

**MEMORANDUM OF UNDERSTANDING
AMONG THE VILLAGE OF HUNTING VALLEY, RUSSELL TOWNSHIP,
AND THE GEAUGA COUNTY ENGINEER FOR SURVEY WORK
FOR JOINT RECONSTRUCTION OF COUNTY LINE ROAD**

This Memorandum of Understanding is entered into this _____ day of _____, 2017 among the Village of Hunting Valley (hereinafter referred to as the "Village"), Russell Township (hereinafter referred to as the "Township"), and the Geauga County Engineer (hereinafter referred to as the "Engineer") (hereinafter collectively referred to as the "Parties").

PURPOSE:

In 2018, the Village and the Township intend to jointly reconstruct their commonly-shared road, TR-93, County Line Road. The joint reconstruction will consist of approximately 3.12 miles of County Line Road that is located in the Township in Geauga County, Ohio and approximately 0.6 miles of County Line Road that is located in the Village in Cuyahoga County, Ohio (hereinafter referred to as the "Project").

SPECIFIC PROVISIONS:

The Township and the Village agree that the Engineer has a statutory duty to provide professional surveying services for the Project only to the Township and the Township and Village agree that the Engineer does not have a statutory duty to provide professional surveying services to the Village.

The Village has retained its own private engineer, GPD Group, to provide professional surveying services for the Project. GPD Group's professional surveying services will be performed in accordance with GPD Group's proposal and agreement between the Village and GPD Group. The Township and the Village agree that the Engineer will have approval authority over the final GPD Group surveying quote for the Project.

In consideration of the surveying services performed by GPD on behalf of the Engineer and the Township, the Engineer agrees to reimburse the Village for 50% of all professional surveying costs incurred by the Village based on the approved estimate by the Engineer for surveying services related only to the Project, and specifically, only to portions of County Line Road in the Township located in Geauga County, Ohio. Further, the Engineer will not be responsible to reimburse the Village more than \$30,000.00 maximum of the 50% of surveying services for the Project.

The Engineer agrees to reimburse the Village for 50%, not to exceed \$30,000.00 of the professional surveying costs of the Project no later than _____, 2017.

The Engineer further agrees that the Village shall have full legal recourse against the Engineer should the Engineer fail to make such reimbursement to the Village for the professional surveying costs incurred by the Village for the Project.

The Parties further agree that, at all times herein, the duties of the Township and Village to maintain their respective roads do not transfer to the Engineer and this Memorandum of Understanding does not in any way diminish the Township's and/or the Village's responsibilities to their roads.

GENERAL PROVISIONS:

The Parties agree that this Memorandum of Understanding supersedes any and all agreements, verbal or otherwise, among the Village, the Township, and the Engineer regarding design work for paving projects.

The Parties also agree that this Memorandum of Understanding constitutes the entire agreement among the Parties and any change or modifications to this Memorandum of Understanding shall be made and agreed to by the Parties in writing.

This Memorandum of Understanding shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Ohio.

Agreed and approved by:

Richard R. Hollington, Jr., Mayor
The Village of Hunting Valley

Justin Madden
Russell Township Trustee

Approved as to form:

Jim Mueller
Russell Township Trustee

Law Director

Gary Gabram
Russell Township Trustee

ATTEST:

Charles Walder
Russell Township Fiscal Officer

Joe Cattell
Geauga County Engineer