

TRAFFIC SIGNAL AGREEMENT
South Main Street/North Turkeyfoot Lake Road

THIS AGREEMENT is made by and between the City of Akron whose address is 166 South High Street, Akron, Ohio 44308 (hereinafter referred to as "CITY"), and the County of Summit and the Summit County Engineer, Ohio whose address is 538 East South Street, CITY, Ohio 44311 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the COUNTY holds title to certain traffic signal equipment at the intersection of South Main Street/North Turkeyfoot Lake Road, in Coventry Township, approximately two-tenths of a mile south of Swartz Road, Summit County, Ohio; and

WHEREAS, the need for a traffic signal exists to efficiently control the ingress and egress of traffic at the intersection of South Main Street/North Turkeyfoot Road; and

WHEREAS, the efficient operation and maintenance of the traffic signal requires interconnection and coordination with CITY traffic signals and the use of certain CITY equipment and appurtenances; and

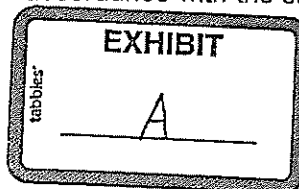
NOW THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between COUNTY and CITY as follows:

I. PURPOSE

The purpose of this agreement is to set forth the parameters of responsibility and right of way for the inspection, maintenance, operation and repair of the traffic signal equipment located at the intersection of South Main Street/North Turkeyfoot Lake Road, in Coventry Township, approximately two-tenths of a mile south of Swartz Road, Summit County, Ohio. The traffic signal equipment and appurtenances are shown on the plan attached hereto as Exhibit "A" (hereinafter "Signal"). Exhibit A is incorporated into this agreement in its entirety.

II. ACCEPTANCE OF CONSTRUCTION

Following an inspection of the Signal by both CITY and COUNTY personnel, the parties agree that the contractor has constructed the Signal in accordance with the standards set forth



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(b) The COUNTY reserves to itself, its successors and assigns, the right to use the property which is the subject of this Right of Entry in any manner whatsoever, providing that such usage does not interfere in any way with the special rights herein granted to CITY.

(c) CITY shall operate and maintain the traffic signal apparatus, and access to the equipment at the location described above shall be continuously provided by the COUNTY for maintenance purposes.

V. NORMAL MAINTENANCE

CITY shall provide all normal maintenance required for the efficient operation of the signal. Normal maintenance guidelines shall incorporate those functions necessary for maintaining the signal operation at all times; i.e., repair and replacement of all malfunctioning signal components or those that may be damaged by accident or deterioration. These guidelines shall not apply, however, to subject signal wherein changes to the existing equipment by additions or alterations are necessitated by changing traffic conditions.

VI. MODIFICATION OF SIGNAL

If, after the initial installation or modification and coordination of the signal, either party determines or believes that additional or modified equipment or modified timing or coordination of the equipment is necessary to improve the flow of traffic at the location, 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. CITY reserves the right to alter the traffic signal, the roadway or other appurtenances as it deems necessary if the parties do not agree.

VII. ELECTRICAL ENERGY CHARGES

It is expressly understood that during the term of this Agreement, CITY shall pay for the maintenance and operation of the signal including any and all electrical energy charges directly to the utility for the operation of this signal throughout the duration of the Agreement.

in the Ohio Manual of Uniform Traffic Control Devices as provided in the construction plans for the improvement of South Main Street, Phase IV. CITY and COUNTY agree that the design and installation of the signal does conform to the plans and that the signal has been placed in operation.

CITY hereby accepts ownership and maintenance responsibility for all signal equipment and traffic control devices related to the project governed by this Agreement. CITY shall operate the signal in accordance with the provisions of Ohio Revised Code section 4511.10, including the provisions regarding phasing and timing.

III. BONDS AND ASSURANCES

The COUNTY shall obtain a Maintenance Bond from the SUM - SOUTH MAIN STREET PHASE IV contractor in the amount of ten percent (10%) of the final contract amount, and extending coverage for one (1) year beyond the acceptance date of the completed Project. Said Maintenance Bond shall assure the repair and/or correction of any defects or omissions in the project work.

IV. RIGHT OF ENTRY

The COUNTY shall permit CITY or its authorized agent to enter upon the site for the purposes of inspection, maintenance and/or repair at any reasonable time or times during the term of this Agreement.

The COUNTY hereby further gives CITY and its employees the Right of Entry to operate and maintain the signal equipment and appurtenances. The COUNTY agrees that CITY and its employees, as of the signing of this Agreement, have the right to enter the COUNTY property depicted in Exhibit "A". COUNTY must provide adequate space for maintenance vehicles and activity. Said Right of Entry includes the following conditions and terms.

- (a) Such Right of Entry is made subject to all other easements, dedications, uses or restrictions whatsoever affecting the real property which is the subject matter hereof, whether of record or otherwise.

VIII. REMOVAL

When it is determined by CITY that said traffic signal or its appurtenances are no longer essential to the safety, convenience and welfare of the traveling public, or that the maintenance of traffic in general would be better served by the discontinuance of the traffic signal, then all such equipment, material and devices installed maintained and operated by CITY shall be removed by CITY at no expense to the COUNTY. All salvageable materials and equipment shall be returned to CITY'S signal inventory and the parties shall be relieved of all obligations under this Agreement.

IX. DURATION AND RENEWAL OF AGREEMENT

The initial duration of this Agreement shall be for a period of four (4) years from the date the parties enter into this Agreement. The date of this Agreement shall be the date the last signature is affixed hereon. The Agreement shall automatically renew for subsequent four (4) year periods of time unless either party notifies the other party in writing of the desire to terminate the Agreement. The written notification shall be submitted at least ninety (90) days before the automatic renewal date of the Agreement to the party's addresses referenced below:

County of Summit Engineer
538 E. South Street
Akron, Ohio 44311

City of Akron
166 S. High Street
Akron, Ohio 44308

This Agreement will continue to be automatically renewed until such time as the parties agree to terminate the Agreement or notices are provided as set forth herein.

X. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to the addresses listed in Section IX. above.

XI. LIABILITY

The CITY agrees to hold the COUNTY harmless for any and all accidents or incidents which may arise as a result of the CITY'S inspection, maintenance or repair of the Signal and/or while the CITY is exercising its right of way granted within this agreement.

XII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

XIII. SEVERABILITY

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement and the attachments hereto, if any, constitute the entire agreement between the COUNTY and CITY and supersede all previously written and oral negotiations, commitments and understandings. The terms, conditions and covenants of this Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific references to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

XV. CONSIDERATION

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial and agree that enforcement of this Agreement shall not be challenged for lack of consideration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate on the day and year indicated below. This Agreement's effective date shall be date on which the last signature is affixed hereon.

CITY OF AKRON, OHIO

Date: _____

BY: _____
Director of Public Services

Witness

Witness

COUNTY OF SUMMIT

Date: _____

Russell M. Pry, Summit County Executive

Witness

Witness

Date: _____

Alan Brubaker, Summit County Engineer

Denise E. Longstreet
Witness

Joseph K. Paradise
Witness

APPROVED AS TO FORM:

Assistant Prosecuting Attorney
County of Summit, Ohio