



City of Parma Heights
Special Council Meeting
6281 PEARL ROAD
MONDAY, DECEMBER 22, 2025
5:15 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MISCELLANEOUS BUSINESS

ADJOURN TO EXECUTIVE SESSION TO PREPARE FOR, CONDUCT, AND/OR REVIEW NEGOTIATIONS AND/OR BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING THEIR COMPENSATION AND/OR OTHER TERMS AND CONDITIONS OF THEIR EMPLOYMENT

LEGISLATION:

Third Reading

1. **ORDINANCE NO. 2025 - 84**
AN ORDINANCE AMENDING SECTION 179.01 ENTITLED "EMPLOYEE BENEFITS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

2. **ORDINANCE 2025 - 101**
AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, REPEALING ORDINANCE 2025-38, AND DECLARING AN EMERGENCY, AS AMENDED

First Reading

3. **RESOLUTION NO. 2025 – 106**
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF PARMA HEIGHTS TO EXECUTE THE NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) FOR THE GREENBRIER COMMONS PLAYGROUND REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY

4. **ORDINANCE NO. 2025 - 107**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE PARAMEDIC EQUIPMENT FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, TO ENTER INTO A CONDITIONAL SALE AGREEMENT, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2025 - 84

AN ORDINANCE AMENDING SECTION 179.01 ENTITLED “EMPLOYEE BENEFITS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the Administration is recommending that Section 179.01 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 179.01 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, as amended”, 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 Ordinance 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 that it is necessary for this portion of the Administrative Code to reflect updated and uniform policies and practices regarding personnel, finances, and other matters on an immediate basis; wherefore, this Ordinance 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, as amended

179.01 EMPLOYEE BENEFITS.

(a) Medical Insurance. Each non-aligned full-time employee, ~~after thirty days of such full-time service,~~ and the Mayor, during the entirety of their term, shall be entitled to health insurance provided by the City. Health benefit plan design, coverage options and employee cost of participation shall be determined annually and such conditions to be outlined in a Health Benefit Summary document to be provided to employees at the inception of each benefit year. The Mayor may permit part-time directors and non-aligned part-time employees of the City to participate in the City's medical and/or group life insurance programs, and the City will pay the cost of the respective premium as part of the Director's and/or non-aligned part-time employees' compensation package.

(Ord. 2001-7. Passed 2-26-01; Ord. 2001-28. Passed 9-10-01; Ord. 2012-37. Passed 8-6-12; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(b) Group Life Insurance. Each regular full-time employee after one year of such full-time service, and the Mayor, during the entirety of their term, shall be entitled to fully paid group life insurance in the amount of twenty-five thousand dollars (\$25,000).

(Ord. 1991-28. Passed 8-12-91; Ord. 2012-37. Passed 8-6-12; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(c) Sick Leave.

(1) Each regular full-time employee, including civilian employees in the Departments of Police and Fire, shall be entitled to ten hours of sick leave per month for forty hour per week employees and 8.75 hours of sick leave per month for thirty-five hour per week employees of regularly scheduled employment. Unused sick leave shall be cumulative up to a total of 1,750 hours for employees working eight-hour days, and up to 1,531.25 for employees working seven-hour days. Sick leave accrued under prior ordinances shall remain in effect and sick leave days accrued as of December 31, 1981, shall be converted to hours by taking the sick leave days accrued and multiplying such figure by the number of hours in such employee's regularly scheduled work day. Payment for sick leave, at the rate of one hour per every hour of sick leave absence, shall be made only when approved by the Director of Personnel, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and, in the case of sick leave absence in excess of one day, who shall require certification as to the nature of the illness or injury from the employee's physician.

(2) An absence due to a service-connected injury will not be charged against an employee's accumulated sick leave so long as it does not exceed the employee's attending physician's prognosis as to the employee's ability to return to employment. Once an employee has returned to assume normal duties, following absence due to a service-connected injury, subsequent absences, alleged as being due to the service-connected

injury, will be charged against the employee's accumulated sick leave, unless excused by the employee's attending physician's certificate.

(3) At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent of the value of his or her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent of 1,200 hours for employees working eight-hour days and sixty percent of 1,050 hours for employees working seven-hour days. The formula for computation shall be:

A. In the case of employees working eight-hour days: Annual salary + annual longevity (if applicable) divided by annual regular hours x .60 (up to 1,200 hours).

B. In the case of employees working seven-hour days: Annual salary + annual longevity (if applicable) divided by annual regular hours x .60 (up to 1,050 hours).

NOTE: Annual rate of pay used in above unused sick time payment calculations is based on the total of the base salary and longevity pay only.

(Ord. 1994-47. Passed 10-11-94; Ord. 1997-20. Passed 6-23-97; Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(d) Funeral Attendance. A full-time employee shall be granted a five day leave of absence with pay, in the event of the death of an immediate family member. Immediate family shall include: Spouse or domestic partner, children, father, mother, brother, sister, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-parents, step-children, step-parents of spouse, son-in-law, daughter-in-law, grandparents, grandparents of spouse, and grandchildren.

(Ord 1991-28. Passed 8-12-91; Ord. 2013-5. Passed 2-25-13; Ord. 2024-92. Passed 1-27-25.)

(e) Vacations.

(1) All full-time employees will be credited with their unused earned vacation balances beginning on January 1, 2020.

(2) Effective January 1, 2020, vacation leave for all full-time employees shall be computed on the full-time months actually employed. The rate that vacation leave accrues shall depend upon the number of years of total service for the City as a full-time employee. The employee's vacation leave shall accrue at the rate indicated in the following schedule:

Total Months of Service	Accrual Rate per Month	Vacation Days per Year	Maximum Accrual
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1 up to 48	6.666 hours (80-hr base)	10 working days	160 hours (80-hr base)
	5.833 hours (70-hr base)		140 hours (70-hr base)
49 up to 108	10.000 hours (80-hr base)	15 working days	200 hours (80-hr base)
	8.750 hours (70-hr base)		185 hours (70-hr base)
109 up to 192	13.333 hours (80-hr base)	20 working days	240 hours (80-hr base)
	11.666 hours (70-hr base)		220 hours (70-hr base)
193 up to 276	16.666 hours (80-hr base)	25 working days	280 hours (80-hr base)
	14.583 hours (70-hr base)		255 hours (70-hr base)
277 or more	20.000 hours (80-hr base)	30 working days	320 hours (80-hr base)
	17.500 hours (70-hr base)		290 hours (70-hr base)

NOTE: Hour base is the amount of hours that the employee works in a pay period.

(3) Vacation time earned during the first calendar month of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the date of full-time employment to end of the first calendar month. Vacation time earned during the final calendar month year of full-time employment shall be prorated based on the amount of vacation contained in the schedule above to reflect service time from the first day of the calendar month to the final date of full-time employment.

(4) Full-time employees may accumulate a maximum amount of their annual vacation accrued plus eighty hours (seventy hours for employees working thirty-five hours per week), effective January 1, 2020. All vacation hours that exceed the allowable maximum accrual, per total months of service, at the end of each pay period will expire without compensation.

(5) A full-time employee who is reemployed or rehired by the City upon retirement will not be paid for any earned and unused accumulated vacation. The employee will continue to accrue vacation and retain his or her unused accumulated vacation time and continue to earn vacation based on the schedule in subsection (a) above, not to exceed four weeks (twenty work days) per year.

(6) Full-time employees terminating employment due to voluntary resignation or retirement shall be paid all earned and unused vacation time.

(7) In the case of death of any full-time employee, the earned and unused vacation time shall be paid to the employee's estate.

(8) Full-time employees who have concluded twenty-one continuous years of service may, at his or her option, bank not more than two weeks per year, up to a maximum amount of nine weeks. Full-time employees may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter bank additional hours after the nine weeks have been utilized.

(9) In lieu of banking vacation time, an employee who has concluded twenty-one continuous years of service may turn in for annual payment not more than two weeks per year, up to a maximum amount of nine weeks. The Mayor and Finance Director must approve this intent no later than November 1 of the calendar year in which payment is requested. Such payment shall be made on the last pay of the calendar year in which payment is requested.

(f) Holidays. Each regular full-time employee of the City ~~who has served at least thirty days of service prior to any holiday hereinafter set forth and who has worked or been on vacation during their regularly scheduled work days immediately preceding and succeeding such holiday~~, shall be entitled to the following thirteen legal holidays with pay at the employee's normal hourly rate of pay for each of such holidays:

- (1) The first day of January, known as New Year's Day;
- (2) The third Monday in January, known as Martin Luther King, Jr. Day;
- (3) The third Monday in February, known as Presidents' Day;
- (4) The last Monday of May, known as Memorial Day;
- (5) The nineteenth day of June, known as Juneteenth Day;
- (6) The fourth day of July, known as Independence Day;
- (7) The first Monday in September, known as Labor Day;
- (8) The second Monday in October, known as Columbus/Indigenous Peoples' Day;
- (9) The eleventh day of November, known as Veterans' Day;
- (10) The fourth Thursday in November, known as Thanksgiving Day;
- (11) The fourth Friday of November, known as the day after Thanksgiving;
- (12) The twenty-fourth day of December, known as Christmas Eve Day;
- (13) The twenty-fifth day of December, known as Christmas Day; and

(14) Three floating holidays to be taken on a day of the employee's choice subject to approval of departmental supervision. Floating holidays shall be prorated in the employee's initial and final year of employment.

All part-time employees ~~and full-time employees~~ of the City ~~with less than thirty days of service with the City~~ shall be entitled to the aforesaid holidays without pay.

Employees are not eligible for compensation payouts for any remaining floating holidays after separation from the City.

(Ord. 1991-28. Passed 8-12-91; Ord. 2000-52. Passed 11-27-00; Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(g) Longevity Pay. Directors and non-aligned employees listed within this chapter hired after November 1, 2021 shall not be entitled to receive longevity pay under this section. Additional compensation for continuous full-time employment, which shall be entitled longevity pay, shall be paid for each calendar year on the first pay period in December of each year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment	Rate of Longevity Pay Per Month
0-4	\$-0-
5	20.83
10	41.66
15	62.50
20	83.33
25	104.16
30	125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in the calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of years of continuous full-time employment completed in that year, as determined in accordance with the above schedule.

In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his continuous, full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

(Ord. 2013-5. Passed 2-25-13; Ord. 2023-16. Passed 4-10-23; Ord. 2024-92. Passed 1-27-25.)

(h) Jury Duty Compensation. Each regular full-time employee shall, if called for jury duty, receive their regular compensation during the time spent in the capacity as a juror less the amount paid to them by the court for such duty as a juror.

(i) 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, and other mutually agreed upon contractual benefits, as described in the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for the Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Chief of Police and regarding all such future appointments to Chief of Police, the Chief of Police shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay. For the calendar year 2026 only, a six percent increase will be added to the base salary of the Chief of Police as a one-time occurrence. Beginning January 1, 2026, the Chief of Police will no longer receive emergency responder pay.~~

(j) The Assistant Chief of Police shall receive the same fringe benefits, and other mutually agreed upon contractual benefits, effective upon the same dates and in the same amounts, as provided to the rank of Captain by the collective bargaining agreement entered into by the City with the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Assistant Chief of Police and regarding all such future appointments to Assistant Chief of Police, the Assistant Chief of Police shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay. For the calendar year 2026 only, a six percent increase will be added to the base salary of the Assistant Chief of Police as a one-time occurrence. Beginning January 1, 2026, the Assistant Chief of Police will no longer receive emergency responder pay.~~

(k) The Fire Chief shall be entitled to the following employee benefits: Uniform allowances, medical and life insurance coverage, vacations, holidays, longevity compensation, ~~emergency responder pay~~, sick leave, college education pay, and other mutually agreed upon contractual benefits, as described in the collective bargaining agreement entered into by the City and Local 1690 of the International Firefighters Association. ~~Effective January 1, 2025, upon the appointment of the next Fire Chief and regarding all such future appointments to Fire Chief, the Fire Chief shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay. For the calendar year 2026 only, a six percent increase will be added to the base salary of the Fire Chief as a one-time occurrence. Beginning January 1, 2026, the Fire Chief will no longer receive emergency responder pay.~~

(l) The Assistant Fire Chief shall receive the same fringe benefits, and other mutually agreed upon contractual benefits, effective upon the same dates and in the same amounts, as provided to the position of Assistant Chief of Police, reflecting the same fringe benefits

provided to the rank of Captain by the Ohio Patrolmen's Benevolent Association for Police Sergeants and Captains. ~~Effective January 1, 2025, upon the appointment of the next Assistant Fire Chief and regarding all such future appointments to Assistant Fire Chief, the Assistant Fire Chief shall not be entitled to the following employee benefits: Longevity compensation, non-use of sick leave incentive payment, and emergency responder pay. For the calendar year 2026 only, a six percent increase will be added to the base salary of the Assistant Fire Chief as a one-time occurrence. Beginning January 1, 2026, the Assistant Fire Chief will no longer receive emergency responder pay.~~

(Ord. 1983-29. Passed 10-11-83; Ord. 2013-5. Passed 2-25-13; Ord. 2020-6. Passed 3-9-20; Ord. 2024-92. Passed 1-27-25.)

ORDINANCE 2025 - 101

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, REPEALING ORDINANCE 2025-38, AND DECLARING AN EMERGENCY, AS AMENDED

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

Section 1. Funding for the current expenses and other expenditures of the City of Parma Heights, Ohio, for the period commencing January 1, 2025 and ending December 31, 2025, the sums set forth in the attached “Exhibit A, as amended”, is set aside and appropriated.

Section 2. Ordinance No. 2025-38 that was passed by Council on August 26, 2025 is repealed.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the 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 4. The Department of Finance is authorized to draw warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

Section 5: This Council declares this Ordinance 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 said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

Exhibit A, as amended

12/22/2025

City of Parma Heights	Original 2025 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
General Fund				
Police				
Personal Services & Benefits	\$5,156,758	\$0	(\$350,000)	\$4,806,758
Other Operations & Maintenance	\$975,000	\$0	\$50,000	\$1,025,000
	\$6,131,758	\$0	(\$300,000)	\$5,831,758
Fire				
Personal Services & Benefits	\$4,447,897	\$0	(\$70,000)	\$4,377,897
Other Operations & Maintenance	\$510,000	\$0	\$0	\$510,000
	\$4,957,897	\$0	(\$70,000)	\$4,887,897
Safety				
Personal Services & Benefits	\$597,978	(\$75,000)	(\$40,000)	\$482,978
Other Operations & Maintenance	\$472,500	\$0	\$0	\$472,500
	\$1,070,478	(\$75,000)	(\$40,000)	\$955,478
Health				
Other Operations & Maintenance	\$170,000	(\$3,096)	\$0	\$166,904
	\$170,000	(\$3,096)	\$0	\$166,904
Recreation				
Personal Services & Benefits	\$141,214	\$0	(\$20,000)	\$121,214
Other Operations & Maintenance	\$17,500	\$14,167	\$0	\$31,667
	\$158,714	\$14,167	(\$20,000)	\$152,881
Building				
Personal Services & Benefits	\$595,820	\$25,000	\$20,000	\$640,820
Other Operations & Maintenance	\$105,000	\$0	\$50,000	\$155,000
	\$700,820	\$25,000	\$70,000	\$795,820
Economic Development				
Personal Services & Benefits	\$108,891	\$0	(\$10,000)	\$98,891
Other Operations & Maintenance	\$3,000	\$35,000	\$0	\$38,000
	\$111,891	\$35,000	(\$10,000)	\$136,891
Basic Utility Services				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$1,754,260	\$0	\$130,000	\$1,884,260
	\$1,754,260	\$0	\$130,000	\$1,884,260
Mayor				
Personal Services & Benefits	\$260,471	(\$20,000)	(\$7,500)	\$232,971
Other Operations & Maintenance	\$17,500	\$0	\$13,000	\$30,500
	\$277,971	(\$20,000)	\$5,500	\$263,471
Council				
Personal Services & Benefits	\$186,243	\$3,200	\$1,000	\$190,443
Other Operations & Maintenance	\$21,500	\$0	(\$1,000)	\$20,500
	\$207,743	\$3,200	\$0	\$210,943

City of Parma Heights	Original 2025 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
<u>Planning/Zoning</u>				
Other Operations & Maintenance	\$4,000	\$0	(\$2,500)	\$1,500
	\$4,000	\$0	(\$2,500)	\$1,500
<u>Finance</u>				
Personal Services & Benefits	\$454,267	\$0	(\$50,000)	\$404,267
Other Operations & Maintenance	\$427,000	\$0	\$60,000	\$487,000
	\$881,267	\$0	\$10,000	\$891,267
<u>Mayor's Court</u>				
Personal Services & Benefits	\$142,357	\$0	\$0	\$142,357
Other Operations & Maintenance	\$31,000	\$0	\$5,000	\$36,000
	\$173,357	\$0	\$5,000	\$178,357
<u>Custodial</u>				
Personal Services & Benefits	\$14,260	\$0	\$35,000	\$49,260
Other Operations & Maintenance	\$15,000	\$0	\$0	\$15,000
	\$29,260	\$0	\$35,000	\$64,260
<u>Law</u>				
Personal Services & Benefits	\$199,576	\$0	(\$2,500)	\$197,076
Other Operations & Maintenance	\$47,400	\$0	\$60,000	\$107,400
	\$246,976	\$0	\$57,500	\$304,476
<u>General Government</u>				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$707,000	\$65,671	(\$75,000)	\$697,671
Transfers - Out	\$3,095,000	\$0	(\$295,000)	\$2,800,000
	\$3,802,000	\$65,671	(\$370,000)	\$3,497,671
Total General Fund Disbursements	\$20,678,392	\$44,942	(\$499,500)	\$20,223,834
<u>SCMR Fund</u>				
Personal Services & Benefits	\$1,958,008	\$0	(\$160,000)	\$1,798,008
Other Operations & Maintenance	\$840,000	\$0	\$330,000	\$1,170,000
	\$2,798,008	\$0	\$170,000	\$2,968,008
<u>State Highway</u>				
Other Operations & Maintenance	\$80,000	\$5,000	\$0	\$85,000
	\$80,000	\$5,000	\$0	\$85,000
<u>Cemetery</u>				
Other Operations & Maintenance	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
<u>Parks Maintenance Fund</u>				
Personal Services & Benefits	\$554,713	\$0	(\$150,000)	\$404,713
Other Operations & Maintenance	\$232,915	\$0	\$75,000	\$307,915
	\$787,628	\$0	(\$75,000)	\$712,628

City of Parma Heights	Original 2025 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
Senior Center Fund				
Personal Services & Benefits	\$435,142	\$0	\$0	\$435,142
Other Operations & Maintenance	\$95,000	\$0	\$25,000	\$120,000
	\$530,142	\$0	\$25,000	\$555,142
CDBG				
Other Operations & Maintenance	\$200,000	\$0	\$0	\$200,000
	\$200,000	\$0	\$0	\$200,000
FEMA Grant Fund				
Other Operations & Maintenance	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Drug Enforcement Trust				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Law Enforcement Trust Fund				
Other Operations & Maintenance	\$50,000	\$0	\$0	\$50,000
	\$50,000	\$0	\$0	\$50,000
Dare Fund				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Law Enforce Training				
Personal Services & Benefits	\$0	\$0	\$0	\$0
Other Operations & Maintenance	\$400	\$0	\$0	\$400
	\$400	\$0	\$0	\$400
Police Donations (PACT)				
Police - Other Expense	\$3,000	\$0	\$0	\$3,000
	\$3,000	\$0	\$0	\$3,000
Permissive Fund				
Other Operations & Maintenance	\$125,000	\$0	\$0	\$125,000
Transfers - Out	\$0	\$0	\$0	\$0
	\$125,000	\$0	\$0	\$125,000
Police Pension Fund				
Employers Share	\$760,000	\$0	(\$90,000)	\$670,000
	\$760,000	\$0	(\$90,000)	\$670,000
Fire Pension Fund				
Employers Share	\$795,000	\$0	(\$20,000)	\$775,000
	\$795,000	\$0	(\$20,000)	\$775,000

City of Parma Heights	Original 2025 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
Coronavirus Relief Fund				
Other Operations & Maintenance	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Mayor's Court Computer Fund				
Other Operations & Maintenance	\$4,500	\$0	\$0	\$4,500
Capital Outlay	\$0	\$0	\$0	\$0
	\$4,500	\$0	\$0	\$4,500
Indigent Driver Fund				
Other Operations & Maintenance	\$5,000	\$0	\$0	\$5,000
Capital Outlay	\$0	\$0	\$0	\$0
	\$5,000	\$0	\$0	\$5,000
Ambulance Billing Fund				
Other Operations & Maintenance	\$60,000	\$0	\$7,500	\$67,500
Transfers - Out	\$1,000,000	\$0	(\$50,000)	\$950,000
	\$1,060,000	\$0	(\$42,500)	\$1,017,500
School Zone Safety				
Personal Services & Benefits	\$0	\$0	\$65,000	\$65,000
Other Operations & Maintenance	\$250,000	\$0	(\$40,000)	\$210,000
Capital Outlay	\$0	\$500,000	(\$500,000)	\$0
	\$250,000	\$500,000	(\$475,000)	\$275,000
Opioid Settlement				
Other Operations & Maintenance	\$25,000	\$0	\$0	\$25,000
Capital Outlay	\$0	\$0	\$0	\$0
	\$25,000	\$0	\$0	\$25,000
Grant Special Revenue				
Other Operations & Maintenance	\$50,000	(\$50,000)	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
	\$50,000	(\$50,000)	\$0	\$0
Special Bond Retirement Fund				
Debt Principal & Interest	\$4,049,020	\$0	\$0	\$4,049,020
Other	\$0	\$37,485	\$0	\$37,485
	\$4,049,020	\$37,485	\$0	\$4,086,505
Capital Improvement Fund				
Capital Outlay	\$967,762	\$2,035,000	\$250,000	\$3,252,762
Advances Out	\$0	\$1,000,000	\$0	\$1,000,000
	\$967,762	\$3,035,000	\$250,000	\$4,252,762
Capital Projects Fund				
Other Operations & Maintenance	\$0	\$0	\$0	\$0
Capital Outlay	\$1,397,000	\$650,000	(\$300,000)	\$1,747,000
Advances Out	\$0	\$1,000,000	\$0	\$1,000,000
	\$1,397,000	\$1,650,000	(\$300,000)	\$2,747,000

City of Parma Heights	Original 2025 Appropriations	1st Amended Appropriations	2nd Amended Appropriations	Proposed Appropriations
<i>Medical Self Insurance Fund</i>				
Medical Payments	\$3,029,000	\$0	(\$150,000)	\$2,879,000
	\$3,029,000	\$0	(\$150,000)	\$2,879,000
<i>Fleet Maintenance Fund</i>				
Employee Expense	\$425,314	\$0	\$10,000	\$435,314
Other Expense	\$585,000	\$0	(\$25,000)	\$560,000
	\$1,010,314	\$0	(\$15,000)	\$995,314
<i>Worker's Compensation Fund</i>				
WC Payments	\$257,500	\$0	\$0	\$257,500
	\$257,500	\$0	\$0	\$257,500
Total Appropriations 2025	\$38,912,666	\$5,222,427	(\$1,222,000)	\$42,913,093

Schedule of Transfers

Fund	From	To	Amount	Adjust	Amended Amount
General Fund		SCMR	\$1,300,000		\$1,300,000
General Fund		Senior	\$250,000	(\$100,000)	\$150,000
General Fund		Police	\$625,000	(\$105,000)	\$520,000
General Fund		Fire	\$670,000	(\$40,000)	\$630,000
General Fund		Recreation	\$250,000	(\$50,000)	\$200,000
EMS		GF	\$1,000,000	(\$50,000)	\$950,000
			\$4,095,000	(\$345,000)	\$3,750,000

Schedule of Advances

Fund	From	To	Amount	Adjust	Amended Amount
Capital Improvement Fund		School Zone Safety	\$0	\$1,000,000	\$1,000,000
Capital Projects Fund		Special Bond Ret	\$0	\$1,000,000	\$1,000,000
			\$0	\$2,000,000	\$2,000,000

RESOLUTION NO. 2025 – 106

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF PARMA HEIGHTS TO EXECUTE THE NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) FOR THE GREENBRIER COMMONS PLAYGROUND REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks Grant Program; and

WHEREAS, the City of Parma Heights has developed the Greenbrier Commons Playground Replacement Project to renovate Greenbrier Commons Park; and

WHEREAS, the City of Parma Heights was awarded grant funds in the amount of one hundred and fifty thousand dollars (\$150,000) in October 2025 through the NatureWorks Grant Program; and

WHEREAS, in order to receive the NatureWorks grant funding and to fulfill its obligations under the grant program, the City must execute a NatureWorks Local Assistance Grant Agreement and take further actions to satisfy grant requirements.

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

Section 1. That the Administration is hereby authorized and directed to execute the NatureWorks Local Assistance Grant Agreement with Ohio Department of Natural Resources (ODNR) on behalf of the City of Parma Heights in accordance with Exhibit “1”, attached hereto and made a part hereof by reference as if fully rewritten, to receive up to one hundred and fifty thousand dollars (\$150,000) in grant funding for the Greenbrier Commons Playground Replacement Project, and is hereby further authorized to provide all information and documentation required to satisfy grant requirements.

Section 2. That the Administration is hereby further authorized to execute any agreements and to take any further actions deemed necessary in furtherance of the grant program.

Section 3. That the Administration is further authorized to accept grant funding.

Section 4. That Council hereby authorizes the Administration to receive and expend funds, including any matching funds, in furtherance of this project, in manners consistent with the Charter and Codified Ordinances of the City of Parma Heights, and as outlined in the NatureWorks Grant Program.

Section 5. 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 6. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City, and for further reason that the prompt execution of such agreement is required in order to comply with grant deadlines; wherefore, this Resolution shall be in full force and effect 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

**NATUREWORKS LOCAL ASSISTANCE
GRANT AGREEMENT**

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its Office of Real Estate and Land Management, ("**ODNR**") with offices located at 2045 Morse Rd., Bldg. E, Columbus, OH, 43229, and **City of Parma Heights**, which is located at 6281 Pearl Road, Parma Heights, Ohio 44130 ("**Grantee**").

Grantee is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01 and §1557.06, ODNR may provide grants to eligible applicants for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital projects that enhance the use and enjoyment of natural resources by individuals. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant:

Removal and replacement of playground at Greenbier Commons

The parties therefore agree as follows:

1. **AWARD.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed **\$150,000.00** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill No. 2 (135th General Assembly), and pursuant to Ohio Revised Code Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs incurred in the performance and completion of the deliverables detailed in the attached Exhibit A, Boundary Map (the "Project").
2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit to the ODNR such reports and documents as ODNR may request; (4) establish a separate special account for the funds for the acquisition and/or development of the Project; (5) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR; (6) report any and all income gained on the Property or facilities during the Project Period; and (7) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to Section 15, either during or after completion of the Project.

3. **NOTICE.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p>Grantee Contact:</p> <p>Sandie Agresta Local Project Coordinator City of Parma Heights 6281 Pearl Road Parma Heights, Ohio 44130 440-884-9600 sagresta@parmaheights.us</p>	<p>ODNR Contact:</p> <p>Dee Burlison Program Manager ODNR Office of Real Estate & Land Management 2045 Morse Road, E-2 Columbus, Ohio 43229 614-265-6834 Dolores.Burlison@dnr.ohio.gov</p>
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4. **PERIOD OF PERFORMANCE.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on December 31, 2027, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The period between the Effective Date and the Termination Date shall be referred to herein as the “Project Period.” Grantee shall complete all work on the Project on or before December 31, 2027.
5. **COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter “Procedural Guide” and “Application”). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. ODNR may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.
6. **NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the property as described in Exhibit A (the “Boundary Map”) attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the “Property”). If the Property is to be acquired with the funding assistance granted pursuant to this Agreement, Grantee shall not permit any

encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the Property for the Project as approved. Grantee shall provide a final Boundary Map for the Property prior to the acquisition of the Property. Grantee represents that it is, and/or covenants that it will be, the fee simple owner of the Property, or has, or will have, a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are, or will be: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A.

7. **USE OF PROPERTY.** Grantee agrees to operate, maintain, and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in the Boundary Map. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Article VIII, Section 2I of the Ohio Constitution.
8. **MAINTENANCE OF PROPERTY.** The Property will be operated and maintained to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair to prevent undue deterioration.
9. **ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age, or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. Grantee agrees that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require that any facility on the Property be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17) and will be responsible to ensure compliance with these specifications by the contractor.
10. **USER FEES.** User fees charged for use of the Property or facilities on the Property shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Revenues occurring from non-recreational uses of the Property (Ex. Income from sales of timber, oil, gas, or minerals) shall be (a) returned to the public in the form of expanded facilities or services on the Property or (b) offset the reimbursement basis.
11. **QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it is a duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further

affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

12. **BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid. If competitive bidding for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents shall not be designed so as to restrict or preclude open competitive bidding. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
13. **UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
14. **APPROPRIATION OF PROPERTY.** Grantee shall comply with the terms of Ohio Revised Code Chapter 163 for all real property acquisitions and, where applicable, shall assure compliance with those requirements for the Property to be developed with assistance under this Agreement.
15. **REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be the sole responsibility of Grantee, and that no funds provided under this Agreement will be used by Grantee for payment of any audit expenses for any reason at any time.
16. **TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.
17. **TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. Grantee shall return any unused grant funds to ODNR within thirty (30) days of termination. In the event of termination, all unused funds shall be retained by ODNR.

18. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee's termination, Grantee shall repay ODNR all funds transferred under this Agreement.

19. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

20. **AFFIRMATIVE ACTION PROGRAM.** Grantee shall require the prime contractor(s) on the project have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division before awarding a construction contract. Grantees can look up those contractors with a valid Certificate of Compliance at <https://eodreporting.oit.ohio.gov/certification-compliance>.

21. **WORKERS' COMPENSATION.** Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

22. **COMPLIANCE WITH LAWS.** Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

23. **LIABILITY; INDEMNIFICATION.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any

purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

24. **DRUG-FREE WORKPLACE.** If applicable to Grantee as a “contracting authority” Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.
25. **USE OF MBE AND EDGE VENDORS.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises (“MBE”) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (“EDGE”) businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.
26. **EVENTS OF SIGNIFICANT IMPACT.** Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
27. **PUBLIC RECORDS.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Ohio Public Records Law R. C. §§ 149.43 and 149.431.
28. **DEEBARMENT AND SUSPENSION.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.
29. **FINDINGS FOR RECOVERY.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
30. **OHIO ETHICS LAW.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio’s ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
31. **CAMPAIGN CONTRIBUTIONS.** The Grantee affirms that, if applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor’s campaign committees.
32. **NON-APPROPRIATION.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is

agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

33. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
34. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
35. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
36. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
37. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
38. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
40. **ENTIRE AGREEMENT.** This Agreement, including any attachments referenced and made a part hereof, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

Each party is signing this Agreement on the date stated below that party's signature.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

City of Parma Heights

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

NatureWorks Project Number: CUYA-099

I, _____, acting as attorney for the
Name and Title of Attorney
_____("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the NatureWorks Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement is, in my opinion, a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, has has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 20____).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

ORDINANCE NO. 2025 - 107

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE PARAMEDIC EQUIPMENT FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, TO ENTER INTO A CONDITIONAL SALE AGREEMENT, AND DECLARING AN EMERGENCY

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, the equipment pricing quotes, obtained through the National Joint Power Alliance [now known as Sourcewell], a conditional sale agreement, and accompanying documentation for the purchase of three (3) Stryker 6507 Power Pro 2 ambulance cots and three (3) LifePak 35 cardiac monitors and accompanying equipment from Stryker Sales, LLC, are contained in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten.

WHEREAS, Council may authorize the Agreement through the City’s membership in the National Joint Power Alliance [now known as Sourcewell], 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.

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 hereby authorized and directed to purchase three (3) Stryker 6507 Power Pro 2 ambulance cots and three (3) LifePak 35 cardiac monitors and accompanying equipment from Stryker Sales, LLC, for the sum of \$187,638.78, and to enter into a conditional sale agreement calling for three (3) annual payments of \$62,546.26, as documented in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten.

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 this Municipality, and for the further reasons that it is necessary to avoid a disruption in public service and to secure current advantageous pricing; wherefore, this Ordinance 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 1



LIFEPAK 35

Quote Number: 11021907

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT

Rep:

Brandon Bucher

Attn:

Email:

brandon.bucher@stryker.com

Phone Number:

(480) 331-0979

Mobile:

(480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name: PARMA HEIGHTS FIRE DEPT

Name: PARMA HEIGHTS FIRE DEPT

Name: PARMA HEIGHTS FIRE DEPT

Account #: 20188551

Account #: 20188551

Account #: 20188551

Address: 6184 PEARL RD

Address: 6184 PEARL RD

Address:

PARMA HEIGHTS

PARMA HEIGHTS

Ohio 44130-3120

Ohio 44130-3120

Attn: Chief Matthew Bernard

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	3	\$46,260.00	\$138,780.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	\$600.00	\$1,200.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$1,800.00	\$1,800.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$64.80	\$64.80
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	3	\$515.40	\$1,546.20
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	1	\$567.00	\$567.00
7.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	3	\$18.00	\$54.00
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	3	\$20.40	\$61.20
9.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	3	\$24.00	\$72.00
10.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	3	\$40.20	\$120.60
11.0	11335-000008	LIFEPAK 35 Storage Bag Kit	3	\$360.00	\$1,080.00
12.0	11260-000073	Shoulder Strap	3	\$45.00	\$135.00
13.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	3	\$72.00	\$216.00
14.0	11150-000020	LIFEPAK Cellular Modem, North America	3	\$900.00	\$2,700.00



LIFEPAK 35

Quote Number: 11021907

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: (480) 331-0979
Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	4	-\$3,500.00	-\$14,000.00

Optional Products (Not Incl. in Total):

#	Product	Description	Qty	Disc % Off Contract	Sell Price	Total
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$741.98
Grand Total:	\$135,138.78

Comments:

2025 purchase pricing only. Need purchase commitment by 12/12. Flexing out and delaying delivery.

Sourcewell Agreement Number 041823.

Prices: In effect for 30 days

Terms: Net 30 Days



LIFEPAK 35

Quote Number: 11021907

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT

Attn:

Rep:

Brandon Bucher

Email:

brandon.bucher@stryker.com

Phone Number:

(480) 331-0979

Mobile:

(480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



CPO POWER PRO

Quote Number: 11158133

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT

Attn:

Rep:

Brandon Bucher

Email:

brandon.bucher@stryker.com

Phone Number:

(480) 331-0979

Mobile:

(480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name: PARMA HEIGHTS FIRE DEPT

Name: PARMA HEIGHTS FIRE DEPT

Name: PARMA HEIGHTS FIRE DEPT

Account #: 20188551

Account #: 20188551

Account #: 20188551

Address: 6184 PEARL RD

Address: 6184 PEARL RD

Address: 6184 PEARL RD

PARMA HEIGHTS

PARMA HEIGHTS

PARMA HEIGHTS

Ohio 44130-3120

Ohio 44130-3120

Ohio 44130-3120

Attn: Chief Matthew Bernard

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001U	6507 POWER PRO 2, HIGH CONFIG	3	\$17,500.00	\$52,500.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Optional Products (Not Incl. in Total):

#	Product	Description	Qty	Disc % Off Contract	Sell Price	Total
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$52,500.00

Comments:



CPO POWER PRO

Quote Number: 11158133

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT

Attn:

Rep: Brandon Bucher

Email: brandon.bucher@stryker.com

Phone Number: (480) 331-0979

Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

2025 pricing schedule only. Effective until 12/12. Can delay delivery and invoice in 2026 if needed. CPO cots. Flexing out.

Sourcewell Agreement Number 041823.

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Date: December 02, 2025

RE: Reference no:2210274742

CITY OF PARMA HEIGHTS
6184 PEARL RD
PARMA HEIGHTS, Ohio 44130-3120

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement

Exhibit A - Detail of Equipment

State and Local Government Rider

Certificate of Acceptance

Addendum

****Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Valid Tax Exemption Certificate, Certificate of**

Acceptance (once all equipment is received)

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number: _____ **Accounts Payable contact:** _____

Purchase order number: _____ **Accounts Payable Email:** _____

Upfront payment check number (if applicable): _____ **Accounts Payable Phone:** _____

Accounts Payable Address: _____

Administrative Contact(s):

Administrative contact name: _____ **Administrative contact name:** _____

Email address: _____ **Email address:** _____

Phone number: _____ **Phone number:** _____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of December, 2025

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Conditional Sale Agreement No.2210274742

Owner ("we" or "us"):
 Flex Financial, a division of Stryker Sales, LLC
 1941 Stryker Way
 Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF PARMA HEIGHTS 6184 PEARL RD PARMA HEIGHTS ,Ohio 44130-3120	Equipment Location: 6184 PEARL RD PARMA HEIGHTS,Ohio 44130-3120 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
3	Annual	\$62,546.26(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

Short Form Conditional Sale Agreement No.2210274742

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Ohio. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 2210274742

Description of equipment

Customer name: CITY OF PARMA HEIGHTS

Delivery Location: 6184 PEARL RD, PARMA HEIGHTS, Ohio , 44130-3120

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO:		
<u>PARMA HEIGHTS FIRE DEPT, 6184 PEARL RD, PARMA HEIGHTS, Ohio, 44130-3120, United States</u>		
650705550001U	6507 POWER PRO 2, HIGH CONFIG	3
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	3
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	2
11140-000102	CHARGER, BATTERY, LP35	1
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	1
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	3
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	1
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	3
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	3
11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	3
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	3
11335-000008	KIT, STORAGE BAGS, LP35	3
11260-000073	KIT, SHOULDER STRAP, LP35	3
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	3
11150-000020	KIT, MODEM, NA, LP35	3
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	4

Total equipment: \$186,896.80

Freight: \$741.98

Total Amount: \$187,638.78

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210274742 (the "Agreement")** between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF PARMA HEIGHTS ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

**ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT NO. 2210274742
BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC
AND CITY OF PARMA HEIGHTS**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The second sentence of Section 1 of the Agreement is hereby modified to read as follows:

"Within twenty (20) days after the date the Equipment is delivered to you under this Agreement, you shall either: (i) accept the Equipment by executing and delivering to us a Certificate of Acceptance in form acceptable to us (and the date such written acceptance is delivered to us is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to us at which time this Agreement shall terminate. If you fail within twenty (20) days after the Equipment is delivered to you under this Agreement to execute and deliver to us a Certificate of Acceptance or reject and promptly return the Equipment to us, you shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The sixth sentence of Section 5 of the Agreement is hereby modified to read as follows:

"To the extent permitted by law, you shall be solely liable for your own actions that result in any obligation, loss, claim or damage whatsoever, regardless of cause, and all expenses in connection therewith, including, without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from the entering into this Agreement, the ownership of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of the Equipment resulting in damage to property or injury to or death to any person; provided, however, that you shall not be liable to us for Losses arising out of or resulting from our own willful or grossly negligent conduct."

3. The second sentence of Section 6 of the Agreement is hereby modified to read as follows:

"Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of *Twelve Percent (12%)* per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it."

4. The last sentence of Section 7 of the Agreement is hereby modified to read as follows:

"YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND *BOTH PARTIES* WAIVE TRIAL BY JURY."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

WARRANTY, INDEMNIFICATION, AND COMPLIANCE STATEMENT
(Medical)

MEDICAL WARRANTY:

Products manufactured and sold by Stryker Sales, LLC, acting through its Stryker Medical Division (“Stryker”) include the warranties, and are subject to Stryker’s Return Policy, set forth in Schedule I attached to this Statement and incorporated herein by reference. EXTENDED WARRANTY: If extended warranty is included, see Schedule II for product areas to be covered by extended warranty in addition to the standard warranty coverage listed in Schedule I.

EXCEPT AS OTHERWISE SET FORTH IN THIS STATEMENT, STRYKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

INDEMNIFICATION:

This indemnification is in effect for the Equipment and Disposables provided the instructions outlined in the Manufacturers Operating Manual (separately provided to you) are followed. Stryker will hold you harmless and will indemnify you for any and all liability incurred from patient injury resulting directly from a defect in workmanship or design of the Equipment and Disposables that are used during any surgical procedure. This indemnification will not apply to any liability arising from (A) a patient injury due to the negligence of any person other than an employee or agent of Stryker during such procedure, (B) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Equipment and Disposables or (C) the use of any equipment or disposables not purchased from Stryker or Equipment or Disposables that have been modified or altered. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, installation, if applicable, by a third party other than an employee or agent of Stryker, condition or possession of the Equipment and Disposables. You will hold Stryker harmless and will indemnify Stryker for any and all liability incurred from patient injury resulting directly from the negligence of any of your employees, your failure to follow Stryker’s instructions for the Equipment and Disposables, and any modifications or alterations to the Equipment or Disposables by you.

INSURANCE:

Stryker shall maintain, at its own expense, insurance policies of the kind and limits listed below and with insurers with an A.M. Best rating of not less than A- VIII or its equivalent:

- (a) WORKERS’ COMPENSATION with statutory limits and EMPLOYER’S LIABILITY with minimum limits of \$2,000,000 Each Accident, \$2,000,000 Disease – Each Employee, and \$2,000,000 Disease – Policy Limit.
- (b) COMMERCIAL GENERAL LIABILITY, including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Independent Contractor’s Liability, Broad Form Property Damage Liability, and Personal/Advertising Injury Liability, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- (c) AUTOMOBILE LIABILITY covering owned, non-owned and hired autos with a minimum combined single limit of \$2,000,000 per accident if licensed vehicles are used in connection with the performance of this Agreement, and at all times when such vehicles are operated on the leased or owned premises of Hospital.

At your request, Stryker shall provide you with a certificate of insurance evidencing the foregoing insurance. Stryker warrants that it will maintain the above insurance coverages during the term of your purchases of products from Stryker and you will be provided with at least thirty (30) days’ prior written notice of cancellation of any coverage, unless cancellation is due to the non-payment of premium, in which case Stryker shall provide ten (10) days’ prior written notice. With the exception of policy (c) above, Stryker shall be permitted to maintain any of the required insurance coverages through a program of self-insurance.

COMPLIANCE:

1. FDA. To the extent required, Stryker represents and warrants that the U.S. Food and Drug Administration (“FDA”) has cleared the products provided to you for the uses specifically set forth in the instructions for use accompanying the products. Stryker represents and warrants that no product delivered to you by Stryker is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definition of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of shipment or delivery, or is a product which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce.
2. Stryker Personnel. To the extent provided to you, Stryker represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further Stryker represents and warrants that services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes for which they are provided. Stryker only agrees to acknowledge your policies and that Stryker is encouraged by you to report violations of your policies. You may only exclude Stryker’s employees, agents, or independent contractors from dealings between the parties for violations of your policies, provided, however, that Stryker’s agents and independent contractors are not subject to your approval.

3. Non-Exclusion. Stryker represents and warrants that, as of the date this Statement is provided to you, neither it nor, to the best of its knowledge, any of its employees or agents engaged to provide products or services to you, are or have been excluded terminated, suspended, or debarred from participation in federal or state health care programs or federal or state government contracts pursuant to § 1128 of the Social Security Act, 42 U.S.C. § 1320a-7 or 48 C.F.R. Part 9, or related regulations or other federal or state laws and regulations (each an "Exclusion or Debarment Event"). During the term of your purchase of products and/or services from Stryker, it shall promptly notify you in the event it becomes subject to an Exclusion or Debarment Event. You retain the right, as your sole and exclusive remedy, to terminate any services agreements with Stryker and/or purchases of undelivered products from Stryker in the event Stryker becomes subject to an Exclusion or Debarment Event.

4. HIPAA Compliance. Stryker and you understand, acknowledge and agree that although not necessary to Stryker's providing goods and/or services to you, Stryker's employees, contractors, agents or other representatives may encounter personal or confidential information or materials belonging to you, your patients, employees, contractors, agents or other representatives. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients) shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties shall to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations thereunder as amended to ensure the protection of Protected Health Information ("PHI") as defined therein.

5. Applicable Laws. It is the intent of Stryker and you to comply in all respects with all federal, state and local laws and regulations governing the relationship between or among healthcare providers. In the event performance by either party should jeopardize your full accreditation or licensure by any regulatory agency, or be in violation of any statute or ordinance or for any reason be illegal or deemed unethical by any recognized agency or association in the medical or hospital fields, you may, at your option, terminate your purchases of products from Stryker.

6. Access to Records. To the extent required by law the following provision applies: Stryker agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to its activities, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Statement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to you for purchases of products from Stryker. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

CONFIDENTIALITY:

You will not disclose to any third party the terms, including pricing information, or any other information provided by Stryker to you in connection with the sale of products to you by Stryker, without Stryker's prior written approval. The confidentiality obligation will not apply to information that is: (a) already public or that becomes public other than as a result of disclosure by you; or (b) required by law or legal process to be disclosed. In the case of required disclosure, written notice of such requirement will be promptly communicated to Stryker and you will cooperate, at the expense of Stryker, with Stryker in its efforts to limit the scope of disclosure required.

NO EFFECT ON STRYKER FINANCE AGREEMENTS:

The warranty, indemnification, insurance, compliance and other terms of this Statement are the responsibility of Stryker, but: (i) the terms of this Statement shall not be a part of, nor affect in any manner, any agreement(s) between you and Stryker Flex Financial, a division of Stryker Sales, LLC (collectively "Stryker Finance Agreement"); and (ii) no assignee of any Stryker Finance Agreement shall have any responsibility to you under this Statement.

Warranty
S3MedSurg Bed Model 3005

LIMITED WARRANTY

Stryker Medical Division, a division of Stryker Corporation, warrants to the original purchaser the S3[®] MedSurg Bed, Model 3005 to be free from defects in material and workmanship for a period of one (1) year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product which is, in the sole discretion of Stryker, found to be defective. If requested by Stryker, products or parts for which a warranty claim is made shall be returned prepaid to the factory. Any improper use or any alteration or repair by others in such manner as in Stryker's judgment affects the product materially and adversely shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

Stryker Medical Bed products are designed for a 10 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for each device. Stryker warrants to the original purchaser that the welds on its Bed products will be free from structural defects for the expected 10 year life of the Bed product as long as the original purchaser owns the product.

Stryker Medical optional components and/or accessories are warranted as follows:

- Motion/Nurse Call Pendant: Two (2) years service life under normal use and proper care
- Motion/Nurse Call/SmartTV Pendant: Two (2) years service life under normal use and proper care

WARRANTY EXCLUSION AND DAMAGE LIMITATIONS

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327 -0770.

RETURN AUTHORIZATION

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged product must be made with within fifteen (15) days of receipt of the product. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claims will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the product, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full within thirty (30) days of receipt. Claims for any incomplete shipments must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Contact your local Stryker Medical representative for additional information.

Warranty
InTouch Critical Care Bed, Model FL27 (2131/2141)

Limited warranty

Stryker Medical Division, a division of Stryker Corporation, warrants to the original purchaser the **InTouch** Critical Care bed, Model FL27 (2131/2141) to be free from defects in material and workmanship for a period of **one (1)** year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product which is, in the sole discretion of Stryker, found to be defective. If requested by Stryker, products or parts for which a warranty claim is made shall be returned prepaid to the factory. Any improper use or any alteration or repair by others in such manner as in Stryker's judgment affects the product materially and adversely shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

Stryker Medical Bed products are designed for a 10 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for each device. Stryker warrants to the original purchaser that the welds on its bed products will be free from structural defects for the expected 10 year life of the bed product as long as the original purchaser owns the product.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

To obtain parts and service

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327-0770.

Return authorization

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

Damaged product

ICC Regulations require that claims for damaged product must be made within fifteen (15) days of receipt of the product. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claims will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the product, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full within thirty (30) days of receipt. Claims for any incomplete shipments must be made within thirty (30) days of invoice.

International warranty clause

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Contact your local Stryker Medical representative for additional information.

Warranty
Model 2860 IsoGel AIR

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2860 **IsoGel AIR** support surface Product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **IsoGel AIR** Product (each known individually as a “Part” and collectively as the “Product” or “**IsoGel AIR** Product”) during normal use* as follows:

- **Mattress (foam assembly and gel) warranty period: ten years**

Notes

- The Mattress will naturally compress over time. Should a body indentation or compression set measurement greater than 1 1/4" (3,2 cm), as measured by an authorized Stryker representative, be realized within the warranty period noted above, Stryker will provide a replacement Product. Any normal body indentations or compression set of less than 1 1/4" (3,2 cm) will not be replaced.
 - Any damage to the foam assembly or gel which results due to usage of a cover assembly beyond its warranty period of three years, or is a result of abnormal wear and tear which may include cleaning processes which are inconsistent with those recommended in this Operations/Maintenance manual, shall invalidate the warranty on the mattress at Stryker’s sole discretion.
- **Cover assembly warranty period: three years**
 - **Fire barrier sleeve warranty period: three years**

The above noted warranty periods apply only to the original purchaser of the **IsoGel AIR** Product and begin on the date of delivery to such original purchaser.

If Stryker determines, in its sole discretion, that one or more Parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **IsoGel AIR** Product or Part.

In addition, if requested by Stryker, the Part of the **IsoGel AIR** Product subject to a warranty claim shall be returned prepaid to Stryker, as noted under the return authorization section below. No employee or representative of Stryker is authorized to change the warranty on the **IsoGel AIR** Product in any way.

The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the Product, or wear which indicates that the Product was not properly maintained in accordance with this Operations/Maintenance manual, or which Product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or damage or Product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of mattress pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- damage which is determined to have resulted through the use of the Product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the Product in typical or normal use settings in a hospital or medical facility under normal conditions. damage to the Product which arises from abnormal use, which may include but is not limited to, damage to the Product that may be caused by needle punctures, burns, chemicals, negligent use or improper care or improper cleaning (proper cleaning to help sustain the life of the Product is as detailed in this Operations/Maintenance manual) or staining resulting from such abnormal uses are exempt from the above note warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

Warranty
Model 2860 IsoFlex LAL

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2860 **IsoFlex LAL** support surface Product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **IsoFlex LAL** Product (each known individually as a “Part” and collectively as the “Product” or “**IsoFlex LAL** Product”) during normal use* as follows:

- **Mattress (foam assembly and gel) warranty period: ten years**

Notes

- The Mattress will naturally compress over time. Should a body indentation or compression set measurement greater than 1 1/4" (3,2 cm), as measured by an authorized Stryker representative, be realized within the warranty period noted above, Stryker will provide a replacement Product. Any normal body indentations or compression set of less than 1 1/4" (3,2 cm) will not be replaced.
 - Any damage to the foam assembly or gel which results due to usage of a cover assembly beyond its warranty period of three years, or is a result of abnormal wear and tear which may include cleaning processes which are inconsistent with those recommended in this Operations/Maintenance manual, shall invalidate the warranty on the mattress at Stryker’s sole discretion.
- **Cover assemblies warranty period: three years**
 - **Fire barrier sleeve warranty period: three years**

The above noted warranty periods apply only to the original purchaser of the **IsoFlex LAL** Product and begin on the date of delivery to such original purchaser.

If Stryker determines, in its sole discretion, that one or more Parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **IsoFlex LAL** Product or Part.

In addition, if requested by Stryker, the Part of the **IsoFlex LAL** Product subject to a warranty claim shall be returned prepaid to Stryker, as noted under the return authorization section below. No employee or representative of Stryker is authorized to change the warranty on the **IsoFlex LAL** Product in any way.

The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the Product, or wear which indicates that the Product was not properly maintained in accordance with this Operations/Maintenance manual, or which Product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or damage or Product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of mattress pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- Damage which is determined to have resulted through the use of the Product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the Product in typical or normal use settings in a hospital or medical facility under normal conditions. Damage to the Product which arises from abnormal use, which may include but is not limited to, damage to the Product that may be caused by needle punctures, burns, chemicals, negligent use or improper care or improper cleaning (proper cleaning to help sustain the life of the Product is as detailed in this Operations/Maintenance manual) or staining resulting from such abnormal uses are exempt from the above noted warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

Isolibrium Warranty

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2971/2972 **Isolibrium™** product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **Isolibrium** product (each known individually as a “Part” and collectively as the “Product” or “**Isolibrium** product”) during normal use* as follows:

- Support Surface (Air Pods, Turning Bladders and Foam Crib) Warranty Period: 2 years
- Cover and Fire Barrier Assembly Warranty Period: 2 years
- Pump Warranty Period: 2 years

The above noted Warranty periods apply only to the original purchaser of the **Isolibrium** product and begin on the date of delivery to such original purchaser. If Stryker determines, in its sole discretion, that one or more parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **Isolibrium** product or part. The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the product, or wear which indicates that the product was not properly maintained in accordance with this Operations/Maintenance Manual, or which product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or
- Damage or product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of support surface pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- Damage which is determined to have resulted through the use of the product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the product in typical or normal use settings in a hospital or medical facility under normal conditions. Damage to the product which arises from abnormal use, such as damage to the product that may be caused by needle punctures, burns, chemicals, negligent use, improper care, or improper cleaning (as such is detailed in this Operations/Maintenance Manual) or staining resulting from such abnormal uses are exempt from the above note warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

Patent information

This product is made with Intelli-GelR* hollow column configuration and Duragel™ elastomeric material.

*Intelli-GelR is a registered trademark of EdiZONE, LLC of Alpine, UT

Duragel™ is a trademark of EdiZONE, LLC of Alpine, UT

Covered by one or more of the following patent numbers:

United States 5,749,111 6,026,527 7,076,822 7,964,664

Other patents pending