ROAD AND TRAFFIC SIGNAL
MAINTENANCE COOPERATION AGREEMENT

This AGREEMENT is made and entered into this 10th day of
July, 2014, between the County of Summit ("Summit County"), by the County
Executive on behalf of the Summit County Engineer, and the City of Fairlawn, by its Mayor, and
hereinafter referenced as the "Parties" and severally by name or as each "Party".

WHEREAS, the Parties agree that the public health, safety, and welfare is benefitted by
their cooperation in maintaining certain roads, parts of which lie within the jurisdiction of
Summit County and parts of which lie within the jurisdiction of the City of Fairlawn; and

WHEREAS, the Parties recognize the need for a formal agreement regarding the
maintenance of sections of roads wherein mutual responsibilities exist; and

WHEREAS, the Parties agree that maintenance responsibilities should be defined for the
full width of the road right-of-way for each section of roadway maintained; and

WHEREAS, the Parties agree that a policy and system for the issuance of highway
related permits is in the best interest of the public health, safety, and welfare; and

WHEREAS, the Parties agree that the Party accepting maintenance responsibility for a
section of road and/or signals shall also accept legal liability with respect to maintenance of that
section of road and/or signals, as defined under Revised Code Chapter 2744; and

WHEREAS, the Parties agree that maintenance of portions of said roads by the other
constitutes adequate consideration for entering into this Agreement; and

WHEREAS, on (date) Summit County Council adopted Resolution ____________
approving this Agreement and on (date) the Fairlawn City Council adopted Ordinance O2014-
017 approving this Agreement;
NOW, THEREFORE, in consideration of the exchange of road maintenance responsibilities between the Parties, as recited hereby, the Parties enter into this Agreement:

I. **INTRODUCTION**

Roads and traffic signals shall be maintained by the Party obligated by law to maintain them, unless all or a portion of the primary maintenance responsibility for a particular road or traffic signal is specifically transferred to the other Party by this Agreement. This Agreement defines the maintenance responsibilities of Summit County and the City of Fairlawn for the full widths of these certain roads and for the specified traffic signals set forth on the attached Schedule, titled “General Maintenance & Traffic Signal Maintenance.”

II. **SCOPE**

For purposes of this Agreement, the various maintenance responsibilities are defined as follows:

A. **General Maintenance** – General Maintenance responsibility includes but is not limited to the following activities, unless certain of these activities are specifically excluded elsewhere in this Agreement.

   1. Snow and ice removal;
   2. Application of abrasives;
   3. Pavement maintenance, including minor surface treatment, but excluding resurfacing, replacement, or any other road improvements in excess of $5,000;
   4. Vegetation control, including trimming and/or removal of weeds, brush, and trees;
   5. Application of all applicable pavement markings, but there shall be no changes to the existing street marking patterns without prior written agreement of both Parties;
   6. Guardrail repair;
   7. Erection and repair of all uniform traffic control devices, except that the maintaining Party shall not be responsible for erection of additional regulatory signing or for additional regulatory devices as a result of the other Party’s legislative actions;
   8. Public health and welfare protection (removal of dirt, obstacles, liquid spills, etc.);
   9. Minor pavement base repair, unless the repair or replacement cost exceeds $5,000;
   10. Berm repair unless the repair or replacement cost exceeds $5,000;
11. Ditch cleaning, including maintenance and minor repair of drainage systems and culverts unless the repair or replacement costs exceed $5,000; and
12. Maintaining any residential driveway pipes, unless the repair or replacement cost exceeds $5,000.

Each Party reserves the right to perform emergency maintenance on its roads for which maintenance responsibility would otherwise be transferred under this Agreement, if, due to exigent circumstances, the Party deems that immediate action is required in order to preserve the public health, safety, and welfare and that said maintenance cannot be accomplished in a timely manner under this Agreement.

B. Highway Permits – The responsibility for issuing highway permits and providing notice of certain permit-required work to the other Party shall be as follows:
   1. Overweight/oversize load permits – Permits for overweight and/or oversize loads shall be issued by the Party that has General Maintenance responsibility over the affected road.
   2. Utility permits – Utility permits include permits issued to utilities, companies, or individuals for the installation of pipes, conduits, sewers, power lines and poles, telephone lines and poles, television cables and poles, etc. Utility permits shall be issued by the Party that has General Maintenance responsibility over the affected road and right-of-way.
   3. Road Opening and Driveway Permits – Summit County and the City of Fairlawn shall retain their rights of issuing road opening permits and driveway culvert permits, and of inspecting work performed on their respective roads, regardless of whether the other Party has maintenance responsibility for those roads, or parts thereof.
   4. Notification – Each Party shall notify the other Party prior to permits being issued and allow a reasonable period of time for the other party to raise objections.

C. Traffic Signal Maintenance – Regular maintenance of traffic signals and warning flashers (collectively, "signal" or "signals") includes but is not limited to the following:
   1. Cleaning signal lenses;
   2. Replacing signal bulbs;
   3. Adjusting alignment of signal heads;
4. Adjusting visibility of signal faces by shielding with visors and/or hoods;
5. Inspecting all components and equipment;
6. Adjusting the signal cycles that affect only the timing of existing phases; and
7. Repairing and/or replacing damaged, malfunctioning, or deteriorated equipment, with
the following exceptions, which are beyond the scope of regular maintenance of
traffic signals as provided in this section:
   a. Installation of new steel strain poles and mast arms,
   b. Installation of new controller, and
   c. Installation of a new signal span wire and other necessary work associated with
      the installation of the new signal span wire.
   d. Any repair or replacement costs in excess of $5,000.

However, in an emergency situation, any of the work listed in section (7) above, may be
performed by the Party having Traffic Signal Maintenance responsibility for the signal
pursuant to this Agreement. In such case, the work shall be performed by force account
or emergency contract and all costs for labor, equipment, and other related expenditures
shall be shared equally by the Parties. In a non-emergency situation, if the Parties deem
that any of the work described in section (7) above, is necessary, the Parties shall
mutually agree that said work will be accomplished by contract or by a Party’s own
forces. All costs for labor, equipment, and other related expenditures shall be shared
equally by the Parties, regardless of whether the work is performed by contract or by
either of the Parties.

D. Capital Projects – This Agreement shall not apply to any Capital Projects or any other
significant roadway or traffic signals improvements that exceed $5,000. In the event that
Summit County and the City of Fairlawn agree that it is necessary and desirable for
maintenance, repair, reconstruction, or improvement to be performed on any road or
traffic signals that are the subject of this Agreement, but that such maintenance, repair,
reconstruction, or improvement is beyond the scope of work considered “General
Maintenance,” as defined in Section A, above, or beyond the scope of the work
considered “Traffic Signal Maintenance,” as defined by Section B, then such work shall be performed upon the following conditions:

1. Upon the Parties’ agreement of necessity, Summit County or the City of Fairlawn may, by mutual agreement, either secure a contract to accomplish the required work or Summit County or the City of Fairlawn may do the work with its own forces; and

2. The complete cost of the work shall be prorated, based on the lineal footage of the roadway owned by each Party at the time of the improvement, and the appropriate amount remitted to the Party that secured the contract and/or performed the work.

III. **SUMMIT COUNTY RESPONSIBILITIES**

Summit County shall be responsible for performing General Maintenance, as defined herein, within the rights-of-way of the roads, and Traffic Signal Maintenance as listed on the attached schedule and/or map titled “General Maintenance & Traffic Signal Maintenance.”

IV. **CITY OF FAIRLAWN RESPONSIBILITIES**

The City of Fairlawn shall be responsible for performing General Maintenance, as defined herein, within the rights-of-way of the roads, and Traffic Signal Maintenance as listed on the attached schedule and/or map titled “General Maintenance & Traffic Signal Maintenance.”

V. **INSPECTIONS**

Periodic inspections may be performed independently or jointly by representatives of either Party to determine the level of service being provided on the roadway systems. Any deficiencies shall be reported to the Party responsible for General Maintenance or Traffic Signal Maintenance as appropriate. Any identified deficiencies shall be corrected in a reasonable period of time by the Party responsible for maintenance.

VI. **DISPUTE RESOLUTION**

In the event a dispute arises regarding the performance of maintenance responsibilities as provided in this Agreement, written notification of such dispute shall be sent to the Director of Public Service for the Summit County Engineer and a designated representative of the City of
Fairlawn, as appropriate, within 30 days of the discovery of such act, event, or condition giving rise to the dispute. In such notification, the disputing Party shall present such evidence as may support their position. Within a reasonable time, the representatives for each Party shall review the facts and circumstances surrounding the dispute for the purpose of resolution. Said dispute shall be resolved within a reasonable period of time, not to exceed 60 days.

If the Parties are unable to resolve the dispute, either Party may resort to its legal remedies.

VII. **DURATION OF AGREEMENT**

Subject to Section IX, this Agreement shall be effective from the date of execution until terminated as provided herein.

Either Party may terminate this Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the desired date of termination. As soon as practical after such notice, both Parties shall jointly inspect the roads, streets and signals covered by this Agreement. Any identified deficiencies that would fall within the Responsibilities of the Parties shall be corrected within the 90 day termination period or as otherwise agreed by the Parties.

VIII. **ANNEXATION**

In the event that the City of Fairlawn takes steps to annex any territory or land adjacent to, abutting, or including any County Highway, then the City of Fairlawn shall provide Summit County with written notice of same at least ninety (90) days prior to the effective date of said annexation. Upon such notice of annexation and within the 90-day notice period, the Parties shall do one of the following:

A. Revise or amend this Agreement to address the maintenance responsibilities for County Highways included within, adjacent to, or abutting said annexation;
B. Terminate this Agreement; or
C. Acknowledge in writing that, although certain County Highway(s) are included within, adjacent to, or abutting said annexation, the Parties agree that no revision or amendment to this Agreement is necessary.
IX. MAINTENANCE LIABILITY

Each Party agrees to accept primary legal responsibility, as defined under, and limited by, Revised Code Chapter 2744, with respect to the maintenance of those portions of roadway for which General Maintenance responsibility is being accepted, and/or accept primary legal responsibility with respect to the maintenance of the traffic signals for which Traffic Signal Maintenance responsibility is being accepted under this Agreement. Except for the legal duty to maintain the roadways and traffic signals that has been expressly accepted under this Agreement, neither party shall be deemed to accept or to assume any other legal duty or responsibility on behalf of the other party, except as expressly set forth in this Agreement.

X. REPAIR AND RESTORATION

Summit County agrees to repair and restore to its prior condition any property or improvement that is damaged as a result of activities undertaken by Summit County on the City of Fairlawn streets pursuant to this Agreement. The City of Fairlawn agrees to repair and restore to its prior condition any property or improvement that is damaged as a result of activities undertaken by the City of Fairlawn on Summit County roads pursuant to this Agreement.

XI. HEADINGS

The headings provided in this Agreement are solely for the convenience of the Parties and do not have any effect on its terms.

XII. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on road and traffic signal maintenance, and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by both Parties may amend this Agreement.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first above written:

County of Summit

[Signature]
Alan Beubaker, P.E., P.S.
Summit County Engineer

Russ Pry
Summit County Executive

Approved As to Form:

[Signature]
County's Prosecutor's Office

City of Fairlawn

[Signature]
William J. Roth Jr., Mayor
City of Fairlawn, Ohio

Approved as to Form and Correctness:

[Signature]
Law Director/Prosecutor
Edward J. Riegler

Approved As To Form:

Deborah S Matz, Director
Department of Law
SUMMIT COUNTY ENGINEER

General Maintenance
Rothrock Road - From Sawgrass Closure to Springside Drive
Rothrock Loop - All
Springside Connector - All
Ghent Road - From Sourek Road North to Cleveland Massillon Road
Smith Road - From Bath Hills Boulevard East to the Fairlawn Corporation Line
Brookwall Drive - All
Springside Drive - All
Crystal Lake Road - All

Snow and Ice Control
Rothrock Road - From Sawgrass Closure to Springside Drive
Rothrock Loop - All
Springside Connector - All
Ghent Road - From Sourek Road North to Cleveland Massillon Road
Smith Road - From Bath Hills Boulevard East to the Fairlawn Corporation Line
Brookwall Drive - All
Springside Drive - All
Crystal Lake Road - All

Traffic Signals
Crystal Lake Road and S.R. 18
Cleveland Massillon Road and Springside Drive
Cleveland Massillon Road and Embassy Parkway
Cleveland Massillon Road and Ghent Road

CITY OF FAIRLAWN

General Maintenance
Ridgewood Road - From Cleveland Massillon Road to Miller Road
Cleveland Massillon Road - All sections between the northernmost and southernmost Corporation lines of Fairlawn
Rothrock Road - From Cleveland Massillon Road to Sawgrass Closure

Snow and Ice Control
Ridgewood Road - From Cleveland Massillon Road to Miller Road
Cleveland Massillon Road - All sections between the northernmost and southernmost Corporation lines of Fairlawn
Rothrock Road - From Cleveland Massillon Road to Sawgrass Closure

Traffic Signals
Cleveland Massillon Road and Elgin Road/Rosemont Boulevard
Cleveland Massillon Road and Rothrock Road
Cleveland Massillon Road and Brookwall Drive
Cleveland Massillon Road and Ridgewood Road (North)
Cleveland Massillon Road and Ridgewood Road (South)
School Flasher - Smith Road (Herberich Elementary School)