

**MEMORANDUM OF UNDERSTANDING
BETWEEN RUSSELL TOWNSHIP
AND THE VILLAGE OF HUNTING VALLEY**

This Memorandum of Understanding ("MOU") is entered into by and between Russell Township, Geauga County, Ohio (hereinafter referred to as the "Township") and the Village of Hunting Valley, Cuyahoga County, Ohio (hereinafter referred to as the "Village") (hereinafter collectively referred to as the "Parties").

WHEREAS, the Parties have adjacent responsibilities regarding County Line Road (designated road name in both the unincorporated area of Russell Township and the incorporated area of Hunting Valley Village), also known as TR-93 (within the unincorporated area of Russell Township);

WHEREAS, the Parties intend to jointly reconstruct County Line Road, in Geauga County, Ohio, in 2018 (hereinafter referred to as the "Reconstruction Project");

WHEREAS, the Project Limits are a 3.12-mile segment of County Line Road, portions of which the Parties mutually own and maintain;

WHEREAS, engineering services for the Reconstruction Project are addressed in a separate Project MOU among the Township, the Village, and the Geauga County Engineer;

WHEREAS, the Parties have each determined that it is mutually beneficial to memorialize this cost-sharing agreement concerning additional costs related to the Reconstruction Project;

AND, WHEREAS, both Parties have had the opportunity to discuss their individual roles within this agreement, and finding them agreeable, have entered into this MOU.

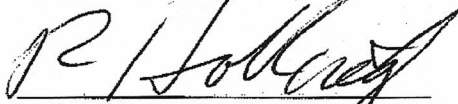
NOW, THEREFORE, in consideration of the promises and covenants as set forth below, the Parties do hereby mutually agree as follows:

- I. In addition to the costs and responsibilities outlined by the Project MOU, further costs may arise related to the Reconstruction Project within the Project Limits.
- II. For the purposes of this MOU, such other costs may include, but are not limited to, the following costs within and adjoining to the Reconstruction Project Limits:
 - a. Drainage, grading, and roadway improvements;
 - b. Tree-clearing;

- c. Waterline relocation; and
 - d. Driveway restoration.
- III. All Additional Costs shall be equally shared between the Parties as follows:
 - a. The Township agrees to pay fifty-percent (50 %) of Additional Costs; and
 - b. The Village agrees to pay fifty-percent (50 %) of Additional Costs.
- IV. At all times herein, the duties of the Township and Village to maintain their respective roads do not transfer, and this MOU does not in any way diminish the Township's and/or the Village's responsibilities to their roads.
- V. Further, this MOU represents the Parties' cost-sharing agreement, and in no way denotes any division or sharing of responsibility or liability for losses, damages, thefts, injuries (including death), expenses, demands, suits, liabilities, and claims sustained or alleged to have been sustained directly or indirectly in connection with, or to have arisen out of, or resulting from any service, work, operation, performance, or associated incidents from the actions or omissions undertaken by the Parties, their subcontractor(s), agent(s), and employee(s), including all losses, damages, thefts, injuries (including death), expenses, demands, suits, liabilities, and claims sustained by the Parties.
- VI. This MOU supersedes any and all agreements, verbal or otherwise, between the Village and the Township regarding this contemplated Reconstruction Project or any other paving or reconstruction projects.
- VII. No change or modification of this MOU will be valid unless the same is in writing and signed by all the Parties.
- VIII. This MOU may be executed in separate, identical counterparts, which, together, shall constitute a single document.
- IX. This MOU shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Ohio. Any litigation arising hereunder shall be brought in a court of competent jurisdiction of Geauga County, Ohio.

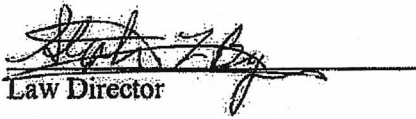
IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Understanding, as of the date of the last signature below.

Agreed and approved by:



Richard R. Hollington, Jr., Mayor | 2.8.16
The Village of Hunting Valley

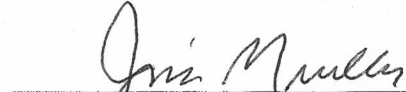
Approved as to form:


Law Director

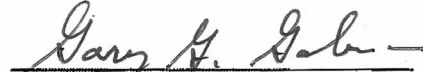
Agreed and approved by:



Justin Madden
Russell Township Trustee



Jim Mueller
Russell Township Trustee



Gary Gabram
Russell Township Trustee

ATTEST:



Charles Walder
Russell Township Fiscal Officer

Approved as to form:

Assistant County Prosecutor