

A RESOLUTION TO ENTER INTO A CONTRACT WITH MR. KENNETH CRANDALL FOR THE PURPOSE OF SUPPLYING PLANNING SERVICES TO THE VILLAGE OF RICHFIELD AND DECLARING AN EMERGENCY

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 a contract with Kenneth Crandall for the purpose of supplying planning services to the Village of Richfield, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the Agreement is necessary for public safety; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed:

January 5, 1999

Michael Waszak
President of Council

Donald W. Larsen
Mayor

Dated: 1/6/99

ATTEST:

Carol Gibson
Clerk of Council

PROFESSIONAL SERVICES AGREEMENT BETWEEN VILLAGE
OF RICHFIELD AND KENNETH L. CRANDALL

THIS AGREEMENT, made and entered into as of this 1st day of January, 1999, by and between the VILLAGE OF RICHFIELD, OHIO, a municipal corporation (hereinafter referred to as "Richfield") and KENNETH L. CRANDALL (hereinafter referred to as "Consultant").

WHEREAS, Richfield 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 the Village to provide such planning consulting services; and

WHEREAS, the proposal is acceptable to the Village and has been authorized by the Village Council by the passage of Resolution No. 2 -1999.

NOW, THEREFORE, the Village and Consultant, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 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.

SECTION 2. Compensation.

As compensation for the foregoing services, Consultant shall charge Richfield as follows:

- (a) \$85.00 per meeting for all Council, Commission or Board meetings attended.
- (b) \$40.00 per hour for all professional consulting services.

SECTION 3. General Terms and Conditions.

(1) 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.

(2) 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.

(3) The services of the Consultant shall commence immediately upon the date of execution of this Agreement and shall continue in full force and effect until terminated by either the Consultant or by Richfield with thirty (30) prior days written notice to the other party.

(4) 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 executed this Agreement as of the date and place first above written.

Signed in the presence of:

John M. Mansper
Sammy Tang

Sammy Tang
Carole Gibson

VILLAGE OF RICHFIELD, OHIO

By: Donald W. Lessen
Its Mayor

And: Eleana Sakran
Its Finance Director

Kenneth L. Crandall
Kenneth L. Crandall