



City of Parma Heights
Council Meeting
6281 Pearl Road

Monday, September 25, 2023
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- **SEPTEMBER 11, 2023 – PARMA HEIGHTS CITY COUNCIL MEETING**

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: None at this time

PUBLIC SESSION

LEGISLATION

Third Reading

1. RESOLUTION NO. 2023 – 52

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY, AS AMENDED

Second Reading

2. ORDINANCE NO. 2023 – 53

AN ORDINANCE ESTABLISHING AND ENACTING SECTION 105.08 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “BID EVALUATION FACTORS”, TO PROVIDE FOR A NEW SECTION OF THE ADMINISTRATIVE CODE

First Reading

3. ORDINANCE NO. 2023 – 58

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY, OHIO, TO PROVIDE HEALTH SERVICES FOR THE CITY OF PARMA HEIGHTS

4. ORDINANCE NO. 2023 – 59

AN ORDINANCE REPEALING ORDINANCE NO. 2023 – 9, ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

5. ORDINANCE NO. 2023 – 60

AN ORDINANCE AMENDING SECTION 151.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

6. ORDINANCE NO. 2023 – 61

AN ORDINANCE AMENDING SECTION 151.04 ENTITLED “CHIEF OF POLICE; ASSISTANT CHIEF/CAPTAIN” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

7. ORDINANCE NO. 2023 – 62

AN ORDINANCE AMENDING SECTION 153.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

8. ORDINANCE NO. 2023 – 63

AN ORDINANCE AMENDING SECTION 153.02 ENTITLED “FIRE CHIEF; ASSISTANT CHIEF” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

9. RESOLUTION NO. 2023 – 64

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO THE HEALTHY URBAN TREE CANOPY GRANT PROGRAM YEAR 2023 PROJECT AGREEMENT WITH THE CUYAHOGA COUNTY PLANNING COMMISSION, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PROJECT, AND DECLARING AN EMERGENCY

10. ORDINANCE NO. 2023 – 65

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR SAFETY CAMERA SERVICES, EXPEND FUNDS PURSUANT TO THAT AGREEMENT, AND DECLARING AN EMERGENCY

11. RESOLUTION NO. 2023 – 66

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH GARLAND/DBS, INC. THROUGH EQUALIS GROUP FOR REPAIRS TO THE PARMA HEIGHTS SERVICE GARAGE ROOF, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THOSE REPAIRS, AND DECLARING AN EMERGENCY

ADJOURNMENT

RESOLUTION 2023 - 52

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

WHEREAS, the Administration recommends that the vehicles and equipment listed on Exhibit "A" be removed from service as a result of their age and mechanical condition.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit "A", as amended, attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: ~~That this Resolution shall take effect and be in force from and after the earliest date provided for by law.~~ This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to place these vehicles up for auction immediately due to storage constraints; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

Exhibit A, as amended

| | | | |
|-------------|---------------------|--------------------------------|--------------------------|
| SERVICE | 2000 CHEVY | PICKUP TRUCK | 1GCGK24R8YR214075 |
| SERVICE | 2001 DODGE | TRUCK | 3B7KF26Z01M548040 |
| SERVICE | 2000 CHEVY | DUMP TRUCK | 1GBKC34F7YF506292 |
| <u>FIRE</u> | <u>1994 SUTPHEN</u> | <u>AERIAL TOWER W/PLATFORM</u> | <u>1S9A3KFE0R1003079</u> |

ORDINANCE NO. 2023 – 53

AN ORDINANCE ESTABLISHING AND ENACTING SECTION 105.08 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “BID EVALUATION FACTORS”, TO PROVIDE FOR A NEW SECTION OF THE ADMINISTRATIVE CODE

WHEREAS, the City of Parma Heights Charter enables the City to award contracts by competitive bidding, as determined by Council; and

WHEREAS, the City has determined that the “lowest and best” bidder may be identified by the use of several factors in addition to the dollar amount of the bid; and

WHEREAS, it is the desire of this Council, based on the recommendation of the Administration, to establish and adopt Section 105.08, “Bid Evaluation Factors”, in order to evaluate and select the lowest and best bidder, in the discretion of the City, for the award of contracts through competitive bidding.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, Cuyahoga County, State of Ohio:

Section 1: That this Council does hereby establish and enact Section 105.08, entitled, “Bid Evaluation Factors” of the Administrative Code, which reads in its entirety as set forth in Exhibit “A” and which is attached to this Ordinance and incorporated by reference as if fully rewritten herein.

Section 2: All Ordinances and Resolutions or parts thereof which are in conflict or inconsistent with any provision of the new Section adopted in Section 1 of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

105.08 BID EVALUATION FACTORS

- (a) The following factors are significant in determining whether a bid is the lowest and best bid and may be considered and applied by city officials, in their discretion, when determining the lowest and best bid for supplies, commodities, materials, equipment, furnishings or construction, renovation, maintenance, repair, businesses or general services.
- (1) The bidder's familiarity with the project.
 - (2) Adequacy of the equipment for the project.
 - (3) The bidder's record on similar projects.
 - (4) The bidder's experience in the relevant field in the preceding twelve months, including the original contract price for each job undertaken and the cost of any change order and overruns.
 - (5) The bidder's compliance with deadlines.
 - (6) The bidder's prior performance on any project taken for the City of Parma Heights.
 - (7) The bidder's financial solvency.
 - (8) Whether the bidder has ever sued or been sued by a public entity over a public project.
 - (9) The bidder's bonding record.
 - (10) The bidder's compliance record with, and maintenance of, unemployment and workers' compensation laws for all employees.
 - (11) The bidder's compliance record with, and maintenance of, federal and state wage laws for all employees.
 - (12) The bidder's compliance record with, and maintenance of, the Fair Labor Standards Act for all employees.
 - (13) The bidder's compliance record with, and maintenance of, Occupational Safety and Health Administration regulations for all employees.
 - (14) The experience, training, and skill of the bidder's workforce in writing.
 - (15) The number of years the bidder has been in the relevant businesses.
 - (16) The continuity of the bidder's workforce.
 - (17) The bidder's past compliance with employee drug testing.
 - (18) Past compliance with local and state income tax laws.
 - (19) The bidder's participation in a state accredited apprenticeship program when it is required by Ohio prevailing wage law.
 - (20) Any other factor determined to be relevant.
- (b) Bid specifications may contain provisions conforming to subsection (a) of this section. Evidence of the factors a bidder wishes to be considered is the responsibility of the bidder.
- (c) City Officials may reject any or all bids, or parts of bids, for any reason if acceptance is not in the best interest of the City.

ORDINANCE NO. 2023 - 58

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY, OHIO, TO PROVIDE HEALTH SERVICES FOR THE CITY OF PARMA HEIGHTS

WHEREAS, the City of Parma Heights as a duly organized and existing City is required to furnish certain health services for its inhabitants; and

WHEREAS, said health services can be more properly furnished in conjunction with other municipalities under the auspices of the General Health District of Cuyahoga County, Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Administration of the City of Parma Heights is authorized and directed to execute on behalf of the Municipality an agreement with the General Health District of Cuyahoga County for the period beginning January 1, 2024 and ending December 31, 2025 in accordance with Exhibit "A", attached hereto and made a part hereof by reference as if fully rewritten.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

PUBLIC HEALTH SERVICES AGREEMENT (City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2024** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Parma Heights**, a political subdivision, with its principal office located at 6281 Pearl Rd, Parma Heights, Ohio 44130 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 30, 2023 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

- 1. EFFECTIVE DATE, TERM AND TERMINATION.**
 - (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).
 - (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 20,863 residents. The current per capita rate established by the Board is \$7.25 per capita for calendar year 2024 and \$8.00 per capita for calendar year 2025. The total amount due based on the per capita rate will be One Hundred Fifty One Thousand Two Hundred Fifty Seven Dollars and No Cents (\$151,257.00) for calendar year 2024 and be One Hundred Sixty Six Thousand Nine Hundred Four Dollars and No Cents (\$166,904.00) for calendar year 2025. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Fifty One Thousand Two Hundred Fifty Seven Dollars and No Cents (**\$151,257.00**) for calendar year 2024 and the total annual sum of One Hundred Sixty Six Thousand Nine Hundred Four Dollars and No Cents (**\$166,904.00**) for calendar year 2025. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Seventy Five Thousand Six Hundred Twenty Eight Dollars and Fifty Cents (**\$75,628.50**) from the regular property tax settlement to be made for said City for calendar year 2024 and Eighty Three Thousand Four Hundred Fifty Two Dollars and No Cents (**\$83,452.00**) from the regular property tax settlement to be made for said City for calendar year 2025.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma, Ohio 44130

TO THE CITY:

City of Parma Heights
Attention: Mayor Marie Gallo
6281 Pearl Rd
Parma Heights, Ohio 44130

And

City of Parma Heights
Attention: Director of Law
6281 Pearl Rd
Parma Heights, Ohio 44130

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Marie Gallo

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of «CITY» for the calendar years 2024 and 2025 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

| |
|---|
| Animal Control and Shelter: |
| Rabies Surveillance – Animal bite follow up |
| Environmental Health - State Programs: |
| Food Service Operation Licensing/ Inspection/Education |
| Retail Food Establishment Licensing & Inspection. |
| School Facilities Inspection |
| Smoke Free Workplace Enforcement |
| Public Swimming Pool & Spa Licensing & Inspection |
| Tattoo & Body Piercing Enforcement |
| Temporary Park Camp Licensing/Inspection/Enforcement |
| Clean Indoor Air Regulation - complaint based response |
| Home Day Care Inspections - USDA Inspections Only/Fee for Service |
| Nuisance & Vector Control |
| Residential Housing/Commercial Building Inspection - complaint based response |
| Solid Waste Enforcement |
| West Nile Virus Prevention/Mosquito Control |
| Animal Venue Licensing/Inspection/Enforcement |
| Emergency Preparedness: |
| Public Health Emergency Preparedness (PHEP) |
| Planning and Cities' Readiness Initiative activities |
| Emergency Management Committee - participation |

| |
|---|
| Development of Local Emergency Response Plan - participation |
| Community Outreach and Education |
| Northeast Ohio Regional Public Health Partnership - participation |
| Epidemiology, Surveillance, Investigation Services: |
| Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB) |
| Disease Outbreak Management |
| Regional Infection Control Committee – participation |
| NEO Regional. Epidemiology Response Team – participation |
| Nursing Services: |
| Health Promotion: |
| First Aid/Communicable disease classes – fee for service |
| Cleveland Safe Kids Coalition - participation |
| Immunization Program: |
| Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay. |
| Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted. |
| Immunize Ohio- participation |
| Jail Inmate Health Services: |
| Jail Inspection - provided once annually |
| Lead Poisoning Prevention: |
| Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay |
| Case management |
| Environmental Assessment - Limited fee for service |
| Community Education and Outreach |
| Greater Cleveland Healthy Homes Advisory Council |
| Occupational Health: |
| Immunizations and Tuberculosis screenings - Fee for Service |
| Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services |
| Administrative Services: |
| Administration |
| Grant Writing & Management |
| Budget |
| Records Management |
| Accounts Payable, Accounts Receivable |
| Data Entry & Program Management |
| Reports - Financial & Statistical |
| Payroll |

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

ORDINANCE NO. 2023 - 59

**AN ORDINANCE REPEALING ORDINANCE NO. 2023 – 9, ESTABLISHING
COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA
HEIGHTS, AND DECLARING AN EMERGENCY**

BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Council hereby adopts the amended compensation and benefit schedules for various employees of the City of Parma Heights, attached hereto as Exhibits “A”, “B”, “C”, “D”, “E” and “F” and “G”, and are made a part of this Ordinance and incorporated herein as though fully rewritten.

Section 2. Ordinance No. 2023 – 9 is repealed effective immediately.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council; and all deliberations of this Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions, were in meetings open to the public, in compliance with the law.

Section 4. This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the municipality, and for the further reason that it is necessary to establish amended compensation and benefits for certain employees; wherefore, this Ordinance shall be in full force and effective immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A TO ORDINANCE 2023 - 59

It is the intention of Council to establish a pay ordinance for various employees of the City of Parma Heights, for a period commencing January 1, 2023, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023 the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|---------------------------------|-----------------------|---------------------------|--------------|
| | | From | To |
| FULL TIME: | | | |
| Clerk of Council | 9/1/2023 | \$ 35,350.00 | \$ 54,223.00 |
| Executive Assistant | 9/1/2023 | \$ 38,170.00 | \$ 58,478.00 |
| Service Dept. Assistant | 9/1/2023 | \$ 34,200.00 | \$ 52,440.00 |
| Accounting Clerk I | 9/1/2023 | \$ 32,340.00 | \$ 53,130.00 |
| Receptionist | 9/1/2023 | \$ 29,150.00 | \$ 47,829.00 |
| Legal Assistant/Paralegal | 9/1/2023 | \$ 40,000.00 | \$ 60,000.00 |
| PART-TIME (Hourly Rate): | | | |
| Clerk of Council | 9/1/2023 | \$ 20.00 | \$ 30.00 |
| Executive Assistant | 9/1/2023 | \$ 18.25 | \$ 26.10 |
| Assistant | 9/1/2023 | \$ 16.45 | \$ 23.50 |
| Accounting Clerk | 9/1/2023 | \$ 14.50 | \$ 20.75 |
| Finance Assistant | 9/1/2023 | \$ 20.00 | \$ 35.00 |
| Clerk of Commissions | 9/1/2023 | \$ 20.00 | \$ 30.00 |
| SENIOR CENTER: | | | |
| Asst. Site Coordinator | 9/1/2023 | \$ 25,000.00 | \$ 50,000.00 |
| Outreach Assistant | 9/1/2023 | \$ 22,500.00 | \$ 35,000.00 |
| Office/Clerical (PT/Hrly) | 9/1/2023 | \$ 10.10 | \$ 18.00 |
| Kitchen Aides (PT/Hrly) | 9/1/2023 | \$ 10.10 | \$ 18.00 |
| Vehicle Drivers (PT/Hrly) | 9/1/2023 | \$ 10.10 | \$ 18.00 |
| OTHER SUPPORT STAFF: | | | |
| Custodian-City Hall (PT/Hrly) | 9/1/2023 | \$ 10.10 | \$ 20.00 |

Annual salaries detailed above shall be paid in bi-weekly substantially equal installments per year. Compensation for overtime for full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

EXHIBIT B TO ORDINANCE 2023-59

It is the intention of Council to establish a pay ordinance for the Recreation Department of the City of Parma Heights, for a period commencing January 1, 2023, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023 the compensation of the following classifications and positions within each classification in the Recreation Department shall be as follows:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|-----------------------------------|---------------------------|---------------------------|--------------|
| | | From | To |
| FULL TIME: | | | |
| Recreation Maint. Supervisor | 9/1/2023 | \$ 41,100.00 | \$ 58,720.00 |
| Recreation Maint. Foreman | 9/1/2023 | \$ 29,125.00 | \$ 41,580.00 |
| Recreation Dept. Secretary | 9/1/2023 | \$ 26,000.00 | \$ 37,145.00 |
| PART-TIME (Hourly Rate): | | | |
| Pool Manager | 9/1/2023 | \$ 10.10 | \$ 20.00 |
| Asst. Pool Manager | 9/1/2023 | \$ 10.10 | \$ 18.00 |
| Pool Cashiers | 9/1/2023 | \$ 10.10 | \$ 16.00 |
| Pool Lifeguards | 9/1/2023 | \$ 10.10 | \$ 16.00 |
| Gatehouse Attendant | 9/1/2023 | \$ 10.10 | \$ 11.00 |
| Pool Maintenance Crew | 9/1/2023 | \$ 10.10 | \$ 11.00 |
| Recreation Instructors | 9/1/2023 | \$ 10.10 | \$ 14.00 |
| Attendants - Various | 9/1/2023 | \$ 10.10 | \$ 12.00 |
| Recreation Secretary | 9/1/2023 | \$ 11.00 | \$ 15.00 |
| BASEBALL/SOCCER/FOOTBALL: | | | |
| Rate per Season/Year - | | | |
| Baseball Deputy Directors | 9/1/2023 | \$ 1,750.00 | \$ 2,500.00 |
| Supervisor of Umpires | 9/1/2023 | \$ 1,100.00 | \$ 1,560.00 |
| Asst. Supervisor of Umpires | 9/1/2023 | \$ 910.00 | \$ 1,300.00 |
| Baseball League Directors | 9/1/2023 | \$ 560.00 | \$ 800.00 |
| Statistician | 9/1/2023 | \$ 350.00 | \$ 475.00 |
| Tennis Deputy Director | 9/1/2023 | \$ 725.00 | \$ 1,040.00 |
| Golf Deputy Director | 9/1/2023 | \$ 575.00 | \$ 832.00 |
| Basketball Deputy Director | 9/1/2023 | \$ 575.00 | \$ 832.00 |
| Flag Football Deputy Director | 9/1/2023 | \$ 600.00 | \$ 910.00 |
| Soccer Deputy Director (Yearly) | 9/1/2023 | \$ 1,275.00 | \$ 1,820.00 |
| Soccer League Supervisor (Yearly) | 9/1/2023 | \$ 520.00 | \$ 740.00 |
| UMPIRES/REFEREES: | | | |
| Rates Per Game - | | | |
| T-ball/Coach Pitch Umpire | 9/1/2023 | \$ 10.90 | \$ 15.60 |
| Class E Plate Umpire | 9/1/2023 | \$ 28.75 | \$ 40.90 |
| Umpires All Other Leagues | 9/1/2023 | \$ 10.10 | \$ 28.30 |

| | | | | | |
|------------------------|----------|----|-------|----|-------|
| Flag Football Referees | 9/1/2023 | \$ | 10.10 | \$ | 15.60 |
| Soccer Referees | 9/1/2023 | \$ | 10.10 | \$ | 15.60 |

Annual salaries as detailed above shall be paid bi-weekly in substantially equal installments per year. Compensation for overtime for full-time employees shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

EXHIBIT C TO ORDINANCE 2023-59

It is the intention of Council to establish a pay ordinance for Administrative Positions of the City of Parma Heights, for a period commencing January 1, 2023, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023 the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|----------------------------------|----------------|--------------------|---------------|
| | | From | To |
| Director of Public Service | 9/1/2023 | \$ 65,072.00 | \$ 106,904.00 |
| Public Works Coordinator | 9/1/2023 | \$ 50,000.00 | \$ 72,500.00 |
| Director of Finance | 9/1/2023 | \$ 61,115.00 | \$ 100,404.00 |
| Assistant to Finance Director | 9/1/2023 | \$ 39,865.00 | \$ 65,493.00 |
| Director of Law | 9/1/2023 | \$ 45,000.00 | \$ 89,086.00 |
| Assistant Director of Law | 9/1/2023 | \$ 25,000.00 | \$ 67,396.00 |
| Prosecutor | 9/1/2023 | \$ 25,000.00 | \$ 67,396.00 |
| Mayor's Court Magistrate | 9/1/2023 | \$ 25,000.00 | \$ 62,577.00 |
| Director of Human Resources | 9/1/2023 | \$ 55,640.00 | \$ 91,410.00 |
| Director of Safety | 9/1/2023 | \$ 24,500.00 | \$ 64,449.00 |
| Dir. of Recreation (Part-time) | 9/1/2023 | \$ 20,000.00 | \$ 51,750.00 |
| Dir. of Recreation (Full-time) | 9/1/2023 | \$ 53,100.00 | \$ 87,249.00 |
| Economic Development Coordinator | 9/1/2023 | \$ 54,525.00 | \$ 89,579.00 |
| Senior Services Administrator | 9/1/2023 | \$ 42,000.00 | \$ 69,000.00 |
| Special Assistant to the Mayor | 9/1/2023 | \$ 50,000.00 | \$ 70,000.00 |
| Grant Writer | 9/1/2023 | \$ 45,000.00 | \$ 67,500.00 |
| Clerk of Mayor's Court | 9/1/2023 | \$ 35,000.00 | \$ 57,500.00 |

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Compensation for overtime for non-exempt full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances.

Section 2. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT D TO ORDINANCE 2023-59

It is the intention of Council to establish a pay ordinance for supervisory and certain non-aligned employees in the Service Department of the City of Parma Heights, for a period commencing January 1, 2023, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2023, the compensation of certain non-aligned supervisory and hourly rated employees of the department of Public Service shall be in accordance with the following schedule for hours worked:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|---|----------------|--------------------|---|
| | | From | To |
| FULL TIME: | | | |
| Foreman | 9/1/2023 | \$ 21.30 | \$ 33.50 |
| Serviceman Grade IV (Seasonal/ Temporary, Part-time) | 9/1/2023 | \$ 11.00 | \$ 18.00 |
| BUILDING DEPARTMENT: | | | |
| Construction Consultant | 9/1/2023 | | \$ 28,035.00 |
| Building Inspectors | 9/1/2023 | | \$ 385.00 per month (Plus \$20.00/Inspect.) |
| Property Maint. Inspectors | 9/1/2023 | \$ 14.75 | \$ 22.00 |
| Property Maint. (Full Time) | 9/1/2023 | \$ 29,325.00 | \$ 41,870.00 |
| City Engineer | 9/1/2023 | \$ 30,000.00 | \$ 30,000.00 (per contract) |
| Assistant City Engineer | 9/1/2023 | \$ 15,000.00 | \$ 15,000.00 (per contract) |

Section 2. That compensation for overtime worked shall be in compliance with Section 147.11 and Section 147.12 of the Codified Ordinances of the City of Parma Heights.

Section 3. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 147 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT E TO ORDINANCE 2023-59

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Police Department.

Section 1. Effective January 1, 2023, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|-----------------------------|----------------|--------------------|---------------|
| | | From | To |
| FULL-TIME: | | | |
| Chief of Police | 9/1/2023 | \$ 85,000.00 | \$ 130,000.00 |
| Acting Chief of Police | 9/1/2023 | \$ 85,000.00 | \$ 130,000.00 |
| Assistant Chief of Police | 9/1/2023 | \$ 66,875.00 | \$ 87,600.00 |
| Police Chief's Assistant | 9/1/2023 | \$ 34,950.00 | \$ 60,000.00 |
| Civilian Clerk/Case Manager | 9/1/2023 | \$ 31,316.00 | \$ 60,000.00 |
| Custodian | 9/1/2023 | \$ 29,125.00 | \$ 41,582.00 |
| PART-TIME: | | | |
| Civilian Clerk/Case Manager | 9/1/2023 | \$ 15.30 | \$ 23.00 |
| Civilian Clerk/Receptionist | 9/1/2023 | \$ 13.50 | \$ 20.00 |
| School Crossing Guards | 9/1/2023 | \$ 10.10 | \$ 12.75 |

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 151 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT F TO ORDINANCE 2023-59

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Fire Department.

Section 1. Effective January 1, 2023, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION BAND: | |
|------------------------------|-----------------------|---------------------------|---------------|
| | | From | To |
| FULL-TIME: | | | |
| Fire Chief | 9/1/2023 | \$ 90,000.00 | \$ 130,000.00 |
| Captain/Assistant Fire Chief | 9/1/2023 | \$ 80,000.00 | \$ 115,000.00 |
| Fire Chief's Secretary | 9/1/2023 | \$ 32,767.00 | \$ 46,810.00 |

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2023, and continuing thereafter until repealed, the Sections of Chapter 153 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

EXHIBIT G TO ORDINANCE 2023-59

It is the intention of Council to establish a pay ordinance for the Office of Mayor and for Members of City council for time periods as stipulated below, which will reflect the impact of percentage increases extended to City employed during that time period from January 1, 2013, and continuing thereafter.

Section 1. For purposes of calculating the impact of percentage increases to be extended to the following elective positions based on the percentage of wage increase granted to other city employees; the following salaries for terms beginning January 1, 2022 shall be considered the base rate:

| CLASSIFICATION | EFFECTIVE DATE | COMPENSATION |
|-----------------------|-----------------------|---------------------|
| Mayor | 9/1/2023 | \$ 70,917.14 |
| Council Member | 9/1/2023 | \$ 11,598.06 |
| President of Council | 9/1/2023 | \$ 13,383.36 |

Section 2. Effective January 1, 2014 and continuing thereafter; compensation for the Office of Mayor, City Council Member and City Council President shall be determined by applying the annual percentage wage increase adopted for non-aligned City employees to the compensation in effect for the office of Mayor, City Council Member and City Council President at the time such annual percentage wage increase becomes effective.

Section 3. Due to City Charter provisions prohibiting elected City Officials from receiving pay increase in-term; such accumulative percentage increases referred to in Section 2 of this exhibit shall be applied to the rate of pay for the respective position at the beginning of the next term of office.

Section 4. Compensation for the offices specified above represents annual compensation payable as follows; for the Office of Mayor said annual amount to be paid in bi-weekly installments, and for City Council Member and President of Council said annual amount to be paid in equal monthly installments.

Section 5. That Section 1 of Exhibit G to Ordinance No. 2013-8 passed by council on February 25, 2013 is hereby repealed effective January 1, 2016.

Section 6. Nothing in this ordinance shall be construed to limit or impair the right of Council to authorize the payment or reimbursement of expenses incurred by any official or employee in the furtherance of the interest of the municipality.

ORDINANCE NO. 2023 - 60

AN ORDINANCE AMENDING SECTION 151.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the Administration is recommending that Section 151.01 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 151.01 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

151.01 PERSONNEL.

(a) The Department of Police shall be composed of one Chief of Police, up to two Captains, who shall be the Assistant Chiefs, eight Sergeants, 23 Patrolmen, and such special police officers as the Mayor shall from time to time designate, and any interim or temporary appointments acting in the positions described above.

(b) In case of an emergency, the Mayor may appoint additional police officers for temporary service in the Department who need not be in the classified list of such Department. Such additional persons shall be employed for the time during which the emergency exists, but not in excess of 120 days.

(c) When a circumstance of unavailability or permanent vacancy occurs in the office of Chief, Captain, or Sergeant, the Mayor may appoint, from the regular members, an Acting Chief, Acting Captain, or Acting Sergeant, pending promotional exams, and may also appoint a police officer in accordance with the provisions of the City Charter, and the rules and regulations of the Civil Service Commission ~~and the Ohio Revised Code.~~

(Ord. 2019-5. Passed 2-11-19; Ord. 2019-26. Passed 6-24-19.)

ORDINANCE NO. 2023 - 61

**AN ORDINANCE AMENDING SECTION 151.04 ENTITLED “CHIEF OF POLICE;
ASSISTANT CHIEF/CAPTAIN” OF THE PARMA HEIGHTS CODIFIED
ORDINANCES, AND DECLARING AN EMERGENCY**

WHEREAS, the Administration is recommending that Section 151.04 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 151.04 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

151.04 CHIEF OF POLICE; ASSISTANT CHIEF/CAPTAIN.

(a) The Chief of Police shall, under the direction of the Mayor, be the executive head of the Department of Police. In his absence from duty or incapacity the Chief, or in his absence the Mayor, shall have the authority to designate any full-time officer from the rank of Sergeant and above in the Police Department to serve as the acting Chief.

(Ord. 1955-67. Passed 8-1-55; Ord. 2012-36. Passed 8-6-12.)

(b) (1) The Chief of Police shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, sick leave, emergency responder pay and college education pay, as described in the employment contract entered into by the City with the Ohio Patrolmen's Benevolent Association for the Police Sergeants and Captains.

(2) The Assistant Chief of Police shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the rank of Captain by the employment contract entered into by the City with the Ohio Patrolman's Benevolent Association for Police Sergeants and Captains.

(c) Effective January 1, 1985, when any vacancy in the office of Chief of Police occurs due to retirement, death, ~~or~~ termination, or any other circumstances provided in the Civil Service Rules, and a member of the Department is assigned the duty of "Acting Chief" on a temporary or interim basis, such member ~~shall~~ may be paid at the Chief's normal rate of pay for such duty during the interim time period until a new Chief is appointed.

(d) Each nonaligned regular, full-time member of the Police Department holding the position of Chief of Police or Assistant Chief of Police shall be entitled to emergency responder allowance in addition to his or her regular compensation. Such allowance shall be paid as follows: six percent of the base annual salary, payable in two equal installments, on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be pro-rated and the amount paid but unearned shall be deducted from the employee's final paycheck.

(Ord. 2019-5. Passed 2-11-19.)

ORDINANCE NO. 2023 - 62

AN ORDINANCE AMENDING SECTION 153.01 ENTITLED “PERSONNEL” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the Administration is recommending that Section 153.01 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 153.01 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

153.01 PERSONNEL.

(a) The Fire Department shall be composed of the following regular members: one Chief, one Assistant Chief, six Lieutenants, ~~and twenty-one Firefighters,~~ and any interim or temporary appointments acting in the positions described above. There may also be volunteer firefighters in a number not to exceed twenty-five as may be from time to time duly designated and appointed by the Mayor.

(b) When a circumstance of unavailability or permanent vacancy occurs in the office of Chief, Assistant Chief, or Lieutenant, the Mayor may appoint from the regular members an Acting Chief, Assistant Chief, or Lieutenant, pending promotional exams, and may also appoint a Firefighter in accordance with the provisions of the City Charter, and the rules and regulations of the Civil Service Commission ~~of the City and the Ohio Revised Code.~~

(Ord. 1999-6. Passed 2-22-99; Ord. 2001-17. Passed 6-11-01; Ord. 2005-35. Passed 11-28-05; Ord. 2013-7. Passed 2-25-13.)

ORDINANCE NO. 2023 - 63

**AN ORDINANCE AMENDING SECTION 153.02 ENTITLED “FIRE CHIEF;
ASSISTANT CHIEF” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND
DECLARING AN EMERGENCY**

WHEREAS, the Administration is recommending that Section 153.02 of the Parma Heights Codified Ordinances be amended; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 153.02 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to allow for appropriate staffing of safety services without interruption; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

153.02 FIRE CHIEF; ASSISTANT CHIEF.

(a) The Fire Chief shall, under the direction of the Mayor, be the executive head of the Department of Fire. In his absence from duty or incapacity the chief, or in his absence the Mayor, shall have the authority to designate any full-time officer from the rank of Lieutenant or above in the Fire Department to serve as the acting Chief.

(Ord. 2012-35. Passed 8-6-12.)

(b) The Fire Chief shall be responsible for the prevention and control of the hazards of fire and the care and maintenance of all fire equipment and the buildings in which such equipment is housed. He shall also supervise and direct the hours of work and the duties of all firemen. Members of the Department of Fire shall have all the powers and duties conferred by law upon firemen in a city under the Ohio Revised Code and such other powers, not inconsistent with the nature of their offices, as are conferred by ordinance of this Municipality from time to time.

(Ord. 1956-70. Passed 9-24-56.)

(c) The Fire Chief shall be entitled to the following employee benefits: uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, sick leave, emergency responder pay and college education pay as described in the employment contract entered into by the City and Local 1690 of the International Firefighters Association.

The Assistant Fire Chief shall receive the same fringe benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police (See Section 151.04(b)).

(Ord. 1994-48. Passed 10-11-94; Ord. 2000-16. Passed 4-10-00.)

(d) Effective January 1, 1985, when any vacancy in the office of Fire Chief occurs due to retirement, death, ~~or~~ termination, or any other circumstances provided in the Civil Service Rules, and a member of the Department is assigned the duty of "Acting Chief" on a temporary or interim basis, such member ~~shall~~ may be paid at the Chief's normal rate of pay for such duty during the interim time period until a new Chief is appointed.

(Ord. 1985-12. Passed 5-13-85.)

(e) Each non-aligned regular member of the Fire Department holding the position of Fire Chief or Assistant Fire Chief shall be entitled to emergency responder allowance in addition to his or her regular compensation. Such allowance shall be paid as follows: 6% of the base annual salary, payable in two equal installments, on the pay days closest to May 1 and November 1 of each calendar year. When an employee leaves the Department through retirement, resignation or termination, the emergency responder allowance shall be pro-

rated and the amount paid but unearned shall be deducted from the employee's final paycheck.

(Ord. 2000-16. Passed 4-10-00; Ord. 2000-53. Passed 11-27-00; Ord. 2006-10. Passed 3-30-06.)

RESOLUTION NO. 2023 - 64

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO THE HEALTHY URBAN TREE CANOPY GRANT PROGRAM YEAR 2023 PROJECT AGREEMENT WITH THE CUYAHOGA COUNTY PLANNING COMMISSION, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, that the City of Parma Heights may enter into a Project Agreement with the Cuyahoga County Planning Commission and thereby participate in the Healthy Urban Tree Canopy Grant Program Year 2023 in order to provide for the planting of 100 native trees throughout Parma Heights, at a cost of up to \$64,758.00, and subject to the County’s reimbursement in an amount up to \$55,320.00. This project includes a master planting design and planting initiative for the City of Parma Heights.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to execute, on behalf of the City, the Healthy Urban Tree Canopy Grant Program Year 2023 Project Agreement with the Cuyahoga County Planning Commission, in accordance with Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, which Grant Program Project Agreement enables the City to plant 100 native trees at a projected cost of \$64,758.00 and qualify for reimbursement of a portion of said funds by the County in an amount up to \$55,320.00, and the Administration is hereby authorized to expend those funds for the project.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of said City and for the further reason it is necessary to enter into this Grant Program immediately to purchase and plant trees seasonally and to qualify for reimbursement of funds; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

HEALTHY URBAN TREE CANOPY GRANT PROGRAM YEAR 2023

PROJECT AGREEMENT

between

The Cuyahoga County Planning Commission

and

City of Parma Heights

INTRODUCTION

This Project Agreement is entered into on this 27 day of July, 2023, (the "Effective Date"), by and between the **Cuyahoga County Planning Commission** (hereinafter referred to as "**County Planning**"), located at 2079 East 9th Street, Suite 5-300 Cleveland, Ohio 44115 and the City of Parma Heights (hereinafter referred to as "**Organization**"), located at 6281 Pearl Road Parma Heights OH, 44130, in support of the Healthy Urban Tree Canopy Grant Program (hereinafter referred to as the "Program") in Cuyahoga County.

This Agreement acknowledges the Organization's mandatory attendance at the Cuyahoga County Healthy Urban Tree Canopy Grant Awards Workshop on July 27, 2023, and both parties expressly intend for the Agreement to be effective July 27, 2023, notwithstanding that a Party may sign the Agreement within sixty (60) days of the Effective Date.

Both County Planning and Organization agree to the terms and conditions described in this Project Agreement and Appendices and are collectively referred to as the "Parties". Attachments included as part of the Appendices are incorporated herein and made a part hereof as if fully rewritten herein.

PURPOSE

Whereas, pursuant to Resolution No. R2019-0145, the County Council of Cuyahoga County, Ohio first established funding to provide support for the Program for the purpose of investing five million dollars (\$5,000,000.00) over five (5) years for the purpose of assisting with reforestation efforts in Cuyahoga County;

Whereas, pursuant to the Program, the Organization will complete Parma Heights Tract 1782.06 Planting Initiative. Parma Heights Tract 1782.06 Planting Initiative; The project will replenish tree canopy in the SW Corridor of the city as identified in the Planning Commission's GIS Map as Tract 1782.06; focusing on the Nathan Hale Park Retention Basin Walking Trail construction site and contiguous areas including neighboring streets. (hereinafter referred to as "Project");

WHEREAS, County Planning desires to make an award to the Organization to complete said Project;

WHEREAS, the Parties desire to enter into this Project Agreement to govern their respective obligations under the Program with respect to the award;

Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

EFFECTIVE DATE AND TERM

The Term of this Project Agreement shall be for the period beginning on the **July 27, 2023**, the Effective Date written herein above and ending no later than **December 31, 2024**. The Term of the Project Agreement may be extended by mutual agreement of the Parties hereto, in writing, least thirty (30) days before the Project Agreement expires.

The Project Agreement must be returned within **sixty (60) days** upon notice of the grant award. Failure to return a signed Project Agreement within the sixty (60) day timeframe will forfeit the grant award, thus allowing the funds to be reallocated to another awardee.

MONITORING OF PROJECTS

The Cuyahoga Soil & Water Conservation District (hereinafter referred to as "CSWCD") will continuously monitor all stages of the project implementation for grant – funded projects. Therefore, the CSWCD must be present when planting activities begin and will:

- Review and approve all planting and maintenance plans prior to the commencement of planting activities.
- Review planting specifications with the planting crew and crew supervisor.
- Verify Planting Locations.
- Observe the planting activities, or a portion thereof.
- For project monitoring contact Jared Bartley, a minimum of 72 hours prior to the start of planting activities, at the Cuyahoga Soil and Water Conservation District at jbartley@cuyahogaswcd.org.

The Organization agrees to **provide on the reimbursement form, the name of the CSWCD staff and the date(s) that planting activities were monitored by CSWCD and verified satisfactory performance** that:

- Proper planting techniques occurred.
- Planting specifications were followed.

This is a requirement for reimbursement

FUNDING & COMPENSATION

The Organization acknowledges that funding for the completion of a Program Project was awarded to the Organization through a competitive grant application process conducted by a joint effort of County Planning, Cuyahoga County Department of Sustainability, CSWCD, and the Cuyahoga County Board of Health. Further, the Organization acknowledges that grant award provided by County Planning is a reimbursement grant award where the entity must first expense the cost and seek reimbursement of expenses paid.

- A. It is expressly understood and agreed that in no event will the total amount to be paid hereunder exceed the maximum sum of \$55,320.00 for the Parma Heights Tract 1782.06 Planting Initiative).
 1. The Organization certifies matching funds or supplementary funding to fully fund their Project. The Recipient are required to contribute no less than:
 - a. 50% match of the approved budget for Non-Profit Corporations and Park Districts with \$5,000,000.00 or more in assets (most recently reported to the State of Ohio),
 - b. 10% match of the approved budget for Municipalities, Townships, School Districts, Library Districts, Watershed groups, and Community Development Corporations, Non-Profit Corporations, and Park Districts with less than \$5,000,000.00 in assets (most recently reported to the State of Ohio)

REIMBURSEMENT & REPORTING

- A. Project Workplan. The Organization provided an overview of the work and deliverables for the Project in Organization's application. In order to be reimbursed, the County requires the following documents:
 - Approved Project Expenses Worksheet to be submitted with this Project Agreement.
 - Completed Reimbursement Form upon payment request detailing both reimbursable and match expenses, signed and dated by the Organization. It must include staff name and date that CSWD monitored the project.
 - Quarterly project reports to be submitted two (2) weeks after the end of the quarter detailing progress to-date.
 - A final report detailing the completed project in order to close out the grant.
 - A signed and dated project Closeout form summarizing total project costs and match expenses and project summary.
- B. Requests for Reimbursement. Project Award payments will be made on a reimbursement basis and should be submitted on no more than four (4) invoices during the life of the contract. Applicants must complete and submit the PY 2023 Cuyahoga County Healthy Urban Tree Canopy Grant Reimbursement Form and provide all support documentation of approved and incurred expenses that occurred within the contract period. A Quarterly Progress Report, based on the approved Expenses Worksheet for

reimbursement, is required no later than 2 weeks following the end of the quarter. Failure to report on the project status, to pay creditors for activities and equipment specified in the Project Description and Budget or failure to disburse funds for their authorized use constitutes a violation of the Project Agreement terms.

- Reimbursement requests that exceed the match requirement of the approved budget (as specified above) will not be processed until the minimum required match has been met and documented as such.
 - Send all reimbursement requests and quarterly reports via email to Alison Ball at aball@cuyahogacounty.us; and carbon copy email to Annette Linden at Alinden@cuyahogacounty.us. Identify HUTC23-PMH specific to your grant and reimbursement in the subject line.
- C. Establishment and Maintenance of Records. Records shall be maintained with respect to all matters covered by this Project Agreement. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Project Agreement.
- D. Documentation of Costs. All costs shall be supported by appropriate documentation of payment including a copy of cancelled check paid for eligible expenses, properly executed payrolls, time records, invoices, agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Project Agreement shall be clearly identified and readily accessible. All records must be kept according to standard accounting practices.
- E. Worker's Compensation. The Organization assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Organization agrees to follow federal, state and local regulations pertaining to any employees the Organization may use to provide services under this Project Agreement.
- F. Additional Information. At such times and in such forms as County Planning may require, there shall be furnished to County Planning statements, records, data and information, as County Planning may request pertaining to matters covered by this Project Agreement.

ACKNOWLEDGEMENT

The Organization is required to acknowledge the Healthy Urban Tree Canopy (HUTC) grant program funding and the financial support of Cuyahoga County. This acknowledgement must include at a minimum, the Cuyahoga County logo and a credit line that "The Organization name/program name is supported (in part) by the residents of Cuyahoga County through a public grant from Cuyahoga Healthy Urban Tree Canopy."

The Organization must make a plan to effectively cite the Healthy Urban Tree Canopy funding and support of Cuyahoga County at its events, in print and in digital materials, including but not limited to:

- Website
- Social Media
- Event Programs
- Educational Materials
- Promotional Materials
- Research Papers
- Media Interviews
- Signage
- Emails
- Annual Reports
- Benefit Events/Fundraising

PROCUREMENT STANDARDS AND METHODS

The Organization shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to the County Code and all Cuyahoga County regulations as now in effect and as may be amended from time to time for government and non-profit providers. Procurement procedures must include at a minimum obtaining no less than three (3) bids for materials and contracted work performed with the provision to select the lowest and best bid.

The Organization will enter into an agreement with a qualified and licensed contractor (“Contractor”), who is registered, bonded, and insured as required by Cuyahoga County, to complete all work.

CONFLICT OF INTEREST

Any and all potential and perceived conflicts of interest must be disclosed upon the execution of this Agreement or immediately upon discovery thereafter.

The following may **not** have a personal or financial interest or other benefit associated with this Project Agreement personally for themselves or for any person or entity with which they have a personal, familial, or business relationship, during their tenure and for one year thereafter, if applicable, including, but not limited to:

1. Any employee, agent, consultant, officer, elected or appointed official of Cuyahoga County;
2. Any entity that currently exercises or that in the past has exercised any functions or responsibilities with respect to the Project Activities or any of the activities that are in any way connected with this Project Agreement;
3. Any person or entity in a position to participate in a decision-making process;
4. Any person or entity in a position to gain inside information with regards to such activities or Project Activities.

The Organization shall take appropriate steps to ensure compliance with these requirements.

DISCRIMINATION PROHIBITED - EQUAL OPPORTUNITY

During the performance of this Project Agreement, the Organization agrees to provide the services hereunder without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon the Organization.

The Organization agrees that it is and shall be its policy to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Organization, including various eligible Small Business Enterprise, Minority Business Enterprise and Women Business Enterprise (hereinafter "SBE/MBE/WBEs").

The Organization acknowledges and warrants that it has been made aware of, understands and agrees to make a good faith effort to solicit SBE/MBE/WBEs to do business with this Organization in accordance with the Cuyahoga County Code.

PROJECT AGREEMENT TO REMAIN IN COMPLIANCE WITH CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES AS CONTINUING COMMITMENTS OR VERIFICATION

Organization shall ensure that all of its certifications, representations, and warranties under this Project Agreement shall remain true throughout the duration of the Project Agreement as if they are continuing commitments, and it shall immediately notify County Planning in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, County Planning has the unequivocal right to review and audit the Organization's continuing certifications, representations, and warranties.

During the performance of this Project Agreement, the Organization agrees to itself, its assignees, sub consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of Cuyahoga County, including but not limited to equal employment and SBE/MBE/WBEs requirements, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Project Agreement.

The Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Organization, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any company, firm or

person, other than a bona fide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Project Agreement. For breach or violation of this warranty, County Planning shall have the right to annul this Project Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, or contingent fee.

CHANGES

- A. County Planning may, from time to time, permit changes in the Project Description of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Project Agreement signed by the Parties.

- B. County Planning may upon its own initiative or upon that of the Organization, authorize changes in the time of performance. As a condition precedent to the authorization of such change, County Planning shall have determined that the Organization has exhibited the utmost in good faith in the performance of the Project Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Project Agreement. The Organization and County Planning, in writing, shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Project Agreement signed by the Parties.

PERSONNEL

- A. The Organization represents that it has or will secure at its own expense, all personnel required in performing the services under this Project Agreement. Such personnel shall not be employees of or have any contractual relationship with County Planning.

- B. All of the services required hereunder will be performed by the Organization or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

ASSIGNABILITY

The Organization shall not assign any interest in this Project Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

DEFAULT; TERMINATION OF AGREEMENT

If the Organization breaches any of its representations under this Project Agreement or fails to perform any of its obligations at any time prior to the end of the Term or is in default under any other condition of this Project Agreement for a period of thirty (30) days after date of County Planning's written notice to the Organization, County Planning may, at its sole option, terminate this Project Agreement and will be under no further obligation to disburse any funds remaining under the Award. The Organization shall be required to return any funds that may have been advanced during the thirty (30) day period that the notice was

issued. If the Project Agreement is terminated as a result of a default by the Organization, the Organization shall not be eligible to apply for a grant or loan under any subsequent round of the Program.

TERMINATION FOR CONVENIENCE

In addition to any other rights County Planning may have at law or under this Project Agreement with respect to cancellation or termination, County Planning may, without cause, terminate this Project Agreement in whole or in part, if County Planning determines that a termination is appropriate for its convenience. County Planning shall give the Organization at least thirty (30) days' notice in writing from County Planning to the Organization.

INDEMNIFICATION

The Organization and County Planning, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Project Agreement or any other agreement between County Planning and the Organization may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Project Agreement.

TAX

If applicable, the Organization shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due.

GENERAL TERMS OF UNDERSTANDING

The general terms of this Project Agreement are outlined below.

- A. Any notice or communication required or permitted under this Project Agreement shall be sufficiently given in writing delivered in person or by U.S. mail, to the following:

| |
|---------------------------|
| City of Parma Heights |
| Joseph Sebes |
| 6281 Pearl Road |
| Parma Heights, Ohio 44130 |

Cuyahoga County Planning Commission
Mary Cierebiej, AICP, Executive Director
2079 E. 9th Street, Suite 5-300
Cleveland, Ohio 44115

- B. County Planning acknowledges that it is a public body subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication and any and all documents in any format or media.
- C. In the event of any dispute or disagreement between County Planning and the Organization with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
 - 1. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - 2. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - 3. The rights and obligations of the parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.
- D. This Project Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- E. In the event that any provision of this Project Agreement is deemed to be severable or invalid, and if any term, condition, phrase or portion of this Project Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Project Agreement to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Project Agreement shall continue in full force and effect.

- F. Neither Party to this Project Agreement may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- G. This Project Agreement constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Project Agreement desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this Project Agreement.
- H. By entering into this Project Agreement, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by County Planning and the Organization may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or the Organization to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This Project Agreement is hereby agreed, acknowledged, and executed by the duly authorized representatives below.

**For
City of Parma Heights**

**For
CUYAHOGA COUNTY
PLANNING COMMISSION**

Joseph Sebes

Mary Cierebiej, AICP
Executive Director

Date

Date

ORDINANCE NO. 2023 – 65

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR SAFETY CAMERA SERVICES, EXPEND FUNDS PURSUANT TO THAT AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, Flock Safety cameras provide law enforcement agencies with the tools needed to increase the effectiveness of public safety efforts, target crime efficiently and objectively, and help provide the information police need to stop crime; and

WHEREAS, Flock Group Inc. offers a software and hardware solution for image detection and recording; and

WHEREAS, the City is desirous of accessing the Flock Group Inc.’s safety camera services in order to create, view, search, and archive footage and receive notifications, including those from non-agency users of the Flock service, (where there is an investigative or bona fide lawful purpose), such as schools, neighborhood homeowners associations, businesses, and individual users.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into a Master Services Agreement between the City of Parma Heights and Flock Group Inc. for safety camera services in the form as identified as Ordinance Exhibit “A” attached hereto, and made a part hereof as though fully rewritten, and to expend funds for those professional services.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to secure current pricing and to avoid any disruption of public safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

ORDINANCE EXHIBIT A

Flock Safety + OH - Parma Heights PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Myron Maret
myron.maret@flocksafety.com
(404) 631-6599

flock safety



EXHIBIT A
ORDER FORM

Customer: OH - Parma Heights PD
Legal Entity Name: OH - Parma Heights PD
Accounts Payable Email: sscharschmidt@phpd.us
Address: 6184 Pearl Rd Parma Heights, Ohio 44130

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$25,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS™ | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon® | Included | 10 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|----------------------|------|----------|-------|
| One Time Fees | | | |

| | |
|-----------------------------------|--------------|
| Subtotal Year 1: | \$25,000.00 |
| Annual Recurring Subtotal: | \$25,000.00 |
| Discounts: | \$25,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$125,000.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$25,000.00 |
| Annual Recurring after Year 1 | \$25,000.00 |
| Contract Total | \$125,000.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform | \$25,000.00 |
| Flock Safety Add-ons | \$0.00 |
| Flock Safety Professional Services | \$0.00 |

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|-----------------------------|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

Package: Essentials

| FlockOS Features | Description |
|---|---|
| Community Cameras (Full Access) | Access to all privately owned Flock devices within your jurisdiction that have been shared with you. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (LP Lookup Only) | Allows agencies to look up license plates on all cameras opted in to the statewide Flock network. |
| Nationwide Network (LP Lookup Only) | Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network. |
| Direct Share - Surrounding Jurisdiction (Full Access) | Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Flock Insights/Analytics page | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| ESRI Based Map Interface | Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities) |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera |
| Unlimited Custom Hot Lists | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera |

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Parma Heights PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 22 day of June 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

RESOLUTION NO. 2023 - 66

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH GARLAND/DBS, INC. THROUGH EQUALIS GROUP FOR REPAIRS TO THE PARMA HEIGHTS SERVICE GARAGE ROOF, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THOSE REPAIRS, AND DECLARING AN EMERGENCY

WHEREAS, on July 15, 2014, the City of Parma Heights became a member of the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative; and

WHEREAS, Garland/DBS, Inc. is listed as a cooperative purchasing contractor with Equalis Group, a vendor of Roofing Products, Systems and Services; and

WHEREAS, Garland/DBS, Inc. received three (3) informal bids to perform the work as may be described in the specifications; and

WHEREAS, Garland/DBS, Inc. submitted a roofing material and services proposal on September 5, 2023, listed as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten; and

WHEREAS, Garland/DBS, Inc. submitted a purchase order regarding AW Farrell & Son, Inc. on September 18, 2023, listed as Exhibit “B”, attached hereto, and made a part hereof as though fully rewritten; and

WHEREAS, Council may authorize the Agreement through the City’s membership in the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process, and also because the need to complete this project before the end of the year, if possible, creates a real and present emergency.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to contract with Garland/DBS, Inc. through Equalis Group for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit “A” and Exhibit “B” attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$199,916.00, subject to incidental change orders, for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit “A” and Exhibit “B” attached hereto, and made a part hereof as though fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements and to take any further actions necessary to contract for the needed repairs identified in Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof as though fully rewritten.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to make immediate repairs to the Parma Heights service garage as soon as possible, creating a real and present emergency; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Parma Heights
Service Garage
Parma Heights, OH 44130

Date Submitted: 09/05/2023
Proposal #: 91-OH-230087
RFP # COG-2133

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Cooperative Purchasing Agreement with Cooperative Council of Governments and Equalis Group.

Scope of Work: Section B

1. Wet vac the entire roof.
2. Adhere 1/2" Dens Deck to existing roof system.
3. Install specified base and cap sheet.
4. Flood coat with Black Knight and gravel. Use 5 gal per square on the flood coat and 400 lbs per square of pea gravel.
5. Keep metal coping in place and install slip metal around perimeter.
6. All units specified at the pre-bid meeting are to be raised.

Scope of Work: Section E

1. Mechanically fasten 1/2" Dens Deck through existing roof system.
2. Install specified base and cap sheet.
3. Keep metal coping in place and install slip metal around perimeter.
4. All units specified at the pre-bid meeting are to be raised.
5. Skylights are to be removed, flashed, double sided butyl tape to be installed around curb to allow for a nice compression seal for skylights.

Section B:

Proposal Price Based Upon Market Experience: \$ 113,997

Garland/DBS Price Based Upon Local Market Competition (Section B):

| | |
|----------------------------------|-------------------|
| AW Farrell & Son | \$ 113,997 |
| Warren Roofing | \$ 159,155 |
| Building Technicians Corp | \$ 176,189 |

Section E:

Proposal Price Based Upon Market Experience: \$ 85,919

Garland/DBS Price Based Upon Local Market Competition (Section E):

| | |
|----------------------------------|-------------------|
| AW Farrell & Son | \$ 85,919 |
| Building Technicians Corp | \$ 108,027 |
| Warren Roofing | \$ 127,220 |

Garland/DBS Price Based Upon Local Market Competition (Section B and E Combined):

| | |
|----------------------------------|-------------------|
| AW Farrell & Son | \$ 199,916 |
| Building Technicians Corp | \$ 284,216 |
| Warren Roofing | \$ 286,375 |

Unforeseen Site Conditions AW Farrell & Son):

| | | |
|---|-------------|-------------|
| Treated Lumber (1x4) | \$ 2.28 | per Ln. Ft. |
| Treated Lumber (1x6) | \$ 3.42 | per Ln. Ft. |
| Treated Lumber (1x8) | \$ 4.56 | per Ln. Ft. |
| Treated Lumber (2x4) | \$ 2.85 | per Ln. Ft. |
| Treated Lumber (2x6) | \$ 3.99 | per Ln. Ft. |
| Treated Lumber (2x8) | \$ 5.13 | per Ln. Ft. |
| Concrete Decking Replacement | \$ 22.80 | per Sq. Ft. |
| Metal Decking Replacement | \$ 17.10 | per Sq. Ft. |
| Additional New Drain Hercules Drain Inserts | \$ 684.00 | Each |
| Drain Installation | \$ 2,280.00 | Each |
| Coping Cap Section C | \$ 4,902.00 | Total Cost |
| Coping Cap Section D | \$ 7,068.00 | Total Cost |
| New Roof Hatch | \$ 912.00 | Each |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

EXHIBIT B



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



PURCHASE ORDER

Purchase Order No: 91-OH-230087(T)

Date Issued: 9/18/2023

Issued To:

Contact:

A W Farrell & Son Inc.
13200 Broadway Ave
Garfield Hts, OH 44125

David Meyer
440-498-3800
david.meyer@awfarrell.com

1. This Purchase Order is being issued as a Sub-project to the terms and conditions of the Continuing Services Agreement CSA # 12-22-2021. **In the event of conflicts or inconsistencies between this Purchase Order and the CSA, the terms of the CSA shall control.**
2. Provide the supervision, labor, all materials, tools, and equipment necessary to complete the **City of Parma Heights Service Garage Roofing Project (Sections B and E) located in Parma Heights, Ohio and referred to as Garland/DBS, Inc. Project# 91-OH-230087.**
 - a. DBS will order Garland material for the project. Reference Garland/DBS, Inc. Purchase Order Number: **91-OH-230087.**

Garland/DBS, Inc. will purchase the Garland Material ordered by the contractor and pay for the Freight for the project based on the Garland material list provided at bid time. The cost of Garland Materials including freight for the project which Garland/DBS, Inc. will purchase is not included in this Purchase Order is:

 - i. The cost for Garland materials shall not exceed: **\$81,300.00**
 - b. Any additional Garland Materials, Freight, and/or Other Manufacturer's materials necessary to complete the project will be the Subcontractor's responsibility to purchase.
3. Field work to start within (3) business days after receipt of authorization from the Garland/DBS, Inc. Project Manager. **The project must be completed on or before date agreed upon at preconstruction meeting.** All work shall be completed per the Garland Representative direction in coordination with the client.
4. Provide the following prior to the start of work:
 - a. Current Contractor's License
 - b. W-9 Form & Certificate of Insurance(s)
 - i. **\$10m insurance required for torch work**



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- c. Project Contact Person with Contact Information
 - d. Emergency Contact Information
 - e. Site Specific Safety Plan & Complete Safety Program
 - f. Construction Schedule (preferred in Microsoft Project)
 - g. Schedule of Values
 - h. Submittal Log and Submittals
 - i. Listing of Subcontractors & Materials Suppliers
 - j. Permits
5. Provide a Certificate-of-Insurance naming **City of Parma Heights** and Garland/DBS, Inc. as additionally insured within 10 days from receipt of this purchase order or prior to commencing the work, whichever comes first:
- a. Insurance Certificate must include Worker's Compensation coverage.
 - b. Failure to provide a valid certificate of insurance within ten days from receipt of this purchase order shall be cause to terminate the Continuing Services Agreement and this purchase order.
 - c. Cancellation of insurance will also be cause to terminate this purchase order.
6. Subcontractor agrees to indemnify and hold harmless **City of Parma Heights** and Garland/DBS, Inc. from any all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with, or resulting from any negligent acts or omissions of the subcontractor during the performance of work.
7. The Subcontractor shall provide a fully qualified superintendent and/or foreman on site at all times while this contractor has personnel on the project site.
8. The Subcontractor is responsible to adhere to all OSHA, state, federal, and local regulations.
9. Garland/DBS, Inc. is an Equal Employment Opportunity and Affirmative Action employer. It is the policy of Garland/DBS, Inc. to ensure equal employment opportunity in accordance with Ohio law and all applicable federal laws. In implementing this policy, Garland/DBS, Inc will continue to prohibit employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status or veteran status. Garland/DBS, Inc managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. The Subcontractor shall comply with Equal Employment Opportunity and Affirmative Action as applicable and to the extent required by the principal contract between the customer and Garland/DBS, Inc.



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10. For any Project where the Subcontractor is going to request progress payments, an application for payment utilizing the AIA Application and Certificate of Payment G702 and G703 format shall be used. On or before the **25th day of the month**, Subcontractor shall submit for Contractor's review and approval its Application for Payment requesting payment for all Work performed and projected through to the end of the month. The Application for Payment shall be accompanied by an updated Schedule-of-Values. Subcontractor Application and Certification for Payment received by the Contractor after the 25th of the month shall not be process for payment until the next months pay application submission to the Owner.
11. Garland/DBS, Inc. shall retain, out of each payment due to the Subcontractor, five percent (5%). Payment of the retained monies will be issued no earlier than 30 days after final acceptance of the Project by the owner and upon receipt of a final invoice for the retained monies.
12. Garland/DBS, Inc. shall have no obligation to make a progress payment for any invoice until such time as Garland/DBS, Inc. receives:
 - a. All Items listed above in Article 4
 - b. Daily Reports Covering the Progress Payment Period
 - c. Project Progress Photographs
 - d. Safety Meeting Minutes ("Tool Box")
 - e. Certified Payroll Reports Covering the Progress Payment Period
 - f. Partial Lien Waivers
13. Payment will be made within 45 days for all work completed and accepted by the Garland/DBS, Inc. Project Manager.
 - a. All payments may be withheld if Items in Article 10 above have not been received.
 - b. Deductions may be made from a payment in proportion to the amount of work that is not accepted at the time payment is issued.
 - c. ACH payment authorization form attached. Please complete and return to dbsap@garlandind.com
14. Provide Certified Payrolls validating that appropriate wages have been paid. Certified Payroll should be submitted in the U.S. Department of Labor Certified Payroll format and submitted with the Subcontractors Application for Payment. **Please Note:** Any week in which no work has been performed will require a certified payroll stating "No Work Performed This Week". The final Certified Payroll Report for the Project must be marked **FINAL**. Davis Bacon Prevailing wage rates and requirements are applicable to this project due to the customer's use of ESSER Funds.



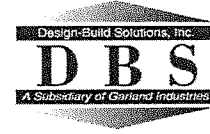
Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
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15. Provide any appropriate information and documentation, when requested, to **Ron Seitz, the Garland/DBS, Inc. Project Manager**. Payment may be withheld if requested information is not provided at the time payment is due.
16. Provide the following closeout documents prior to request for final payment.
 - a. Two-year workmanship warranty to Garland/DBS, Inc. to guarantee the workmanship of all materials installed to be free from defects and installation errors.
 - b. As-Built Drawings.
 - c. Test Reports or Inspections performed on the project
 - d. Substantial Completion Certificate
 - e. Completed Punchlist – Signed off by Owner’s Representative
 - f. All Daily Reports
 - g. Final Certified Payroll
 - h. Final Release of Lien Waiver
 - i. Final Project Photographs
17. Commencement of the work will constitute acceptance and serve as acknowledgement of the terms and conditions and the work to be performed as listed on this purchase order. Said terms and conditions of this Purchase Order, the above referenced CSA and the scheduled work will supersede anything provided. Subcontractor must seek approval from the Contractor before performing any or any addition to the Work. The Contractor must provide the Subcontractor written documentation of the modification to the Purchase Order within three (3) business days of verbal approval from Contractor that the modification constitutes a change to the Work. Subcontractor is not obligated to perform additional work until written modification has been received from the Contractor, but may commence work based upon a reasonable assumption that a Change Order will be issued.
 - a. Only changes approved by Garland/DBS, Inc. in advance will be considered for payment.
 - b. Extra work completed without prior approval shall be considered incidental and at no additional cost to Garland/DBS, Inc. or the Owner.



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Scope of Work: Sections B and E

Per attached **Exhibit A** – Project Manual

***Note:** The City of Parma Heights intends to also proceed with Sections C and D. A purchase order will be furnished to Garland/DBS, Inc. in January 2024. Once the PO is received, Garland/DBS will release the Garland materials and issue a change order to AW Farrell for \$217,600.00.

Lump Sum Total Amount: Ninety-Nine Thousand Dollars and Zero Cents.....\$99,000.00

CONTRACTOR:
Garland/DBS, Inc.

SUBCONTRACTOR:
A W Farrell & Son Inc.

(Signature) (Date)

(Signature) (Date)

Ron Seitz – Project Manager

(Printed name and title)

(Printed name and title)

All Invoices must be submitted via e-mail to DBSAP@garlandind.com to ensure a timely and accurate payment. The proper Waiver must be enclosed with the invoice.



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**PARTIAL WAIVER OF LIENS AND CLAIMS,
AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ _____ (the "Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by Garland/DBS, Inc. ("Contractor") to _____ ("Lower-Tier Claimant"), which sum represents the amount due and payable to Lower-Tier Claimant for all work performed and materials and services furnished to date in furtherance of the construction improvement project known generally as the _____ Project located in _____, _____ County, ____ (the "Project"), Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Payment represents payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project to date.

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, sub-subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts to date. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Contractor's release of future Payment(s) to Lower-Tier Claimant.

This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds. The consideration received in exchange for this Partial Waiver and Release of Lien, when received, is designated by Payer to be applied to the following:

DATE: _____, 20__

[Name of Lower-Tier Claimant]

By: _____

Its: _____

State of _____)

) SS:

County of _____)

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of Lower-Tier Claimant, this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____



Garland/DBS, Inc.
 3800 East 91st Street
 Cleveland, OH 44105
 Phone: (800) 762-8225
 Fax: (216) 883-2055



**FINAL WAIVER OF LIENS AND CLAIMS,
 AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ _____ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by Garland/DBS, Inc. ("Contractor") to _____ ("Lower-Tier Claimant"), which sum represents the total amount due and payable to Lower-Tier Claimant for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the _____ Project located in _____, _____ County, _____ (the "Project"), Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, the Project, Contractor's payment bond surety, or any Project lessee(s).

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, sub-contractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Contractor's release of Final Payment to Lower-Tier Claimant.

This Final Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds. The consideration received is exchange for this Final Waiver and Release of Lien, when received, is designated by Payer to be applied to the following:

DATE: _____, 20__

 [Name of Lower-Tier Claimant]

By: _____

Its: _____

State of _____)
) SS:
 County of _____)

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of Lower-Tier Claimant, this ____ day of _____, 20__.

 Notary Public
 My Commission Expires: _____



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SUBCONTRACTOR WARRANTY

Project Name: _____

Garland/DBS, Inc. Project Number: _____

I/We, (_____)("Subcontractor"), hereby warrant that the _____ (Trade) work, including labor and materials furnished and work performed ("Work") at:

_____ has been done in accordance with the Contract Documents, Drawings, Specifications, Garland/DBS, Inc. Scope of Work and authorized modification thereto, Federal, State, Local and National Codes and ordinances, State EPA, The Army Corps of Engineers, the local Board of Health and any other applicable regulating entities, that the work installed will fulfill the requirements included in the Contract Documents and Garland/DBS, Inc.'s Scope of Work and shall be free from defects due to defective materials and/or workmanship. Subcontractor also warrants that the workmanship, materials and services shall be fit for the purpose intended. All warranties implied by law or by usage of trade are incorporated herein to apply to all work, goods, services and materials provided under this Warranty and shall run in favor of the Customer/Owner and/or Garland/DBS, Inc. and their successors in interest. Subcontractor agrees to repair or replace any or all Work that may prove to be defective in its workmanship or materials, together with any adjacent work which may be affected, damaged and/or displaced by the repair or replacement work. This Warranty is effective for a period of TWO (2) year(s) from the date of acceptance of the above mentioned Work by the Customer, Owner and Garland/DBS, Inc. However ordinary wear, unusual abuse and/or neglect are excluded.

In the event of Subcontractor's failure to comply with the above mentioned Warranty within a reasonable period of time, as determined by and after being notified in writing by Garland/DBS, Inc. Subcontractor hereby authorizes Garland/DBS, Inc. to proceed to have said defects repaired or replaced at Subcontractor's expense. Subcontractor will honor and pay the costs associated with said repair or replacement work upon demand.

Date of Acceptance: _____

Subcontractor:

Company Name: _____

Company Address: _____

Signature(s): _____

Date: _____

Print Name: _____

Title: _____



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
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Interim COVID-19 Guidelines for all Garland/DBS, Inc. Projects

At Garland/DBS, Inc. (“GDI”), the health, safety and well-being of our employees, customers, and subcontracting partners are our top priorities. Like all businesses, we are continuing to monitor the COVID-19 outbreak. Our corporate staff are meeting daily to stay on top of the recommendations from the appropriate regulatory agencies so that they can be implemented immediately.

These interim COVID-19 guidelines are based on what is currently known about this disease. This information and guidance were obtained by the U.S. Centers for Disease Control (“CDC”), the World Health Organization (“WHO”), and the Department of Health (“DOH”). As this issue progresses, DBS will likely update this guidance. This guidance will be implemented by DBS, and it is our expectation that our subcontractor partners will implement measures that are at least as protective as those outlined below. Many project owners may issue their own guidelines for their employees and those working on their sites. However, it is our expectation that the all parties adhere to these requirements to ensure all projects are completed with the safest possible working conditions.

Interim Guidelines

- Individuals must implement conference calls, video conferencing and other technologies to reduce potential exposure instead of face-to-face meetings.
- Individuals must maintain at least six-foot social distancing from others.
- Individuals must cover coughs or sneezes into the sleeve of the elbow, not hands.
- Regularly clean high-touch surfaces or tools.
- Individuals must abstain from shaking hands.
- Individuals must wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer. All sites must have hand washing stations and/or hand sanitizers available to all workers.
- If any individual on site has tested positive for COVID-19 or encountered someone known to have tested positive for COVID-19, they must remain at home and immediately notify DBS.
- All individuals experiencing symptoms consistent with COVID-19 (e.g. fever of over 100°F, cough, and shortness of breath) must stay home and immediately notify their employer, DBS as well as their health care provider.
- No unnecessary visitors are allowed on site.
- You are responsible for taking temperatures of your employees prior to coming on-site each day. If you are not able to take your employees temperature, your employees must take their own temperature prior to coming to work each day. Any employee registering a fever of 100°F or more shall be excluded from the premises for at least 14 days or until provision of a negative test result for COVID-19 and flu.
- Always comply with CDC, WHO, and DOH recommendations.

We will be monitoring this situation closely and may implement further measures as federal, state and local officials provide additional guidance. We will make every effort to keep jobsites operational for our customers. However, in some circumstances local officials or building owners may request we close projects. We appreciate the understanding, support and cooperation during this outbreak.

If you have any questions regarding this interim guidance, please do not hesitate to contact the DBS Project management team at dbspm@garlandind.com.