

RESOLUTION NO. 25-2001

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH JEROME RYBA OF RAM ARCHITECTS, INC. TO PERFORM ARCHITECTURAL SERVICES FOR 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 Jerome Ryba of RAM Architects, Inc. to perform architectural services for the Village, 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 provided needed architectural 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: March 6, 2001

Michael Lyons  
President of Council

Donald W. Larsen  
Mayor

Dated: 3/7/2001

ATTEST:  
Carole Gibson  
Clerk of Council

**Village of Richfield**

4410 W. STREETSBORO ROAD  
P.O. BOX 387  
RICHFIELD, OHIO 44286-0387  
330-659-9201  
FAX 330-659-4906

DONALD H. LARSEN, Mayor  
MICHAEL K. LYONS, Council President

ELEANOR LUKOVICS, Finance Director  
MELANIE TIBBS, Service Director

January 26, 2001

Mr. Jerome Ryba  
RAM Architects Inc.  
3554 Brecksville Road  
Richfield, Ohio 44286

Dear Jerry,

Thanks for giving consideration to present the village with a proposal for professional architectural consulting services.

As Richfield continues to emerge with new responsibilities, the requirement for professional guidance becomes very evident.

Our increased demand to examine proposed land use applications is testimony to this need. With the technical and structural particulars on these drawings it is incumbent that we are certain they are correct in every detail.

Please examine the agreement prototype enclosed and use it to assist you in drafting a proposal that will be reflective of the service you would provide.

Respectfully,

Donald H. Larsen  
Mayor  
VILLAGE OF RICHFIELD

DL/jr  
enclosure

EXHIBIT "A"

Res. 25-2001

AGREEMENT

THIS AGREEMENT entered into at Richfield, Ohio, as of the 31<sup>st</sup> day of ~~March~~<sup>August</sup>, 2001, 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 JEROME RYBA, RAN Architects, Inc., Ohio (hereinafter called "Ryba").

## WITNESSETH:

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

1. The Village agrees to contract for the services of Ryba as a licensed architect and an independent contractor to perform the services set forth on the attached quotation submitted by Ryba and dated February 7, 2001, which quotation is fully incorporated by reference into this Agreement as Exhibit A.
2. The term of this Agreement is from January 1, 2001 through December 31, 2001.
3. As compensation for the aforesaid services, the Village shall pay Ryba Ninety Dollars (\$90.00) per meeting or Sixty Five Dollars (\$65.00) per job for professional consulting as determined by the Mayor and Twenty Five Dollars (\$25.00) for clerical services. The Village shall pay Ryba 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. Ryba shall supply to the Village evidence of current Workers' Compensation coverage for himself.
5. Ryba shall maintain his license as a registered architect in Ohio.
6. Ryba agrees during the term of this Agreement not to perform architectural services for properties located within Richfield without the prior express written consent of the Mayor of the

Village. Ryba will at all times follow the laws of the State of Ohio and Ohio Ethics Commission concerning conflicts of interest.

7. Ryba shall indemnify, defend and hold the Village harmless from any injuries or property damage occurring as a result of any acts or omissions of Ryba related to the performance of any services under this Agreement.

8. Ryba shall provide the Village with a certificate(s) 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 Ryba 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 Ryba.

APPROVED as of the date first set forth above.

VILLAGE OF RICHFIELD, OHIO

By:

*Donald W. Larsen*  
It's Mayor

By:

*Clara Lukara*  
It's Financial Director

*Jerome M. Ryba*  
JEROME M. RYBA