

ORDINANCE NO. 2024 - 54

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH BUR OAK, TRAINING, CONSULTING & DESIGN, LLC, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY

WHEREAS, the Administration, through Resolution 2023-88, applied for and was awarded funding through the Ohio Department of Natural Resources (ODNR), Division of Forestry, Ohio's Urban Forestry Grant Program; and

WHEREAS, the City of Parma Heights was awarded the ODNR grant in the amount of three hundred thousand dollars (\$300,000) for the purpose of reimbursing the City for performance and completion of tree planting, contracting with a Forester, providing crews to perform the labor of tree planting, and for additional equipment required to perform the work; and

WHEREAS, pursuant to the ODNR grant, the City must hire a Forester to carry out grant objectives; and

WHEREAS, the City, after due diligence, has identified Bur Oak, Training, Consulting & Design, LLC as the company to perform the work specified in the ODNR grant; and

WHEREAS, pursuant to Article V, Section 6 of the Charter of the City of Parma Heights, Ohio, Council may authorize this expenditure for personal services without advertising for bids.

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

Section 1. That this Council authorizes this Administration to contract with Bur Oak, Training, Consulting & Design, LLC, and to expend funds up to one hundred twenty thousand dollars (\$120,000), under the terms detailed in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten, in accordance with the provisions of the Charter and Ordinances of the City of Parma Heights.

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 immediately necessary for the public peace, health, and safety of the Municipality, and for further reason that the immediate contract for the foregoing personal services is necessary under the terms of the ODNR Forestry Grant; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: July 29, 2024

ATTEST: Barbara Allen
CLERK OF COUNCIL

FILED WITH THE MAYOR: July 29, 2024

Thomas Rounds
PRESIDENT OF COUNCIL

July 29, 2024
APPROVED

Marie Gallo
MAYOR MARIE GALLO

EXHIBIT A



Bur Oak, LLC
Training, Consulting & Design

18288 Madison Rd
Middlefield, Ohio 44063
440-759-9412

Consulting Services Agreement between
the City of Parma Heights, Ohio and Bur Oak, Training, Consulting & Design, LLC

1. Scope of Work- Bur Oak, Training Consulting & Design, LLC ("Contractor") may be called upon to provide the following professional services.
 - Tree commission mentoring and attend tree commission meetings.
 - Master plan development
 - Develop and provide staff and volunteer training and supervision.
 - Develop and Review Parma Heights Tree Risk Assessment Standard Operating Procedures (SOP). Verify that it is consistent with Industry standards, Follows International Society of Arboriculture (ISA) guidelines, Consistent with any other regulatory codes. Provide recommendations for revisions.
 - Written tree risk assessments and recommendations for remediation using ISA TRAQ assessment guidelines and forms.
 - Tree disease and health diagnosis
 - Tree disease, health, and pest treatment recommendations.
 - Estimates on existing tree value and/or tree replacements due to damage and/or disease.
 - Arborist related training.
 - Arborist related consulting.
 - Written reports, as requested, for purpose of City meetings, training, and/or accounting for grant funding.
2. Equipment Responsibility- The Contractor is responsible for providing all necessary equipment including but not limited to personal protective equipment, fuel and transportation to the job site.
3. Duration of Contract- This shall be a 48-month Contract on the date of execution and ending four (4) years later. This 48-month Contract will also be subject to the termination clause in paragraph 15.
4. Guarantee- The City of Parma Heights does not guarantee the Contractor any specific quantity of work or time during the four (4) year contract.
5. Maximum Annual Compensation- The Contractor is not guaranteed any minimum compensation. Compensation will be based on utilization of services according to the included hourly quotes for such services. Compensation in any fiscal year shall not exceed thirty thousand dollars (\$30,000.00).
6. Scheduling of Work- City may, at its discretion, schedule work. The City will give

- Contractor not less than five (5) days' notice of services needed, if feasible.
7. Scheduled Tree Risk Assessment defined- Services requested to be commenced within a reasonable amount of time, agreed upon between City and Contractor availability, shall be billed at the included scheduled consulting rate.
 8. Demand Tree Risk Assessment- Services requested to be commenced within 24 hours of notice, shall be billed at the included demand services and consulting rate.
 9. Time paid defined- the City of Parma Heights will only pay for actual time worked. Work may occur in the city or at the contractor's office.
 10. Billing – Bur Oak will submit monthly invoices for the hours that have accrued during that month. Payment is expected within 30 days.
 11. Unavailability- When the contractor is unavailable, the City reserves the right to engage alternate arborists.
 12. Insurance- Contractor must maintain insurance throughout the duration of this agreement for the following amounts: General Liability and Comprehensive Automobile Liability Insurance - \$1,000,000 combined single limit per occurrence & \$2,000,000 aggregate. Said Insurance shall name the City as an “Additional Insured” party, and shall provide for advance written notice to the City of not less than thirty days prior to the effective date of any modification or cancellation of any such coverage. Certificates of Insurance shall be furnished to the City.
 13. Workers’ Compensation Coverage- Contractor must maintain valid Workers’ Compensation coverage throughout the duration of this agreement. The Contractor shall provide the City with documentation of that coverage.
 14. Additional Charges- No additional charges of any kind will be accepted unless agreed upon in writing by the City in advance of work performed.
 15. Termination- The City may terminate this agreement at any time by giving (30) days advance written notice to the Contractor. In the event that this agreement is terminated pursuant to this clause, the Contractor shall be entitled to be compensated for any work performed up to the date of termination pursuant to the included hourly quotes for such services.
 16. Independent Contractor- The Contractor is and shall remain an independent contractor of the City and its employees shall not be deemed to be employees of the City for any purposes. The Contractor shall be and shall remain in control of its work, schedule, equipment and staff, without direct supervision or management by the City.
 17. Indemnification- The Contractor agrees to indemnify and hold the City harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the acts, omissions,

and/or negligence of the Contractor. The Contractor further agrees to defend the City, at its costs, should the City be sued as a result of the Contractors work product.

Provide quotes for the following arboricultural services:

Hourly fee for document review and consulting services \$ 75.00

Hourly fee for scheduled consulting \$ 75.00

Hourly fee for demand services and consulting \$ 200.00

Hourly fee for staff training \$ 75.00

(Signature page to follow)

On this date, the City of Parma Heights and Bur Oak Training, Consulting & Design LLC entered the foregoing Consulting Services Agreement.

Contractor:

Bur Oak, Training, Consulting & Design, LLC
Company Name

Date: _____

City of Parma Heights, OH:

City of Parma Heights, Ohio
Mayor Marie Gallo

Date: _____

Approved as to Legal Form:

Director of Law

Finance Certification:

Director of Finance