RESOLUTION NO. 2025 – 47

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH MCCAULLEY & COMPANY LLC, TO PROVIDE CONSULTING SERVICES FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends consulting services described in "Council Exhibit A" to assist the City; and

WHEREAS, it is the desire of this Council to authorize the Administration to enter into a Consulting Services Agreement with McCaulley & Company LLC; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and McCaulley & Company LLC, in the form identified in "Council Exhibit A", attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

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 enter into a Consulting Services Agreement between the City of Parma Heights and McCaulley & Company LLC, in the form identified as "Council Exhibit A" attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

Section 2: This Council finds and determines that all formal action 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 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize McCaulley & Company LLC in order to pursue time-sensitive funding opportunities in a timely manner; wherefore, this Resolution shall go into effect immediately upon its passage by Council and approval by the Mayor.

PASSED: June 9, 2025 — J. Thomas Rounds, PRESIDENT OF COUNCIL

ATTEST: Barbara Allen, CLERK OF COUNCIL — June 9, 2025, APPROVED

FILED WITH THE MAYOR: June 9, 2025 — MAYOR MARIE GALLO

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement"), effective as of the 1st day of July 2025 (the "***Effective Date***"), is made between CITY OF PARMA HEIGHTS, an Ohio municipal government (the "***Client***"), and MCCAULLEY&COMPANY LLC, an Ohio limited liability company ("***Company***").

In consideration of the mutual promises set forth in this Agreement, the Client and Company hereby agree as follows:

1. *Retention; Performance of Services*

1.1 The Client hereby retains Company for a period of one (1) year commencing as of the Effective Date and continuing through June 30, 2026 ("***Initial Term***").

1.2 Company shall provide to the Client those services described on Exhibit A attached hereto (the "***Services***"). Subject to Sections 1.3, 1.4, 1.5, 1.6, 3.1, 3.2 and 3.3, hereof, the Services shall be provided in accordance with the timetable agreed upon by the Client and Company.

1.3 The Client agrees that Company's performance of the Services is dependent on the Client's timely and effective cooperation with Company. Accordingly, the Client acknowledges that any delay by the Client may result in Company being released by Client from any obligation or scheduled deadline under this Agreement. Company shall not be responsible for delays or failures in performing or completing the Services if such delay or failure arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, riots, insurrections, quarantine restrictions, restraint of government or people, shortages of labor, materials or supplies, earthquakes, electrical outages, computer or communication system failures, severe weather and acts or omissions of subcontractors and third parties.

1.4 Upon expiration of the Initial Term, this Agreement may be renewed for a term of one year, which renewal must be documented in writing in the form of another Consulting Services Agreement. Unless either party notifies the other of its desire to terminate this Agreement early, this agreement shall terminate upon the conclusion of the Initial Term.

1.5 The Client may terminate this Agreement for its convenience at any time upon providing sixty (60) days' notice to the Company. In such case, the Company shall be entitled to receive full compensation for all services and work performed prior to the effective date of termination on a pro rata basis of the monthly compensation.

1.6 Subject to Section 6.2 of this Agreement, either party may cancel this Agreement, for cause, with thirty (30) days written notice to the other party when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement for cause, a meeting will be held by the parties to discuss issues of concern and seek resolution.

2. *Compensation*

2.1 Company will be paid a $60,000 fee in twelve (12) monthly installments of $5,000 for its Services (the "***Base Fee***"). Invoices will be payable within thirty (30) days of the invoice date. The Client will be invoiced on or about the 1st day of each month for the Base Fee for the Services to be provided during the following month; provided, however, that the invoice for the Services provided in July 2025 will be due and payable upon execution of this Agreement.

2.2 The Base Fee shall be subject to adjustment to reflect any Change Orders (as defined below) to the Services.

2.3 The Client shall reimburse Company for reasonable expenses incurred in providing the Services, including, but not limited to, expenses relating to postage and express mail service, copying, printing or other duplication, production of submission forms and documents, and reasonable expenses for any travel outside of Cuyahoga County, Ohio or the counties adjacent to Cuyahoga County, Ohio (in which case mileage will be reimbursed at the then current IRS rate). Such expenses will be detailed as incurred on invoices submitted by Company and payable upon the same terms as the Base Fee. If any reimbursable travel involves work for Client and any other entity engaged by Company, reasonable expenses will be split between Client and such other entity based upon the percentage of work for Client and such other entity, respectively.

2.4 Any payment owed to Company under this Agreement pursuant to an invoice delivered to the Client by Company in accordance with Section 12 of this Agreement that is not paid when due, shall accrue interest thereon from the original due date of such obligations until it is paid in full at a rate equal to 1.5 percent (1.5%) compounded monthly (or such other amount authorized by law).

3. *Changes to Services*

3.1 The Client may, with the approval of Company, issue written directions (a "***Change Order***"), which may change the manner or timetable of performance of the Services or include additional work which was not originally included in the scope of the Services. No Change Order shall be effective to modify the terms of this Agreement unless signed by the Client and approved in writing by Company, which approval may be conditioned upon adjustment to the Base Fee or the timetable of production of the Services. All Change Orders approved by Company shall be applied on a prospective basis and shall have no retrospective effect.

3.2 In addition to the Services, as set forth in Section 1.2 above, Company may agree to provide additional services ("***Additional Services***"), on a case-by-case basis, and as agreed to by Company and Parma Heights, for an additional fee, which is not included in the Base Fee, as defined in Section 2.1, herein.

3.3 Additional services, if any, shall be documented by a written Addendum of Supplemental Services, signed by the Mayor of the Client, describing and defining the additional project, the time of performance, the work product, and the rate of additional compensation. The Company shall not perform additional services and shall have no claim against the Client for

compensation absent prior written authorization in the form of said Addendum signed by the Mayor of the Client.

4. *Standard of Care; Conflict of Interest*

4.1 Company shall perform the Services in accordance with generally accepted industry standards, using personnel possessing competency consistent with such standards. No other representation, express or implied, and no warranty or guarantee is included in or implied by this Agreement or any report, opinion, deliverable, work product or document delivered in connection with the Services. Subject to the standards set forth herein, Company may hire or retain subcontractors to assist with providing the Services to Client.

4.2 Company shall conduct itself in accordance with the highest ethical standards and shall not engage in activities that create a conflict of interest with Client. For purposes of this Agreement, "conflict of interest" shall mean situations where Company represents another entity that is in direct competition with Client for a grant or other award where it would be impossible for both Client and such other entity to be successful with respect to such grant or other award, without the Client's prior written consent.

5. *Ownership of Work Product, Scope of Use*

All work product delivered by Company to the Client pursuant to the terms of this Agreement shall be the sole property of the Client. Nothing in this Agreement, however, shall prohibit or limit Company's ownership and use of ideas, concepts, know-how, methods, models, technical data, techniques, computer programs, skill knowledge and experience that were used, developed or gained in connection with this Agreement or the provision of the Services.

6. *Limitation of Liability*

6.1 Company's liability for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the Base Fee received by Company from the Client for the particular Service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any special, indirect, consequential (including economic losses, such as profits or loss of use), and punitive damages.

6.2 The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Company, upon receipt of written notice, to (i) use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Company is at fault, or (ii) return to the Client the Base Fee received by Company for the particular Service provided that gives rise to the claim, subject to the limitation contained in Section 6.1 hereof. The Client agrees that it will not allege that this remedy fails its essential purpose.

6.3 Each of the Client and Company recognizes and agrees that the obligations of the other under this Agreement does not and shall not constitute personal obligations of any of the officers, directors, members, employees, agents, advisors, beneficiaries, managers, partners, or affiliates of such party (the "***Ownership Parties***"), and the Client and Company agree that neither

shall bring any claim against or assert any personal liability on the part of any Ownership Parties, and shall look solely to the Client or Company, as applicable, for satisfaction of any claim under this Agreement.

7. *Non-Disclosure*

7.1 Except to the extent required by law or authorized in writing by the Client, Company shall not, during the term of this Agreement:

i. divulge or disclose, directly or indirectly, at any time, any confidential or proprietary information belonging to, used by, in the possession of or relating to, the business and operations of the Client, including but not limited to, employee information, confidential documents, or business or professional techniques or processes; or

ii. use such information except to discharge his or her duties as a Company to the Client; or

iii. "Confidential Information," as used in this Agreement, means any oral, written, or documentary information or information that is stored by electronic means which (i) relates to this Agreement, (ii) relates to the Services in Section 1.2, (iii) is received by one of the parties from the other, and in the case of written information, (iv) is marked "Confidential," "Proprietary," or bears a marking of like import or which the Disclosing Party states in writing at the time of transmittal to, or receipt by, the Receiving Party is to be considered confidential. Orally disclosed information shall be considered confidential if identified as such as the time of disclosure and if followed up in writing within ten (10) calendar days, with the information identified and marked as confidential.

iv. The Receiving Party shall not disclose to others, or use for any purpose of its own, any Confidential Information, financial or business data, technical data, or other confidential or proprietary information obtained from the Disclosing Party, or from an affiliated entity of the Disclosing Party, as a result of work done pursuant to this Agreement, or generated or developed in the performance of work under this Agreement. The Receiving Party will not display for any purpose any drawing, letter, report, other document, or any copy or reproduction thereof belonging to or pertaining to the Disclosing Party, or to an affiliated entity of the Disclosing Party, unless such drawing, letter, report, or other document has been previously published by the Disclosing Party. Upon termination of this Agreement, the Receiving Party agrees to return all Confidential Information to the Disclosing Party.

7.2 Company acknowledges and agrees that (i) the restrictions on his or her activities under Article 7 were negotiated at arm's length and are required for the fair and reasonable protection of Parma Heights, (ii) Company's breach of his obligation under Article 7 will cause Parma Heights immediate and irreparable damage, and (iii) Parma Heights shall be entitled to

injunctive relief for such breach in addition to all other legal and equitable remedies available to it, including reasonable attorneys' fees.

7.3 If any of the covenants contained in Article 7 are found by a court of competent jurisdiction to be invalid or unenforceable as against public policy or for any other breach, such court will be requested by Company to exercise its discretion to reform such covenant to the end that Company shall be subject to confidentiality, noncompetition, and noninterference covenants that are reasonable under the circumstances and are enforceable by Parma Heights.

8. *Third Party Claims; No Liability of Company*

To the maximum extent permitted by law, the Client agrees that Company, the Ownership Parties, and any subcontractors shall not be liable for any claims, demands, actions, fines, penalties, liabilities, losses, taxes, damages, injuries and expenses (including, without limitation, reasonable attorneys' fees and consultants' fees and costs) (collectively, "***Damages***") in any manner related to or arising out this Agreement or resulting from the use by any of Company, the Ownership Parties, any subcontractors or Client, in connection with providing the Services, of any materials or images furnished by the Client. The Client represents that to the best of its knowledge, no materials, information or images delivered by the Client to Company in connection with this Agreement is subject to any claims of infringement.

9. *Indemnification*

Notwithstanding anything contained herein to the contrary, Company agrees to indemnify and hold the Client, its elected and appointed officials, employees and representatives (the "***Indemnified Parties***") harmless from any third-party claim and related damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from negligent acts, errors, omissions, intentional misconduct, nonfeasance, malfeasance or misfeasance of the Company or its agents, in the performance and furnishing of the Services. The maximum aggregate amount of indemnifiable losses that may be recovered by the Indemnified Parties arising out of this Agreement shall not exceed $120,000 (i.e., two (2) times the aggregate Base Fee to be paid over the term of this Agreement).

10. *Assignment*

This Agreement shall be binding upon and inure to the benefit of the Client and Company and their respective successors, and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

11. *Independent Contractor*

The parties acknowledge and agree that Company is, and will remain, an independent contractor of Client and not an employee, partner, joint venturer, or agent of Client. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or of a joint venture between the parties hereto, the sole relationship being that expressly set forth herein. Company shall have exclusive control of the manner and means of performing his or her responsibilities under this Agreement. Except as other provided expressly in this Agreement, Company shall be

solely responsible for all expenses and liabilities incurred by him/her whether or not incurred in the performance of his obligations hereunder. It is the intention of the parties hereto that Company shall perform any work contemplated hereunder in accordance with his or her own initiative and pursuant to the terms and conditions of the Agreement. Any control over the activities of the Company reserved to the Client shall be construed as being over the results to be accomplished hereunder only, and not as to the method of doing the work. Furthermore, the parties agree that the Client shall have no duty, responsibility or obligation, with regard to Company, to undertake any of the following:

i. withhold and/or pay FICA taxes or Federal, State or local income or other taxes;

ii. comply with or contribute to the State of Ohio Worker's Compensation and/or State of Ohio or Federal Unemployment Compensation funds, or any other laws relating to employees;

iii. provide any fringe benefits or other benefits available to the Company or its employees.

The Company accepts full and exclusive liability for the payment of any and all applicable contributions or taxes, including, but not limited to;

i. Federal, State, and local taxes;

ii. Self-Employment Tax;

iii. Social Security Tax;

iv. Medicare;

v. Worker's Compensation contributions; and

vi. Any other applicable contributions or taxes.

12. *Notices*

Any notices delivered pursuant to this Agreement shall be given by personal delivery, overnight courier or certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as designated in writing to the other party:

Company:
Attention: Justin R. McCaulley
McCaulley&Company LLC
19660 Roslyn Drive
Rocky River, Ohio 44116

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

Notices will be considered delivered (i) on the day of personal or electronic delivery, (ii) one business day after deposit with an overnight carrier, and (iii) three business days after deposited with the U.S. Postal Service.

13. *Entire Agreement*

This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

14. *Amendments*

This Agreement shall not be modified, in whole or in part, except by a written agreement signed by Company and the Client.

15. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of law.

16. *Severability*

If any provision of this Agreement is held by any court or arbitrator with jurisdiction over this Agreement to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

17. *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

CITY OF PARMA HEIGHTS

By: _____
Name: Marie Gallo
Title: Mayor

MCCAULLEY&COMPANY LLC

By: _____
Name: Justin R. McCaulley
Title: President

EXHIBIT A TO CONSULTING SERVICES AGREEMENT

McCaulley&Company will provide the City of Parma Heights (Client) the following services:

Client Strategic Profile: McCaulley&Company will work with Client to develop a strategic profile of the organizational mission, goals, and objectives to be supported by McCaulley&Company's Grant Support services. Specific attention will be dedicated to establishing Client priorities in the following categories:

- Issues/Topics–Broad areas of Client interest to be impacted by funding opportunities
- Projects/Cases–Specific items or problems to be addressed and pushed toward funding or resolution

Opportunity Identification & Qualification: McCaulley&Company will identify a list of funding opportunities relevant to Client's strategic profile and confirm availability and eligibility.

Strategy: McCaulley&Company will apply MORE BETTER FASTER℠ here to identify what positions Client uniquely to compete for funds against other organizations in the eyes of the funder.

Project/Program/Priority Review & Selection: McCaulley&Company will work with Client to review funding opportunities, and then select and scope appropriate projects, programs, and/or priorities which demonstrate alignment between Client's strategic profile and the purpose of the funding opportunity.

Project Collaborators/Partners: McCaulley&Company will work with Client to identify and engage collaborative partners to enhance Client's proposals to, and influence decisions of, funding decision-makers.

Relationship Plan: McCaulley&Company, with necessary input and support from Client, will develop and execute a relationship plan that includes leveraging decision influencers and informing decision-makers at each step of the decision-making process (e.g., letters, site visits, etc.).

Proposal/Request Support (Red Teaming): McCaulley&Company will review and edit funding proposals/requests or educational and advocacy materials created by Client staff in pursuit of funding opportunities.

Questions & Answers: McCaulley&Company will serve as a liaison between Client and funding decision-makers to identify obstacles and answer questions that arise during the decision-making process.

On-call Grant Research: McCaulley&Company will provide on-call grant research in addition to the areas defined above and areas which may be identified through the opportunity identification & qualification process or throughout the duration of the engagement.