OF TRUSTEES**  
**Wayne County, Ohio**

By: \_\_\_\_\_  
Scott Widmer, Trustee

By: \_\_\_\_\_  
Tom Gregory, Trustee

By: \_\_\_\_\_  
Jonathon Hofstetter, Trustee

**EAST UNION TOWNSHIP BOARD OF TRUSTEES**  
**Wayne County, Ohio**

By: \_\_\_\_\_  
Joseph Rabatin, Trustee

By: \_\_\_\_\_  
Jim Miller, Trustee

By: \_\_\_\_\_  
Dan Hodge, Trustee