

AGREEMENT

THIS AGREEMENT, made as of this 20th day of JUNE 2018, by and between the Russell Township Board of Trustees, P.O. Box 522, Novelty, Ohio 44072, Ohio, herein called the "Township", and Paul J. Pira, 8211 Depot Road, Saybrook, OH 44004 and the Swamp Rattlers Band, hereinafter collectively called the "Band".

THIS AGREEMENT shall not become a contract binding upon the parties concerned until the parties have properly signed this Agreement.

In consideration of the mutual covenants herein contained, the parties agree as follows:

WITNESSETH:

That for and in consideration of the payment and agreements hereinafter mentioned to be made and performed by the Township, the Band hereby agrees to faithfully perform all things to be done under this Agreement. The Band agrees to perform a two-hour concert appropriate for Township residents of all ages on August 23, 2018 at 7:00 p.m. on the west lawn (uncovered) of 8501 Kinsman Road, Russell Township, Geauga County, Ohio, hereinafter called the "Concert." At the Band's own proper cost and expense, the Band shall furnish all sound equipment, personnel and other services necessary to perform the Concert. The Township shall furnish electricity at the Concert via heavy duty extension cords.

The Band shall arrive no later than 6:00 p.m. on the day of the Concert and shall be limited to a fifteen (15) minute rest break during the Concert.

The Band shall receive payment in the amount of Five Hundred Dollars (\$ 500.00) for all services rendered under this Agreement. Payment shall be provided at the time of the Concert or within two (2) weeks thereafter.

WITNESSETH:

The Band covenants and agrees that this Agreement shall consist of this document together with the following additional documents which shall be incorporated herein:

- a. general liability insurance certificate
- b. ~~worker's compensation certificate~~ *S.S.G. 6/22/18 KPW 6/22/18*
- c. ~~certificate of unresolved findings from the Auditor of State's Office.~~ *S.S.G. 6/22/18 KPW 6/22/18*

I. INDEMNIFICATION AND LIABILITY INSURANCE

A. The Band shall defend, indemnify, and save harmless the Township and its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or costs of any kind, including attorneys' fees, incurred by the

Township and in the defense of any claims against the Township arising directly, indirectly or in any way from the conduct of the Band pursuant to the terms of this Agreement, by reason of any negligent or other act or omission of said Band, their members, agents, employees, subcontractors or anyone else in the execution of this Agreement.

B. The Band shall, at its own expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring the Township against the indemnification obligations undertaken in paragraph A of Section I. ~~The comprehensive general liability insurance policy shall name the Township as an additional insured and have a thirty (30) day cancellation clause, and shall in addition to the above protect the Township from claims which may arise out of or result from the Band's operations under the Agreement, whether such operation is by the Band, any of its members, or anyone else, and shall have limits of not less than One Million Dollars (\$1,000,000) for any one incident involving one or more persons, including property insurance in an amount not less than One Million Dollars (\$ 1,000,000.00) and shall be primary with respect to the Band's general liability, notwithstanding, any other insurance covering the Township.~~ Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty in the United States. The Band shall submit proof of the required insurance with the Township as a condition precedent to providing services.

OK
S. S. S.
6/22/18
KAW
6/25/18
RTP-79-018

H. WORKER'S COMPENSATION

~~The Band shall at all times during the life of the agreement, subscribe to and comply with the worker's compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the Township harmless from any and all liability arising from, out of, or under said Act. The Band shall furnish at the time of delivery of this Agreement, a copy of the official certificate or receipt showing the payment hereinbefore referred to.~~

OK
S. S. S.
6/22/18
KAW
6/25/18
RTP-79-018

III. COMPLIANCE WITH LOCAL LAW

The Band shall perform all services in conformance with applicable state and local law requirements.

IV. PROTECTION OF PROPERTY

A. Safety Precautions and Programs

The Band shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the performance of their duties.

B. Safety Persons and Property

The Band shall take all reasonable precautions for protection and prevention of damage, injury or loss to:

1. All Band members performing at the Concert and any persons who may come into contact with any sound or other equipment utilized by the Band.
2. Other property at the Concert or adjacent thereto, including trees, shrubs, structures, vehicles and utilities; and
3. The Band will maintain all continuous walkways and roadways free of debris or any condition, which may be considered unsafe or inconvenient.

V. DISPUTES

A. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this Agreement shall be presented in a court of competent jurisdiction of Geauga County, Ohio.

B. The parties agree that this and the documents referred to herein are the sole and exclusive agreements of the parties and that any necessary modification(s) be reduced to writing and executed in a like manner.

C. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.

VI. ASSIGNMENT OF CONTRACT

The Band shall not assign this Agreement without the prior written consent of the Township.

VII. TERMINATION

This Agreement may be terminated by the Township at any time for any reason or no reason.

The Township will endeavor to notify the Band of a cancellation of the Concert no later than 4:00 p.m. on August 23, 2018, in the event of rain or other inclement weather.

VIII. INTEREST OF OFFICERS, EMPLOYEES

No member, officer, or employee of the Township or its designees or agents, or member of the governing body of the locality in which the Concert is situated, or any other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Concert during his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for which work is to be performed in connection with the Concert under the Agreement.

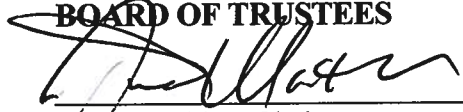
IX. DISCRIMINATION

The Band in the hiring of employees for the performance of work under this Agreement or any sub agreement shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the services to which the agreement relates.

The Band or any person acting on behalf of the Band shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above-written.

**RUSSELL TOWNSHIP
BOARD OF TRUSTEES**


Justin Madden, Chairman


Gary Gabram, Vice Chair

Jim Mueller, Trustee


Karen Walder, Fiscal Officer

SWAMP RATTLERS BAND

By: _____

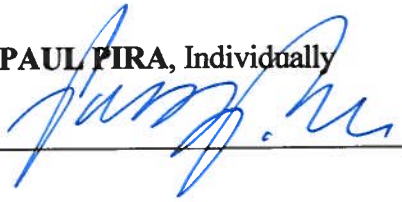
Print Name: _____

Title: _____

Band Address: 8211 Dept Rd.
Ashtabula, OH 44004

Phone Number: _____

PAUL PIRA, Individually



APPROVED AS TO FORM:

Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2018

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 Kleve & Associates Insurance Agency, Inc. PO Box 367 Burton, OH 44021 License #: 2134	CONTACT NAME: Connie Burgess
	PHONE (A/C, No, Ext): (440)834-4432 FAX (A/C, No): (440)834-1569
	E-MAIL ADDRESS: connieb@klevelandinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Goodville Mutual Insurance NAIC # 14044
INSURED Willard R Duns Janet E Duns 13536 KINSMAN RD BURTON, OH 44021	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 1

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 type="checkbox"/> OCCUR			TC930111	08/25/2017	08/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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

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

Connie Burgess

(CLB)

*Hello Melissa,
Will Duns is
my soundman &
band mate. He
has this insurance.
Thanks, PAUL*

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.															
2 Business name/disregarded entity name, if different from above															
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Other (see instructions) ▶</td> </tr> </table>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate											
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.															
<input type="checkbox"/> Other (see instructions) ▶															
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):															
Exempt payee code (if any) _____															
Exemption from FATCA reporting code (if any) _____															
(Applies to accounts maintained outside the U.S.)															
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)														
6 City, state, and ZIP code															
7 List account number(s) here (optional)															

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
282 - 86 - 0004
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 7-9-2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number (or EIN if business)

282-86-0004

First Name

MI Last Name

PAUL

J. PIRA

Name of Current Employer

Beauga Park District

STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

R u s s e l l T o w n s h i p

Employer Contact

First Name

MI Last Name

B r i t t a n y

L. M i l l i t e

Employer Code

Employer Contact Phone Number

7 4 6 5 - 0 0

4 4 0 - 3 3 8 - 7 7 8 3

Service Provided to Public Employer

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

8 / 23 / 18

8 / 23 / 18

Signature required on second page of the form

STEP 3: Acknowledgment

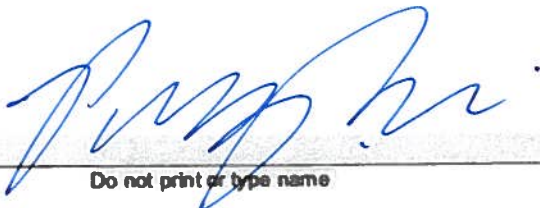
The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If entering into a contract to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, the pension portion of your benefit will be forfeited during the period of the contract. The annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract.

This acknowledgement will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature  Today's Date 7 / 9 / 2018
Do not print or type name