

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10786

RESOLUTION MOVED BY COUNCILPERSON:

Barber

A RESOLUTION OF THE CITY OF THE JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, THAT THE CITY HEREBY APPROVES AN INTERGOVERNMENTAL AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT TO ESTABLISH THE RESPECTIVE RESPONSIBILITIES OF THE CITY AND THE SCHOOL DISTRICT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND FUNDING OF A SCHOOL ZONE TRAFFIC SIGNAL AND RELATED TRAFFIC CONTROL DEVICES AT THE GREATER JOHNSTOWN MIDDLE SCHOOL.

WHEREAS, the School District is operating the Greater Johnstown Middle School and desires to improve pedestrian and vehicular safety for students, staff, and the public through the installation of a school zone traffic signal and associated traffic control devices;

WHEREAS, the proposed traffic signal and school zone flashers will be installed within the public right-of-way under permits and approvals issued by the Pennsylvania Department of Transportation ("PennDOT"), where applicable;

WHEREAS, the City is the local authority responsible for traffic control devices located within its jurisdiction and is a party to PennDOT Traffic Signal Maintenance Agreement No. TSMA-11301, pursuant to which the City assumes responsibility for maintaining permitted traffic signals in accordance with PennDOT requirements;

WHEREAS, the Parties desire to establish their respective responsibilities for funding, installation, operation, maintenance, repair, and replacement of the school zone traffic signal while ensuring compliance with TSMA-11301 and applicable state and local laws.

WHEREAS, The purpose of this Agreement is to allocate responsibility for the installation, operation, maintenance, repair, replacement, and funding of the school zone traffic signal serving the Greater Johnstown Middle School.

RESOLUTION SECONDED BY COUNCILPERSON

Arnone

Roll Call:

Clark			Hamacek			Spinelli			Brandon-Taylor			King			Arnone			Barber		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
			✓			✓			✓			✓			✓			✓		

ADOPTED: July 8, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10786 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King

Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into this 8th day of July, 2026, by and between the **City of Johnstown**, Cambria County, Pennsylvania ("City"), and the **Greater Johnstown School District** ("School District"), collectively referred to as the "Parties."

WHEREAS, the School District is operating the Greater Johnstown Middle School and desires to improve pedestrian and vehicular safety for students, staff, and the public through the installation of a school zone traffic signal and associated traffic control devices;

WHEREAS, the proposed traffic signal and school zone flashers will be installed within the public right-of-way under permits and approvals issued by the Pennsylvania Department of Transportation ("PennDOT"), where applicable;

WHEREAS, the City is the local authority responsible for traffic control devices located within its jurisdiction and is a party to PennDOT Traffic Signal Maintenance Agreement No. TSMA-11301, pursuant to which the City assumes responsibility for maintaining permitted traffic signals in accordance with PennDOT requirements;

WHEREAS, the Parties desire to establish their respective responsibilities for funding, installation, operation, maintenance, repair, and replacement of the school zone traffic signal while ensuring compliance with TSMA-11301 and applicable state and local laws.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to allocate responsibility for the installation, operation, maintenance, repair, replacement, and funding of the school zone traffic signal serving the Greater Johnstown Middle School.

SECTION 2. LOCATION

The traffic signal shall be installed at or near the primary pedestrian crossing serving the Greater Johnstown Middle School at a location approved by the City and PennDOT.

SECTION 3. INSTALLATION

A. The School District shall be responsible for all costs associated with engineering, design, permitting, equipment procurement, installation, inspection, and acceptance of the traffic signal unless otherwise agreed in writing.

B. Installation shall conform to:

- PennDOT standards;
- The Manual on Uniform Traffic Control Devices (MUTCD);
- Applicable PennDOT traffic signal permits;
- All City ordinances and specifications.

C. No work shall begin until all required permits and approvals have been obtained.

SECTION 4. OWNERSHIP

Upon final acceptance by the City, the traffic signal, controller cabinet, poles, mast arms, detection equipment, flashing school zone signs, communication equipment, and related appurtenances located within the public right-of-way shall become traffic control facilities operated by the City, subject to PennDOT approval where required.

SECTION 5. OPERATION

The City shall be responsible for:

1. Operating the traffic signal;
2. Maintaining signal timing;
3. Programming school zone flashers;
4. Emergency response to signal malfunctions;
5. Coordination with PennDOT regarding any required modifications.

The School District shall annually provide the City with its academic calendar and the daily start and dismissal schedules no later than August 1 of each year, and shall promptly notify the City of schedule changes affecting operation of the school zone flashers.

SECTION 6. MAINTENANCE

Because the City is responsible under PennDOT Traffic Signal Maintenance Agreement TSMA-11301 for maintenance of permitted traffic signals, the City shall perform or cause to be performed all required preventive maintenance, inspections, testing, repairs, and emergency service necessary to maintain the signal in compliance with PennDOT requirements.

The School District agrees to reimburse the City for maintenance costs as provided in Section 7, with thirty (30) days prior notice to the School District.

SECTION 7. COST SHARING

The School District shall reimburse the City for:

- A. One hundred percent (100%) of the annual preventive maintenance costs associated solely with the school zone traffic signal.
- B. One hundred percent (100%) of repair costs resulting from equipment failure, vandalism, or replacement due to age, except where repair costs are recovered from insurance or a responsible third party.
- C. Utility costs directly attributable to operation of the school zone signal, if separately metered or reasonably allocated.

The City shall submit an itemized invoice annually or following major repairs. Payment shall be made within thirty (30) days.

SECTION 8. EMERGENCY REPAIRS

The City may immediately undertake repairs necessary to protect public safety without prior approval of the School District.

Emergency repair costs shall be invoiced in accordance with Section 7.

SECTION 9. INSPECTION

The City shall perform inspections required by PennDOT and maintain maintenance records as required by TSMA-11301.

The School District may request copies of inspection and maintenance records related to the signal.

SECTION 10. ALTERATIONS

No modification, relocation, timing revision, or removal of the signal shall occur without approval of the City and any approvals required by PennDOT.

SECTION 11. LIABILITY

Each Party shall remain responsible for the acts and omissions of its officers, employees, and agents.

Nothing contained herein shall be construed as a waiver of governmental immunity or any defense available under Pennsylvania law.

SECTION 12. INSURANCE

Each Party shall maintain insurance or self-insurance consistent with Pennsylvania law.

Contractors performing work shall maintain insurance meeting City requirements.

SECTION 13. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect until terminated by mutual written agreement or replaced by a subsequent agreement. Should costs become prohibitive in the future the School District may revisit this agreement for discussion and/or terminate this agreement as necessary.

SECTION 14. TERMINATION

Either Party may terminate this Agreement upon one hundred eighty (180) days written notice, provided that termination shall not relieve either Party of obligations accrued prior to termination.

If the signal remains in operation after termination, the Parties shall negotiate an amended maintenance agreement before termination becomes effective.

SECTION 15. COMPLIANCE WITH TSMA-11301

Nothing in this Agreement shall modify, supersede, or conflict with the City's obligations under PennDOT Traffic Signal Maintenance Agreement No. TSMA-11301.

In the event of a conflict, TSMA-11301 and applicable PennDOT requirements shall control.

SECTION 16. NOTICES

All notices required under this Agreement shall be delivered to:

City of Johnstown

City Manager
401 Main Street
Johnstown, PA 15901

Greater Johnstown School District

Superintendent
1 Pasquerilla Plaza
Johnstown, Pa 15901

SECTION 17. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Venue shall lie in the Court of Common Pleas of Cambria County.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties concerning the subject matter herein.

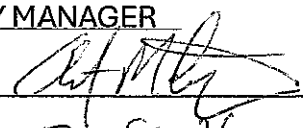
Any amendment shall be in writing and approved by both governing bodies.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the dates indicated below.

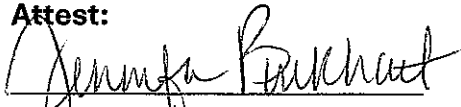
CITY OF JOHNSTOWN

By: CITY MANAGER

Name: 

Date: 7-8-26

Attest:



Date: 7/8/26

GREATER JOHNSTOWN SCHOOL DISTRICT

By: _____

President, Board of School Directors

Date: _____

Attest:

Date: _____