

## **DRAFT MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between \_\_\_\_\_

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and the Center for Local Government, an Ohio based 501c3 organization, to form a cooperative effort to share equipment and information related to traffic and speed control efforts on public roads. This program shall be known as the “Center for Local Government Traffic Calming Lending Bank,” or “Lending Bank.”

**Whereas,** Cities, Townships, Villages and Counties across Southwest Ohio have received numerous complaints from their residents about speeding drivers, and;

**Whereas,** Speeding in residential neighborhoods is an acute danger to residents, and lowers quality of life, and;

**Whereas,** Pedestrian safety has become an increasingly pressing issue as more residents choose other forms of transit such as bicycles, and;

**Whereas,** current methods of speed control are often targeted law enforcement efforts, which are temporary by their nature, and;

**Whereas,** identifying road design based speed control pilot projects can lead to permanent and effective solutions.

**NOW, THEREFORE, THE FOLLOWING POINTS REFLECT THE INTENT OF THE PARTICIPATING GOVERNMENTS TO FORM THE CENTER FOR LOCAL GOVERNMENT TRAFFIC CALMING LENDING BANK:**

1. Definitions:
  - a. Borrower: The participant who is receiving the traffic calming equipment on loan
  - b. Eligible for sharing: Traffic Calming Equipment that may be lent and borrowed through the Lending Bank
  - c. Lender: The participant that owns an item of traffic calming equipment
  - d. Lending Bank Database: An online database, hosted by the Center for Local Government, which identifies the type of equipment that is eligible to be shared amongst the participants through the Traffic Calming Lending Bank program.
  - e. Participants: Any government or partner organization that is party to this Memorandum of Understanding (MOU).
  - f. Traffic Calming Equipment (or “equipment”): includes bollards, crosswalk stencils, stop stencils, temporary curb stops, temporary signage related to traffic control, plant pots or other temporary road barriers, traffic volume measuring equipment, equipment to measure and record average traffic speeds, and all future items that the participants choose to designate as eligible for sharing.

2. Participants in the Lending Bank agree that all other participants in the lending bank are eligible to be a borrower, and that they will lend equipment that is eligible for sharing if requested and if that equipment is available for use.
3. A Lending Bank Database shall be established:
  - a. Participants in the Lending Bank shall identify what traffic calming equipment they currently own, and shall designate all or a subset of that equipment as eligible for sharing. For traffic calming equipment eligible for sharing, the type of equipment and the number of units owned by each government shall be submitted to the Lending Bank Database.
  - b. Each participant will designate a contact person, who will provide their name, phone number, and e-mail address. The Center for Local Government shall maintain an e-mail list of contact people.
4. Participants in the Lending Bank shall continue to own and house their traffic calming equipment at their facilities when not in use or being borrowed.
5. If a participant wishes to borrow a unit of traffic calming equipment, the following procedure shall be followed:
  - a. The participant may directly contact another participant through their contact person. Once the traffic calming equipment to be shared is identified, they will arrange a time to exchange the equipment. They shall contact the Center for Local Government so that the equipment sharing database can be updated.
  - b. The participant may contact the Center for Local Government, who will broadcast their request to the e-mail list. The Center for Local Government shall then update the equipment sharing database accordingly.
  - c. In all instances, the government borrowing the equipment shall inform the government loaning the equipment of the time window for which the equipment will be borrowed.
6. Participants may temporarily block certain equipment from being borrowed if they intend to use the equipment for their own projects during a given timeframe. If a unit of equipment is to be blocked, the participant shall inform the Center for Local Government, who will update the Equipment Sharing Database accordingly.
7. Participants in the Lending Bank agree to the following liability provisions:
  - a. The participant borrowing a piece of equipment is responsible for all costs associated with repair if the equipment is damaged while being borrowed. The government loaning the equipment and the government receiving shall both verify that it is in good working order at the time of delivery to the borrower. This includes warning the borrowing government of any “wear and tear” issues that may present maintenance problems.
  - b. The participant borrowing a piece of equipment is responsible for any workers compensation, overtime, or other personnel issues pertaining to the borrower’s deployment and/or operation of the equipment. Any insurance claims resulting from the deployment and/or operation of the equipment shall be the responsibility of the government deploying and/or operating the equipment.

- c. The participant borrowing a piece of equipment from the Lending Bank is responsible to determine what equipment is needed, how to safely deploy and use such equipment through its engineer and/or Law Enforcement personnel, what signage or other traffic controls may be required to use the equipment, and the proper maintenance of the equipment during its deployment.
  - d. The Lender shall not be held liable for any acts or omissions of the Borrower. The Borrower shall not be held liable for any acts or omissions of the lender.
8. The participants in the Lending Bank may wish to purchase additional traffic calming equipment either jointly or as individual entities at a future time:
- a. A government may choose to purchase traffic calming equipment unilaterally and then make it available to be shared via the Lending Bank.
  - b. For more specialized pieces of equipment, the participants may choose to jointly purchase a piece of traffic calming equipment. In the event of that outcome, the participants shall select a lead government, who would serve as the owner of the equipment.
    - i. The lead government shall house this piece of equipment unless another arrangement has been identified.
    - ii. All participants shall pay an even share of the cost of the equipment. The Center for Local Government shall invoice all participants for their financial share. The Center for Local Government shall then reimburse the lead government.
9. Participants in the Lending Bank agree to share the results of any traffic calming pilot projects using the standardized form developed by the Center for Local Government.
10. This agreement may be amended with the approval of 2/3 of the participants.

**AGREED AND ACCEPTED:**

**THE VILLAGE OF \_\_\_\_\_**

**THE CENTER FOR LOCAL GOVERNMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Village Manager

Its: Executive Director

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**THE CITY OF \_\_\_\_\_**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**THE CITY OF \_\_\_\_\_**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

\_\_\_\_\_ **TOWNSHIP**

By: \_\_\_\_\_

Its: \_\_\_ Township Administrator

Date: \_\_\_\_\_, 2019

\_\_\_\_\_ **TOWNSHIP**

By: \_\_\_\_\_

Its: \_\_\_ Township Administrator

Date: \_\_\_\_\_, 2019

**THE VILLAGE OF \_\_\_\_\_**

By: \_\_\_\_\_

Its: Village Manager

Date: \_\_\_\_\_, 2019

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Date: \_\_\_\_\_, 2019

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\_\_\_\_\_ **TOWNSHIP**

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Its: \_\_\_ Township Administrator

Date: \_\_\_\_\_, 2019

\_\_\_\_\_ **TOWNSHIP**

By: \_\_\_\_\_

Its: \_\_\_ Township Administrator

Date: \_\_\_\_\_, 2019