

SNOW AND ICE CONTROL AGREEMENT
AMONG GEAUGA COUNTY BOARD OF COMMISSIONERS,
GEAUGA COUNTY ENGINEER AND RUSSELL TOWNSHIP BOARD OF TRUSTEES

This Agreement is made this 4th day of September 2019, among the Geauga County Board of Commissioners (hereinafter referred to as the "Commissioners"), Geauga County Engineer (hereinafter referred to as the "Engineer"), and the Russell Township Board of Trustees (hereinafter referred to as "Russell") (collectively referred to as the "Parties.")

1.0 PURPOSE

1.1 The Purpose of this Agreement is to enable Russell to provide snow and ice control and material application on certain county roads in Russell Township for the winter seasons of 2019-2020.

2.0 SPECIFIC PROVISIONS

2.1 The following county roads located in Russell Township are covered by this Agreement:

- a. Fairmount Road (CH 16) – Hunting Valley Village Line to Sperry Road (CH 12) for 4.64 miles; and
- b. Russell Road (CH 20) – Cuyahoga County Line to State Route 87 (Kinsman Road) for 1.245 miles; and
- c. Caves Road (CH 30) – State Route 87 (Kinsman Road) to Russell/Chester Township Line for 2.743 miles.

The total amount of mileage for these three (3) roads and the express distances herein is 8.628 miles.

2.2 The Parties agree that Russell will provide all necessary manpower, equipment, and materials for removing snow and ice, and applying salt, cinders, and brine materials to the county roads listed in Section 2.1 of this Agreement according to the cost schedule listed in Section 2.3 of this agreement.

2.3 The Parties agree that the Engineer will pay Russell the sum \$33,778.81 for snow and ice control and material application on the county roads listed in Section 2.1 of this Agreement for the 2019-2020 winter seasons. The payment of \$33,778.81 will be provided from the Engineer's M&R Fund to Russell in the second quarter in 2020.

2.4 The Parties further agree that the Engineer will continue to provide all other maintenance and improvement work on the county roads listed in Section 2.1 of this Agreement, including but not limited to drainage, culverts, pavement repairs, resurfacing, and reconstruction.

2.5 Russell agrees to hold harmless the Commissioners and the Engineer, as well as their agents and employees, from all claims for personal injury, property damage, or otherwise arising from Russell's performance under this Agreement. The Parties also agree that Russell will add the Commissioners as an additionally insured on Russell's liability policy.

3.0 GENERAL PROVISIONS

3.1 The Parties agree that this Agreement supersedes any and all agreements among the Commissioners, Engineer, and Russell regarding snow and ice control.

3.2 This Agreement constitutes the entire agreement among the Parties and any change or modifications to this Agreement shall be made and agreed to by the Parties in writing.

3.3 This Agreement shall be construed and interpreted, and the right of the Parties determined, in accordance with the laws of the State of Ohio.

Approved by:

Geauga County Commissioners

Date: _____

Russell Township Board of Trustees

Date: 9/4/19

The Geauga County Engineer

Date: _____