

FRIENDS GROUP AGREEMENT

This Friends Group Agreement ("Agreement") is entered into and effective this 28 day of March 2017 ("Effective Date") between the Richfield Joint Recreation District (hereinafter "RJRD") and Friends of Crowell Hilaka, Inc. (hereinafter "FoCH"). RJRD and FoCH collectively shall be referred to as the "Parties".

The RJRD recognizes the long and valuable tradition of philanthropy in the interest of supporting the preservation of park lands to promote public access for recreation and education. Friends groups have played a critical role in the success of this country's parks. It is the intent of the RJRD to support and strengthen its relationships with friends groups for the benefit of the park occupying the property formerly known as Camp Crowell Hilaka (hereinafter the "Park"), located between Broadview Road and Oviatt Road, north of Route 303, and comprised of approximately 336 acres formerly owned and operated by the Girl Scouts of North East Ohio. This document is intended to provide the legal and policy framework for the coordination of efforts by the Parties to encourage innovation and creativity to meet mutual goals in support of public access and use of the Park.

I. Background. Formed in June of 2014, through the historic collaboration of the Village of Richfield and Richfield Township, the RJRD is a Joint Recreation District created pursuant to Chapter 755 of the Ohio Revised Code. Its mission is to safeguard, support and maintain the natural properties of Richfield, Ohio, while encouraging recreational and educational opportunities in the community, including but not limited to the Park.

Friends of Crowell Hilaka, Inc. is a non profit 501(c)(3) organization incorporated and doing business in the State of Ohio with its offices located at 100 Wandle Avenue, Bedford, Ohio 44146. FoCH was initially formed in 2009 to ensure that Camp Crowell Hilaka remained a safe, vibrant, accessible place for Girl Scout programming. With the Girl Scouts' decision to sell the property, and its ultimate purchase by the RJRD in 2016, FoCH is now committed to help and support the RJRD in promoting Camp Crowell Hilaka's educational, historical and recreational potential by continuing to raise awareness and funds, hosting volunteer and social events, and researching the unique history and features of Camp Crowell Hilaka.

The Parties hereby agree as follows:

II. Legal Authority. RJRD is authorized to enter into this Agreement pursuant to Ohio Revised Code Chapter 755 and Resolution No. 7-2017 passed on the 27 day of March, 2017. FoCH is authorized to enter into this Agreement pursuant to its Code of Regulations and Resolution No. passed on the 24 day of March 2017.

III. Responsibilities of the Parties. Subject to the terms and conditions set forth in this Agreement:

A. Joint Responsibilities of RJRD and FoCH. RJRD and FoCH shall, where permitted by the legal framework and authority of their respective entity:

1. Promote this relationship as a way of accomplishing mutual goals pursuant to this Agreement, and recognize that their relationship as a way of leveraging scarce resources so that, together, more is accomplished than either Party could do on its own.
2. Increase partnering skills and motivate and empower RJRD and FoCH officials, members, employees, agents and volunteers to develop a supportive and collaborative culture for the benefit of Park resources and the public.
3. Increase productivity and collective competency by building on successes and expanding capabilities for future achievement.
4. Commit energy, people and resources to goals of mutual interest, as identified in a mutually agreed upon Work Plan, more fully described in Article IV, which is approved by the RJRD Board.
5. Respect the role that donors, volunteers, philanthropy, Friends Groups and RJRD officials and staff play in the success of the Park.
6. Promote and utilize policies and best practices relating to philanthropy and donor appreciation in all activities related to this Agreement.
7. Review proposed donations of funds and in-kind goods and services that are intended to be provided to the Park to ensure that they meet RJRD needs, requirements and specifications.
8. Consult with the other Party before making major policy decisions likely to impact activities carried on pursuant to this Agreement, even though the major policy decisions for the Park shall ultimately be made by RJRD.
9. Submit all materials that are intended for public distribution that refer to the other party or to the relationship between the parties to the other party for advance review and approval. The Parties agree that they may develop standard language that does not require approval beyond the initial approval.

B. Responsibilities of RJRD. RJRD shall:

1. Work with FoCH to encourage community engagement in shared stewardship of the Park by the community.
2. Publicly recognize FoCH as an official park support organization.
3. Support FoCH in its growth, viability and public impact by identifying projects and programs that will showcase the value of FoCH and donor investments in the Park.

4. Work with FoCH to identify and implement projects and programs to be undertaken (the "Identified Project"). An Identified Project is a project and/or program that the RJRD and FoCH mutually agree in writing to undertake. See Article IV – Work Plan.
5. Allow FoCH to hold its regularly scheduled monthly meetings at the Park without charge, provided that a suitable site is available, as determined by the RJRD in its sole discretion. The location to be utilized for such meetings shall be established by RJRD and changes, if any, in such location shall be communicated in writing by the RJRD Administrator.

C. Responsibilities of FoCH. FoCH shall:

1. Support the mission and Master Plan of RJRD.
2. Establish and maintain a collaborative relationship with RJRD with the goal of accomplishing philanthropic projects and encouraging volunteer contributions.
3. Be qualified to solicit and accept philanthropic contributions under applicable state and federal laws.
4. Comply with all applicable local, state and federal government laws and regulations for nonprofit organizations and fundraising activities, and with applicable RJRD rules, regulations and policies concerning the Park.
5. Work with the RJRD to identify and implement projects and programs to undertake. An Identified Project is defined as being a project or program that the RJRD and FoCH mutually agree for FoCH to undertake pursuant to a Work Plan. See Article IV – Work Plan.
6. Use its best efforts to ensure that fundraising costs for an Identified Project will not exceed 20% of funds raised. Fundraising consultants or staffs, if compensated, are to be paid a salary or flat fee; no payment may be made as commissions or as a percentage of funds raised.
7. Ensure that its Articles of Incorporation and Bylaws are consistent with the terms of this Agreement.

IV. Work Plan

A. Work Plan.

1. RJRD and FoCH shall jointly develop written plans regarding the Park. Each jointly developed plan (the "Work Plan") shall (i) identify the project and/or programs, the Identified Project that the Parties mutually agree to undertake; (ii) specify the respective roles of RJRD and FoCH in carrying out the Identified Project; (iii) describe the proposed expenditure of available funds held by FoCH in connection with the Identified Project and/or identifies any funds the Parties have agreed to set aside for use in future approved projects and/or programs; (iv)

identify RJRD's intent, if any, to accept such funds to support the Identified Project; and (v) authorize FoCH to provide appropriate in-kind goods or services to support the Identified Project specified in the Work Plan. The Parties may modify the Work Plan, as appropriate, during the course of the Identified Project by written mutual agreement which is approved by their respective entities. FoCH shall provide reasonable and periodic status updates on each Identified Project to the RJRD and when requested by the RJRD.

2. A Work Plan may authorize FoCH to raise funds to support one or more Identified Projects. If so authorized in a Work Plan, FoCH may raise up to the fundraising goal specified in the Work Plan. Such Work Plan shall include the following additional information for each Identified Project: (1) the fundraising goal, (2) a description of how FoCH will raise funds and review donors and donations, and (3) a description of specific donor recognition that will be provided.

B. Limitation on Solicitations and Fundraising. FoCH shall not solicit donations of money and/or in-kind goods or services for the benefit of RJRD unless the Identified Project for which such donations are to be solicited is set forth in a Work Plan. This does not limit FoCH from fundraising for its general operations or mission.

V. Property Utilization

- A. RJRD Owned Property: FoCH shall be permitted the use of a space or structure to be designated by the RJRD Board, for general office and communications purposes and to store tools and equipment for the term of this Agreement, and may place a secured cabinet or locker in that location. The designation of such space or structure shall be pursuant to a Work Plan. FoCH shall obtain the written approval of RJRD Board or Administrator before holding special events or other activities on Park property. The construction of any structure or the making of any repairs or improvements on Park property shall be the subject of a Work Plan. FoCH may use other premises on Park property on a consistent basis only with the RJRD's written consent.
- B. Intellectual Property: FoCH shall not use any intellectual property of the RJRD, including Park-specific logos, marks, images of RJRD employees in uniform and taglines, unless first approved in writing by the RJRD Board. FoCH hereby grants a license to RJRD to use material from the FoCH website without seeking specific prior permission although "www.FriendsofCrowell Hilaka.org" must be attributed as the source. If any activity of either Party is expected to result in the creation or donation of any intellectual property rights, or if either Party requires a license to any intellectual property rights of the other Party (including website links), the Parties shall enter into an Intellectual Property License addressing the mutually agreed terms and conditions applicable to such intellectual property rights.

VI. Term This Agreement shall remain in effect for an initial period of one (1) year beginning on the Effective Date, unless terminated earlier in accordance with the provisions set forth below in Article VII.

VII. Termination and Disposition of Assets

A. Termination

1. Each Party may terminate this Agreement for a material breach of this Agreement by the other Party in accordance with the following. In the event of a material breach of the Agreement, the non-breaching Party shall provide the breaching Party a written Notice of Breach. The written Notice of Breach must provide the breaching Party with an opportunity to cure the breach by a date specified in the Notice of Breach, which shall be not less than thirty (30) days. If the breach is not cured by the specified date, the non breaching Party may provide the breaching Party a written Notice of Termination for Breach. Thereafter, this Agreement shall be deemed null and void upon the breaching Party's receipt of the written Notice of Termination for Breach.
2. Unless expressly provided for in this Agreement or related agreements, neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

B. Disposition of Assets upon Termination or Expiration of this Agreement or Cessation of FoCH Operations. Upon the termination or expiration of this Agreement or cessation of the operations of FoCH for any reason, those funds raised and held for the benefit of RJRD including all interest and earnings thereon, and all in-kind contributions held by FoCH for the benefit of RJRD shall be transferred to RJRD or to a third-party deemed acceptable by RJRD (under terms and conditions approved by RJRD) for use consistent with the purposes for which the donations were made. Funds and contributions shall be deemed to be "held for the benefit of RJRD" in accordance with Section XII (O) of this Agreement. Nothing herein shall prevent FoCH from satisfying outstanding obligations reasonably incurred in association with this Agreement, including the completion of any Identified Project, prior to the termination or expiration of this Agreement. Funds raised by FoCH not earmarked for an identified project at the Park (funds raised for general operations) shall be transferred to FoCH's fiduciary heir, Richfield Historical Society, per FoCH's IRS Determination Letter.

VIII. Insurance

FoCH shall within three (3) days of the date of this Agreement, furnish RJRD with evidence of commercial general liability insurance for personal injury (including wrongful death) and damage to property covering (a) any occurrence in the Park during FoCH activities which are related to the FoCh activities; and (b) an act or omission by FoCH, or by any of its invitees, agents, contractors, guests or employees anywhere in the Park. As to any space or structure identified for FoCh's use pursuant to Section V, FoCh shall provide property insurance (formerly "all risk insurance") covering the contents of the Premises and the fixtures therein. All such coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00) combined single

limit per occurrence and annual aggregate. All such insurance shall be from a company licensed by the State of Ohio reasonably acceptable to RJRD, and shall remain in place for the term of this Agreement. Each policy must list the RJRD and its individual board members as additional insureds and must require that the RJRD be provided at least sixty (60) days' notice prior to cancellation or non-renewal. Where RJRD grants FoCH permission to undertake a specific activity pursuant to a Work Plan, RJRD may condition that permission upon FoCH acquiring appropriate additional insurance acceptable to RJRD.

IX. Liability and Indemnification

A. Indemnification.

FoCH shall indemnify, defend and hold harmless the RJRD and its trustees, agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of (i) the acts or omissions of FoCH, its employees, agents, guests, representatives, or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property; and (ii) FoCH's breach of its obligations set forth herein.

B. Damage to Property.

FoCH shall promptly pay the RJRD the cost to repair any damages to the lands or other property of the RJRD caused by FoCH, its employees, agents, guests, representatives, or contractors (including subcontractors) or, if agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property.

C. Coordination of Defense of Claims.

FoCH will cooperate with the RJRD in the investigation and defense of any claim, action, or suit filed against the RJRD arising out of the activities of FoCH, its employees, agents, guests, representatives or contractors (including any contractor's subcontractors).

X. Financial Matters

A. **In General.** FoCH shall maintain proper accounting books and records under a system of accounts and financial controls that is permissible under local, state and federal rules and regulations and as may be required by the RJRD and its Fiscal Agent. All books and records related to activities under this Agreement, including records of monies or property donated or held for the benefit of RJRD within the meaning of Section VII (B) of this agreement, shall be made open and available to the RJRD when so requested.

B. **Right of Inspection and Audit.** At the request of the Auditor of State, FoCH shall permit the Auditor of State, or the RJRD as its designee to verify and audit any financial audit or records from the books, correspondence, memoranda and other

records of FoCH relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. FoCH agrees to take appropriate corrective action to correct any deviations from the requirements of this Agreement that may be revealed by any such audit.

- C. If requested by the Auditor of State, FoCH shall provide the Auditor of State, or the RJRD as its designee (i) a copy of its IRS Form 990 and any amendments thereto and (ii) an annual report of funds provided to the RJRD and a short narrative of the related Identified Projects.
- D. \$1 Million Threshold for Audit. Once FoCH raises \$1 million or more in funds for the benefit of RJRD, FoCH shall thereafter annually furnish RJRD with a financial audit. The audit will be prepared by an independent certified public accountant (CPA) to be selected and retained by FoCH, subject to RJRD's approval, which shall not be unreasonably withheld.

XI. Key Contact Persons and Notices

- A. Key Contact Persons. Each Party shall designate in writing one or more key personnel to be responsible for coordination and communication between FoCH and RJRD in connection with the activities to be performed pursuant to this Agreement (the "Key Contact Person"). Upon written notice to the other Party, either Party may designate an alternate to act in the place of the designated Key Contact Person, or designate a new Key Contact Person. The initial Key Contact Person for each party shall be:

For RJRD

Name:	Bob Becker	Name:	Corey Ringle
Title:	Chairman	Title:	President
Address:	P.O. Box 246	Address:	100 Wandle Ave.
	Richfield, Ohio 44286		Bedford, OH 44146
Phone:	(330) 659-6575	Phone:	(216) 921-8789
E-mail:	bbecker@rjrd.org	E-mail:	<u>fochemail@gmail.com</u>

For FoCH

cc: RJRD Board of Trustees

- B. Notices. Notices from one Party to the other with respect to this Agreement shall be in writing and delivered by certified U.S. mail postage prepaid, or nationally recognized overnight courier, to the Key Contact Person of the other Party at the address or contact number indicated above, or at such other address or contact number for such new Key Contact Person as may be provided by such Party from time to time in accordance with this Section XI, and shall be considered to have been delivered two (2) days after being sent by certified U.S. mail and one (1) day after being sent by nationally recognized overnight courier.

XII. Miscellaneous

- A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. RJRD Appropriations. Nothing contained in this Agreement shall be construed to obligate RJRD to any expenditure of funds in advance of appropriations by the RJRD Board for the purposes of this Agreement, nor does this Agreement obligate RJRD to spend funds on any particular project or purpose, even if funds are available.
- C. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies currently in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the authority of the RJRD to supervise, regulate, and administer its property.
- D. Disclaimers of RJRD Endorsement. FoCH shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the RJRD, or any political official or public employee endorses any business, brands, goods or services.
- E. Merger. This Agreement, together with each Work Plan, and any other agreement or written modification entered into pursuant hereto, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.
- F. Modifications. This Agreement may be extended, renewed, supplemented or amended only by way of a writing executed by both Parties.
- G. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. Assignment; Binding Effect. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party electronically or by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- J. No Agency. FoCH is not an agent or representative of the State of Ohio or any political subdivision, or an owner of the Park, and will not represent itself as such to

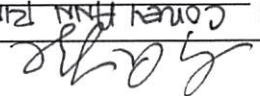
third Parties. RJRD officials and employees are not agents of FoCH and will not represent themselves as such to third Parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venturers as between FoCH and RJRD.

- K. Non-Exclusive Agreement. This Agreement does not restrict either RJRD or FoCH from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- L. No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.
- M. Survival. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive termination, including the terms of Article VII (B), Article VIII, Article IX and Article X (B), shall survive the expiration or termination of this Agreement.
- N. Partial Invalidity. If any provision of this Agreement or the application thereof to any Party or circumstance shall be held invalid or unenforceable in whole or in part, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- O. Interpretation. The headings of the Articles in this Agreement are inserted only as a matter of convenience and shall in no way be construed to define or limit the scope or intent, or affect the meaning or interpretation, of this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Additionally, the phrase "for the benefit of RJRD" means donations of money (including interest and earnings thereon) and/or in-kind donations that were solicited for the express purpose or implied purpose of using them, whether in whole or in part, to support RJRD, or RJRD's projects, programs or resources. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which such Party or its counsel participated in the preparation of this Agreement or based on a Party's undertaking of any obligation under this Agreement.
- P. Further Assurances. If reasonably requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
- Q. Disputes. The Parties agree that in the event of a dispute between them, RJRD and FoCH shall promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the Parties.

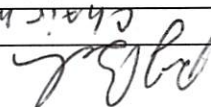
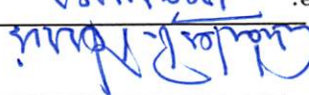
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

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FOCH

By: 
Title: GARY HINES, PRESIDENT
Date: 28 MARCH 2017

RICHFIELD JOINT RECREATIONAL DISTRICT

By: 
Title: Chairman
Date: 3.28.17
By: 
Title: treasurer
Date: 03.28.17

ATTACHMENTS

Attachment A – FoCH Articles of Incorporation

Attachment B– FoCH By-laws

Attachment C – IRS Determination Letter

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1875543

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FRIENDS OF CROWELL/HILAKA, INC

and, that said business records show the filing and recording of:

Document(s)

CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 04/25/2014

Document No(s):

201411500993



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 28th day of April, A.D. 2014.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

CODE OF REGULATIONS
OF
FRIENDS OF CROWELL HILAKA, INC.
An Ohio Nonprofit Corporation

ARTICLE I
INTRODUCTION

Section 1. These regulations constitute the code of rules adopted by Friends of Crowell Hilaka, Inc. (also known as FoCH)

Section 2. The purpose of the corporation is to ensure that the property known as Crowell Hilaka becomes an ecological, recreational, historic, and educational resource for the public.

ARTICLE II
OFFICES AND STATUTORY AGENT

Section 1. The principal place of business of this Corporation in Ohio will be located at 100 Wandle Avenue, Bedford, Ohio 44146. In addition, the Corporation may maintain other offices either within or without the State of Ohio as its business requires.

Section 2. The statutory agent for this corporation is Lynn S. Richardson, a resident of Ohio, whose address is 100 Wandle Avenue, Bedford, Ohio 44146.

ARTICLE III
MEMBERSHIP

Section 1. The Members of this Corporation are those persons having membership rights in accordance with the provisions of these Regulations.

Section 2. This corporation will have one class of members that is designated as "members". Members shall be at least 12 years of age, have paid dues for the current year, are entitled to vote. Members must be at least 18 years of age to be on the Board of Directors.

Section 3. The annual dues will be in the amount determined from time to time by resolution of the Board of Directors.

Section 4. Meetings of Members will be held at a location to be designated by notice of such meetings.

Section 5. The annual meeting of the Members will be held shall be held at such time within six (6) months after the close of the fiscal year of the Corporation, at such location as the Board of Directors may determine and at a time and date to be designated by the Board of Directors.

Section 6. Special meetings of the Members may be called by any of the following:

- (1) The Board of Directors;
- (2) The President;
- (3) No less than thirty-three percent (33%) of the Members.

Section 7. Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than ten or more than sixty (60) days before the date of the members' meeting, either personally, via electronic mail, or by first class mail at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Corporation, with postage prepaid. If mailed electronically, the transmission of the notice must request a 'read receipt' and the notice will be deemed to be delivered when a 'read receipt' is received by the sender.

Section 8. Each voting member will be entitled to one vote on each matter submitted to a vote of Members.

Section 9. A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

Section 10. Quorum shall be the number of voting members present, provided a majority of the directors are in attendance or represented.

Section 11. Membership in this Corporation is nontransferable and non-assignable. Any transfer in violation of this Regulation will not be valid or recognized by this Corporation.

ARTICLE IV DIRECTORS

Section 1. The corporation shall have nine directors. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 2. Members of the Board of Directors shall be elected at the Corporation's annual meeting. The election shall be determined by a majority of affirmative votes from members casting ballots.

Section 3. The Board of Directors of this Corporation shall be divided into three groups, which shall be designated Group I, Group II and Group III. Such groups shall consist of no

fewer than one member each. The members of each group shall be elected for a term of three years, and until their successors are elected and qualified.

Section 4: Anyone wishing to be considered for election to the Board of Directors shall submit their name and qualifications to the Board no less than 30 days before the annual meeting.

Section 5. Should the number of Directors be reduced, the directorship(s) eliminated shall be allocated among groups as appropriate so that the number of Directors in each group is as specified above. The Board of Directors shall designate, by the name of the incumbent(s), the position(s) to be abolished. Notwithstanding the foregoing, no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Should the number of Directors be increased, the additional Directorships shall be allocated among classes as appropriate so that the number of Directors in each class is as specified above.

Section 6. Any vacancy occurring on the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors will be filled by a new Director chosen by a majority of the remaining Board of Directors. The new Director will serve for the unexpired term of the predecessor in office.

Section 5. Meetings of the Board of Directors, regular or special, will be held at such location as is designated in the notice of such meeting.

Section 8. Regular meetings of the Board of Directors will be held no less frequently than quarterly on a date set by the President.

Section 9. Written or printed notice, stating the place, day and hour of any special meeting of the Board of Directors will be delivered to each Director not less than three (3) or more than ten (10) days before the date of the meeting, either personally, via electronic mail, or by first class mail, by or at the direction of the Chairman of the Board of Directors, the President, the Secretary, or the Directors calling the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail by registered or certified mail addressed to the Director at the Director's address as it appears on the records of the Corporation, with postage prepaid. If mailed electronically, the transmission of the notice must request a 'read receipt' and the notice will be deemed to be delivered when a 'read receipt' is received by the sender. The notice need not state the business to be transacted at, or the purpose of, the meeting.

Section 10. A special meeting of the Board of Directors may be called by either:

- (1) The President;
- (2) A majority of the Board of Directors.

Section 11.

Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of that meeting except when the Director attends a meeting for the express purpose of

objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. A majority of the whole Board of Directors will constitute a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Nonprofit Corporation Law, the Articles of Incorporation of this Corporation, or any provision of these Regulations.

Section 13. No director shall have more than two unexcused absences from properly called board meetings within a year's time.

ARTICLE V OFFICERS

Section 1. The Officers of this Corporation will consist of the following personnel:

- (1) A President.
- (2) A Vice President.
- (3) A Secretary.
- (4) A Treasurer.

Section 2. Each of the officers of this corporation will be elected by a majority of the members of the current Board of Directors and Advisory Board at a meeting at which a quorum of the Board of Directors is present. The officers will serve for a term of one year.

Section 3. The President is the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office and any other duties that may be required by these Regulations or prescribed by the Board of Directors.

Section 4. The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board of Directors.

Section 5. The Secretary will keep minutes of all meetings of Members and of the Board of Directors, be the custodian of the corporate records, give all notices as are required by law or by these Regulations, and, generally, perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Directors.

Section 6. The Treasurer will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, render reports and accountings to the Directors and to the Members as required by the Board of Directors or by Members or by law. The Treasurer will perform in general all duties incident to the office of

Treasurer and any other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Directors.

Section 7. Any Officer elected or appointed to office may be removed by the persons authorized under these Regulations to elect or appoint Officers whenever in their judgment the best interests of this Corporation will be served. However, any removal will be without prejudice to any contract rights of the Officer so removed.

Section 8 In the event that an officer resigns or is otherwise unable to continue to serve, the Board of Directors and Advisory Board shall elect a replacement to fill the unexpired term.

ARTICLE VI ADVISORY BOARD

Section 1. The Advisory Board shall consist of interested members of FoCH for the purpose of advising the Board of Directors about any topic under discussion and to suggest additional topics of concern. Members of the Advisory Board will be welcome to attend any meeting of the Board of Directors or committee thereof, except for those meetings declared to be Executive Session.

Section 2. Membership in the Advisory Board shall be by invitation from a majority of the Board of Directors and current members of the Advisory Board. There shall be no limit on the number of members in the Advisory Board.

Section 3. Except as provided elsewhere in this document, members of the Advisory Board shall have no voting right on issues on which the Board of Directors votes.

Section 4. Members of the Advisory Board can be removed by a majority vote of all other members of the Advisory Board and Board of Directors.

ARTICLE VII INFORMAL ACTION

Section 1. Whenever any notice whatever is required to be given under the provisions of the Chapter 1702, Ohio Revised Code, the Articles of Incorporation of this Corporation or these Regulations, a waiver of the notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to the giving of the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

Section 2. Any action required by law or under the Articles of Incorporation of this Corporation or these Regulations, or any action that otherwise may be taken at a meeting of either the Members or Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the persons entitled to vote with regard to the subject matter of the consent, or all Directors in office, and filed with the Secretary of the Corporation.

ARTICLE VIII COMMITTEES

Section 1. This Corporation may have certain Committees, each of which will consist of one or more Directors. Each Executive Committee will have and exercise some prescribed authority of the Board of Directors in the management of this corporation. However, no Committee will have the authority of the Board in reference to affecting any of the following:

- (1) Submission to Members of any action requiring approval of Members under Chapter 1702, Ohio Revised Code.
- (2) Filling of vacancies in the Board.
- (3) Adoption, amendment, or repeal of Regulations.
- (4) Amendment or repeal of any resolution of the Board.
- (5) Action on matters committed by Regulations or resolution of the Board to another Committee of the Board.

Section 2. The Board of Directors, by resolution duly adopted by a majority of the Directors in office, may designate and appoint one or more Executive Committees and delegate to these Committees the specific and prescribed authority of the Board of Directors to exercise in the management of this Corporation. However, the creation of Executive Committees will not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

Section 3. An Executive Committee will act for the Board of Directors in the day-to-day management of this Corporation in the absence of action by the Board, where legally permissible.

Section 4. In addition, the Board of Directors, by resolution may designate and appoint certain Functionary Committees designed to transact certain ministerial business of the corporation or to advise the Board of Directors. These Committees will be chaired by an Officer or Director as designated by the Board. The Chairperson will proceed to select the remaining members of the Committee up to the number set by the Board or terminate the memberships or appoint successors in the Chairperson's discretion. The Board may terminate any Committee by resolution.

ARTICLE IX OPERATIONS

Section 1. This fiscal year of this corporation will be the calendar year.

Section 2. Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned by the President. Contracts, lease, or other instruments executed in the name of and on behalf of the Corporation will be signed by the

Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Directors certified by the Secretary authorizing their execution.

Section 3. This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Directors, and Executive Committees. The Corporation will maintain a membership roster giving the names, addresses, and other details of the membership of each member, and the original or a copy of its Regulations including amendments to date certified by the Secretary of the Corporation.

Section 4. All books and records of this Corporation may be inspected by any Member, or the Member's agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.

Section 5. This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Directors, or Officers. However, the Corporation may pay compensation in a reasonable amount to Members, Officers, or Directors for services rendered.

Section 6. This Corporation will make no loans to any of its Officers or Directors.

Section 7. In the event that the corporation dissolves, any remaining funds, property, and records of the corporation shall become the property of Richfield Historical Society of Richfield, Ohio

ARTICLE X AMENDMENTS

Section 1. The power to alter, amend, or repeal these Regulations, or to adopt new Regulations, to the extent allowed by law, is vested in the voting members. These Regulations may be altered, amended, or repealed, by the voting members at a meeting held for that purpose, by the affirmative vote of a majority of the voting members present, if a quorum is present.

Section 2. Adopted by the Incorporators July , 2009, at Bedford, Ohio.

Amended February 2010
Amended June 2013
Amended April 2014
Revised June 2014
Amended February 2015
Amended October 2015
Amended February 2017

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 02 2015

FRIENDS OF CROWELL HILAKA
100 WANDLE AVE
BEDFORD, OH 44146-2656

Employer Identification Number:
27-0780916
DLN:
26053415002395
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 13, 2015
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for reinstatement under Section 7 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 5436



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SPRINGHETTI INSURANCE AGENCY INC 843 N CLEVELAND-MASSILLON RD AKRON, OH 44333	CONTACT NAME: BOB SPRINGHETTI
	PHONE (A/C, No, Ext): 330-666-6234 FAX (A/C, No): 330-666-6415
	E-MAIL ADDRESS: bob@springins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : AUTO-OWNERS INSURANCE
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
FRIENDS OF CROWELL HILAKA
100 WANDLE AVE
BEDFORD, OH 44146

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	05517644	09/25/2016	09/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ADDITIONAL INSURED:
RICHFIELD JOINT RECREATION DISTRICT
PO BOX 387
RICHFIELD, OH 44286

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

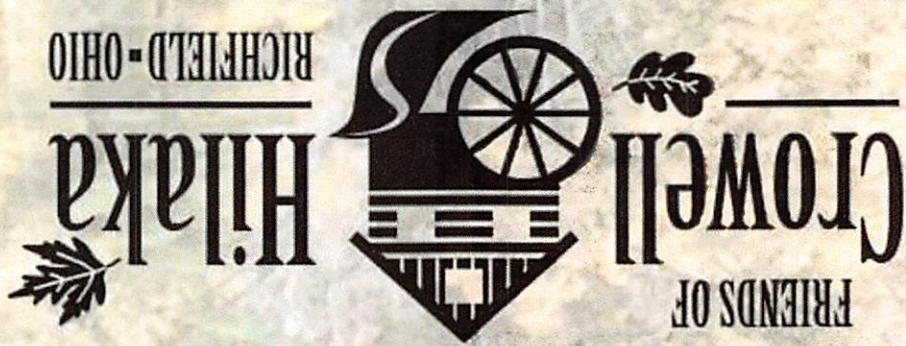
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Work Plan Proposal

Friday, March 24, 2017

Presented to the RJRD

Friends of Crowell Hilaka © 2017



Purpose:

- To facilitate the work of the RJRD volunteer crew by relieving them of the burden of a few clearly defined, on-going tasks
- To assist the RJRD in making the park a safe and vibrant destination
- To suggest viable areas of interest and expertise where Friends of Crowell Hilaka can be of service pending rollout of the Master Plan and during its early phases.
- To continue developing relationships that will benefit the park.
- To ensure the viability of Friends of Crowell Hilaka so that we can continue to provide service well into the future.

Work Plan Index:

- Native species restoration
- Monitoring of the perimeter fence
- Assistance with trail upkeep

*Friends Groups have a proven track record for generating community enthusiasm, raising funds, and recruiting, training, and keeping volunteers. Friends Groups **WORK WITH** owners/governments in a collaborative relationship, adding value to projects.*



Native Species Restoration:

Purpose: To establish, in conjunction with the RJRD Board, a comprehensive strategy, using limited resources and the best available scientific methods to minimize the impact of invasive plant species on the landscape of Crowell Hilaka.

Goal: Train volunteers to assist in implementing these strategies. Identify species and areas with the maximum impact and create a map of areas to prioritize

Intermediate Goal: In conjunction with RJRD Board, plant diverse native species to prevent vacuum effect. Assist with invasive species removal, particularly in areas where existing native species can easily re-establish themselves.

Long Term Goal: Work towards re-establishing environmental habitat appropriate for this region.

Develop Plan of Action

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In conjunction with the RJRD Board, consult with certified experts to designate areas of the park that are priorities for invasive plant species management. Under direction of the RJRD Buildings and Grounds committee, FoCH reached out to the Ohio Invasive Plant Council in fall of 2015. After having the opportunity to hike Crowell Hilaka, the OIPC has agreed to provide continuing guidance and assistance.

A map locating areas of high density and low density of invasive plants, as well as locating areas of easy re-establishment would be created to prioritize areas of focus. OIPC is willing to help us develop this map for RJRD Park Operations Committee (or the chain of command determined by the RJRD for reporting) approval. This plan will allow us to focus control efforts on the highest quality areas and the highest priority invasive plant species. Timing is dependent on RJRD Board availability to meet with FoCH and consultants.

Systematically identify and rank a hierarchical list of invasive plant species on which to focus. Once a high level assessment survey is complete a detailed, comprehensive survey to be printed and shared with RJRD. Species survey and mapping can be done by early summer of 2017, but assessment will be an on-going process. Work on high priority areas at the appropriate season for the most effective window of opportunity

Exit Strategy: Not Applicable for planning.

Train Volunteers and Implement Plan:



In conjunction with the RJRD Park Operations Committee (or the chain of command determined by the RJRD for reporting), establish protocols to train volunteers in best practices for safe control of the highest priority invasive plant species documented in the park.



Friends of Crowell Hilaka plans to create a variety of training levels in preliminary development for single species recognition; from simple pull and dispose, more strenuous techniques and theory, and advanced field work. FoCH would maintain training logs and volunteer hours, property areas, and estimated volume of plan material removed and emailed to the RJRD for their records. Ultimately, the best measure of results would be observed by independent observers (e.g. Audubon Society, Baldwin Wallace) tracking an increase or decrease in wildlife diversity.



Beth Sanderson, FoCH Vice President, is working with consultants in land management and is in the process of becoming Certified Volunteer Naturalist through the CVNP. FoCH have volunteers experienced in invasive species removal in the Cuyahoga Valley National Park and Cleveland Metroparks who are eager to get started.



Invasive plants can cause significant ecological and economic harm and are changing the face of America. They impact wildlife by choking out natural habitats such as freshwater wetlands, causing loss of available food, or altering habitat structure or function. They out-compete native plants and destroy important natural communities such as floodplain forest. Invasive plants cause widespread impact to our fish, wildlife, endemic plants and natural communities. They are a major threat to native biodiversity, second only to habitat destruction.



Safety is all encompassing and refers to keeping the procedures safe for the people, wildlife and integrity of the land. Training ensures the volunteers have the information to be safe. Training and removal would be an on-going process. Volunteers would perform annual and episodic monitoring of both treated and untreated areas.



Exit Strategy: If necessary notify the RJRD Park Operations Committee.

Monitoring of the Perimeter Fence:

Purpose: To protect the park ecosystem by ensuring an intact deer enclosure, as well as protect Richfield's investment in the park by identifying breaches early

Goals: Create a monitoring schedule and reporting system for the perimeter fence to notify the RJRD Board of any breaches.

S A committee of Friends of Crowell Hilaka volunteers would work alongside of the RJRD Park Operations Committee (or the chain of command determined by the RJRD for reporting) to divide the perimeter fence into manageable sections that can be covered in an average day's hike. Sections would be named or numbered and have a corresponding master map. A monitoring schedule and reporting system would also be created to keep the committee informed of the physical condition of the fence, as well as any issues including, but not limited to, fallen trees and vandalism.

M Reports listing the date of inspection, volunteer/hours, and physical condition of the fence including photos, as well as location of any damage or vandalism, will be maintained by FoCH and emailed to the RJRD for their records. RJRD would notify FoCH as breaches are repaired.

A Friends of Crowell Hilaka worked alongside the RJRD Volunteers in December of 2015 to clear the fence of fallen trees and brush for Great Lakes Fencing to make repairs. Together, with Jeff DeLuca's leadership, RJRD and FoCH volunteers finished the tree clearing within five weeks of commencement, despite the busy holiday season.

R While the perimeter fence does not prevent animals from entering/leaving, it does deter grazers from meandering onto the property. By educating the community of the benefits of the perimeter fence, we can continue to maintain the healthy understory of vegetation.

T We would recommend the FoCH volunteer committee hike all the perimeter fence bi-monthly or seasonally. Annual overall fence hikes would be organized by FoCH to cover all sections of the perimeter fence in a short amount of time.

E Exit Strategy: If necessary notify the RJRD Park Operations Committee.

Assist with Trail Upkeep:

Purpose: To keep identified trails safe and scenic

Goals: Update the Friends of Crowell Hilaka map to include the Buckeye Trail and other new trails, as well as any closed trails/areas.

Create a monitoring schedule and reporting system for trails identified for use by RJRD for debris removal and regular maintenance, as well as reporting major hazards.

S The Friends of Crowell Hilaka Trail Tracker Committee (consisting of FoCH and OHC members) began mapping existing trails and features on February 20, 2016 under direction of Bob Becker. The goal was to create an updated map for the master planners. The committee would continue to work alongside of the RJRD Park Operations Committee (or the chain of command determined by the RJRD for reporting) to maintain a map as well as create a monitoring schedule and reporting system to keep the committee informed of any issues including, but not limited to, fallen or dangerous trees, washouts, and vandalism.

M Using Gaia GPS, the existing trail data has been collected by FoCH Volunteers and saved as *.kml files. Using the tracking program will allow for the new map to be more accurate, as well as easier to update periodically to reflect changes in the park. Reports listing the date, volunteer/hours, location, and hazard, as well as when and how condition was repaired, will be maintained by FoCH and emailed to the RJRD for their records.

A Friends of Crowell Hilaka has been researching and collecting maps since our inception in 2010. That same year, we created our map that has been used by thousands of visitors (approximately 3,000 maps have been printed and distributed since 2014 as well as featured on our website). During this time, we regularly hiked and monitored the trails.

R The existing hiking trails and portions of the orienteering courses were mapped throughout the spring of 2016 and *.kml files sent to Trustee Becker to be sent on to the Master Planner. Since the new committee structure has been formed, all work as ceased. Time would be dependent on which trails the RJRD chooses to maintain. We would recommend the FoCH Trail Tracker Committee hike all the trails bi-monthly or seasonally and arrange work parties for any needed repairs. Annual spring and fall clean up events would be organized by FoCH to provide seasonal repairs and encourage camaraderie.

T

E Exit Strategy: If necessary notify the RJRD Park Operations Committee.

Bob Becker, Chairman
Richfield Joint Recreation District
P.O. Box 246
Richfield, OH 44286
330-659-6575

Friday, March 24, 2017

Dear Mr. Becker,

Pending the approval of our Memorandum of Understanding by the RJRD Board: Thank you for permitting the Friends of Crowell Hilaka use of a space or structure, to be designated by the RJRD Board, for general office and communications purposes as well as storage of tools and equipment.

In an effort to start the conversation, we would like to request the use of Chagrin Valley Cabin and Amity House (or other historic structure as the RJRD board deems appropriate).

Chagrin Valley Cabin is located within the Clean Ohio parcel. It is our understanding that the RJRD is not permitted to charge rental fees for use of structures within that parcel. If FoCH were to use that structure, it would leave the other rentable facilities available for other organizations. The open layout would be optimal for tool storage and hosting meetings. If, in the future, the RJRD pursues camping and/or rentals, FoCH could offer a volunteer camp host program to greet visitors and assist as needed during their stay.

It is our understanding that the RJRD Board has expressed interest in mothballing the historic homes at Richfield Heritage Preserve. FoCH would like to assist with the monitoring of a historic home of the RJRD board's choosing (Amity, North, Kirby, etc.). If permitted use, FoCH would monitor and inform the RJRD board of any issues. In the future, when an outside organization expresses interest in the historic structure, FoCH could move to a different historic home of the RJRD board's choosing to continue monitoring.

FoCH understands that we will need to develop an agreement with the RJRD board in regards to use and responsibilities (e.g. paying for utilities, paying for RJRD board approved repairs, etc.). If FoCH discovers any necessary repairs or accidentally damages the occupied structure, we will provide a written letter and photographs identifying the issue to the RJRD board (or the chain of command determined by the RJRD for reporting) for their consideration on how to resolve.

Of course, this is only a suggestion to start the conversation and FoCH recognizes the RJRD board will make the final decision per our agreement. On behalf of the Friends of Crowell Hilaka, thank you in advance for your consideration.

Sincerely,



Corey Ringle
FoCH President
corey.ringle@gmail.com
216-299-1051

