

RESOLUTION NO. 11-2017

**A RESOLUTION AUTHORIZING THE CHAIRPERSON AND
TREASURER TO ENTER INTO THE AGREEMENT WITH OHIO
OPERATING ENGINEERS APPRENTICESHIP AND TRAINING FUND**

BE IT RESOLVED by the Board of Trustees of the Richfield Joint Recreation District,
County of Summit, State of Ohio:

SECTION 1. That the Chairperson and Treasurer be, and they hereby are, authorized and directed to enter into an agreement with Ohio Operating Engineers Apprenticeship and Training Fund, substantially in accordance with the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference, the terms of which are specifically approved.

SECTION 2. This Board finds and determines that all formal actions of this Board concerning and relating to this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

May 1, 2017
Date Passed

Robert J. Bl
Chairperson, Richfield Joint Recreation
District Board of Trustees

MSW
Secretary, Richfield Joint Recreation
District Board of Trustees

Ohio Operating Engineers Apprenticeship and Training Fund

AGREEMENT

Richfield Joint Recreation District, a political subdivision of the State of Ohio, P.O. Box 246, Richfield, Ohio 44286, hereinafter referred to as "Owner," requests the Ohio Operating Engineers Apprenticeship and Training Fund, 4675 Newton Rd, Richfield, Ohio 44286, hereinafter referred to as "OOE," to perform the following work (insert Scope of Work) (hereinafter the "Project"):

Various projects at the Project Site agreed upon as part of a mutually agreed upon work plan, which shall be signed by both parties (the "Work Plan").

In the following County Summit, on the following land (Insert Address and/or Legal Description) (hereinafter the "Project Site"):

Richfield Heritage Preserve, with an address of 4374 Broadview Road, Richfield, Ohio, Summit County, Ohio parcel nos. 48-02837, 48-02805 and 48-02836. The approximately 336 acre Park is located between Broadview Road and Oviatt Road north of Route 303 in Richfield Township and Richfield Village.

Owner shall reimburse the OOE for the following costs (the "Reimbursable Costs and Expenses")

Material and fuel expense as well as expenses to be set forth in the Work Plan.

1. Owner shall, through the performance of the Work, cooperate with OOE and perform its responsibilities, obligations and service in a timely matter to facilitate OOE's timely and efficient performance of the Work. Owner certifies it is fully authorized to permit the OOE to perform said work on the above described land.

2. Unless stated to the Contrary in the Contracts Documents, Owner shall provide, at its own cost and expense for OOE's information and use, the following items to the extent available, which OOE is entitled to rely upon in performing the work: (1) surveys describing the property boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) temporary and permanent easements, zoning and other requirements and encumbrances affecting land use; (3) a correct legal description of the Site; and (4) to the extent available, as-built and record drawings of any existing structures on the Site. In addition, Owner shall contact, at its own cost and expense, all utility companies with existing service lines at the Project Site to expose all underground utility lines and

services, including, but not limited, to all water, sewer, oil, electric gas, cable, telecommunications lines or services prior to OOE being obligated to perform any excavations at the Project Site.

3. Equipment and personnel brought to the Project Site by OOE shall, at all times, be under the control and supervision of the representative of OOE. OOE shall maintain worker's compensation coverage (or liability insurance providing bodily injury coverage in an amount not less than \$1,000,000.00 per occurrence) for all apprentices, employees and agents of OOE performing services at the Project Site. OOE shall indemnify and hold harmless Owner and its trustees, employees and agents from and against any and all liabilities, claims, damages and expenses, including reasonable attorneys' fees, resulting from OOE's obligations pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of Owner, its trustees, employees and/or agents.

4. Either party may terminate this Agreement by written notice to the other party. In no event shall there be any liability as a result of termination. Owner will make an equitable termination payment to OOE for all Reimbursable Costs and Expenses (described above) which OOE expended or unavoidably uncured through the date Notice of Termination is issued.

5. Owner certifies that it is a political subdivision of the State of Ohio in effect on the date of this Agreement, which operates a public park.

6. The Owner and OOE covenant and agree in the event of any claim, dispute or other matter in question arising out of or relating to this Agreement, Owner and OOE agree to negotiate, in good faith, in an attempt to resolve any disputes for a period of at least sixty (60) days following the receipt of written notice from either party setting forth in specifics the nature and description of the dispute.

This Agreement will become a binding written contract between Owner and OOE only after written approval by both the Regional Committee of the OOE in whose area the land herein is located, and the Trustee Chairman of the OOE as evidenced by the following authorized signatures:

OWNER:

Richfield Joint Recreation District

AUTHORIZING SIGNATURE: _____ DATE: _____
Robert Becker, Chairman

AUTHORIZING SIGNATURE: _____ DATE: _____
Pat Norris, Treasurer

OOE:

REGIONAL COMMITTEE:

AUTHORIZING SIGNATURE: _____ DATE: _____

STATE COMMITTEE:

AUTHORIZING SIGNATURE: _____ DATE: _____