**ODOT Agreement # \_\_\_\_\_\_\_\_\_**

**Consent Ordinance # \_\_\_\_\_\_\_\_**

**Agreement for School Signs with Beacons**

THIS AGREEMENT is made and entered into by and between the STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "ODOT"), the \_\_\_\_\_\_\_\_\_\_\_ School District (hereinafter referred to as the "SCHOOL") and collectively referred to as the Parties.

WHEREAS, the SCHOOL has requested School Sign(s) with Beacons, specifically [describe sign(s) requested – speed limit/school entrance…] (hereinafter referred to as “SIGNS”) be installed on [insert name of State Highway and location]; and

WHEREAS, ODOT has agreed to install the requested SIGNS conditioned upon the Parties fulfilling their respective responsibilities as it pertains to the installation, operation and maintenance of said SIGNS and appurtenances.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree to the following:

A. Responsibilities of the Parties

1. ODOT shall bear the cost and develop the plans for the installation of the SIGNS, and furnish, install, maintain and repair all SIGNS and appurtenances located within the highway right-of-way.

2. The SCHOOL shall bear the cost and furnish, install, maintain and repair all SIGN appurtenances located on the SCHOOL's property.

3. [Select one and delete the other options including the Note]

 The SCHOOL shall furnish the electric energy required for the operation of the SIGNS and appurtenances.

 or

 ODOT shall furnish the electrical energy required for the operation of the SIGNS and appurtenances.

 or

[if solar powered] ODOT shall be responsible for the replacement of all solar panels and appurtenances for the operation of the SIGNS.

4. The SCHOOL shall determine appropriate times of operation of the SIGNS in accordance with the Ohio Revised Code and shall obtain concurrence from ODOT.

5. [Select one and delete the other options including the Note]

The SCHOOL shall program and operate the timers controlling the SIGNS in accordance with the times of operation determined by the SCHOOL and agreed upon by ODOT, and in accordance with the Ohio Revised Code and the Ohio Manual of Uniform Traffic Control Devices. [Note: For use with manually operated signs.]

 or

The SCHOOL shall program and operate the timer in accordance with the times of operation determined by the SCHOOL and agreed upon by ODOT, and in accordance with the Ohio Revised Code and the Ohio Manual of Uniform Traffic Control Devices. [Note: For use with timers located in the school building.]

 or

The STATE shall program and operate the timer in accordance with the times of operation determined by the SCHOOL and agreed upon by ODOT, and in accordance with the Ohio Revised Code and the Ohio Manual of Uniform Traffic Control Devices. [Note: For use with timers located on the highway right-of-way.]

 or

The SCHOOL shall purchase, maintain, repair and replace all remote internet-based communication controllers and shall program and operate the timers controlling the SIGNS in accordance with the times of operation determined by the SCHOOL and agreed upon by ODOT, and in accordance with the Ohio Revised Code and the Ohio Manual of Uniform Traffic Control Devices. [Note: For use with internet-/web-based remote communication control of the beacons.]

6. ODOT will remove the SIGNS and appurtenances located within the highway right-of-way whenever it is determined by ODOT that is the SIGNS are no longer justified, and this Agreement shall thereupon terminate.

B. General Provisions

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and/or assigns.

 2. Any modifications to this Agreement shall be agreed to by all Parties in writing.

3. Any Party may terminate this Agreement upon ninety (90) day written notice to the other Party.

4. The ODOT District Deputy Director shall have authority to ensure the compliance with the provisions of this Agreement.

5. Each Party shall be responsible for all loss, liability, and damages to persons or property caused by its own actions or failure to act.

6. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to do so.

7. Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

The Parties hereto have caused this agreement to be executed by their duly authorized officers or agents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **School District**

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE OHIO DEPARTMENT OF TRANSPORTATION**

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jack Marchbanks, Director