

A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD AND 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 Agreement between the Village of Richfield and Craig Cawrse of Cawrse & Associates, Inc. to perform landscape design consulting services for the Village, a copy of which Agreement is attached to Resolution No. 26-2001 as Exhibit "A" and incorporated therein fully as if by reference, be amended as follows:

Paragraph number six ("6") of said Agreement be deleted and replaced with a new paragraph six ("6"), which shall read:

"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."

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: August 21, 2001

Michael J. Lape
President of Council

Ronald D. Larsen
Mayor

ATTEST:
Carole Gibson
Clerk of Council

Dated: 8/22/2001

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT entered into at Richfield, Ohio, as of the _____ 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, _____, 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