

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 07-25-59

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE CITY OF BROOKVILLE TO USE THE CITY OF CLAYTON STREET SWEEPER AT SPECIFIED TIMES DURING 2025 AND 2026

WHEREAS, Clayton Charter Section 2.04 provides the City of Clayton, by majority vote of Council, may enter into cooperative agreements with other political subdivisions; and

WHEREAS, the Cities of Clayton and Brookville desire to enter into the Cooperative Agreement appended hereto as **Exhibit A** whereby the City of Clayton agrees to allow the City of Brookville to use Clayton's Street Sweeper at specified times during 2025 and 2026 at the costs and under the terms specified in the attached **Exhibit A**.

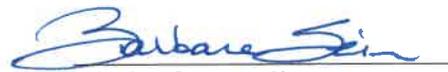
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is hereby authorized to execute the Cooperative Agreement in substantially similar form as appended hereto as **Exhibit A** with the City of Brookville.
2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

ADOPTED BY COUNCIL ON JULY 17, 2025.

AUTHENTICATION:


Mayor (Presiding Officer of Council)


Clerk of Council

APPROVED AS TO FORM:


Law Director

CERTIFICATION OF PUBLICATION

This shall certify that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Eaton Register Herald

Date of publication

July 23, 2025

Barbara Sa

Clerk

AGREEMENT

THIS AGREEMENT, made and entered into by CITY OF CLAYTON, an Ohio municipal corporation, hereinafter referred to "Clayton", and the CITY OF BROOKVILLE, an Ohio municipal corporation, hereinafter referred to as "Brookville".

WHEREAS, Clayton and Brookville are Ohio municipal corporations in Montgomery County Ohio; and

WHEREAS, Section 2.04 of the Charter of Brookville and Section 2.04 of the Charter of Clayton permit Brookville and Clayton to enter into a cooperative agreement.

WHEREAS, Clayton is the owner of a street sweeper that is used to clean and maintain public streets; and

WHEREAS, Brookville does not currently have a street sweeper, and it is necessary for Brookville to sweep streets within its jurisdiction to comply with Ohio law ; and

WHEREAS, Brookville and Clayton desire to enter into this Agreement to permit the Brookville to use the street sweeper of Clayton under certain terms and conditions.

NOW, THEREFORE, IT IS HEREBY AGREED:

(1) AGREEMENT: Brookville and Clayton hereby enter into this cooperative Agreement to permit Brookville to use the street sweeper of Clayton upon the terms and conditions specified in this Agreement.

(2) TERM OF AGREEMENT: This Agreement shall commence on the date of execution of this Agreement by both parties and continue until December 31, 2026. The Agreement may be renewed upon mutual written agreement of the parties.

(3) USE OF THE STREET SWEEPER: Brookville shall be permitted to use the street sweeper of Clayton twice in 2025, and three times in 2026.

(4) PAYMENT FOR USE OF STREET SWEEPER: Brookville shall pay Clayton the following payments for use of the street sweeper:

- (a) Summer (July/August) 2025: \$3250.00
- (b) Fall (October/November) 2025: \$3550.00
- (c) Spring (May/June) 2026: \$3950.00
- (d) Summer (July/August) 2026: \$3250.00
- (e) Fall (October/November) 2026: \$3550.00

Brookville shall pay Clayton within forty-five (45) days after use of the street sweeper by Brookville in accordance with the above schedule.

(5) TRAINING: Clayton will provide training to two Brookville Service Department employees on the proper operation of the street sweeper prior to use of the street sweeper by Brookville. Clayton and Brookville shall agree on the time and length of said training.

(6) MAINTENANCE AND REPAIR OF THE STREET SWEEPER: Clayton shall be solely responsible for routine maintenance and repair of the street sweeper during the term of this Agreement.

(7) The City of Brookville agrees to obtain and maintain throughout the term of this agreement, insurance coverage for injury, death, and property damage and to add the City of Clayton, its elected officials, and employees as additional insureds to all such applicable insurance policies providing coverage for injury, death, and property damage with the understanding that any obligations imposed upon the insured City of Brookville (including, without limitation, the liability to pay premiums) shall be obligations solely of the City of Brookville. Evidence of adequate insurance coverage is required by furnishing to the City of Clayton, a Certificate of Insurance which includes the Additional Insured endorsement specified herein before use of the subject street sweeper by the City of Brookville.

(8) INDEMNIFICATION: Brookville shall indemnify and hold Clayton harmless for any damage, injury or death that occurs during the use of the street sweeper by Brookville within the City of Brookville and as a result of the negligence of the City of Brookville employee operating the street sweeper.

(8) NOTICES: Any notices required by this agreement shall be sent by regular United States mail with a copy also sent by email to the following:

City of Brookville:

City of Clayton:

John F. Kuntz III
City Manager
301 Sycamore St.
Brookville, Ohio 45309
jkuntz@brookvilleohio.com

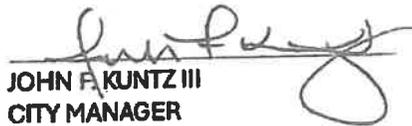
Amanda Zimmerlin
City Manager
P.O. Box 280
Clayton, Ohio 45315
azimmerlin@clayton.oh.us

(9) APPROVAL OF AGREEMENT: Brookville and Clayton have each lawfully approved this Agreement in accordance with their Charter and Ohio law, and the Agreement has been duly authorized and executed by their City Managers.

(10) EFFECTIVE DATE OF AGREEMENT: This agreement shall be effective upon execution of the Agreement by both parties.

IN WITNESS WHEREOF, Clayton and Brookville, through their duly authorized representatives, hereby execute this Agreement on the 17 day of June, 2025.

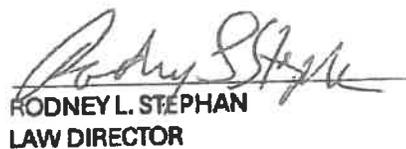
CITY OF BROOKVILLE:


JOHN F. KUNTZ III
CITY MANAGER

CITY OF CLAYTON:


AMANDA ZIMMERLIN
CITY MANAGER

APPROVED AS TO FORM:


RODNEY L. STEPHAN
LAW DIRECTOR


MARTINA DILLON
LAW DIRECTOR