



City of Parma Heights Special Council Meeting

6281 Pearl Road

Wednesday, July 29, 2026

5:45 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MISCELLANEOUS BUSINESS

ADJOURN TO EXECUTIVE SESSION TO DISCUSS PENDING OR IMMINENT COURT ACTION

LEGISLATION:

First Reading

1.) **RESOLUTION NO. 2026 - 62**

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE DISCOUNT DRUG MART SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A DISCOUNT DRUG MART SETTLEMENT PARTICIPATION AGREEMENT, NUNC PRO TUNC, AND DECLARING AN EMERGENCY

2.) **RESOLUTION NO. 2026 – 63**

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE CUYAHOGA COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2027 COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM, AND DECLARING AN EMERGENCY

3.) **RESOLUTION NO. 2026 - 64**

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE FY2027 DRUG ABUSE RESPONSE TEAM (DART) GRANT PROGRAM THROUGH THE OFFICE OF THE OHIO ATTORNEY GENERAL FOR THE CITY'S MENTAL HEALTH CO-RESPONSE PROGRAM, AND DECLARING AN EMERGENCY

4.) **RESOLUTION NO. 2026 - 65**

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

5.) **ORDINANCE NO. 2026 – 66**

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PARMA FOR SHARED BUILDING PERMIT REVIEW AND INSPECTION SERVICES, AND DECLARING AN EMERGENCY

6.) **ORDINANCE NO. 2026 - 67**

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF PARMA FOR A MENTAL HEALTH CO-RESPONSE PROGRAM AND TO EXPEND FUNDS, AND DECLARING AN EMERGENCY

ADJOURNMENT

RESOLUTION NO. 2026 - 62

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE DISCOUNT DRUG MART SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A DISCOUNT DRUG MART SETTLEMENT PARTICIPATION AGREEMENT, NUNC PRO TUNC, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, including the City of Parma Heights, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance in connection with the opioid crisis; and

WHEREAS, by and through Resolution No. 2021-15, Council authorized the Administration to enter into a One Ohio Memorandum of Understanding (“MOU”) on behalf of the City for the purpose of collaboratively seeking resolution of the opioid litigation in the State of Ohio; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolutions under the MOU require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, in addition, a settlement is now being presented to the State of Ohio and Local Governments by the Discount Drug Mart Settlement Agreement to resolve governmental entity claims in the State of Ohio using the structure of the aforementioned One Ohio MOU and consistent with the material terms of the Discount Drug Mart Settlement Agreement; and

WHEREAS, this Council wishes to agree to the terms of the Discount Drug Mart Settlement pertaining to Participating Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1: That this Council hereby consents to the material terms of the Discount Drug Mart Settlement, pertaining to Participating Subdivisions on behalf of the City of Parma Heights, and pursuant to the terms of the One Ohio MOU.

Section 2: That this Council hereby authorizes the Administration to execute the Discount Drug Mart Settlement Participation Agreement on behalf of the City of Parma Heights, nunc pro tunc, which is attached hereto as “Council Exhibit 1” and incorporated by reference, pursuant to the terms of the One Ohio MOU.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a

majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to consent to the City's participation in the proposed Discount Drug Mart Settlement, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

COUNCIL EXHIBIT 1

EXHIBIT B to Discount Drug Mart Settlement Agreement

Discount Drug Mart Settlement Participation Agreement

Governmental Entity: City of Parma Heights

State: Ohio

Authorized Official: Mayor Marie Gallo

Address 1: 6281 Pearl Road

Address 2:

City, State, Zip: Parma Heights, Ohio 44130

Phone: 440-884-9602

Email: law@parmaheights.us

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Discount Drug Mart Settlement Agreement (Exhibit D) and the Allocation Schedule (Exhibit C), and acting through the undersigned authorized official, hereby elects to participate in the Discount Drug Mart Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Discount Drug Mart Settlement Agreement, understands all terms in the Discount Drug Mart Settlement Agreement, and agrees that by the Discount Drug Mart Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Discount Drug Mart Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Discount Drug Mart Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Discount Drug Mart Settlement Agreement, hereby becomes a Releasor for all purposes in the Discount Drug Mart Settlement Agreement, including but not limited to all provisions of Section 5 of the Discount Drug Mart Settlement

¹ Capitalized terms shall have the same meaning as in the Discount Drug Mart Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Discount Drug Mart Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Discount Drug Mart Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Discount Drug Mart Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Discount Drug Mart Settlement Agreement in any respect, the Discount Drug Mart Settlement Agreement controls.

IN WITNESS WHEREOF, this Discount Drug Mart Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____

By: _____

Its: _____

Date: _____

RESOLUTION NO. 2026 – 63

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE CUYAHOGA COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2027 COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the City has been advised by the Cuyahoga County Community Development Supplemental Grant Program that it can participate in a competitive application process for the awarding of a 2027 Supplemental Grant from the Cuyahoga County Department of Housing and Community Development; and

WHEREAS, the City can submit one or more projects as part of its application, and is eligible to receive and apply for a maximum of \$50,000.00 of grant funds.

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

Section 1: The following project is designated as an approved project for use in the application to be submitted by the City of Parma Heights in response to the competitive application process undertaken by the Cuyahoga County Community Development Supplemental Grant Program:

GREENBRIER COMMONS PICKLEBALL AND TENNIS COURTS FENCING PROJECT

This project shall be submitted to the Department of Housing and Community Development in a timely manner in order to meet all deadlines.

Section 2: That this Council hereby respectfully requests that the Department of Housing and Community Development give favorable consideration to the City of Parma Heights's 2027 Community Development Supplemental Grant Program application.

Section 3: That Council hereby authorizes any obligation of funds required to satisfactorily complete the proposed project under the terms and conditions of the Cuyahoga County Department of Housing and Community Development 2027 Community Development Supplemental Grant Program, including any matching funds.

Section 4: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend grant awards.

Section 5: That Council hereby authorizes, in the event of a grant award, the Administration to receive and expend 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 Cuyahoga County Department of Housing and Community Development 2027 Community Development Supplemental Grant Program.

Section 6: 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 7: This Council declares this resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to expedite the submission of this Community Development Supplemental Grant Application in a timely manner; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

RESOLUTION NO. 2026 - 64

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ACCEPT AND EXPEND A GRANT FROM THE FY2027 DRUG ABUSE RESPONSE TEAM (DART) GRANT PROGRAM THROUGH THE OFFICE OF THE OHIO ATTORNEY GENERAL FOR THE CITY'S MENTAL HEALTH CO-RESPONSE PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the Office of the Ohio Attorney General administers the Drug Abuse Response Team (DART) grant program to address drug addictions, overdoses, and deaths within Ohio communities; and

WHEREAS, the DART program supports collaborative partnerships among law enforcement, behavioral-health treatment providers, and others to assist in the creation or continuation of a law enforcement diversion program to address opioid addiction; and

WHEREAS, the grant can be used to reimburse some of the personnel costs and other expenses associated with the response team; and

WHEREAS, the Office of the Ohio Attorney General approved the Parma Heights Police Department's application for grant funding from the FY2027 Drug Abuse Response Team (DART) grant program; and

WHEREAS, the DART program will provide a total of thirty thousand dollars (\$30,000.00) towards the City's Mental Health Co-Response Program.

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 accept and expend monies from the FY2027 Drug Abuse Response Team (DART) grant program through the Office of the Ohio Attorney General for the City's Mental Health Co-Response Program in the awarded amount of \$30,000.00, and to execute a grant agreement.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts, and to take any further actions necessary to receive and/or expend grant awards, in manners consistent with the Charter and Codified Ordinances of the City of Parma Heights, and as outlined in the FY2027 Drug Abuse Response Team (DART) grant program.

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

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of said City and for the further reason it is necessary to avoid a disruption in public service and to comply with FY2027 Drug Abuse Response Team (DART) grant program requirements in a timely manner; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2026 - 65

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF
OBSOLETE CITY VEHICLES AT A PUBLIC SALE THROUGH
GOVPLANET/IRONPLANET, 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, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

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

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

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

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

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

Section 3: This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to accommodate immediate storage requirements and avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

Exhibit A

2002	STERLING	DUMP TRUCK	2FZHATBS32AJ66460
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ORDINANCE NO. 2026 – 66

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PARMA FOR SHARED
BUILDING PERMIT REVIEW AND INSPECTION SERVICES, AND DECLARING AN
EMERGENCY**

WHEREAS, Parma and Parma Heights have determined to work cooperatively to render independent building permit plan review and inspection services of structures by utilizing their respective Building Departments and CBOs, as well as related municipal administrative resources, in order to perform building permit plan review and inspection services in the event that such services are requested under limited special circumstances; and

WHEREAS, the cities of Parma Heights and Parma desire to enter into a Memorandum of Understanding for shared building permit review and inspection services to formalize the above-stated cooperative efforts.

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

Section 1: That this Administration is hereby authorized and directed to enter in a Memorandum of Understanding with the City of Parma for shared building permit review and inspection services, in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten, subject to any further negotiated adjustments and/or revisions prior to execution approved by the Director of Public Service.

Section 2: That the Administration is hereby authorized to execute said agreement and to take such further action and to execute any further documents and/or amendments thereto as may be necessary.

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

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to permit the efficient delivery of public services and avoid any disruption of public services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

MEMORANDUM OF UNDERSTANDING FOR SHARED BUILDING PERMIT REVIEW AND INSPECTION SERVICES BETWEEN THE CITY OF PARMA AND THE CITY OF PARMA HEIGHTS

THIS MEMORANDUM OF UNDERSTANDING is made on this ____ day of _____, 2026, by and between THE CITY OF PARMA, OHIO (“Parma”), an Ohio municipal corporation, at 6611 Ridge Road, Parma, OH 44129 and THE CITY OF PARMA HEIGHTS (“Parma Heights”), OHIO, an Ohio municipal corporation, at 6281 Pearl Road, Parma Heights, Ohio 44130.

WHEREAS, Parma and Parma Heights are entering into a non-exclusive cooperative agreement, referred to as a Memorandum of Understanding (MOU), for the provision of building permit review, plan examination, and inspection services, or due to other special circumstances, to be provided reciprocally, each to the other, as needed under limited special circumstances; and

WHEREAS, this MOU is intended to enable the Certified Building Officials (CBO) of Parma and Parma Heights to maintain compliance with the Ohio Building Code (OBC) and with regulations administered by the Ohio Board of Building Standards (OBBS) with respect to the performance of independent building permit review, plan examination, and inspection services of structures; and

WHEREAS, Parma and Parma Heights have determined to work cooperatively to render such governmental services by utilizing their respective Building Departments and CBOs, as well as related municipal administrative resources, in order to perform building permit review, plan examination and inspection services in the event that such services are requested under limited special circumstances.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good, valuable and sufficient consideration, the receipt of which is mutually acknowledged, the parties hereto do covenant and agree as follows:

- 1. BUILDING PERMIT REVIEW AND INSPECTION SERVICES.** In the event that either City encounters special circumstances which may render its CBO unable to perform its own building permit review and inspection services due to the relationship (financial or familial), or due to other special circumstances, between the applicant and said CBO, the reciprocating City will independently perform the building permit and inspection services, including all signatures and documentation customarily issued by the CBO.
- 2. REQUEST FOR SERVICES.** In the event that the CBO of either City encounters special circumstances warranting invocation of this Agreement, the CBO will communicate with the reciprocating CBO to discuss the request for and scope of building permit review and inspection services. The parties will seek to cooperate so that the conflicted CBO is relieved by the reciprocating CBO.
- 3. TERM.** The Term of this MOU shall be for ten (10) years. The commencement date of this MOU shall be the date above written or the date of signature, whichever is later. The Term may

be renewed for consecutive ten (10) year terms upon the mutual consent of parties. The Term is subject to revocation by either City with or without cause at any time and upon notification.

4. **INSURANCE.** Each party shall maintain and pay all premiums for adequate insurance for the performance of governmental services, including building permit review and inspection services. Such general and comprehensive liability coverage shall provide not less than coverage of \$1,000,000.00 of combined single limits with an additional umbrella coverage of not less than \$5,000,000.00 above the primacy policy.
5. **GOVERNING LAW; SEVERABILITY.** This Agreement and its performance shall be governed, interpreted and regulated by and in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of July, 2026.

FOR THE CITY OF PARMA, OHIO:

Timothy J. DeGeeter, Mayor

Date: _____

FOR THE CITY OF PARMA HEIGHTS, OHIO:

Marie Gallo, Mayor

Date: _____

ORDINANCE NO. 2026 - 67

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF PARMA FOR A MENTAL HEALTH CO-RESPONSE PROGRAM AND TO EXPEND FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, first responders often respond to emergencies where behavioral health and/or substance abuse issues are involved; and

WHEREAS, it is appropriate to engage professional social workers to co-respond to such emergencies and MetroHealth System has the resource personnel to provide such co-responders; and

WHEREAS, the City of Parma has entered into a Co-Responder Program Agreement with MetroHealth System to embed MetroHealth licensed social workers with fire and police first responders with the goal of providing immediate, on-the-scene support and crisis response with follow up and referral linkage; and

WHEREAS, Ohio Revised Code Section 9.482 authorizes the legislative authority of a political subdivision to enter into an agreement with another political subdivision to exercise any power, perform any function, or render any service that the political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, the cities of Parma Heights and Parma desire to enter into an Agreement for a Mental Health Co-Response Program.

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

Section 1: That this Administration is hereby authorized and directed to enter into an Agreement with the City of Parma for a Mental Health Co-Response Program, in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten, subject to any further negotiated adjustments and/or revisions prior to execution approved by the Director of Public Safety and the Director of Finance.

Section 2: The Administration is further authorized to expend funds for the portion of costs for the Mental Health Co-Response Program that are allocated to the City of Parma Heights under the terms of the agreement.

Section 3: That Council hereby authorizes the Administration to execute any further documents and/or contracts, including any amendments approved by the Mayor, and to take any further actions necessary to carry out the agreement.

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

Section 5: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to enable timely crisis intervention and to comply with contracting deadlines of the City of Parma and MetroHealth System in a timely manner; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

Agreement Between the City of Parma and The City of Parma Heights For a Mental Health Co-response Program

WHEREAS, the Parties recognize the increasing frequency of mental, behavioral health-related, and drug use emergencies, often co-occurring conditions, within their respective jurisdictions;

WHEREAS, the Parties desire to implement a Mental Health Co-Responder Program (“Program”) that retains and deploys licensed mental health professionals in collaboration with first responders to address such emergencies;

WHEREAS, Parma will administer and contract for the Program, including but not limited to the hiring or retention of licensed social workers or mental health professionals (“Crisis Response Clinicians”) and associated administrative costs, and Parma Heights will pay Parma for its share of the program resource costs;

WHEREAS, pursuant to Revised Code Section 9.482, the Parties desire to define their respective responsibilities, enable the lawful exercise of authority, and establish terms for the proportionate sharing of Program costs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1 – PURPOSE

The purpose of this Agreement is to establish a collaborative Program to retain and deploy licensed mental health professionals, Crisis Response Clinicians (“Crisis Response Clinicians” or CRC), to serve both Parma and Parma Heights and to set forth terms for responsibilities and cost-sharing associated with the operation of the Program. The Crisis Response Clinicians will help the first responders to better respond to mental and behavioral health related needs and drug use emergencies encountered during calls for service. Crisis Response Clinician co-response is contingent upon their availability.

Section 2 - PROGRAM DESCRIPTION

The Program will retain and deploy CRCs as resources and referral services. CRC will be alerted to and, when available, join safety forces on calls for service received by dispatch, police, and fire department personnel from the Cities of Parma and Parma Heights involving individuals experiencing behavioral or mental health or drug use crises or substance abuse emergencies. The CRC will consult with and help first responders as they perform their calls for service. The Program also includes CRC patient follow-up communication via telephone and/or email, in person consultation or visits, service referrals, and coordination of care post-crisis by the CRC directly with patients.

SECTION 3 – PROGRAM ADMINISTRATION

1. Program Scope: The Program includes dispatching a CRC to 911 calls and non-emergency incidents involving behavioral or mental health and drug use crises, along with follow-up services. Safety forces may consult with CRC in person or by phone, while on scene or post-incident, and will discuss resource and referral strategies recommended by the CRC.
2. Shared Jurisdiction: The CRCs shall serve both Parma and Parma Heights as part of a coordinated response team working with police, fire, EMS, and dispatch units in both municipalities.
3. Parma shall be responsible for:
 - a. Serving as the fiscal agent and contract administrator for the Program, and executing all contracts with service providers including with a qualified agency or individual(s) to provide Crisis Response Clinicians;
 - b. Hiring necessary staff to carry out program responsibilities;
 - c. Providing program oversight and supervision consistent with program requirements as agreed upon by the Parties;
 - d. Ensuring compliance with applicable laws, including HIPAA and Ohio Revised Code requirements;
 - e. Maintaining all necessary documentation, reporting, and data collection.
 - f. Manage scheduling, dispatch protocols, and daily operations;
 - g. Provide workspace, vehicles, and equipment for Crisis Response Clinicians as needed;
 - h. Maintain detailed program records and produce reports related to call volume, client contacts, and service outcomes;
 - i. Host program coordination meetings for both Parties.
4. City of Parma Heights Shall:
 - a. Participate in all planning and coordination meetings;
 - b. Integrate Parma Heights designated dispatch and first responders into co-response protocols;
 - c. Support CRC co-responses and follow-up visits within Parma Heights boundaries;
 - d. Maintaining all necessary documentation, reporting, and data collection;
 - e. Maintain detailed program records and produce reports related to call volume, client contacts, and service outcomes;
 - f. Cooperate in data sharing and program evaluation activities;
 - g. Designate liaison(s) from police and fire to coordinate with Parma.

SECTION 4 – COST ALLOCATION

1. Program Costs: Costs include, but are not limited to, agency and/or salary and benefit costs of CRCs, vehicle and equipment expenses, administrative overhead, supervision, data and reporting services, and training.

2. Annual Budget: Parma shall prepare an annual budget for the Program, which may include costs related to contracted clinician services, vehicle usage, equipment, training, program management, insurance, and administrative overhead.
3. Cost Share Formula: Based on anticipated call volume, Parma Heights shall be responsible for thirty percent (30%) of the total annual Program costs.
Adjustments: The Parties agree to annually review usage and call volume data and adjust the cost share formula as needed based on actual service usage.
4. Invoicing and Payment:
Parma shall invoice Parma Heights semi-annually for its 30% share of actual Program expenses incurred during the preceding quarter. Parma Heights agrees to remit payment within 60 days of receipt of each invoice.
5. Audit Rights: Parma Heights shall have the right, upon reasonable notice, to inspect records related to Program costs to verify amounts invoiced.

SECTION 5 – TERM AND TERMINATION

1. Initial Term: This Agreement shall take effect on the date of final signature and remain in effect for a period of two (2) years, unless terminated earlier under this Section.
2. Renewal: Upon mutual written agreement, the Parties may renew this Agreement for successive one-year terms.
3. Termination:
 - a. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party.
 - b. In the event of termination, Parma Heights shall remain responsible for its prorated share of all Program costs incurred prior to the effective termination date.

SECTION 6 – LIABILITY AND INSURANCE

1. No participating City or any of its employees, officers or agents shall be liable in damages to another participating City, or its employees, officers or agents, its inhabitants, or its contractual obliges, or any person to whom services are offered or provided, for failure to answer any call for services, or for lack of speed in answering such a call, or for failure or inadequacy of equipment, or for the alleged negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of Program services.
2. Nothing in this Agreement shall be construed to create a joint venture, partnership, or shared liability beyond the cost allocation described herein.

SECTION 7 – MISCELLANEOUS

1. Amendments: This Agreement may only be modified in writing and signed by both Parties.
2. Governing Law: This Agreement shall be governed by the laws of the State of Ohio.
3. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements regarding the Program.
4. Severability: If any provision is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below:

CITY OF PARMA

By: _____

Mayor Timothy J. DeGeeter

Date: _____

By: _____

Safety Director Bob Coury

Date: _____

CITY OF PARMA HEIGHTS

By: _____

Mayor Marie Gallo

Date: _____