

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT REGARDING MAINTENANCE OF ROADWAYS LOCATED WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, the public interest of the Village requires the regular maintenance of roadways and appurtenances thereto located within the Village of Richfield; and

WHEREAS, the Village and the County of Summit, by the County Executive on behalf of the Summit County Engineer, desire to enter into an agreement to confirm the allocation of responsibility for general road maintenance, highway permits, traffic signal maintenance, and capital improvement projects; and

WHEREAS, this Council has determined that entering into the aforementioned agreement with the County of Summit is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit, State of Ohio, that:

SECTION 1. The Mayor is hereby authorized to enter into a Maintenance Agreement with the County of Summit, through the County Executive on behalf of the Summit County Engineer, with terms similar to that attached hereto as "Exhibit A."

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio, and for the further purpose of clarifying responsibility for maintenance, repair, and improvement costs between the Village and the County and so that actions consistent therewith continue without interruption; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1/6/15

Rick Haskin
President of Council

Bobbie Bashara
Mayor

Dated: 1/6/15

ATTEST:
Carolyn E. Sullivan
Clerk of Council

MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 20__, between the County of Summit ("Summit County"), by the County Executive on behalf of the Summit County Engineer, and _____, By its officials authorized to enter into such agreements and hereinafter referenced as the "Parties" and severally by name or as each "Party".

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

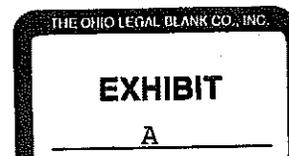
WHEREAS, the Parties agree that the Party accepting maintenance responsibility for a section of road and/or signals shall also accept legal liability with respect to maintenance of that section of road and/or signals as defined under Revised Code Chapter 2744; and

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

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 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 is specifically transferred to the other Party by this Agreement. 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 _____, This Agreement defines the maintenance responsibilities of Summit County and _____ for the full widths of these certain roads.

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;
 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 of 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;
 10. Berm repair;
 11. Ditch cleaning, including maintenance and minor repair of drainage systems and culverts; and
 12. Maintaining private residential driveway pipes.

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 _____ 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.
 - a. **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:
 - 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.

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.

No changes involving added or altered phasing shall be made to a signal system maintained pursuant to this Agreement without the express written consent of both Summit County and _____.

- D. Capital Projects** – In the event that Summit County and The _____ agree that it is necessary and desirable for maintenance, repair, reconstruction, or improvement to be performed on a road that is maintained pursuant to 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, then such work shall be performed upon the following conditions:
1. Upon the Parties' agreement of necessity, Summit County or _____ may, by mutual agreement, either secure a contract to accomplish the required work or Summit County or _____ may do the work with its own forces;
and

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

III. **SUMMIT COUNTY RESPONSIBILITIES**

General Maintenance – 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 map titled “General Maintenance & Traffic Signal maintenance”

IV. **CITY OF RESPONSIBILITIES**

General Maintenance – The _____ shall be responsible for performing General Maintenance, as defined herein, within the rights-of-way of the roads listed on the attached map titled “General Maintenance – Traffic Signals”

V. **DISPUTE RESOLUTION**

In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Director of Public Services for the Summit County Engineer and a designated representative of the _____, in writing within 90 days of discovery of such dispute.

In such notification, the disputing party shall present the evidence as may support their position. Within a reasonable, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

If the parties are unable to resolve the dispute, either party may resort to its legal remedies.

VI. **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. Any identified deficiencies shall be corrected in a reasonable period of time by the party responsible for maintenance.

VII. DURATION AND AMENDMENT

This Agreement shall be in effect for the period beginning on the date of execution of this Agreement and continuing for a period of One (1) year, after which time this Agreement will automatically renew annually until either of the Parties notifies the other that it desires to terminate this Agreement.

Either party may terminate this agreement by providing notice of termination in writing to the non-terminating Party, to the non-terminating Party, at least ninety (90) days prior to the expected date of termination. Both parties shall inspect the roads, streets and signals within the service area of this agreement. Any identified deficiencies shall be corrected within the 90 days termination period or as otherwise agreed by the parties.

In the event that the _____ takes steps to annex any territory or land adjacent to, abutting, or including any County Highway, then the _____ 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.

This Agreement may be revised or amended only by written instrument signed by both parties.

VIII. LEGISLATIVE ADOPTION

The Parties agree that this Agreement shall not become effective until such time as the legislative bodies of both Parties have, by ordinance or resolution, approved this agreement and accepted primary legal responsibility for those portions of roadway for which maintenance responsibility is being accepted under this Agreement.

IX. HEADINGS

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

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

XI. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the parties for cooperation on the project and supersedes all prior negotiations, representations or agreements either written or oral. Only a written instrument signed by each Party 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

Alan Brubaker, P.E., P.S.
Summit County Engineer

Name
Title

Russ Fry
Summit County Executive

Approved as to Form:

Approved as to Form and Correctness:

County's Prosecutor's Office

Law Director/Prosecutor

**MAINTENANCE AGREEMENT LIST
SUMMIT COUNTY ENGINEER AND
THE VILLAGE OF RICHFIELD
11/04/2010**

SUMMIT COUNTY ENGINEER

General Maintenance

Alger Road - From the Village of Richfield South Corporation Line to the Village of Richfield North Corporation Line

Everett Road - From the Village of Richfield East Corporation Line to the Village of Richfield West Corporation Line

Townsend Road - From the Village of Richfield South Corporation Line to the Village of Richfield North Corporation Line (west side only)

Snow and Ice Control

Brush Road - From Brecksville Road to the Village of Richfield East Corporation Line

Boston Mills Road - From Brecksville Road to the Village of Richfield East Corporation Line

Everett Road - From the Village of Richfield East Corporation Line to the Village of Richfield West Corporation Line

Southern Road - From the Village of Richfield South Corporation Line to Hawkins Road

Revere Road - From Everett Road to Wheatley Road

Traffic Signals

School Flasher - Everett Road (School Signal for Revere High & Middle School)

School Flasher - Revere Road School Signal (Hillcrest Elementary School)

Traffic Signal - Intersection of Cleveland Massillon Road / Brecksville Road and Everett Road

VILLAGE OF RICHFIELD

General Maintenance

Revere Road - From Everett Road to Wheatley Road

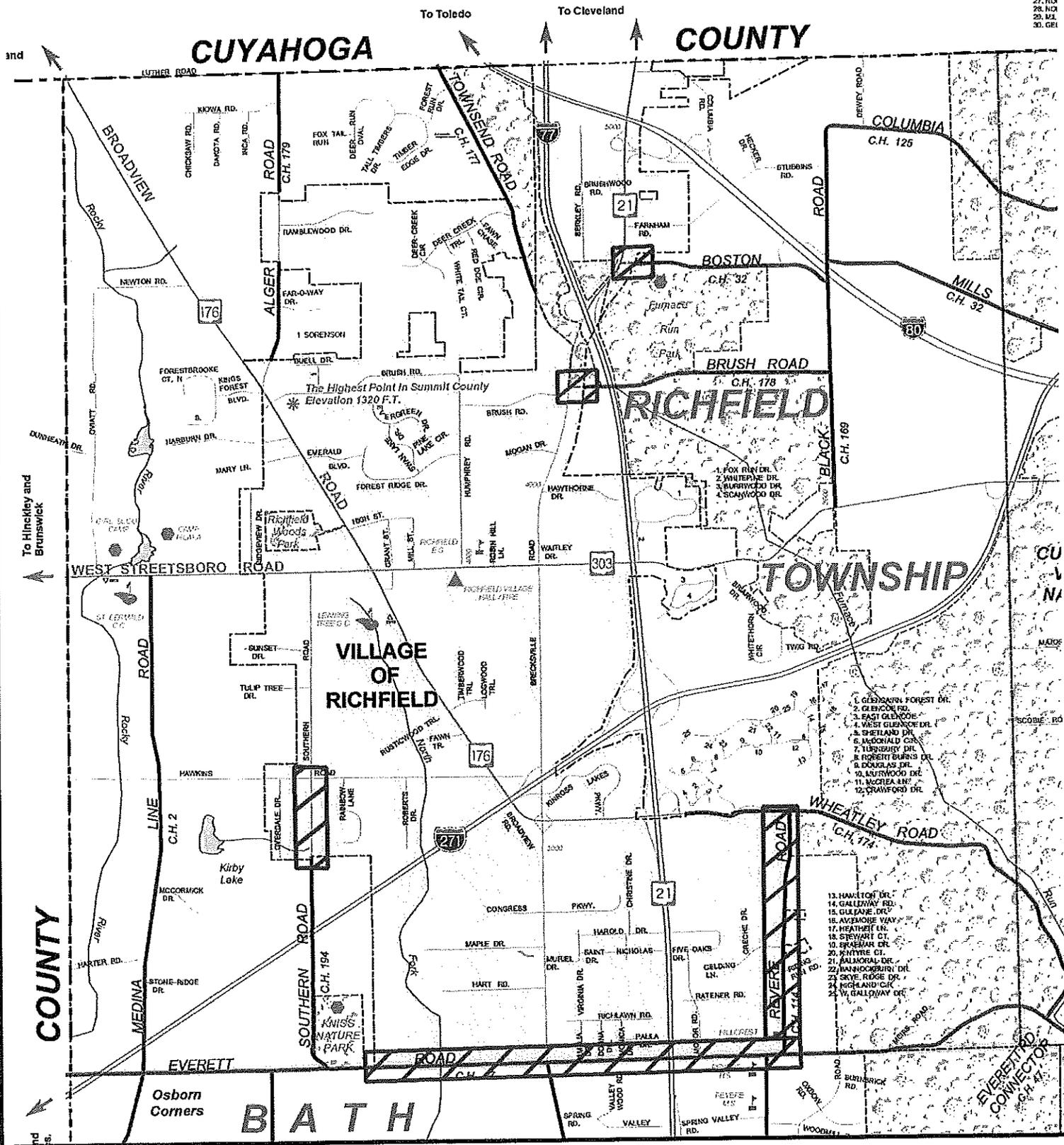
Snow and Ice Control

Alger Road - From Buell Drive/Village Corp. Limit to Luther Road (Cuyahoga County Line)

Townsend Road - From the Village of Richfield Corporation Line to the Cuyahoga County Line

Wheatley Road - From Revere Road to I-77

- 12. TIN
- 13. HES
- 14. SP
- 15. CE
- 16. PPH
- 17. PH
- 18. KE
- 19. ST
- 20. VA
- 21. RE
- 22. P.P
- 23. SP
- 24. WH
- 25. TLI
- 26. NO
- 27. HO
- 28. HO
- 29. MI
- 30. GEI



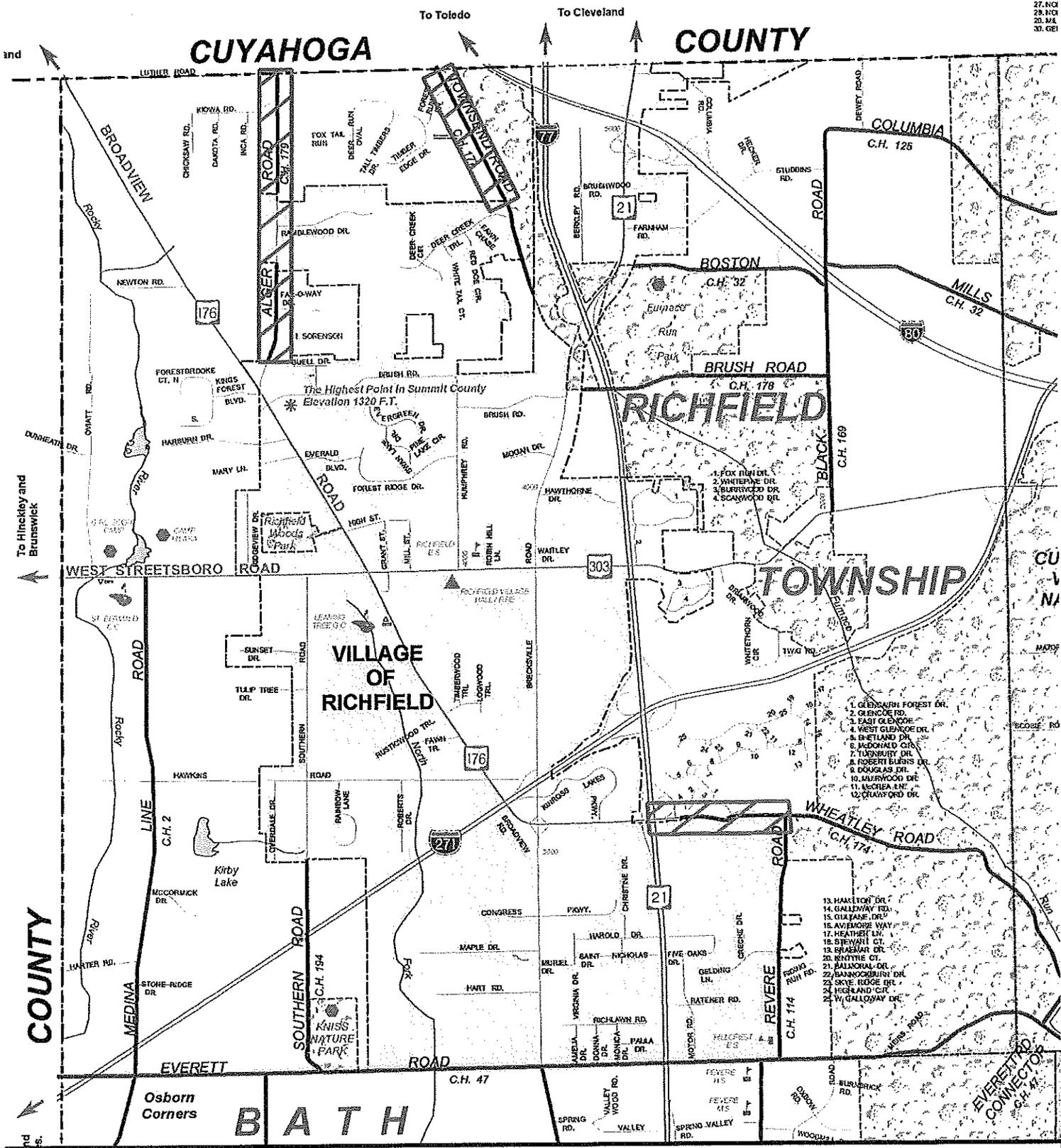
Summit County Engineer

Snow & Ice Control



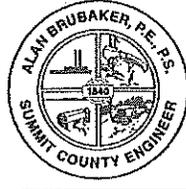
NOT TO SCALE

- 12. TRI
- 13. SD
- 14. SPI
- 15. CBI
- 16. FPH
- 17. PH
- 18. ME
- 19. SH
- 20. VM
- 21. FIE
- 22. PP
- 23. SPI
- 24. TH
- 25. VU
- 26. NO
- 27. NC
- 28. NC
- 29. ML
- 30. GEI



The Village of Richfield

Snow & Ice Control



NOT TO SCALE

Review: 2015 Maintenance Agreement with Summit County

By: Melanie Baker, Service Director

Date: 12/31/2014

There are not that many substantive changes to the agreement compared to the prior agreement as approved in Resolution 84-2002.

Page #1 The new WHEREAS, reviews the liability issue with each party on the maintenance portion of their respective roads. This liability is the same as what we follow for Village Roads and has always been in place when it comes to maintenance of roads.

Page #3 Road Opening and Driveway Permits – this is the same as before except that now we will be notifying each other for every permit given on the others road. The old agreement just had us giving notice for oversized vehicles and utility work only.

Page #5 Once I have the maps I can verify that the roads and singnals are the same as we currently have in place. I spoke with Patrick Dobbins from Summit County and he stated that the roads and signals are the same and he will create the map and get it to me.

Inspections is new and I like this idea of doing inspections of the roads for level of service. I will be looking into doing this as a project with Summit County this summer with an outside firm.

Page #7 Legislative Adoption is new. This just refers to agreement effective dates.

Extent of Agreement is new. This refers to the extent of the contract.

I am comfortable with all the changes and once I can confirm the roads and signals I will be recommending adoption of this legislation.

MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 20__, between the County of Summit ("Summit County"), by the County Executive on behalf of the Summit County Engineer, and _____, By its officials authorized to enter into such agreements and hereinafter referenced as the "Parties" and severally by name or as each "Party".

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

This is new.

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;

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 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 is specifically transferred to the other Party by this Agreement. 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 _____ . This Agreement defines the maintenance responsibilities of Summit County and _____ for the full widths of these certain roads.

Change title from - Definitions to Scope.

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;
 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 ^{or} Party shall not be responsible for erection of additional regulatory signing ~~of~~ 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;
 10. Berm repair;
 11. Ditch cleaning, including maintenance and minor repair of drainage systems and culverts; and
 12. Maintaining private residential driveway pipes.

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.
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 - a. **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.

There used to be additional language only sighting 2 instances of notification: One was for oversized vehicles and the other was for utility work.

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:
 - 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.

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.

No changes involving added or altered phasing shall be made to a signal system maintained pursuant to this Agreement without the express written consent of both Summit County and _____.

Change title from -
Unusual Maintenance
to Capital Projects

D. **Capital Projects** - In the event that Summit County and The _____ agree that it is necessary and desirable for maintenance, repair, reconstruction, or improvement to be performed on a road that is maintained pursuant to 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, then such work shall be performed upon the following conditions:

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

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

III. **SUMMIT COUNTY RESPONSIBILITIES**

Uses a map verses writing it all out.

General Maintenance – 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 map titled “General Maintenance & Traffic Signal maintenance”

IV. **CITY OF RESPONSIBILITIES**

Uses a map verses writing it all out.

Need to verify signals.

General Maintenance – The _____ shall be responsible for performing General Maintenance, as defined herein, within the rights-of-way of the roads listed on the attached map titled “General Maintenance – Traffic Signals”

V. **DISPUTE RESOLUTION**

No billing for work done.

Change title from - Invoices and Payments to Dispute Resolution

In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Director of Public Services for the Summit County Engineer and a designated representative of the _____, in writing within 90 days of discovery of such dispute.

In such notification, the disputing party shall present the evidence as may support their position. ~~Within a reasonable~~, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

If the parties are unable to resolve the dispute, either party may resort to its legal remedies.

VI. **INSPECTIONS**

This is new.

Periodic inspections may be performed independently or jointly by representatives of either party, to determine the level of service being provided on the roadway

<p>systems. Any deficiencies shall be reported to the party responsible for General Maintenance or Traffic Signal Maintenance. Any identified deficiencies shall be corrected in a reasonable period of time by the party responsible for maintenance.</p>
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VII. DURATION AND AMENDMENT

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Either party may terminate this agreement by providing notice of termination in writing to the non-terminating Party, ~~to the non-terminating Party~~, at least ninety (90) days prior to the expected date of termination. Both parties shall inspect the roads, streets and signals within the service area of this agreement. Any identified deficiencies shall be corrected within the 90 days termination period or as otherwise agreed by the parties.

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- 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.

This Agreement may be revised or amended only by written instrument signed by both parties.

This is new.

VIII. LEGISLATIVE ADOPTION

The Parties agree that this Agreement shall not become effective until such time as the legislative bodies of both Parties have, by ordinance or resolution, approved this agreement and accepted primary legal responsibility for those portions of roadway for which maintenance responsibility is being accepted under this Agreement.

IX. HEADINGS

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

This is new.

XI. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the parties for cooperation on the project and supersedes all prior negotiations, representations or agreements either written or oral. Only a written instrument signed by each Party 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

Alan Brubaker, P.E., P.S.
Summit County Engineer

Name
Title

Russ Pry
Summit County Executive

Approved as to Form:

Approved as to Form and Correctness:

County's Prosecutor's Office

Law Director/Prosecutor