

RESOLUTION NO. 26-2001

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CRAIG CAWRSE OF CAWRSE & ASSOCIATES, INC. TO PROVIDE LANDSCAPE DESIGN CONSULTING 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 Craig Cawrse of Cawrse & Associates, Inc. to perform landscape design consulting 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 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: March 6, 2001 Michael Lyone,
President of Council

Donald T. Larsen
Mayor

Dated: 3/7/2001

ATTEST:
Carole Gibson
Clerk of Council



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February 5, 2001

Mayor Donald H. Larsen
Village of Richfield
P.O. Box 387
4410 W. Streetsboro Rd.
Richfield, Ohio 44286-0387

26-2001

Re: Professional Landscape Architectural Services

Dear Mayor,

Per your request, I am pleased to provide the Village of Richfield with a proposal for professional landscape architectural services. Our services will be as follows:

A. SCOPE OF SERVICES

Cawrse & Associates, Inc. agrees to perform professional landscape architectural 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.

B. COMPENSATION

As compensation for the foregoing services, Cawrse & Associates, Inc. shall charge Richfield as follows:

1. \$160 per meeting for all Council, Commission or Board meetings attended.
2. \$90 per hour for all professional consulting services.
3. Any required reimbursable expenses will be billed at cost plus 5%.

C. GENERAL TERMS AND CONDITIONS

1. Cawrse & Associates, Inc. will attend meetings of the Planning Commission when requested by the Chairman, all meetings of Council when requested by the President of Council, and all Village work sessions when requested by the Mayor.
2. Cawrse & Associates, Inc. shall act solely as an independent contractor in performance of this agreement and represents that they will provide all required Workers' Compensation and Unemployment Compensation Insurance and shall furnish Richfield with all requested documents confirming such coverage.




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3. The services of the Cawrse & Associates, Inc. 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 Cawrse & Associates, Inc.'s actions were taken in good faith and within the scope of this Agreement, Richfield agrees to indemnify and hold harmless Cawrse & Associates, Inc. from any claims or causes of action which may be brought by any third party concerning services furnished by the Cawrse & Associates, Inc. under this Agreement.

Should there be any additional services you need that I have not listed, please call me to review them. I appreciate this opportunity to be considered as the Village's landscape architectural consultant, and look forward to working with you.

Sincerely,



Craig E. Cawrse, ASLA

Village of Richfield

4410 W. STREETSBORO ROAD
P.O. BOX 307
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. Craig Cawrse
Cawrse & Associates, Inc.
547 E. Washington Street
Chagrin Falls, Ohio 44022

Dear Craig,

Thanks for giving consideration to present the village with a proposal for landscape design 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 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

AGREEMENT

THIS AGREEMENT entered into at Richfield, Ohio, as of the 8th day of March, 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 CRAIG E. CAWRSE, 547 E. Washington St. Chagrin Falls, Ohio (hereinafter called "Cawrse").

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 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 February 5, 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 Cawrse One Hundred Sixty Dollars (\$160.00) 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 Workers' Compensation coverage for himself.
5. Cawrse shall maintain his certification as a landscape architect in Ohio.
6. Cawrse 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. Cawrse will at all times follow the laws of the State of Ohio and Ohio Ethics Commission concerning conflicts of interest.

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(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 Cawrse under this Agreement.


9. This Agreement shall be construed under the laws of the State of Ohio.

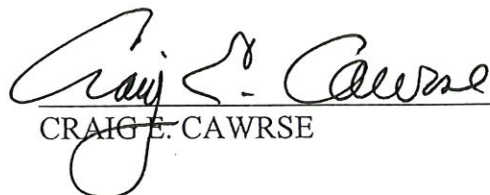
10. This Agreement may be terminated by the Mayor by giving thirty (30) days written notice to Cawrse.

APPROVED as of the date first set forth above.

VILLAGE OF RICHFIELD, OHIO

By: 
It's Mayor

By: 
It's Financial Director


CRAIG E. CAWRSE