

RESOLUTION NO. 15-2015

A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRPERSON AND THE TREASURER OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH KEITH D. SHY TO PROVIDE PUBLIC IMPROVEMENT PROJECT MANAGEMENT SERVICES.

WHEREAS, the Richfield Joint Recreation District (RJRD) Board of Trustees has recognized the need for assistance in managing current and future capital projects and public improvement contracts involving the District and the real property owned by the RJRD; and

WHEREAS, it is determined that Keith D. Shy, an individual with substantial experience in public park operations and management, is qualified to provide assistance to the RJRD in managing improvement projects anticipated to commence during 2016.

NOW THEREFORE, 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 are authorized and directed to enter into an agreement with Keith D. Shy for professional and personal public improvement/capital project management services, for a 12 month term, substantially in accordance with the agreement attached hereto as Exhibit A.

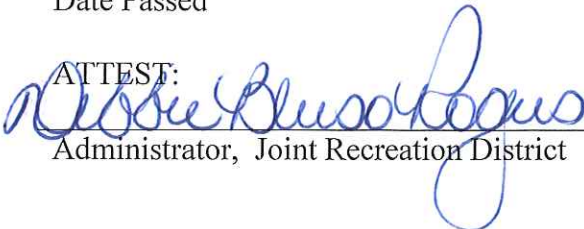
SECTION 2. That this Board waives any requirements for quotes for such services pursuant to Sections (d), (g)(3) and (g)(7) of its contracting and purchasing policy.


SECTION 3. 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 4. This Resolution shall be in full force and effect from and immediately upon its adoption.

11-30-15
Date Passed

ATTEST:


Administrator, Joint Recreation District


Chairperson, Richfield Joint Recreation District


Secretary, Richfield Joint Recreation District

1st December

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT is entered into as of the 30 day of November, 2015 by and between the RICHFIELD JOINT RECREATION DISTRICT ("RJRD"), 4410 West Streetsboro Road, Richfield, OH 44286 and KEITH D. SHY ("Contractor"), Munroe Falls, Ohio 44262.

WHEREAS, the RJRD wishes to engage the services of Contractor, as an independent contractor, to perform the duties of Capital Projects/Public Improvement Projects Manager, subject to the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties:

1. That the RJRD does hereby engage Contractor as an independent contractor of the RJRD to perform the Services of the Capital Projects/Public Improvement Projects Manager, as detailed in the Scope of Services attached hereto as Exhibit A.

2. Contractor shall be compensated Two Thousand Dollars (\$2,000.00) per month for the Services, which are estimated to require approximately twenty (20) hours per week. Payment shall be monthly, or more frequently at the discretion of the RJRD's Fiscal Agent. Contractor shall be reimbursed for all out-of-pocket expenses, other than routine commute expenses, within 30 days of submitting receipts or other sufficient documentation of expense to the RJRD. RJRD shall also provide, or reimburse Contractor for the expense of, Directors and Officers or other acceptable liability insurance. The parties may review the monthly compensation at any time, based upon the time demands upon Contractor, subject to Paragraph 11 of this Agreement.

3. The principal point of contact for Contractor shall be the Chair of the RJRD Board of Trustees, and Contractor will also communicate with the RJRD's Administrator in

connection with regular activities. As indicated in the Scope of Services, Contractor will attend a minimum of one meeting of the RJRD Board of Trustees per month.

4. Contractor understands and agrees that Contractor is an independent contractor and not an employee, servant, agent, partner, or joint venturer of the RJRD. As an independent contractor, Contractor shall have control of the work and the manner in which it is performed.

5. The term of this Agreement shall be for twelve (12) months, commencing with the date of this Agreement.

6. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination prior to the end of the twelve (12) month term, Contractor shall be compensated for the services performed prior to termination.

7. Contractor understands and agrees that the RJRD will not contribute to any plan which provides for benefits or to provide any benefit or payment other than stated in this Agreement. Contractor understands and agrees that Contractor and any other persons, including employees of Contractor, providing services under this agreement, are not employees of the RJRD and are not entitled to any benefits such as PERS, social security, workers' compensation, or insurance benefits of any type of kind.

8. Contractor understands and agrees that no taxes of any kind, including FICA, federal, state and local taxes, shall be withheld or paid by the RJRD on behalf of Contractor. Contractor understands and agrees to pay all taxes that may be owed on income resulting from the provision of services.

9. The parties hereto understand and agree that Contractor shall not be precluded from providing similar or different services to other entities.

10. Contractor shall be entitled to use such clerical equipment as may be agreed to by the parties. However, Contractor shall furnish, at its own expense, all additional equipment and other supplies necessary to carry out the services to be rendered.

11. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings or agreements between the Parties. This Agreement may be modified or amended only by a writing signed by the authorized officials or representatives of each Party hereto.

IN WITNESS WHEREOF, the parties have set their hands as of the 1 day of December 2015.

CONTRACTOR

By: _____
Keith D. Shy

**RICHFIELD JOINT RECREATION
DISTRICT**

By: [Signature]
Chair
RJRD Board of Trustees

Approved as to form:

By: [Signature]
William R. Hanna
Legal Counsel to RJRD Board of Trustees

By: [Signature]
Treasurer
RJRD Board of Trustees

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding. .

[Signature]
Fiscal Officer

12-1-15
Date

Contractor. Contractor understands and agrees to pay all taxes that may be owed on income resulting from the provision of services.

9. The parties hereto understand and agree that Contractor shall not be precluded from providing similar or different services to other entities.

10. Contractor shall be entitled to use such clerical equipment as may be agreed to by the parties. However, Contractor shall furnish, at its own expense, all additional equipment and other supplies necessary to carry out the services to be rendered.

11. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings or agreements between the Parties. This Agreement may be modified or amended only by a writing signed by the authorized officials or representatives of each Party hereto.

IN WITNESS WHEREOF, the parties have set their hands as of the ____ day of _____, 2015.

CONTRACTOR

By: Kurt D. Sg

**RICHFIELD JOINT RECREATION
DISTRICT**

By: _____
Chair
RJRD Board of Trustees

Approved as to form:

By: _____
William R. Hanna

By: _____
Treasurer



Scope of Services to be provided by Capital/Public Improvement Projects Manager (contractual)

Introduction

The Richfield Joint Recreation District (RJRD) is a political subdivision of the State of Ohio established in 2014 by the Village of Richfield and Richfield Township, pursuant to Section 755.14(C) of the Ohio Revised Code. The RJRD is governed by a seven-member Board of Trustees, which manages and controls the affairs of the RJRD. On June 30, 2015, the RJRD closed on its purchase of the 336-acre property which has tremendous natural features and is located between Broadview Road and Oviatt Road north of Route 303, principally within Richfield Township (hereafter, the "Property"). Most of the structures on the Property are located on a 211-acre parcel that is subject to a conservation easement permitting active recreation and passive park uses on 184 acres, and only passive park uses on 26 acres. In addition, 125 acres of the Property have been set aside for passive park use only, subject to a Clean Ohio conservation easement. The RJRD Board has engaged a professional consultant to assist in the development of a master plan for the Property, consistent with its statutory responsibility to operate the Property as a park and recreation area, and seeks a project manager ("Capital Projects Manager") to facilitate development of the Master Plan and oversee the implementation of capital/public improvement projects related to that plan.

The Capital Projects Manager, an independent contractor, will be responsible for the following:

Master Planning

- a) Work with Board-selected special consultants to facilitate the Master Planning Project (including data collection, inventory, GIS Mapping and Public Involvement events.
- b) Provide input to the Board of Trustees regarding the developing Master Plan and uses for the Property.
- c) Oversee implementation of the Master Plan and advise the Board of Trustees regarding the phases and progress of implementation

Capital Improvements Projects

- a) Develop an inventory of existing structures on the Property, including an assessment of fit with the Master Plan, feasibility of use and renovation, identification of potential demolition candidates, and security/safety issues.
- b) Consistent with the Master Plan, develop an inventory of utility infrastructure, trails, roads, dams and bridges, in conjunction with special consultants to the Board of Trustees.

EXHIBIT A

- c) Based upon the Master Plan and inventories of structures and Property features above, provide recommendations to the Board concerning the priority and sequence of capital improvements projects on the Property, and identify related deliverables.
- d) Oversee the public contracting process, including analysis of bidding and procurement requirements, preparation of bid specifications as appropriate, and advice and recommendations to the Board of Trustees concerning the selection/hire of design professionals and contractors in accordance with Ohio law.
- e) Act as contractual representative of the RJRD in overseeing public improvement projects.

Administration

- a) Comply with policies and procedures adopted by the RJRD Board of Trustees, recommend new or amended policies and procedures as appropriate or upon request, and provide the Board with information necessary to the Board's policy-making function in connection with his/her work.
- b) Recommend operational procedures required to safeguard the investment of public funds in capital improvements on the Property.
- c) Attend RJRD Board of Trustees meetings on at least a monthly basis, and provide written status reports for the Board's review on at least a quarterly basis.
- d) Regularly interact with the RJRD Administrator in connection with the Capital Projects Manager's work and the RJRD's daily operational requirements.
- e) Interact with the RJRD's legal counsel in conjunction with Board policies and procedures and legal matters.
- f) Interact with other consultants and contractors engaged by the Board of Trustees in order to ensure a coordinated approach to capital improvements and implementation of the Master Plan.
- g) Be aware of and act in compliance with RJRD's open meetings and public records obligations and other applicable legal requirements.
- h) Prior to expiration of the contract, provide a transition plan or recommendations for ongoing execution of the RJRD Master Plan within the constraints of the RJRD's budget.

Administrative Support:

- a) Clerical support may be available through the RJRD Administrator.
- b) Meeting space may be available at the Village Town Hall; to be coordinated through the Administrator.