

PEDESTRIAN SAFETY IMPROVEMENTS AGREEMENT

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated JUNE 16 2021, is an agreement made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City"). KSU and the City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, KSU and the City desire to improve the safety for pedestrians within the City and KSU Campus; and

WHEREAS, KSU, in cooperation with the City, has commissioned a Campus Crosswalk Evaluation (Attachment A) to evaluate potential improvements to twenty seven (27) different crosswalk locations in and around campus; and

WHEREAS, the Campus Crosswalk Evaluation included Phase I recommendations to seventeen (17) locations, sixteen (16) of which are located within the City Right-of-Ways.

WHEREAS, the Phase I Recommendations are hereinafter referred to as the "Project" and have an estimated out-of-pocket cost of \$28,300;

NOW THEREFORE, The City and KSU hereby agree to collaborate on implementation of the Project as follows:

City:

- City will implement all of the Project recommendations that involve changes to the traffic signal system with in-house staff and the costs of such implementation shall not be included in out-of-pocket Project costs.
- The City will expeditiously review all shop drawings associated with the Project. Shop drawing approval from the City is required prior to any installations in the City Right-of-Way.
- The City will pay 50% of the out-of-pocket Project costs, up to \$15,000, based upon invoices from KSU.
- City will own all Project improvements in the public right-of-way.

KSU:

- KSU will manage and coordinate construction services for the implementation of the Project that do not involve traffic signal changes.

- KSU, or their designated representative, will provide shop drawings to the City for approval prior to purchasing or installing any improvements in the City's Right-of-Way.
- KSU will be the primary funding agency during construction of the Project.
- KSU will provide invoices to the City requesting reimbursement for one-half of the out-of-pocket costs associated with the construction of the Project, up to \$15,000.
- KSU will own all Project improvements on KSU Property.

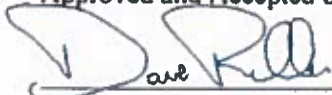
Schedule:

The City and KSU will diligently pursue completion of the Project by September 30, 2021. This date can be adjusted by the mutual agreement of both parties.

In witness whereof, the Parties hereto have agreed and offered their hands and seals:

CITY OF KENT

Approved and Accepted by:

 _____

Dave Ruller
City of Kent, City Manager

Witness:  _____

Witness: _____

Date: August 5, 2021

Approved as to Form:

 _____

Hope Jones
City of Kent, Law Director

Date: 8-6-2021

Certificate of Director of Budget and Finance

It is hereby certified that the amount FIFTEEN THOUSAND Dollars (\$15,000) required to meet this commitment has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund free from any obligation or certificates now outstanding.

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Rhonda Hall, Director of Budget and Finance

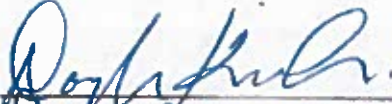

August 6, 2021
Date

KENT STATE UNIVERSITY

Approved and Accepted by:


Mark Polatajko,
Senior Vice President, *FINANCE*
Asst for Administration

Date: 6/16/2021

Witness: 
Witness: 

Douglas Kubinski
Approved as to
Legal Form and
Sufficiency for
Kent State
University 2021.06.1
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