

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CAWRSE & ASSOCIATES, INC. TO PROVIDE LANDSCAPE DESIGN CONSULTING SERVICES WITH THE VILLAGE 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 an agreement with Cawrse & Associates, Inc. to perform professional landscape design consulting services, 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 it is immediately necessary in order to continue to provide needed landscape design consulting services for the Village; 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: February 18, 2003

[Signature]
Vice President of Council

[Signature]
Mayor

Dated: 2/20/2003

ATTEST:

[Signature]
Acting Clerk of Council

AGREEMENT

THIS AGREEMENT entered into at Richfield, Ohio, as of the _____ day of _____ 2003, by and between the VILLAGE OF RICHFIELD, a municipal corporation duly organized and existing under the laws of the State of Ohio (hereinafter called the "Village") and CAWRSE & ASSOCIATES, INC, 547 E. Washington Street, Chagrin Falls, Ohio (hereinafter called "Cawrse).

WITNESSETH:

That in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follow:

1. The Village agrees to contract for the services of Cawrse as a certified landscape architect and an independent contractor to perform the services set forth on the attached quotation submitted by Cawrse and dated _____, 2003, which quotation is fully incorporated by reference into this Agreement as Exhibit A.
2. The term of this Agreement is from January 1, 2003 through December 31, 2003.
3. As compensation for the aforesaid services, the Village shall pay Cawrse One hundred Sixty Dollars (\$160) per meeting or Ninety Dollars (\$90.00) per hour for consulting services as determined by the Mayor. The Village shall pay Cawrse after the work required to be performed under this Agreement is completed and within thirty (30) days of the Village being invoiced for said amount.
4. Cawrse shall supply to the Village evidence of current Worker's Compensation coverage for himself.
5. Cawrse shall maintain his certification as a landscape architect in Ohio.
6. If Cawrse performs any architectural services for any property or properties located within Richfield and the work product from such services must be submitted to any employee, Board and/or Commission of Richfield for review and approval, Cawrse agrees that he will not perform any of the services set forth in the quotation attached to this Agreement as Exhibit A on behalf of the Village in relation to any such property or properties.
7. Cawrse shall indemnify, defend and hold the Village harmless from any injuries or property damage occurring as a result of any acts or omissions of Cawrse related to the performance of any services under this agreement.

8. Cawrse shall provide the Village with a certificate of insurance evidencing commercial general liability insurance, with a limit of not less than \$500,000 for each occurrence, and business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 for each accident to cover any and all injuries and/or property damage to third parties as a result of the services to be performed by Cawrse under this Agreement.
9. This Agreement shall be construed under the laws of the State of Ohio.
10. This Agreement may be terminated by the Mayor by giving thirty (30) days written notice to Cawrse.

APPROVED as of the date first set forth above.

VILLAGE OF RICHFIELD, OHIO

By: _____
Its Mayor

By: _____
Its Finance Director

CAWRSE & ASSOCIATES, INC.

Craig E. Cawrse