

MEMORANDUM OF UNDERSTANDING**between the****Cuyahoga County Planning Commission
and
[City, Village, or Township Name]****1. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2020, (the "Effective Date"), by and between the Cuyahoga County Planning Commission (hereinafter referred to as "County Planning"), a county planning commission established pursuant to the Ohio Revised Code §713.22, located at 2079 East 9th Street, Suite 5-300 Cleveland, Ohio 44115 and the [City, Village, or Township Name] (hereinafter referred to as ["City", "Village", or Township"]), a municipal corporation, located at [address] for the purpose of producing the [City, Village, or Township Name] [Project Title] (hereinafter referred to as the "Project").

County Planning and ["City", "Village", or Township"] shall work together to [brief description of scope of service]. Both County Planning and ["City", "Village", or Township"] agree to the steps described in this MOU and agree to the following terms.

2. PURPOSE

This MOU describes the steps that will be undertaken to produce the Project for the ["City", "Village", or Township"]. County Planning and ["City", "Village", or Township"] shall work together to accomplish the goals and objectives of the Project as outlined in the Scope of Work. County Planning will guide the development of the Project and necessary processes to meet the needs of ["City", "Village", or Township"]. The Scope of Work is attached hereto as Attachment "A." Attachment "A" is incorporated herein and made a part hereof as if fully rewritten herein.

3. PROJECT TIMELINE

The Project Timeline is attached hereto as Attachment "B." Attachment "B" is incorporated herein and made a part hereof as if fully rewritten herein. The Project Timeline may be amended by agreement of the parties hereto in writing.

4. EFFECTIVE DATE AND TERM

The term of this MOU shall be for the period beginning on the effective date written herein above and ending on the earlier of the completion of the Scope of Work or [end date]. The term of the MOU may be extended by agreement of the parties hereto in writing.

5. FUNDING

["City", "Village", or Township"] acknowledges that the professional planning services for the completion of the Project described herein were awarded to the ["City", "Village", or Township"]

through a competitive grant application process conducted by County Planning. Further, ["City", "Village", or Township"] acknowledges that the professional services provided by County Planning are limited by the Scope of Work and the extent of grant funding awarded.

6. ["CITY", "VILLAGE", OR TOWNSHIP"] SUPPLEMENTAL FUNDS (only if applicable to cover County Planning costs not eligible through the Community Planning Grant Program) The ["City", "Village", or Township"] has agreed to provide County Planning with supplementary funding to develop the Project. In addition to the County Planning grant award this funding will help County Planning and ["City", "Village", or Township"] work together to develop and carry out the goals and objectives outlined in the Scope of Work. The estimated project costs based on the objectives described in the Scope of Work and sources of funding are described in Supplementary Funding attached hereto as Attachment "C". Attachment "C" is incorporated herein and made a part hereof as if fully rewritten herein.

7. ADDITIONAL WORK

In the event the ["City", "Village", or Township"] wishes to have County Planning conduct additional work outside the Scope of Work attached hereto, such work with its associated costs, if any, shall become the subject of a separate and mutually agreed upon contract between the parties.

8. COORDINATION WITH ["CITY", "VILLAGE", OR TOWNSHIP"] CONSULTANTS

The ["City", "Village", or Township"] maintains ongoing contracts with consultants for professional services, including, but not limited to, engineering. County Planning shall make every effort to collaborate with the ["City", "Village", or Township"] consultants to ensure that their recommendations are considered and incorporated into the Project where applicable.

9. GENERAL TERMS OF UNDERSTANDING

The general terms of this Memorandum of Understanding are outlined below.

- A. This MOU may be amended or modified at any time in writing by mutual agreement of the parties hereto. In addition, this MOU may be cancelled by either party with thirty (30) days advance written notice pursuant to the methods provided herein.
- B. Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or by U.S. mail, to the following:

["City, Village, or Township name"]
Mayor's Name, Mayor
City address
City, Ohio zip

Cuyahoga County Planning Commission
Shawn Leininger, AICP, Executive Director
2079 East 9th Street, Suite 5-300
Cleveland, Ohio 44115

- C. Any item produced under this MOU including any documents, data, maps, photographs and negatives, electronic reports/records, or other media, are the property of County Planning. County Planning hereby grants to the ["City", "Village", or Township"] an

unrestricted license to reproduce, distribute, maintain and use the deliverables. To the extent such items are original works of authorship or products created and developed by County Planning, County Planning retains any and all rights, title and interest in any new or preexisting intellectual property. County Planning agrees not to obtain copyright, patent, or other proprietary protection for the deliverables produced in connection with this MOU.

- D. County Planning and ["City", "Village", or Township"] acknowledge that they are both public bodies and/or public offices subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication and any and all documents in any format or media.
- E. In the event of any dispute or disagreement between County Planning and ["City", "Village", or Township"] with respect to the interpretation of any provision of this MOU, or with respect to the performance of the Scope of Work hereunder by County Planning which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
- 1) Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - 2) No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - 3) The rights and obligations of the parties under this Section shall not limit either party's right to terminate this MOU as otherwise permitted hereunder.
- F. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- G. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

- H. Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- I. This MOU constitutes the entire understanding of the parties pertaining to all matters contemplated hereunder at this time. The parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU.
- J. By entering into this Agreement, the parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by County Planning and ["City", "Village", or Township"] may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or ["City", "Village", or Township"] to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This MOU is hereby agreed, acknowledged and executed by the duly authorized representatives below.

**For
["CITY", "VILLAGE", OR TOWNSHIP"]**

**For
CUYAHOGA COUNTY
PLANNING COMMISSION**

[Name]
[Title]

Shawn Leininger, AICP
Executive Director

Date

Date