

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Cuyahoga County Planning Commission**  
**and**  
**The City of Parma**

This Memorandum of Understanding (MOU) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 (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 9<sup>th</sup> Street, Suite 5-300 Cleveland, Ohio 44115 and the City of Parma, Ohio (hereinafter referred to as "Parma"), a municipal corporation, located at 6611 Ridge Road, Parma, Ohio 44129 for the purpose of establishing and achieving various goals and objectives relating to the Parma Town Center Master Plan (hereinafter referred to as the "Master Plan").

**WHEREAS**, County Planning and Parma desire to enter into a memorandum agreement in which they will work together to accomplish the goals and objectives of the Master Plan, with a specific focus on the Shoppes of Parma and surrounding area, set forth in the Scope of Work; and

**WHEREAS**, County Planning and Parma desire to enter an understanding setting out all working arrangements necessary to complete the Master Plan.

**NOW, THEREFORE**, it is mutually agreed by and between County Planning and Parma as follows:

**Purpose and Scope.** This Memorandum of Understanding is intended to provide the cornerstone and structure for the development of a Master Plan for the Parma Town Center area in the City of Parma, Ohio as outlined in the Scope of Work. 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.

**Objective.** County Planning and Parma shall endeavor to work together to develop and establish processes, roles, responsibilities, tasks and deliverables that will result in the development of a Master Plan for Parma Town Center area in the City of Parma.

**Obligation of the Parties.** It is the desire and the wish of County Planning and Parma that this MOU not be a formal contract or indenture, but rather an agreement between the parties to work together in such a manner that would promote the genuine atmosphere of collaboration and partnership necessary to prepare the Master Plan.

**Master Plan Timeline.** The Master Plan Timeline is attached hereto as Attachment "B." Attachment "B" is incorporated herein and made a part hereof as if fully rewritten herein.

**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 June 30, 2018. This MOU may be extended by mutual agreement of the parties hereto in writing.

**Funding.** Parma acknowledges that the professional services for the completion of the Master Plan described herein were awarded to Parma through a competitive application process conducted by County Planning. Further, Parma acknowledges that the professional services provided by County Planning are limited by the Scope of Work and the extent of grant funding.

**Additional Work.** In the event that Parma wishes to have County Planning conduct additional work outside the Scope of Work attached hereto, such work with its associated costs may become the subject of separate and mutually agreed contract between the parties.

**Coordination with City Consultants.** The City of Parma maintains ongoing contracts with several consultants for professional services, including, but not limited to, planning, engineering, and urban design. County Planning shall collaborate with the City's consultants, and ensure that their recommendations are incorporated into the Master Plan.

**General Terms of Understanding.** The general terms of this Memorandum of Understanding are outlined below.

1. This MOU may be amended or modified at any time in writing by mutual agreement of 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.
2. Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following:

Cuyahoga County Planning Commission  
Mr. Glenn Coyne, FAICP  
Executive Director  
2079 East 9<sup>th</sup> Street, Suite 5-300  
Cleveland, Ohio 44115

City of Parma  
Timothy DeGeeter, Mayor  
6611 Ridge Road  
Parma, Ohio 44129

3. 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 of Parma 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 Agreement.
4. County Planning and Parma acknowledge that they are both public bodies and/or public offices subject 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.
5. In the event of any dispute or disagreement between County Planning and Parma 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:

- a) Each Party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
  - b) 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
  - c) 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.
6. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
  7. 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.
  8. 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, which approval shall not be unreasonably withheld.
  9. 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.
  10. 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 Parma may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or Parma 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 OF PARMA**

**For  
CUYAHOGA COUNTY  
PLANNING COMMISSION**

---

Timothy DeGeeter, Mayor

---

Glenn Coyne, FAICP  
Executive Director

---

Date

---

Date