

RESOLUTION NO 42-2006

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH KENNETH L. CRANDALL FOR PROFESSIONAL PLANNING SERVICES

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Kenneth L. Crandall for professional planning services, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6/6/06

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 6/6/06

ATTEST:

Carolyn E. Sullivan  
Clerk of Council



## AGREEMENT

THIS AGREEMENT is entered into as of the 6<sup>th</sup> day of June 2006 by and between the VILLAGE OF RICHFIELD, OHIO, ("Village"), 4410 W. Streetsboro Road, Richfield, Ohio 44286 and KENNETH L. CRANDALL ("Consultant").

WHEREAS, The Village desires to engage the services of a consultant to provide professional planning services to the Village; and

WHEREAS, the Consultant has submitted a proposal to provide professional planning services to the Village, and

WHEREAS, the proposal is acceptable to the Village and has been authorized by Village Council Resolution No. 42 -2006 adopted on June 6, 2006.

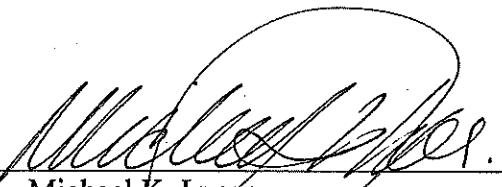
NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties, in consideration of the mutual covenants herein set forth:

1. Scope of Services. Consultant agrees to perform professional planning services required by the Village as so requested from time to time by either the Mayor, Council (by motion) or the Chairman of the Planning Commission of Richfield.
2. Compensation. As compensation for the foregoing services, Consultant shall charge Richfield as follows:
  - A. \$175.00 per meeting for all Council, Commission or Board meetings attended.
  - B. \$65.00 per hour for all professional consulting services.
3. General Terms and Conditions.
  - A. Consultant will attend meetings of the Planning Commission when requested by the Chairman and all meetings of Council when requested by the President of Council.
  - B. Consultant shall act solely as an independent contractor in performance of this Agreement and represents that he will provide all required Workers' Compensation and Unemployment Compensation Insurance for himself and shall furnish Richfield with all requested documents confirming such coverage.
  - C. The services of Consultant shall commence immediately upon the date of execution of the Agreement and shall continue in full force an effect until terminated by either the Consultant or by Richfield with thirty (30) days prior written notice to the other party.

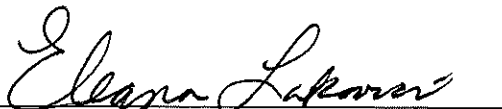
- D. So long as Consultant's actions were taken in good faith and within the scope of this Agreement, Richfield agrees to indemnify and hold harmless Consultant from any claims or causes of action which may be brought by any third party concerning services furnished by the Consultant under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands as of the 6<sup>th</sup> day of June, 2006.

THE VILLAGE OF RICHFIELD

BY:   
Michael K. Lyons

TITLE: Mayor, Village of Richfield

BY:   
Eleanor Lukovics

TITLE: Finance Director, Village of Richfield

CONSULTANT

BY:   
Kenneth L. Crandall