



# CITY OF FAIRVIEW PARK CITY COUNCIL MEETING AGENDA

COMMITTEE MEETING  
MONDAY, DECEMBER 9, 2019  
7:00 p.m.  
Council Caucus Room

## MEETING CALLED TO ORDER

## ROLL CALL

## ENVIRONMENT, PUBLIC WORKS, PLANNING, ZONING AND DEVELOPMENT – Councilman Minek, Chair

- ✧ Ord. 19-58 | Authorizing Participation in ODOT Municipal Bridge Inspection Program 2020-2022
- ✧ Issues:
  - Shade Tree Recommendations
  - Plastic Retail Bags
  - Airport Noise
  - Lead Paint Safety
  - Community Development
  - Municipal Facilities Maintenance
  - City Sewers

## LOCAL GOVERNMENT & COMMUNITY SERVICES COMMITTEE – Councilman McDonough, Chair

- ✧ Ord. 19-59 | Amending Chapter 563 Fair Housing Code
- ✧ Ord. 19-60 | Amending Section 541.12 Ethnic Intimidation
- ✧ Ord. 19-61 | Authorizing Dedication of Property at 4200 Thomas Ln for City Park
- ✧ Ord. 19-62 | Amending Chapter 921\_Grannis and Thomas Lane Parks
- ✧ Ord. 19-63 | Amending Section 927.05 Persons Prohibited in Playgrounds, Parks and Recreational Facilities
- ✧ Ord. 19-50 | Enacting Chapter 704 Housing Protections for Domestic Violence Victims & Affected Landlords
- ✧ Ord. 19-44 | Amending Charter Article 7, Section 4\_Board of Control
- ✧ Issues:
  - Responsible Pet Ownership
  - FPCO 1145.18 Temporary Political Signs
  - Chapter 505 (Animals)
  - Autism Safety Roster
  - Gemini Memberships
  - Charter & Codified Ordinances Review
  - Bain Park Preservation
  - City Playgrounds
  - Fairview Park Codified Chapters 707 & 708
  - Legislative Records and Council Office

*Agenda continued on back →*

Michael Kilbane, President of Council  
Brian McDonough, Ward 1

Bill Minek, Ward 2  
Paul Wojnar, Ward 3

Sarah Wering, Ward 4  
Angelo Russo, Ward 5

Todd Smith, Council at Large  
Liz Westbrooks, Clerk of Council

## FINANCE – Councilman Wojnar, Chair

- ✧ Ord. 19-65 | Authorizing Contract with Summit County for Health Insurance 2020-2022
- ✧ Ord. 19-66 | Gemini Center Membership and Fees for 2020
- ✧ Ord. 19-67 | TAC Computer Agreement 2020
- ✧ Ord. 19-68 | 2019 Final Appropriations
- ✧ Ord. 19-69 | 2020 Temporary Appropriations
- ✧ Ord. 19-70 | Authorizing Contract with Mackay Engineering for 2020-2023
- ✧ Res. 19-22 | 2020 Area Agency on Aging Contract
- ✧ Ord. 18-09 | Authorizing Fee Agreement for Litigation of Opioid Epidemic
- ✧ Issues:
  - Solid Waste Fees
  - Budget Discussion
  - Salary Review

## BOARD & COMMISSIONS REPORTS

### ROUNDTABLE

#### *DO YOU HAVE A SMART DEVICE?*

To download tonight's agenda and legislation being considered, scan the code below:



CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-58  
REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR  
SPONSORED BY: COUNCILMAN MINEK  
CO-SPONSORED BY: COUNCILWOMAN WERING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN THE MUNICIPAL BRIDGE INSPECTION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairview Park is desirous to enter into an agreement with the Ohio Department of Transportation (ODOT) to participate in the 2020-2022 Municipal Bridge Inspection Program for bridge inspection responsibilities for municipalities in Ohio that have a population less 50,000 people; and

WHEREAS, ODOT will provide bridge inspections finding to the City of Fairview Park; and

WHEREAS, ODOT shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State of Ohio as described in the Consultant's Scope of Services Task Order Contract, attached hereto as Exhibit "A"; and

WHEREAS, the City agrees to pay 100% of the cost of those features which are not included in the Consultant's Scope of Services Task Order Contract and may include, but are not limited to, the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, and the implementation of the scour plan of actions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with the Ohio Department of Transportation to participate in the 2020-2022 Municipal Bridge Inspection Program, attached hereto as Exhibit "B".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that it is immediately necessary to continue the efficiency of the City of Fairview Park, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it take effect and be in force from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

Approved Final Scope of Services Minutes Date: \_\_\_\_\_

## **GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

### Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

### Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

### Task 3 – SMS Structure Inventory and Review

### Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

### Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049, Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027, Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

**Project: SP01 - District (1, 2, &3), Total Structures = 435\***

Type	L <= 20'	20' < L <= 60'	60' < L <= 200'	L > 200'	Total
<b>Single Span</b>	170	158	24	0	<b>352</b>
<b>Multi-Span</b>	21	18	29	15	<b>83</b>
<b>Culvert</b>	156	45	0	0	<b>201</b>
<b>Truss</b>	0	0	2	0	<b>2</b>
<b>Underwater Inspection</b>	0	0	0	0	<b>0</b>
<b>Fracture Critical Inspection</b>	0	4	0	0	<b>4</b>
<b>Load Rating**</b>	149	75	16	10	<b>250</b>

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP02 - District (4, 11, &12), Total Structures = 270\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	86	86	25	0	197
Multi-Span	16	14	27	16	73
Culvert	82	36	0	0	118
Truss	1	1	5	0	7
Underwater Inspection	0	0	0	1	1
Fracture Critical Inspection	0	1	5	0	6
Load Rating**	67	35	16	5	123

\* Level 1 Bridge Inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP03 - District (5, 6, &10), Total Structures = 355\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	132	126	29	0	287
Multi-Span	7	8	35	18	68
Culvert	108	62	4	0	174
Truss	0	0	8	0	8
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	0	8	1	9
Load Rating**	141	73	20	8	242

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP04 - District (7, 8 &9), Total Structures = 426\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	150	125	29	0	304
Multi-Span	27	42	41	12	122
Culvert	135	93	30		231
Truss	0	1	5	1	7
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	2	4	1	7
Load Rating	180	81	27	2	290

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

### **UNDERSTANDING**

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
  - a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
  - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
  - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
  - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

**Services to be furnished by CONSULTANT may include:**

### **TASK 1 - SCOUR TASKS**

**Task 1A – Scour Critical Susceptibility NBIS Item 113)** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

**Task 1B - Scour Plan-of-Action** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

## **TASK 2 – LOAD RATING TASKS**

**Task 2A - Field Measurements for Load Rating** - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

**Task 2B - Load Rating Calculations** – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

### **TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW**

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website.

The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

### **TASK 4 – INSPECTION PROCEDURES**

**Task 4A – Fracture Critical Plan** – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
  - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.

- b. Use an elevation view for trusses.
  - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
  - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
  - b. Location of each occurrence of detail
  - c. AASHTO Fatigue Category of detail
  - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 4B – Underwater Inspection Procedures** – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

## **TASK 5 – BRIDGE INSPECTION**

**Task 5A – Routine Bridge Inspection (SMS Input)** - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

**Task 5B – Fracture Critical Inspection** - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 5C – Underwater Dive Inspection** – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

## PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : \_\_\_\_\_

PID No. : 109334

County/Route/Section : \_\_\_\_\_

The following is a/an \_\_\_\_\_ enacted by the \_\_\_\_\_ of \_\_\_\_\_  
(Ordinance/Resolution) (Local Public Agency)

County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

### SECTION I – Project Description

WHEREAS, the (LPA) has determined the need for the described project:

*Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.*

NOW THEREFORE, be it ordained by the \_\_\_\_\_ of \_\_\_\_\_ County, Ohio.  
(LPA)

### SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

### SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

*The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant’s Scope of Services Task Order Contract (Exhibit A).*

*The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.*

PID No.: 109334

**SECTION IV – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

**SECTION V Authority to Sign**

I, \_\_\_\_\_ of said \_\_\_\_\_ is hereby empowered on behalf of the  
(Contractual Agent) (LPA)  
\_\_\_\_\_ to enter into contracts with the Director of Transportation which is necessary to  
(LPA)  
complete the above described project.

Passed: \_\_\_\_\_, 2\_\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Clerk) (Contractual Agent of LPA – title)

Attested: \_\_\_\_\_  
(Title) (President of Council)

The \_\_\_\_\_ is hereby declared to be an emergency measure to expedite the highway project and  
(Ordinance/Resolution)  
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No.: 109334

**CERTIFICATE OF COPY  
STATE OF OHIO**

\_\_\_\_\_ of \_\_\_\_\_ County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the \_\_\_\_\_  
(LPA)  
of \_\_\_\_\_ County, Ohio, do hereby certify that the foregoing is a true and correct copy of  
\_\_\_\_\_ adopted by the legislative Authority of the said  
(Ordinance/Resolution)

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
(LPA)

That the publication of such \_\_\_\_\_ has been made and certified of record according to  
(Ordinance/Resolution)

Law; that no proceedings looking to a referendum upon such \_\_\_\_\_ have been taken;  
(Ordinance/Resolution)

and that such \_\_\_\_\_ and certificate of publication thereof are of record in \_\_\_\_\_,  
Page \_\_\_\_\_.  
(Record No.) (Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_.

\_\_\_\_\_  
(Clerk)

**(CITY SEAL)**

\_\_\_\_\_ of \_\_\_\_\_ County, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the \_\_\_\_\_ of \_\_\_\_\_ County, Ohio.  
(LPA)

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
(Contractual Agent)



For the State of Ohio

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
(Director, Ohio Department of Transportation)

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-59  
REQUESTED BY: COUNCILMAN SMITH  
SPONSORED BY: COUNCIL PRESIDENT KILBANE

AN ORDINANCE AMENDING SECTIONS 563.01, 563.02(f), 563.03 AND 563.04 OF CHAPTER 563 ENTITLED “FAIR HOUSING CODE” OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK AND DECLARING AN EMERGENCY

WHEREAS, it is the right of all citizens to equal and fair housing opportunities and that discrimination occurring based on protected classes violates the personal dignity of individuals and perpetuates unfair housing practices and are punishable by law; and

WHEREAS, through Ordinance 02-57, Council enacted Chapter 563 prohibiting housing discrimination because of race, color, religion, gender, handicapping condition, age, familial status or national origin

WHEREAS, in addition to the foregoing, Council desires to protect and safeguard the rights and opportunities of all persons to be free from discrimination based on sexual orientation and gender identity or expression also;

WHEREAS, Council finds that residents obtain substantial social and professional benefits from living in a community where fair housing principles are established; and

WHEREAS, in addition to nondiscrimination protections are already afforded under state and federal law to protect against discrimination Council aims to ensure that all persons who work in, live in, or visit the City of Fairview Park have equal access to employment, housing, and public accommodations.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That the Sections 563.01, 563.02(f), 563.03 and 563.04 of Chapter 563, “Chapter 563 entitled, “Fair Housing Code” of the Codified Ordinances of the City of Fairview Park, is amended as follows:

**563.01 PURPOSE**

It is the intent of the City to assure that all persons regardless of race, color, religion, sex, gender identity or expression, or sexual orientation, ~~ereed~~, national origin, ancestry, handicap, age or familial status be treated equally in all respects throughout the City. One of the major, though not only, intentions of the City is to provide for equal and fair housing opportunities for all current and prospective residents of the City, thereby increasing the cultural diversity of the City and providing a rich and varied community for its citizens. It is the further intention of the City to assure compliance and aid in the enforcement of all State, Federal and constitutional requirements for ~~the full equality of all races, genders and ereed~~ as mandated by law.

## 563.02 DEFINITIONS

The following terms shall have the meanings as set forth herein:

- (a) “Dwelling” means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (b) “Family” includes a single individual.
- (c) “Financial institution” means any bank, credit union, insurance company, or savings and loan association or other entity or organization that makes or purchases loans or provides other financial assistance that operates or has a place of business in the City.
- (d) “Person” includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts or unincorporated organizations.
- (e) “To rent” includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.
- (f) “Discrimination housing practice” means an act that is unlawful under any State or Federal statute regulation, executive order or directive regarding equal access to housing, financing, listing opportunities or any other practices impeding the equal accessibility of housing to all persons regardless of race, **color, religion, sex, gender identity or expression or sexual orientation**, national origin, ancestry, handicap, **age** or familial status.

## 563.03 DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING.

No person shall engage in the following practices regarding any property of whatever kind within the City:

- (a) To refuse to sell or rent after the making of a bone fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.
- (c) To make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age,

familial status, or national origin, or an intention to make any such preference, limitation or discrimination.

- (d) To represent to any person because of race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.

**563.04 DISCRIMINATION IN THE FINANCING OF HOUSING.**

- (a) No financial institution shall deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements.

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:

APPROVED:

1<sup>st</sup> reading: 11.18.19

2<sup>nd</sup> reading: 12.02.19

3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-60  
REQUESTED BY: COUNCILMAN SMITH  
SPONSORED BY: COUNCIL PRESIDENT KILBANE

AN ORDINANCE AMENDING SECTION 541.12 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD PROHIBITION OF INTIMIDATION ON THE BASIS OF SEX, GENDER IDENTITY OR EXPRESSION, OR SEXUAL ORIENTATION

WHEREAS, it is the right of all citizens to live free from fear and discrimination occurring based on protected classes and violations and are punishable by law; and

WHEREAS, Fairview Park Codified Ordinances Section 541.12 prohibits ethnic intimidation on the basis of reason of the race, color, religion or national origin of another person or group of persons; and

WHEREAS, in addition to the foregoing, Council desires to protect and safeguard the rights and opportunities of all persons to be free from discrimination based on sexual orientation and gender identity or expression also.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. Section 541.12, "Ethnic Intimidation," of Chapter 541, "Property Offenses," of the Codified Ordinances of the City of Fairview Park," is amended as follows:

**"541.12 ~~ETHNIC~~ INTIMIDATION.**

(a) No person shall violate Ohio R.C. 2903.21, 2903.22, 2909.06, 2909.07 or 2917.21(A)(3) to (5) or applicable sections of the General Offenses Code by reason of the race, color, religion, ~~or~~ national origin, **sex, gender identity or expression, or sexual orientation** of another person or group of persons.

(b) **In a prosecution under this section, the offenders' motive, reason or purpose may be shown by the offender's temporally related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.**

(c) Whoever violates this section is guilty of ~~ethnic~~-intimidation. ~~Ethnic~~ ~~I~~-Intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ~~ethnic~~-intimidation.

**(d) This section does not apply if the facts alleged in the complaint would constitute a felony under Section 2927.12 of the Ohio Revised Code. (e) The Police Department shall keep and maintain records of reported violations of this section and reported incidents the motive of which is victim's race, color, religion, national origin, sex, gender identity or expression, or sexual orientation.**

SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO: 19-61  
REQUESTED BY: MAYOR EILEEN PATTON  
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE DEDICATING CERTAIN REAL PROPERTY LOCATED AT 4200 THOMAS LANE (BETWEEN STORY ROAD AND THOMAS LANE) AS A DEDICATED PARK

WHEREAS, Article IV, Section 15 of the City Charter provides that Council may from time to time, dedicate lands owned by City to be used as parks; and

WHEREAS, certain real estate described as situated in the City of Fairview Park, County of Cuyahoga, and the State of Ohio, and known as being part of Original Rockport Township Section 13, and being all of land conveyed to The Fairview Park School District by deeds recorded in Volume 12144, Page 707, and Volume 12144, Page 709, of the Cuyahoga County Records (PPN: 323-10-042) and as further described on Exhibit A attached hereto and made a part hereof, is owned by the City of Fairview Park and is currently not used for any beneficial purposes; and

WHEREAS, the dedication of such land as a city park would benefit the residents of the City of Fairview Park and would make beneficial use of that land.

**NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That real estate described as situated in the City of Fairview Park, County of Cuyahoga, and the State of Ohio, and known as being part of Original Rockport Township Section 13, and being all of land conveyed to The Fairview Park School District by deeds recorded in Volume 12144, Page 707, and Volume 12144, Page 709, of the Cuyahoga County Records (PPN: 323-10-042) and as further described on Exhibit A attached hereto and made a part hereof, is owned by the City of Fairview Park and is currently not used for any beneficial purposes, is hereby ordained as a public recreational area, to be hereinafter referred to as a dedicated park pursuant to Article IV, Section 15 of the Fairview Park City Charter.

SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

## EXHIBIT "A"

Beginning at the intersection of the centerline of Story Road (60 feet wide) with the Corporation Line between the City of Fairview Park and the City of Rocky River, the Easterly line of Original Rockport Section 14, and the Easterly line of The Maynard Isabell Subdivision as shown by plat recorded in Volume 141, Page 25, of Cuyahoga County Map Records and witnessed by a 5/8 inch iron pin in a monument box found 0.12' South;

Thence South  $86^{\circ} 46' 44''$  East, along the centerline of said Story Road, 212.32 feet to the Northerly extension of the Easterly line of land conveyed to Michael Willi by deed recorded as AFN 200801180792 of Cuyahoga County Records (PPN: 323-10-032).

Thence South  $00^{\circ} 46' 44''$  West, along said Northerly extension, 30.03 feet to the Northeasterly corner of Michael Willi, and the Southerly right of way of said Story Road, witnessed by a 5.8 inch iron pin found 0.20 feet North, and the Principal Place of Beginning of the following described parcel:

### Course 1

Thence South  $86^{\circ} 46' 44''$  East, along the Southerly right of way of said Story Road, 62.05 feet to the Northwesterly corner of land conveyed to Ronald R. and Mary A. Benko by deed recorded as AFN 201210250550 of Cuyahoga County Records (PPN: 323-10-033) and witnessed by a 5/8 inch iron pin found 0.05' North and 0.09' West;

### Course 2

Thence South  $00^{\circ} 46' 44''$  West, along the Westerly line of said Ronald R. and Mary A. Benko, and parallel to the Westerly line of the H.D. Coffinberry Estate Subdivision No. 2 recorded in Volume 136, Page 30, of Cuyahoga County Map Records, 200.00 feet to a 5/8 inch iron pin (Id: Polaris) set at the Southwesterly corner thereof, the same being in the Northerly line of land conveyed to the Fairview Park Village School District by deed recorded in Volume 6864 Page 388, of Cuyahoga County Records (PPN 323-10-024);

### Course 3

Thence North  $86^{\circ} 46' 44''$  West, parallel to the centerline of said Story Road, and along the Northerly line of the Fairview Park Village School District, 62.05 feet to the Southeasterly corner of said Michael Willi;

### Course 4

Thence North  $00^{\circ} 46' 44''$  East, along the Easterly line of said Michael Willi, 200.00 feet to the Principal Place of Beginning and containing 0.2846 acres of land per survey performed in April, 2015, by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, subject to all legal highways and easements of record. The bearings used herein are based on the Ohio Coordinate System of 1983, North Zone, 1986 adjustment, and all iron pins set are 5/8 inch diameter by 30 inch long rebar with identification caps stamped "Polaris S-7087". The intent of this instrument is to provide a correct legal description for PPN 323-10-042.

PPN: 323-10-042 VIL Story Road  
Fairview Park, Ohio 44126  
Prior Instrument Reference: Instrument No. 201506160467

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-62  
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD GRANNIS PARK AND THOMAS LANE PARK

WHEREAS, the Council of the City of Fairview Park has learned that the tract of land known as Grannis Park is not a dedicated municipal park; and

WHEREAS, Fairview Park Codified Ordinances Chapter 921 details the parks located throughout the City of Fairview Park; and

WHEREAS, the provision of parks and recreational facilities is an appropriate exercise of the powers of local government; and

WHEREAS, the dedication of lands within the city as municipal parks requires the city to improve, protect and preserve their tracts of land;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. Chapter 921, "Parks" is amended as follows:

**921.08 GRANNIS PARK**

**The parcel of land located on the north side of Grannis Road, known as Cuyahoga County Permanent Parcel Numbers: 323-18-025, 323-18-035, 323-18-036, 323-18-037, 323-18-038, 323-18-039, and 323-18-040, shall be dedicated and designated as Grannis Park.**

**921.09 THOMAS LANE PARK**

**The parcel of land located on the north side of Thomas Lane, known as Cuyahoga County Permanent Parcel Number: 323-10-042, shall be designated as Thomas Lane Park.**

SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-63  
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AMENDING SECTION 927.05(a)(2) OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD THOMAS LANE PARK

WHEREAS, Fairview Park Codified Ordinance Section 927.05 prohibits registered sexual offenders or any person convicted of an offense of violence from entering or remaining in any park facility; and,

WHEREAS, Fairview Park Codified Ordinance Section 927.05 needs to be amended to add Thomas Lane Park as a city park listed.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. SECTION 1. Section 927.05 (a)(2), “Persons Prohibited in Playgrounds, Parks and Recreation Facilities,” of the Codified Ordinances of the City of Fairview Park,” is amended as follows:

**927.05 PERSONS PROHIBITED IN PLAYGROUNDS, PARKS AND RECREATION FACILITIES.**

(a) As used in this section:

(1) “Registered Offender” means any person who has been convicted of, is convicted of, has pleaded guilty to, or pleads guilty to a sexually oriented offense or a child-victim oriented offense as defined in Section 2950.01 of the Ohio Revised Code and said person has been classified pursuant to the provisions of Chapter 2950 of the Ohio Revised Code as a Tier I, II or III sex offender/child-victim offender and is required to register his or her address with the County Sheriff’s Department.

(2) “Park Facilities” includes all land and buildings owned or controlled by the City and used for park or recreation purposes, including but not limited to the Gemini Center Recreation and Community Center Complex, including athletic fields, Morton Park and Splashground, Bohlken Park, Bain Park, Bain Park Cabin, Nelson Russ Park, Grannis Park, Thomas Lane Park and their playgrounds, ball fields, rest room facilities and pavilions.

(3) “Offenses of Violence” include those defined in Ohio Revised Code Section 2901.01(A)(9).

(4) “Public Body” has the same meaning as found in Ohio Revised Code Section 121.22.

SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-50  
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE ESTABLISHING CHAPTER 704 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK TO CREATE HOUSING PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE AND AFFECTED LANDLORDS

WHEREAS, the Ordinances stand to be revised in order to create housing protections for victims of domestic violence residing in Fairview Park and landlords owning property in the city, in view of the fact that the General Assembly has failed to create these protections statewide.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That new Chapter 704, titled Lease Protections for Domestic Violence Victims and Landlords, of the Codified Ordinances of the City of Fairview Park, Ohio, shall be enacted to read as follows:

**CHAPTER 704**  
**Lease Protections for Domestic Violence Victims and Landlords**

- 704.01 Definitions; termination of tenancy; prohibitions.
- 704.02 Obligation to change lock.
- 704.03 Confidentiality.
- 704.04 Domestic violence conviction.
- 704.99 Penalty.

704.01. DEFINITIONS; TERMINATION OF TENANCY; PROHIBITIONS.

(a) As used in this section and section 704.02:

(1) “Domestic violence” has the same meaning as in section 3113.31 of the Revised Code.

(2) “Household member” means an individual who meets either of the following requirements:

(A) The individual is one of the following and is specifically identified in the lease agreement:

- (i) The tenant’s parent, child, spouse, or person living as a spouse;
- (ii) The parent or child of the tenant’s spouse or former spouse;

(iii) The parent or child of a person living as a spouse of the tenant;

(iv) An individual otherwise related by consanguinity or affinity to the tenant.

(B) The individual is an adult who notified the landlord within fourteen days after entering the tenant's household that the individual is occupying the tenant's housing unit as the individual's usual place of residence.

(b)(1) A tenant may terminate a rental agreement or have the tenant's name removed from the rental agreement as a cotenant if that tenant, or a household member of that tenant, is a victim of domestic violence. To terminate a rental agreement or to remove the tenant's name as a cotenant from the agreement, the tenant shall notify the landlord in writing that the tenant or household member is a victim of domestic violence and shall supply the landlord with any of the following:

(A) A civil protection order issued after a full hearing under section 2903.214 or 3113.31 of the Revised Code or a consent agreement approved under section 3113.31 of the Revised Code;

(B) A temporary protection order or a no-contact order issued under section 2919.26 of the Revised Code, a criminal protection order issued under section 2903.213 of the Revised Code, or a protection order or no-contact order issued under any substantially similar law of another state or a substantially similar municipal ordinance of this state or another state.

(2) A tenant shall give the landlord the written notice this section requires within ninety days after the incident of domestic violence. The tenant and landlord shall terminate the rental agreement, or the landlord shall remove the tenant's name from the rental agreement, by a mutually agreed upon date, not to exceed thirty days after the date the tenant gives the required notice. If the tenant and landlord do not agree on a date to terminate the rental agreement or remove the tenant's name from the agreement, the rental agreement shall terminate or the landlord shall remove the tenant's name from the rental agreement thirty days after the tenant gives the required notice.

(3) At any time within thirty days after a tenant having the tenant's name removed from a rental agreement for which there is at least one cotenant, the landlord may terminate the rental agreement as to any or all cotenants.

(4) A tenant who terminates a rental agreement or removes the tenant's name from a rental agreement is liable for the tenant's share of rent, prorated up to the date of the termination of the rental agreement or the removal of the tenant's name from the rental agreement.

(5) Except as otherwise provided in section 5321.16 of the Revised Code, if a tenant terminates a rental agreement or removes the tenant's name from a rental agreement as provided in this section, the landlord is entitled to retain the tenant's share of any security deposit.

(c) In response to a request to terminate a rental agreement or remove the tenant's name from a rental agreement pursuant to subsection (b) of this section, a landlord may offer the tenant an opportunity to rent another unit at the location that is sufficiently distant from the tenant's current unit. Whether to accept that offer is at the tenant's discretion.

(d) No landlord shall knowingly terminate a tenancy because of the status of a tenant or household member as a victim of domestic violence or the offense of menacing by stalking, because the tenant or a household member requested emergency services as such a victim, or because the tenant previously terminated a rental agreement in accordance with this section.

(e) A landlord does not incur any additional duty of care for a tenant the landlord accommodates pursuant to this section and section 704.02, and the landlord gains no new or additional liability for any third party act that occurs after an accommodation the landlord makes pursuant to those sections.

(f) A tenant who is a victim of domestic violence may make a request to terminate a rental agreement pursuant to subsection (b) of this section only if the tenant has not made more than one other request to terminate a rental agreement pursuant to subsection (b) of this section during the previous five years.

#### 704.02. OBLIGATION TO CHANGE LOCK.

(a) A landlord of a tenant who is a victim of domestic violence or the offense of menacing by stalking shall change the lock to the dwelling unit where the tenant resides upon receipt of a written request from the tenant and a copy of a court order or protection order that orders the respondent or defendant named in the order to stay away from the tenant. Within forty-eight hours after receiving the notice and a copy of the order, the landlord shall change the lock and shall make a good faith effort to provide a key to the new lock to the tenant and any remaining cotenant not later than twenty-four hours after the landlord changes the lock. The tenant shall reimburse the landlord for the actual expense the landlord incurs in changing the lock. If the landlord fails to change the lock within the forty-eight-hour time period as this section requires, the tenant may change the lock without the landlord's permission. If the tenant changes the lock, the tenant shall do so in a competent and workmanlike manner with locks of similar or better quality than the original lock and shall make a good faith offer to provide a key to the landlord and any remaining cotenant not later than twenty-four hours after the tenant changes the lock. If within thirty days after

the landlord changes the lock the tenant does not reimburse the landlord for the expenses the landlord incurs in changing the locks, the landlord may deduct that amount from the security deposit or assess that amount as a charge to the tenant.

(b)(1) A landlord who receives a request and copy of an order under this section shall not, by any act, provide the respondent who is named in the order and who is a tenant of the dwelling unit access to the dwelling unit for which the landlord or tenant has changed the locks unless the order allows the respondent to return to the dwelling unit to retrieve the respondent's personal possessions and the respondent is accompanied by a law enforcement escort.

(2) A respondent who is a tenant of the dwelling unit remains liable under the rental agreement for rent or any damage to the dwelling unit as provided in the rental agreement, unless the respondent can demonstrate that the tenant who changed the lock or had the lock changed intentionally damaged the dwelling unit.

(c) A landlord who changes a lock to a dwelling unit in accordance with this section is not liable for excluding from the dwelling unit a respondent named in an order the landlord receives from a tenant under this section or for loss of use or damage to the respondent's personal property while that property is in the dwelling unit after the lock has been changed.

#### 704.03. CONFIDENTIALITY.

(a) Except to the extent that a landlord reasonably believes it is necessary to share information for the safety of any tenant or any other person, any information a landlord receives from a tenant under section 704.01 or 704.02 is confidential. A landlord shall not share any confidential information with any other past, current, or prospective landlord, and a landlord shall not share any information with respect to a tenant's status as a victim of domestic violence or the offense of menacing by stalking with any other past, current, or prospective landlord. If the tenant shares any information that the tenant provides to a landlord under this section, that sharing does not waive the confidentiality of the information or the nature of the privileged communication.

(b) A landlord is not liable for any good faith violation of the confidentiality requirement this section establishes.

#### 704.04. DOMESTIC VIOLENCE CONVICTION.

If a tenant has been convicted of or pleaded guilty to a violation of section 2919.25 of the Revised Code or substantially similar municipal ordinance while the tenant was subject to the rental agreement, the landlord may terminate the tenant's rental agreement or may remove the tenant's name from a rental agreement and may retain the tenant's share of any security deposit.

704.99 PENALTY.

Any person who violates subsection (d) of Section 704.01 or who fails to abide by the provisions of subsection (a) of Section 704.02 is guilty of a minor misdemeanor."

SECTION 2. That the provisions of this Ordinance shall apply to rental agreements entered into or renewed on or after the effective date of this Ordinance.

SECTION 3. That all former Ordinances or parts herein conflicting or inconsistent with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 4. . It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety and welfare; and provided it received an affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 10.21.19  
2<sup>nd</sup> reading: 11.04.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-44  
REQUESTED BY: CITY COUNCIL  
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRVIEW PARK THE PROPOSAL TO AMEND ARTICLE VII, SECTION 4. BOARD OF CONTROL OF THE CHARTER OF THE CITY OF FAIRVIEW PARK TO PROVIDE THAT ADD ALL MEMBERS OF COUNCIL BECOME MEMBERS OF THE BOARD OF CONTROL AND DECLARING AN EMERGENCY

WHEREAS, per Article XII of the Charter of the City of Fairview Park, Ohio (“Charter”), the Charter may be amended by Council, by the affirmative vote of at least a majority plus one of its members and submitted to the electors in accordance with the provisions of the Constitution and laws of Ohio; and

WHEREAS, the current Charter provides that the Mayor, a member of Council eligible to vote selected by the Council, and the directors of the several departments, established either by this Charter or by ordinance, shall constitute a Board of Control; and

WHEREAS, the City of Fairview Park wishes to ensure that elected officials will constitute a majority of the members of the Board of Control and have the opportunity to participate in decisions of the Board to conduct business in a manner that is as transparent as possible and that is best represents of the will of the citizenry.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. It shall be proposed to the electors of the City of Fairview Park to amend the Charter of the City of Fairview Park to repeal Article VII, Section 4. BOARD OF CONTROL.

SECTION 2. That the proposed amendment to Article VII, Section 4 read as follows:

ARTICLE VII  
BOARDS AND COMMISSIONS

**SECTION 4. BOARD OF CONTROL**

The Mayor, ~~a member~~ **all members** of Council eligible to vote ~~selected by the Council,~~ and the directors of the several departments, established either by this Charter or by ordinance, shall constitute a Board of Control. The Mayor shall be ex-officio president and shall appoint a secretary. The Board shall keep a journal of its proceedings. The voting shall be taken by yeas and nays and entered in the journal, and the vote of a majority of all of the members of the Board shall be necessary to adopt any question, motion, or order. All meetings of the Board shall be open to the public. The maximum amount of any contract which shall be entered into without the prior approval of the Board of Control shall not exceed the limitations set by State law. The Board shall have such further powers and perform such further duties as shall be prescribed by ordinance. (Amended 11-4-69.)

SECTION 3. That this amendment to the Charter of the City of Fairview Park shall be submitted to the electors pursuant to Articles XII and XIV of the Charter of the City of Fairview Park and in accordance with all other laws.

SECTION 4. That the forgoing proposed amendment to the Charter of the City of Fairview Park, on receiving at least a majority of the votes cast at the November 5, 2019 General Election, shall become effective immediately upon passage.

SECTION 5. That the Clerk of Council is authorized to promptly forward a certified copy of this Ordinance to the Cuyahoga County Board of Elections so that the Board of Elections shall cause an appropriate notice to be given of the election to be held on November 5, 2019 of the foregoing amendment to the Charter of the City of Fairview Park and otherwise to provide for the election in the manner provided by the general laws of the State of Ohio.

SECTION 6. That the Clerk of Council shall cause the full text of the proposed amendment to the Charter to be published once a week for two (2) consecutive weeks in a newspaper published in the City of Fairview Park, with the first publication being made at least fifteen (15) days prior to the General Election to be held November 5, 2019 as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio, and Section 731.211 of the Ohio Revised Code.

SECTION 7. Spaces shall be provided on the ballot where the electors of the City of Fairview Park can indicate a “yes” or a “no” to the question submitted and that the ballot submitting the question of the adoption of the amendment shall read as follows:

**PROPOSED CHARTER AMENDMENT  
CITY OF FAIRVIEW PARK**

A majority affirmative vote is necessary for passage

“Shall Article VII, Section 4. BOARD OF CONTROL of the Charter of the City of Fairview Park be amended to add all members of Council as members of the Board of Control?”

SECTION 8. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 9. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and so that this amendment can be place on the ballot at General Election of November 5, 2019; and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 08.12.19  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDNANCE NO. 19-65  
REQUESTED BY: MAYOR EILEEN ANN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY, OHIO IN ORDER TO IMPLEMENT HEALTHCARE INSURANCE COVERAGE FOR ELIGIBLE EMPLOYEES OF THE CITY OF FAIRVIEW PARK FOR YEARS 2020-2022 AND DECLARING AN EMERGENCY

WHEREAS, Summit County has determined that political subdivisions may participate in its Benefits Regionalization Program, thereby offering healthcare insurance coverage to their employees; and

WHEREAS, the County has further determined that a political subdivision's participation in the Benefits Regionalization Program shall be operated on a cost-neutral basis to the County, and consequently, the participating political subdivision must execute a Political Subdivision Participation Agreement to pay the fees and costs set forth in the Political Subdivision Participation Agreement; and

WHEREAS, it is in the best interests of the City of Fairview Park to execute a Political Subdivision Participation Agreement with Summit County to provide healthcare insurance for eligible employees of the City of Fairview Park.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. The Mayor is hereby authorized to execute a Political Subdivision Participation Agreement with Summit County, Ohio in order to provide healthcare insurance coverage for eligible employees of the City of Fairview Park for the years of 2020-2022, effective January 1, 2020.

SECTION 2. The Political Subdivision Participation Agreement shall be as generally set out in Exhibit "A," which will be on file with the Director of Finance and made a part hereof, subject to approval by the Director of Law.

SECTION 3. This Council authorizes the Director of Finance to pay monthly invoices for the insurance coverage obtained through the Political Subdivision Participation Agreement, including any additional costs and fees, upon presentation of invoices therefore.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the provision of health insurance for employees for the years 2020-2022, provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

**COUNTY OF SUMMIT, OHIO  
REGIONALIZATION PROGRAM**

**POLITICAL SUBDIVISION PARTICIPATION AGREEMENT**

**THIS POLITICAL SUBDIVISION PARTICIPATION AGREEMENT** is between made as of the last date of signature below between The County of Summit, Ohio (the "County"), with its principal place of business at Ohio Building, 8<sup>th</sup> Floor, 175 S Main St., Akron, Ohio 44308, by its Executive, duly authorized by County Council Resolution Nos. 2009-472 and 2015-423 and the Political Subdivision referenced in Exhibit B.

**WITNESSETH:**

WHEREAS, the County sponsors several health insurance, prescription drug, dental, vision, life and worksite programs, including an Employee Assistance Program ("EAP"), which it has determined should be made available to employees of Political Subdivisions in Ohio; and

WHEREAS, the County has further determined that a "Regionalization Program" shall be created in which Political Subdivisions in Ohio may participate in order to further this purpose; and

WHEREAS, the County has further determined that a Political Subdivision's participation in the Regionalization Program shall be operated on a cost-neutral basis to the County and that accordingly, the participating Political Subdivision shall pay the rates, fees and costs as set forth in this Political Subdivision Participation Agreement; and

WHEREAS, in order to participate in the Regionalization Program, a Political Subdivision must execute this Political Subdivision Participation Agreement and be bound by its terms and conditions and by the terms and conditions of the County's Summary Plan Document, the County's contract with its Claims Administrator and the County's contract with its Stop Loss Insurance Provider;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. Definitions.

1.1 In addition to words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.1 shall have the meanings ascribed to them in Section 1.1, unless the context or use clearly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

As used in this Agreement:

(a) "Administrative Fee" means the fee charged by the County to a Political Subdivision for administration of the Regionalization Program. The Administrative Fee will be set by the County for any self-funded Political Subdivision based upon the services selected.

(b) "Agreement" means this Political Subdivision Participation Agreement.

(c) "Claims Administrator" means the vendor selected by the County, which is fully-funded, to provide administrative services only related to the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Claims Administrator, the terms and conditions of the contract between the County and its Claims Administrator shall prevail.

(d) "County" means the County of Summit, Ohio.

(e) "County-sponsored plans" means the health insurance and prescription drug programs sponsored by the County and offered to County employees.

(f) "Effective Date" means the entry date of the Political Subdivision into the Regionalization Program, on which date the employees of the Political Subdivision shall be entitled to participate in the County-sponsored plans. This date may or may not coincide with the County's effective date of coverage (January 1<sup>st</sup>), but will always renew at the County's effective date of coverage (January 1<sup>st</sup>).

(g) "Fully-funded equivalent rate" means the annual rate charged by the County to a fully-funded Political Subdivision for the County-sponsored programs that is equivalent to the rate that would be paid by the Political Subdivision as if it were self-funded and includes the Administrative Fee.

(h) "Fully-funded Political Subdivision" means a Political Subdivision that fully insures its employees for health care.

(i) "Political Subdivision" means any entity located in the State of Ohio that is authorized by the Ohio Revised Code to offer health insurance programs to its employees and to execute an inter-governmental agreement. The County retains sole determination as to whether a Political Subdivision will qualify for entry into the Regionalization Program.

(j) “Regionalization Program” means the County’s program that permits employees of Political Subdivisions in the State of Ohio to participate in County-sponsored programs.

(k) “Risk Surcharge” means a fee charged by the County to a Political Subdivision based upon its risk profile up to a maximum of 15% of the fully-funded equivalent regionalization rate.

(l) “Self-funded Political Subdivision” means a Political Subdivision that is self-funded with regard to employee health insurance, regardless of the number of employees.

(m) “Stop Loss Insurance Provider” means the vendor selected by the County, which is fully funded, to provide reinsurance to limit the amount paid by the County for each person’s health care, the individual limit, and the County’s total expenses for the insurance of all employees in the group, the group limit. Participating Political Subdivisions will be covered by this insurance and its individual and group limits. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Stop Loss Insurance Provider, the terms and conditions of the contract between the County and its Stop Loss Insurance Provider shall prevail.

(n) “Summary Plan Document” means the County of Summit’s Employee Health Benefit Plan, which is effective January 1 through December 31 and any successor plan, which will be effective January 1 and thereafter for as long as the plan is in place. The terms and conditions of the Summary Plan Document govern the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(o) “Patient Protection and Affordable Care Act” (“PPACA”) or the “Affordable Care Act” (“ACA”), is a United States federal statute signed into law on March 23, 2010 whose primary goal is to increase coverage and affordability for individuals.

## 2. Plan.

2.1 Plan Offerings. The Political Subdivision acknowledges that whereas the County offers several plan design options within the Regionalization Program, the Political Subdivision may or may not be eligible for one or all of these offerings. The Political Subdivision further acknowledges that the County retains sole discretion and determination as to which plan offerings the Political Subdivision may provide to its employees. The County retains sole discretion as to the offerings within the plan and reserves the right to change the plan offerings at its discretion with written notice of the change(s) to the Political Subdivision. A self-funded Political Subdivision may

determine which County-sponsored plans and benefits it will purchase and offer to its employees.

2.2 Plan Selection. The County authorizes the Political Subdivision to offer its employees the following County-sponsored plan(s): medical

3. Term and Termination.

3.1. Effective Date. Set forth in Exhibit B

3.2. Term. Set forth in Exhibit B

3.3 Change in vendors. The Political Subdivision acknowledges that the County will be required to solicit proposals from time to time for vendors for the County-sponsored programs. The Political Subdivision further acknowledges that if the County changes vendors, the Political Subdivision will be required to finish out the term of the contract with the new vendor.

3.4 Early termination/penalties. The Political Subdivision may terminate this Agreement upon 6 months written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to date set forth in Exhibit B it shall pay the County the following penalties:

- Forfeiture of any accumulated reserves that the County may hold on the Political Subdivision's behalf, if applicable.
- Payment of Incurred But Not Reported ("IBNR") claims, regardless of the date that the claims were incurred.
- Payment of any administrative charges related to processing the IBNR claims.
- Forfeiture of any stop-loss reimbursements, if applicable.
- Any other damages or costs incurred by the County due to the early termination by the Political Subdivision.

3.5 Termination by County. The County may terminate this Agreement and participation by the Political Subdivision in the Regionalization Program immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 5. In the event of termination of this Agreement by the County, the Political Subdivision shall assume any additional liability for claims made by its employees during its participation in the Regionalization Program and in addition, shall be required to pay the County the same penalties as in the event of an early termination pursuant to Section 3.4.

4. Services to be provided by County.

- Initial Underwriting via NFP and approved by the Risk Committee.

- Renewal Development.
- Group Installation provided by NFP and approved by the Risk Committee.
- Access to a 24/7 online enrollment tool with administrative access approved by the County.
- Employee Assistance Program (“EAP”) is optional at an additional cost.
- Wellness Program Funding.
- Telemedicine Services

5. Duties and responsibilities of the Political Subdivision.

The Political Subdivision shall have the following duties and responsibilities:

- Pay the first month’s rates/fees set forth in Section 6 prior to the Effective Date.
- Political Subdivision agrees to pay the County the employer and employee portion of the rates/fees through payroll deductions.
- Pay all rates/fees on an as-billed basis, subject to adjustments and reconciliation by the County on the subsequent month’s invoice.
- Comply with the terms and conditions of the County’s Summary Plan Document and any guidelines issued by the County as the Plan Administrator unless otherwise agreed to.
- Comply with any Federal guidelines applicable to the County-sponsored plans.
- Comply with any eligibility audits undertaken by the County of the Political Subdivision or of its employees.
- Provide any records or reports upon demand as provided in Section 10.
- Limit the offer of benefits only to full-time employees that work at least 30 hours per week. Part-time employees and retirees are not eligible unless otherwise agreed to.
- Comply with the terms and conditions of the County’s contract with its Claims Administrator.
- Comply with the terms and conditions of the County’s contract with its Stop Loss Insurance Provider.
- Any other duties and responsibilities necessary to maintain the Political Subdivision as a member of the Regionalization Program and to comply with the County-sponsored plans.

6. Fees.

6.1 Determination of fees.

6.1.1 Initial Underwriting. Prior to entry into the Regionalization Program, a Political Subdivision is required to go through Initial Underwriting by the County in order to determine whether a Political Subdivision is eligible to enter the Regionalization Program

In the Initial Underwriting, the County has sole discretion as to the

underwriting guidelines used to determine the eligibility of a Political Subdivision. The County has the right to deny entry into the Regionalization Program for any reason.

6.1.2 Annual adjustment of fully-funded equivalent rate. On an annual basis, the County shall set a fully-funded equivalent rate for the following calendar year for the County plan. Annual fully-funded equivalent rate adjustments for the Political Subdivision will be adjusted by the same percentage as the County rates for subsequent years for the term of the agreement. In an annual fully-funded rate adjustment, the County has sole discretion as to the underwriting guidelines used to determine the fully-funded rate for the following calendar year. The County will provide written notice by November 15 of each year to a fully-funded Political Subdivision of the fully-funded equivalent rate for the following calendar year.

6.1.3 Administrative Fees On an annual basis, the County shall set the Administrative Fees (fee) charged to Political Subdivisions that participate in the program. The fee shall encompass all operational costs of running the program and be distributed across all participants on Per Employee Per Month basis. The fee will be incorporated into the Fully Insured Equivalent (FIE) rates charged to Political Subdivisions on a monthly basis. This applies to both Fully Funded and Self-Funded entities that participate in the program. The County retains sole discretion to set the administrative fee.

6.1.4 Risk Surcharge and Stop Loss Insurance

The County may apply a risk surcharge at contract renewal to any group that adversely affects the plan or reserve levels. This surcharge may be applied for lack of adequate reserves, adverse medical conditions or other risks deemed excessive and detrimental to the plan. The surcharge is not to exceed 15% above the Fully Funded Rates. The County retains sole discretion over the surcharge and its use and the County retains the right to non-renew any group at the end of its contract cycle.

The County operates an internal stop loss pool for all groups that participate in the regional program. Specific stop loss levels are applied to each group based on size and stop loss claims within the pool structure are paid by the pool. Claims in excess of the County's retention limits are paid by the designated Stop Loss Provider. Reference Exhibit B for details.

6.2 Rate structure

The County builds and manages the regional healthcare program using monthly rates charged to the Political Subdivisions. These rates are developed with the assistance of the County's Consultants and Actuaries and approved through the County's Internal Risk Committee. Rates can change on an annual basis and are based on the overall performance of the program. A surcharge to the rate structures may only be applied at the contract renewal.

**B.** 6.3 Rates/fees to be paid by the Political Subdivision are set forth in Exhibit

*\*Summit County reserves the right to re-rate if the enrollment increases by more than 10% in a given year.*

The first month's fees shall be paid prior to the Effective Date. Fees shall be paid on a monthly basis within 10 days of the receipt of an invoice from the County.

**All other benefits offered to Summit County employees will be available to this Sub Division at the current rates available.**

6.4 Wellness Fund Political Subdivisions will be entitled to Wellness dollars to be used for employees covered by the plan for reimbursements based on the County's Wellness Guidelines. County of Summit Wellness Guidelines are included as Addendum I (see Exhibit B for further details).

Wellness dollars must be used and submitted for reimburse to the County by October 1 each year. Any unused funds will not carry-over to future years.

7. Eligibility.

7.1 General eligibility. The eligibility of employees of the Political Subdivision to participate in County-sponsored plans shall be governed solely by the Summary Plan Document of the County. All employees of the Political Subdivision must submit dependent verification upon entry to the plan. Only full-time employees of fully-funded Political Subdivisions that work at least 30 hours per week shall be eligible for benefits under the fully-funded equivalent rate through the Regionalization Program. Part-time employees and retirees of fully-funded Political Subdivisions are not eligible unless agreed upon by the County.

7.2. Periodic eligibility audit. The County shall have the right to conduct an audit at periodic intervals of the employees of the Political Subdivision participating in County-sponsored plans to determine their eligibility. The County may demand any information from employees of the Political Subdivision that is necessary to determine their eligibility or the eligibility of their spouses or dependents. The County reserves the right to terminate coverage of employees of the Political Subdivision or their spouses or dependents that are determined to be ineligible and to pursue appropriate civil and/or criminal remedies. The Political Subdivision agrees to cooperate with the County in any such audit and to compel its employees to provide requested information. The County further reserves the right to terminate the coverage of any employee of the Political Subdivision or the employee's spouse or dependent where the employee has refused to provide requested information.

8. Patient Protection and Affordable Care Act (“PPACA”). Any fees or penalties associated with the PPACA assessed to a Political Subdivision that participates in the Regionalization Program will be the financial responsibility of the Political Subdivision.

9. Outside Brokers, Agents and Consultants. The County of Summit will not pay commissions to outside brokers, agents or consultants related to membership in the Regionalization Program or the County-sponsored plans.

10. Reports and Records.

10.1 Maintenance of Records and Reports.

The Political Subdivision must maintain and provide to County upon demand the following records and reports:

10.1.1. Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement, the Regionalization Program and the County-sponsored plans; and

10.1.2 Other records and reports as required by the County to enable the County to comply with local, state and federal statutes and regulations.

10.2 Retention of Records. The Political Subdivision must maintain all records related to this Agreement for three years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

11. Equal Opportunity Employment/Non-Discrimination.

11.1 Equal Opportunity Employer. The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

11.2 Non-Discrimination. The Political Subdivision, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

12. General Terms and Conditions.

12.1 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

12.2 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the County of Summit Court of Common Pleas.

12.3 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

12.4 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

12.5 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

12.6 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

12.7 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

12.8 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth in Exhibit B.

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

12.9 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

12.10 Entire Agreement. This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersede all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(End of text. Execution on the following page.)

The parties hereunto have caused this POLITICAL SUBDIVISION PARTICIPATION AGREEMENT to be executed in triplicate on the last date of signature below.

**Name of  
"POLITICAL SUBDIVISION"**

**COUNTY OF SUMMIT,  
"COUNTY"**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Ilene Shapiro  
Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By: Deborah S. Matz  
Director of Law  
and Risk Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_





INTERNAL STOP LOSS POOL POLICY

**Effective Date**

1/1/2020

**Plan Sponsor:**

County of Summit

**Benefits to be Covered:**

Medical

Prescription Drugs

**Primary Stop Loss Carrier:**

Medical Mutual

**Coverage Period:**

Coverage Period will mirror the Primary Stop Loss Carrier's current stop loss Excess Risk Schedule.

**Stop Loss Corridor:**

The following internal Stop Loss corridor options are indicated as follows<sup>1</sup>:

- 1-50 lives .....\$75,000 to \$499,999
- 51-99 lives .....\$100,000 to \$499,999
- 100-250 lives .....\$125,000 to \$499,999
- 250+ lives .....\$175,000 to \$499,999

**Eligible Claims:**

Eligible claims will mirror the Primary Stop Loss Carrier's contract and provisions and will include any claim paid by the Plan Sponsor for medically necessary and appropriate expenses incurred by an eligible covered member which:

- Have been paid in accordance with the terms of the Plan
- Were incurred and paid during the applicable claims basis
- Are paid under a Covered Benefit shown on the Plan Certificate
- Are not otherwise excluded under this policy

**Exclusions and Limitations:**

The following expenses are not eligible, whether or not such expenses are covered under the Employee Benefit Plan:

- A. Any portion of an expense which the Plan Sponsor is not obligated to pay under the Plan Certificate, or which is reimbursable due to:
  - Another group health benefit program
  - A government or privately supported medical research program
  - Medicare
  - The covered person or covered dependent is covered under, or eligible for the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute
  - Any coordination of benefits or non-duplication of benefits provision
- B. Benefits Paid under the Plan Certificate which are in excess of Usual and Customary charges

<sup>1</sup> Notice: *The corridors are the recommended corridors and may change to align with existing corridors based on NFP/County's evaluation of claims and risk (reviewing existing risk thresholds, pooling points and/or ISL).*

- C. Expenses associated with the administration of the Plan including, but not limited to, PBM fees, claim payment fees, PPO access fees, premium functions, medical review and consultant fees
- D. Expenses paid by the Plan Sponsor or the Claim Administrator relating to any litigation concerning the Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages
- E. Benefits paid for expenses incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury
- F. Expenses which are experimental or investigational
- G. Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared
- H. Expenses paid by the Plan Sponsor due to authorized or approved exceptions to the Plan
- I. Expenses denied by the primary Stop Loss carrier

**Claim Review and Audit:**

All stop loss claims are subject to claim review, audit and eligibility verification through the Primary Stop Loss carrier. If for any reason the audit concludes a member or claim was not eligible for payment, adjustments will be made into the Expense category of the Internal Stop Loss Pool Summary Expense Tracking sheet.

The County requires that all sub-entities adhere to strict eligibility rules that require them to terminate employees from the plan within the allotted time frames. The County reserves the right to audit any large claimants that affect the stop loss program. If through that process it is determined that claims were paid in error, the County reserves the right to recoup payments in error from either the sub-entity or the individual member.

**Benefits Paid:**

Large claim reports will be reviewed by NFP Analytics on a monthly basis. Once a member has breached the initial corridor level, the Internal Stop Loss Pool Eligibility Verification Forms (see Attachment 1) will be sent out by NFP Analytics to confirm member's actively-at-work eligibility status. Once member is deemed eligible, the payable amount will be calculated and tracked into the Internal Stop Loss pool Expense Tracking sheet.

**Reserves:**

Appropriate reserve levels will be established and reviewed by NFP Actuary on an annual basis. Internal Stop Loss Renewal Rates will adjust for under/over funding of the Reserve level to re-coup losses/gains. All funds left over at the end of the plan year will remain in the Internal Reserves. Internal stop loss reserves are non-refundable.

**Lasers:**

- Self-Funded: Entity Risk<sup>2</sup>:** Lasers, as outlined by the Primary Stop Loss carrier, will only be covered up to the Stop Loss Corridor limitations and then funded by the sub-entity via a premium load for the gap period until breach by the Primary Stop Loss carrier deductible
- Fully Insured Equivalent: Pooled Risk-Stop Loss:** Lasers, as outlined by the Primary Stop Loss carrier, will be fully funded up to the gap period by a premium load to the entire internal stop loss pool (*excludes groups that are self-funded*)

**Pool Termination:**

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<sup>2</sup> Please note that regionalized or consortium language may need to be modified to adjust for this Policy stipulation

If for any reason it is decided that the Internal Stop Loss Pool should be dissolved, reserves will be calculated off of current Incurred But Not Reported (IBNR) and will be set aside to continue to pay run-out claims for the below run-out period. IBNR will be calculated by NFP Actuary.

Run-out period: Twelve months

If during the termination, the stop loss pool is running at a deficit, money to cover the runout claims will come out of the hospitalization fund.

**Internal Stop Loss Rate Renewal:**

The internal stop loss renewal will be based on current trend factors, network selection, market conditions, selected corridor, plan designs and group demographics. Any plan changes, network changes or corridor adjustments may impact this and will need to be disclosed prior to finalizing the new rates.

**Term:**

The Internal Stop Loss Policy will remain in effect until made necessary by a material change.

**Definitions:**

- **COB:** Coordination of Benefits (if a member has more than one health plan, "Coordination of Benefits" will allow the plans to work together to determine who pays primary and who pays secondary)
- **Coverage Period:** time period for which the benefits are covered as found on the Primary Stop Loss Carrier's Excess Risk Schedule.
- **Lasers:** This is an additional form of risk to the employer. For large claimants which may be ongoing, the stop loss carrier will alter the Individual Stop Loss (ISL) coverage for certain claimant(s). For instance, if the client's ISL level is \$200,000, an individual with a serious ongoing claim may have their own ISL of \$500,000. The difference between the \$200,000 and \$500,000 may or may not accumulate to the employer's aggregate claim liability, which means they will likely reach or exceed claim liability. Some carriers do not mandate lasers; however, many will consider this upon employer or broker request.
- **Material Change:** The alteration of any part of this document that no longer reflects the terms that the parties originally intended to serve as the basis of this agreement.
- **Medically Necessary:** For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate treatment is one that is determined to meet all of the following criteria:  
1) recommended and provided by a licensed physician, dental or other medical practitioner who is practicing within the scope of their license  
2) generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition  
3) approved by the FDA (if applicable).
- **PBM:** Pharmacy Benefit Manager (aka Rx carrier)
- **Plan:** benefit plan established to provide benefits to eligible members as described in the plan document or Certificate of Coverage. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Internal Stop Loss Pool Effective Date.
- **Stop Loss Corridor:** The amount of eligible claims that will be paid on an eligible member once the initial stop loss deductible has been met to the maximum of the corridor.
- **Excess Risk Schedule:** a schedule of terms conditions and limitations within the current policy year found as outlined by the Primary Stop Loss Carrier.

**Attachment 1: Internal Stop Loss Pool Eligibility Verification Form**

Policy Year: \_\_\_\_\_  
 Sub-Entity: \_\_\_\_\_  
 Employee (EE) Name: \_\_\_\_\_  
 EE Plan Effective Date: \_\_\_\_\_  
 EE Plan: \_\_\_\_\_  
 Actively at Work: Yes  No  (if No, complete below applicable section)  
 Last Date of Work: \_\_\_\_\_  
 Return to Work Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_  
 Retired Date: \_\_\_\_\_  
 FMLA from: \_\_\_\_\_ to \_\_\_\_\_  
 Disability from: \_\_\_\_\_ to \_\_\_\_\_  
 COBRA: Yes  No  if Yes, premium paid to: \_\_\_\_\_  
 Claimant Name: \_\_\_\_\_  
 Claimant Relationship: \_\_\_\_\_  
 Other Insurance<sup>3</sup>: Yes  No  if Yes, what is the Primary Payor Name: \_\_\_\_\_  
 Last COB Request date: \_\_\_\_\_  
 Potential Subrogation: Yes  No  if Yes, please provide any details: \_\_\_\_\_  
 Form Completed by: \_\_\_\_\_  
 Date Completed: \_\_\_\_\_

<sup>3</sup> Confirm with carrier last COB date

## Exhibit B – Rates and Criteria

<b>A</b>	<b>Political Subdivision</b>	<b>City of Fairview Park                  20777 Lorain                  Fairview Park, OH 44126</b>															
<b>B</b>	<b>Term</b>	<b>January 1, 2020 – December 21, 2022</b>															
<b>C</b>	<b>Internal Stop Loss Level</b>	<b>\$100,000</b>															
<b>D</b>	<b>Rates</b>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>HSA</u></th> <th style="text-align: center;"><u>EPO</u></th> </tr> </thead> <tbody> <tr> <td>Single</td> <td style="text-align: right;">\$450.52</td> <td style="text-align: right;">\$581.06</td> </tr> <tr> <td>Employee Spouse</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> <tr> <td>Employee Child(ren)</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> </tbody> </table>		<u>HSA</u>	<u>EPO</u>	Single	\$450.52	\$581.06	Employee Spouse	\$1351.59	\$1743.21	Employee Child(ren)	\$1351.59	\$1743.21	Family	\$1351.59	\$1743.21
	<u>HSA</u>	<u>EPO</u>															
Single	\$450.52	\$581.06															
Employee Spouse	\$1351.59	\$1743.21															
Employee Child(ren)	\$1351.59	\$1743.21															
Family	\$1351.59	\$1743.21															
<b>E</b>	<b>Wellness Dollars</b>	<b>\$1000.00</b>															



# ADDENDUM 1

## Wellness Credit Guidelines

Summit County Executive Ilene Shapiro and her Department of Human Resources, Division of Employee Benefits know how important a robust wellness program is and the numerous benefits it can bring to both employee and employer. Executive Shapiro is now extending those benefits to the regionalized entities through wellness dollars provided by Medical Mutual. Regionalized entities will have access to wellness dollars to be reimbursed for wellness activities provided to their employees covered by the plan based on the County's Wellness Guidelines.

### Entity will need to supply the following to the Department of Human Resources, Division of Employee Benefits:

- This form completed, signed and returned to Division of Employee Benefits
- Entity will need to provide a wellness plan/strategy and budget that includes how allowance will be spent (activities) by June 1<sup>st</sup> of each year they are a participating regionalized entity with the County of Summit. If no budget is submitted, allowances will return to the County.
- An MMO service team member is available to assist you with wellness ideas and programs for your employees.

### Wellness Credit Limitations:

- Wellness credits cannot be rolled over from year to year, no exceptions.
- Unused monies will be forfeited in October of the plan year if no budget, strategy, or reimbursements were submitted.
- Wellness dollars will not be provided up front, they are available as a reimbursement only.
- Vendors need to be paid by regionalized entity directly and will receive reimbursement by Division of Employee Benefits.
- Receipts are required for all reimbursement.
- Reimbursement will be to the regionalized entity, not vendors.

### List of non-qualified expenses:

- Postage
- Copying/printing costs
- Decorations
- T-shirts that do not have an MMO logo
- Giveaways/logo items that do not have an MMO logo
- Payment to an employee to be part of the wellness committee or teach a class (example Yoga)
- Vendor lunches/Vendor parking

**List of some suggested activities:**

- Exercise equipment
- Employee wellness incentives
- Gift cards (in exchange for activities such as taking HRA) – The gift cards must be purchased by the regionalized entity itself and reimbursed once the Division of Employee Benefits receives the receipts. **A letter attesting that the gift cards were used for wellness initiatives is required with regionalized entity official signatures.**
- Screenings – Any MMO preferred vendor's costs outside of claims submission, for example, the Derma Scan unit or the Bone Density unit
- Fitness/Rec center membership
- Company Lunch & Learns

**Instructions for Reimbursement:**

- Regionalized entities should contact the Division of Employee Benefits at the County prior to spending any of the monies to make sure it will be accepted as a qualified expense. If you purchase a non-qualified item and it gets denied, the County will not be held responsible.
- Reimbursement should have receipts attached or other support that provides evidence that the regionalized entity has paid the expense that is to be reimbursed. The Division of Employee Benefits will be the sole determinate of what is considered sufficient support to issue the check.
- Reimbursement requests should be emailed to Keith Clark at [kclark@summitoh.net](mailto:kclark@summitoh.net) and June Carr at [mcarr@summitoh.net](mailto:mcarr@summitoh.net).

**To set up your wellness budget with the Division of Employee Benefits, please provide the following information:**

*Benefit Period:* \_\_\_\_\_  
*Regionalized Entity Name:* \_\_\_\_\_  
*Person Who Will Be Submitting Reimbursement:* \_\_\_\_\_  
*Contact E-Mail Address:* \_\_\_\_\_  
*Make Check Payable To:* \_\_\_\_\_  
*Phone Number:* \_\_\_\_\_  
*Business Name:* \_\_\_\_\_  
*Address of Business:* \_\_\_\_\_  
*County Location:* \_\_\_\_\_  
*Copy of W-9 with Taxpayer I.D #:* \_\_\_\_\_

\_\_\_\_\_  
Regionalized Entity Official's Signature

\_\_\_\_\_  
Date

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-66  
REQUESTED BY: MAYOR EILEEN ANN PATTON  
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE SETTING THE MEMBERSHIP USER FEE SCHEDULE FOR THE FAIRVIEW PARK RECREATION AND COMMUNITY CENTER GEMINI CENTER FOR THE YEAR 2020 AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 927 of the Codified Ordinances of the City of Fairview Park established the creation of the Fairview Park Recreation and Community Center Complex pursuant to Ordinance 07-15 passed on April 2, 2007.

WHEREAS, pursuant to the Joint Agreement dated August 22, 2005, executed by and between the Board of Education of the Fairview Park City School District and the City of Fairview Park, Article VI Titled: Annual Funding of the Operations of the Complex, Section 6.2 Users Fees: “On or before December 1<sup>st</sup> of each year, the Department shall prepare and submit the next Calendar Year’s user fee schedule to City Council for its approval.”

WHEREAS, the user fees for 2020 will remain unchanged.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. MEMBERSHIP DEFINITIONS

- (A) RESIDENTS: are those individuals who live in the City of Fairview Park city limits and will pay the Resident/Employee Rate.
- (B) EMPLOYEES: are those individuals who are actively employed with the City of Fairview Park, Fairview Park Board of Education, or Fairview Park Branch Library and will pay the Resident/Employee Rate.
- (C) ONCE A MEMBER, ALWAYS A MEMBER: are those individuals who are former members of the Gemini Center that have left their resident/employee account in good standing and will pay the Once a Member, Always a Member Rate. Corporate Members are not included.
- (D) CORPORATE: are those individuals who work, but do not reside, in the City of Fairview Park or current employees of Fairview General Hospital and will pay the Corporate Rate.

SECTION 2. MEMBERSHIP USER FEE SCHEDULE

The yearly Membership User Fees for 2020 for each classification of user will be as follows:

(A) Resident/Employee Rate:	
Individual (ages 19-59)	\$120.00
Youth (ages 3-12)	\$60.00

Student (ages 13-18)	\$90.00
College Student (must be full-time status)	\$99.00
Senior (age 60+)	\$85.00
Toddler (ages 2 and under)	Free
Family (up to 6 members)	\$335.00

(B) Once a Member, Always a Member	
These members will pay \$50.00 more than the Resident/Employee Rate.	
Individual (ages 19-59)	\$120.00 Plus \$50.00
Youth (ages 3-12)	\$60.00 Plus \$50.00
Student (ages 13-18)	\$90.00 Plus \$50.00
College Student (must be full-time status)	\$99.00 Plus \$50.00
Senior (age 60+)	\$85.00 Plus \$50.00
Toddler (ages 2 and under)	Free
Family (up to 6 members)	\$335.00 Plus \$50.00
(C) Corporate Rate:	
Individual (ages 19-59)	\$220.00
Youth (ages 3-18)	\$110.00
Senior (age 60+)	\$165.00
Family (4 members)	\$605.00
Family (5 members)	\$660.00
Family (6 members)	\$715.00
(C) Active Military	\$0.00

The individual monthly Membership User Fees for 2020 for each classification of user will be as follows:

(A) Resident/Employee Rate:	\$20.00
(B) Once a Member, Always a Member	\$25.00
(C) Corporate Rate:	\$20.00

### SECTION 3. MEMBERSHIP APPLICATION

Membership Application forms, membership rates, rules and regulations are available at the Fairview Park Recreation and Community Gemini Center.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to establish the membership rates in a timely manner to take effect January 1, 2020, and provided it receives the

affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-67  
REQUESTED BY: MAYOR EILEEN ANN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH TAC COMPUTER, INC. AND DECLARING AN EMERGENCY

WHEREAS, TAC Computer, Inc. has been the sole provider of computer services to the Fairview Park Police Department including: OLEN (Ohio Law Enforcement Network), CAD Records support, TAC MDT (Mobile Data Terminal) support and provides a direct link with the Rocky River Municipal Court for video arraignments; and

WHEREAS, it is in the best interest of the City of Fairview Park Police Department to continue its association with TAC Computer, Inc.; and

WHEREAS, it is necessary to renew the service agreement with TAC Computer, Inc. for services in 2020.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. The Mayor is hereby authorized to enter into a service agreement with TAC Computer, Inc. for 2020 in an amount not to exceed Twenty-three Thousand, One Hundred Thirteen Dollars and thirty-two cents (\$23,113), in such form as is approved by the Director of Law, which shall be paid from the General Fund (100) – Police Department as attached in “Exhibit A.”.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide necessary computer support services for 2020, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrook, Clerk of Council

## FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2019 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Fairview Park Police Department

Fairview Park Police Department  
20777 Lorain Ave.  
Fairview Park, Ohio 44126

Effective 1/01/2019

QTY	Description	ITEMS COVERED	Total
1	CAD/Records System		<b>10,881.36</b>
8	Mobile System Clients		550.80 <b>4,406.40</b>
1	Report to Web		<b>1,530.00</b>
1	OIBRS Interface		<b>76.56</b>
1	Livescan Interface		<b>225.00</b>
<b>Annual Total</b>			<b>\$17,119.32</b>

Please check desired billing frequency:

Monthly     Quarterly     Semi annual     Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer:

By: Thomas W Craven      Date: 9/20/2018      Name \_\_\_\_\_

Customer's P.O. # \_\_\_\_\_      By: \_\_\_\_\_

TAX Exempt. # \_\_\_\_\_      Title: \_\_\_\_\_

## **SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS**

### **ARTICLE 1 - WORK DESCRIPTION**

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

### **ARTICLE 2 - INCLUDED SERVICES**

TAC will furnish software support via telephone and remote diagnostic software.

### **ARTICLE 3 - SERVICE HOURS**

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

### **ARTICLE 4 - LIABILITY**

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one-month cost of this service agreement.

### **ARTICLE 5 - TERM**

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

### **ARTICLE 6 - RATES**

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

### **ARTICLE 7 – SOFTWARE COPYRIGHT**

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.



# Quote

7603 First Place B10  
 Oakwood, Ohio  
 Web: [www.tacomputer.com](http://www.tacomputer.com)  
 Phone: (440-232-2555)  
 Fax: (440-232-3979)  
 Prepared By: Tom Craven

Date	09/25/2019
Quote #	19314
Valid Until	10/25/2019

**Customer**

Fairview Park Police Department  
 Chief Erich Upperman  
 20777 Lorain Av.  
 Fairview Park Ohio 44126

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	TAC Oh1 to BMV interface	1500.00	1500.00
	Annual Support	225.00	
8	TAC E-Cite electronic citation	500.00	4000.00
	Annual Support	600.00	

- Prices are subject to change after 5 days
- Payment will be due after delivery of service
- Please indicate approval of quote via e-mail to process order

<b>TOTAL</b>	5500.00
<b>Annual Support</b>	825.00

If you have any questions about this price quote, please contact  
 Tom Craven [tom@tacomputer.com](mailto:tom@tacomputer.com) (440-232-2555)

**Thank You For Your Business**

**Confidential**

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-68  
ORIGINATED BY: THE FINANCE DEPARTMENT  
REQUESTED BY: MAYOR EILEEN ANN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for the fiscal year 2019.

WHEREAS, Ordinance 19-10 Amended, approved March 5, 2019, needs to be adjusted to reflect budgetary changes.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. To provide for the current expenses and other expenditures of the City of Fairview Park, Ohio for the period commencing January 1, 2019 and ending December 31, 2019 as attached in Exhibit "A."

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the daily operation of municipal departments in 2019 and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

**APPROPRIATIONS 2019**  
(dollars changed in bold)  
**CITY OF FAIRVIEW PARK**

	Temporary Ord #18- 55 (12/1/18)	\$ Adjustment	Annual Ord #19-10A	\$ Adjustment	Supplemental #1 Ord #19-38	\$ Adjustment	Supplemental #2 Ord #19-68
<b><u>GENERAL FUND</u></b>							
<b><u>1110 SECURITY OF PERSONS AND PROPERTY</u></b>							
PERSONNEL SUBTOTAL	\$735,640.58	\$2,348,377.63	<b>\$3,084,018.21</b>		\$3,084,018.21		\$3,084,018.21
OTHER SUBTOTAL	\$41,556.40	\$140,628.47	<b>\$182,184.87</b>		\$182,184.87		\$182,184.87
<b>TOTAL SECURITY PERSONS AND PROPERTY</b>	<b>\$777,196.98</b>	<b>\$2,489,006.10</b>	<b>\$3,266,203.08</b>	<b>\$0.00</b>	<b>\$3,266,203.08</b>	<b>\$0.00</b>	<b>\$3,266,203.08</b>
<b><u>1130 FIRE PREVENTION AND CONTROL</u></b>							
PERSONNEL SUBTOTAL	\$539,072.06	\$1,563,610.42	<b>\$2,102,682.48</b>		\$2,102,682.48		\$2,102,682.48
OTHER SUBTOTAL	\$12,461.57	\$47,512.45	<b>\$59,974.02</b>	<b>\$3,776.44</b>	<b>\$63,750.46</b>		\$63,750.46
<b>TOTAL FIRE PREVENTION AND CONTROL</b>	<b>\$551,533.63</b>	<b>\$1,611,122.87</b>	<b>\$2,162,656.50</b>	<b>\$3,776.44</b>	<b>\$2,166,432.94</b>	<b>\$0.00</b>	<b>\$2,166,432.94</b>
<b><u>1140 FIRE PROTECTION REGIONAL EMS</u></b>							
<b>TOTAL FIRE PROTECTION REGIONAL EMS</b>	<b>\$32,880.51</b>	<b>\$143,219.49</b>	<b>\$176,100.00</b>		\$176,100.00	<b>(\$47,900.00)</b>	<b>\$128,200.00</b>
<b><u>2200 PUBLIC HEALTH</u></b>							
<b>TOTAL PUBLIC HEALTH</b>	<b>\$368.75</b>	<b>\$1,131.25</b>	<b>\$1,500.00</b>		\$1,500.00		\$1,500.00
<b><u>3420 BAIN PARK CABIN</u></b>							
<b>TOTAL BAIN PARK CABIN</b>	<b>\$5,068.78</b>	<b>\$14,301.22</b>	<b>\$19,370.00</b>	<b>\$3,000.00</b>	<b>\$22,370.00</b>		\$22,370.00
<b><u>3810 SENIOR LIFE OFFICE</u></b>							
PERSONNEL SUBTOTAL	\$52,559.59	\$249,389.77	<b>\$301,949.36</b>		\$301,949.36	<b>\$19,000.00</b>	<b>\$320,949.36</b>
OTHER SUBTOTAL	\$9,841.67	\$26,382.37	<b>\$36,224.04</b>		\$36,224.04	<b>\$2,100.00</b>	<b>\$38,324.04</b>
<b>TOTAL SENIOR LIFE OFFICE</b>	<b>\$62,401.26</b>	<b>\$275,772.14</b>	<b>\$338,173.40</b>	<b>\$0.00</b>	<b>\$338,173.40</b>	<b>\$21,100.00</b>	<b>\$359,273.40</b>
<b><u>4410 PARKS AND PROPERTY MAINTENANCE</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$41.75	<b>(\$41.75)</b>	<b>\$0.00</b>		\$0.00		\$0.00
<b>TOTAL PARKS AND PROPERTY MAINTENANCE</b>	<b>\$41.75</b>	<b>(\$41.75)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b><u>4510 PLANNING &amp; DESIGN COMMISSION</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$890.66	\$2,159.34	<b>\$3,050.00</b>		\$3,050.00		\$3,050.00

<b>TOTAL PLANNING COMMISSION</b>	\$890.66	\$2,159.34	<b>\$3,050.00</b>	\$0.00	\$3,050.00	\$0.00	\$3,050.00
<b>4520 BUILDING STANDARDS</b>							
PERSONNEL SUBTOTAL	\$90,355.43	\$284,527.76	<b>\$374,883.19</b>		\$374,883.19	<b>(\$8,000.00)</b>	<b>\$366,883.19</b>
OTHER SUBTOTAL	\$3,392.58	\$9,565.35	<b>\$12,957.93</b>		\$12,957.93		\$12,957.93
<b>TOTAL BUILDING STANDARDS</b>	\$93,748.01	\$294,093.11	<b>\$387,841.12</b>	\$0.00	\$387,841.12	<b>(\$8,000.00)</b>	<b>\$379,841.12</b>
<b>4530 BOARD OF APPEALS</b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$314.24	\$835.76	<b>\$1,150.00</b>		\$1,150.00		\$1,150.00
<b>TOTAL BOARD OF APPEALS</b>	\$314.24	\$835.76	<b>\$1,150.00</b>	\$0.00	\$1,150.00	\$0.00	\$1,150.00
<b>5550 RECYCLING &amp; SOLID WASTE DISPOSAL</b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$50,578.00	\$239,422.00	<b>\$290,000.00</b>		\$290,000.00	<b>\$16,000.00</b>	<b>\$306,000.00</b>
<b>TOTAL REFUSE COLLECTION AND DISPOSAL</b>	\$50,578.00	\$239,422.00	<b>\$290,000.00</b>	\$0.00	\$290,000.00	<b>\$16,000.00</b>	<b>\$306,000.00</b>
<b>6120 TRAFFIC SAFETY</b>							
PERSONNEL SUBTOTAL	\$45,565.66	\$136,879.64	<b>\$182,445.30</b>		\$182,445.30	<b>\$700.00</b>	<b>\$183,145.30</b>
OTHER SUBTOTAL	\$15,197.83	\$66,174.45	<b>\$81,372.28</b>		\$81,372.28	<b>(\$36,000.00)</b>	<b>\$45,372.28</b>
<b>TOTAL TRAFFIC SAFETY</b>	\$60,763.49	\$203,054.09	<b>\$263,817.58</b>	\$0.00	\$263,817.58	<b>(\$35,300.00)</b>	<b>\$228,517.58</b>
<b>6800 MOTOR VEHICLE MAINTENANCE</b>							
PERSONNEL SUBTOTAL	\$45,221.58	\$126,869.25	<b>\$172,090.83</b>		\$172,090.83		\$172,090.83
OTHER SUBTOTAL	\$62,019.75	\$180,690.66	<b>\$242,710.41</b>		\$242,710.41	<b>\$23,200.00</b>	<b>\$265,910.41</b>
<b>TOTAL MOTOR VEHICLE MAINTENANCE</b>	\$107,241.33	\$307,559.91	<b>\$414,801.24</b>	\$0.00	\$414,801.24	<b>\$23,200.00</b>	<b>\$438,001.24</b>
<b>7710 MAYOR'S OFFICE</b>							
PERSONNEL SUBTOTAL	\$47,698.01	\$142,959.35	<b>\$190,657.36</b>		\$190,657.36	<b>\$2,250.00</b>	<b>\$192,907.36</b>
OTHER SUBTOTAL	\$3,684.75	\$10,623.25	<b>\$14,308.00</b>		\$14,308.00	<b>(\$2,250.00)</b>	<b>\$12,058.00</b>
<b>TOTAL MAYOR'S OFFICE</b>	\$51,382.76	\$153,582.60	<b>\$204,965.36</b>	\$0.00	\$204,965.36	\$0.00	\$204,965.36
<b>7711 SERVICE &amp; DEVELOPMENT DIRECTOR'S</b>							
PERSONNEL SUBTOTAL	\$101,663.11	\$380,585.70	<b>\$482,248.81</b>		\$482,248.81		\$482,248.81
OTHER SUBTOTAL	\$7,473.83	\$21,185.47	<b>\$28,659.30</b>		\$28,659.30		\$28,659.30
<b>TOTAL SERVICE DIRECTOR'S OFFICE</b>	\$109,136.94	\$401,771.17	<b>\$510,908.11</b>	\$0.00	\$510,908.11	\$0.00	\$510,908.11
<b>7720 FINANCE DEPARTMENT</b>							
PERSONNEL SUBTOTAL	\$59,756.73	\$173,451.63	<b>\$233,208.36</b>		\$233,208.36	<b>\$3,300.00</b>	<b>\$236,508.36</b>
OTHER SUBTOTAL	\$62,170.00	<b>(\$28,449.00)</b>	<b>\$33,721.00</b>		\$33,721.00	<b>(\$3,300.00)</b>	<b>\$30,421.00</b>
<b>TOTAL FINANCE DEPARTMENT</b>	\$121,926.73	\$145,002.63	<b>\$266,929.36</b>	\$0.00	\$266,929.36	\$0.00	\$266,929.36

<b><u>7730 LEGAL ADMINISTRATION</u></b>							
PERSONNEL SUBTOTAL	\$37,387.97	\$110,494.67	<b>\$147,882.64</b>		\$147,882.64		\$147,882.64
OTHER SUBTOTAL	\$1,731.25	\$4,291.25	<b>\$6,022.50</b>		\$6,022.50	<b>\$2,500.00</b>	<b>\$8,522.50</b>
<b>TOTAL LEGAL ADMINISTRATION</b>	<b>\$39,119.22</b>	<b>\$114,785.92</b>	<b>\$153,905.14</b>	<b>\$0.00</b>	<b>\$153,905.14</b>	<b>\$2,500.00</b>	<b>\$156,405.14</b>
<b><u>7740 ENGINEER</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$9,960.05	\$29,877.55	<b>\$39,837.60</b>		\$39,837.60		\$39,837.60
<b>TOTAL ENGINEER</b>	<b>\$9,960.05</b>	<b>\$29,877.55</b>	<b>\$39,837.60</b>	<b>\$0.00</b>	<b>\$39,837.60</b>	<b>\$0.00</b>	<b>\$39,837.60</b>
<b><u>7750 MUNICIPAL LANDS AND BUILDING</u></b>							
PERSONNEL SUBTOTAL	\$64,289.05	\$275,041.58	<b>\$339,330.63</b>		\$339,330.63	<b>\$2,250.00</b>	<b>\$341,580.63</b>
OTHER SUBTOTAL	\$58,423.33	\$171,772.90	<b>\$230,196.23</b>		\$230,196.23		\$230,196.23
<b>TOTAL MUNICIPAL LANDS AND BUILDING</b>	<b>\$122,712.38</b>	<b>\$446,814.48</b>	<b>\$569,526.86</b>	<b>\$0.00</b>	<b>\$569,526.86</b>	<b>\$2,250.00</b>	<b>\$571,776.86</b>
<b><u>7760 CIVIL SERVICE</u></b>							
PERSONNEL SUBTOTAL	\$355.10	\$1,065.28	<b>\$1,420.38</b>	<b>\$450.00</b>	<b>\$1,870.38</b>		\$1,870.38
OTHER SUBTOTAL	\$550.00	\$1,263.00	<b>\$1,813.00</b>	<b>\$662.00</b>	<b>\$2,475.00</b>	<b>\$550.00</b>	<b>\$3,025.00</b>
<b>TOTAL CIVIL SERVICE</b>	<b>\$905.10</b>	<b>\$2,328.28</b>	<b>\$3,233.38</b>	<b>\$1,112.00</b>	<b>\$4,345.38</b>	<b>\$550.00</b>	<b>\$4,895.38</b>
<b><u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u></b>							
PERSONNEL SUBTOTAL	\$72,975.47	\$74,615.27	<b>\$147,590.74</b>		\$147,590.74	\$25,350.00	\$172,940.74
OTHER SUBTOTAL	\$43,743.25	\$336,356.75	<b>\$380,100.00</b>		\$380,100.00		\$380,100.00
<b>TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS</b>	<b>\$116,718.72</b>	<b>\$410,972.02</b>	<b>\$527,690.74</b>	<b>\$0.00</b>	<b>\$527,690.74</b>	<b>\$25,350.00</b>	<b>\$553,040.74</b>
<b><u>7780 LEGISLATIVE</u></b>							
PERSONNEL SUBTOTAL	\$46,795.88	\$142,239.01	<b>\$189,034.89</b>		\$189,034.89	<b>\$250.00</b>	<b>\$189,284.89</b>
OTHER SUBTOTAL	\$4,121.11	\$10,546.83	<b>\$14,667.94</b>		\$14,667.94		\$14,667.94
<b>TOTAL LEGISLATIVE</b>	<b>\$50,916.99</b>	<b>\$152,785.84</b>	<b>\$203,702.83</b>	<b>\$0.00</b>	<b>\$203,702.83</b>	<b>\$250.00</b>	<b>\$203,952.83</b>
<b><u>7790 OTHER ADMINISTRATIVE</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$335,567.16	\$770,183.41	<b>\$1,105,750.57</b>		\$1,105,750.57		\$1,105,750.57
<b>TOTAL OTHER ADMINISTRATIVE</b>	<b>\$335,567.16</b>	<b>\$770,183.41</b>	<b>\$1,105,750.57</b>	<b>\$0.00</b>	<b>\$1,105,750.57</b>	<b>\$0.00</b>	<b>\$1,105,750.57</b>
<b>TOTAL GENERAL FUND</b>	<b>\$2,701,373.44</b>	<b>\$8,209,739.43</b>	<b>\$10,911,112.87</b>	<b>\$7,888.44</b>	<b>\$10,919,001.31</b>	<b>\$0.00</b>	<b>\$10,919,001.31</b>
<b><u>101 CONTINGENCY RESERVE FUND</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00

<b>TOTAL CONTINGENCY RESERVE</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>210 STREET CONSTRUC MAINT &amp; REPAIRS</u></b>							
<b><u>6610 STREET MAINTENANCE</u></b>							
PERSONNEL SUBTOTAL	\$175,098.27	\$464,188.13	<b>\$639,286.40</b>		\$639,286.40		\$639,286.40
OTHER SUBTOTAL	\$5,000.00	\$55,000.00	<b>\$60,000.00</b>	<b>\$3,000.00</b>	<b>\$63,000.00</b>		\$63,000.00
<b>TOTAL STREET MAINTENANCE</b>	<b>\$180,098.27</b>	<b>\$519,188.13</b>	<b>\$699,286.40</b>	<b>\$3,000.00</b>	<b>\$702,286.40</b>	\$0.00	\$702,286.40
<b><u>6620 STREET CLEANING</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
<b>TOTAL STREET CLEANING</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL STREET CONSTRUC MAINT RP</b>	<b>\$180,098.27</b>	<b>\$519,188.13</b>	<b>\$699,286.40</b>	<b>\$3,000.00</b>	<b>\$702,286.40</b>	<b>\$0.00</b>	<b>\$702,286.40</b>
<b><u>220 STATE HIGHWAY FUND</u></b>							
<b><u>6610 STREET MAINTENANCE</u></b>							
<b>TOTAL STREET MAINTENANCE</b>	<b>\$40,000.00</b>	<b>\$35,000.00</b>	<b>\$75,000.00</b>		<b>\$75,000.00</b>		<b>\$75,000.00</b>
<b><u>6620 STREET CLEANING</u></b>							
<b>TOTAL STREET CLEANING</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>TOTAL STATE HIGHWAY FUND</b>	<b>\$40,000.00</b>	<b>\$35,000.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>
<b><u>230 RECREATION FUND</u></b>							
PERSONNEL SUBTOTAL	\$389,866.68	\$1,172,017.22	<b>\$1,561,883.90</b>		\$1,561,883.90	<b>(\$28,000.00)</b>	<b>\$1,533,883.90</b>
OTHER SUBTOTAL	\$322,148.58	\$2,233,544.35	<b>\$2,555,692.93</b>	<b>\$65,000.00</b>	<b>\$2,620,692.93</b>	<b>\$28,000.00</b>	<b>\$2,648,692.93</b>
<b>TOTAL RECREATION FUND</b>	<b>\$712,015.26</b>	<b>\$3,405,561.57</b>	<b>\$4,117,576.83</b>	<b>\$65,000.00</b>	<b>\$4,182,576.83</b>	<b>\$0.00</b>	<b>\$4,182,576.83</b>
<b><u>231 RECREATION CONSTRUCTION FUND</u></b>							
<b>TOTAL RECREATION CONSTRUCTION FUND</b>	<b>\$70,083.44</b>	<b>\$1,331,617.82</b>	<b>\$1,401,701.26</b>		<b>\$1,401,701.26</b>		<b>\$1,401,701.26</b>
<b><u>240 POLICE AND FIRE PENSION FUND</u></b>							
PERSONNEL SUBTOTAL	\$251,685.00	\$774,915.00	<b>\$1,026,600.00</b>		\$1,026,600.00		\$1,026,600.00
OTHER SUBTOTAL	\$900.00	\$2,800.00	<b>\$3,700.00</b>		\$3,700.00		\$3,700.00
<b>TOTAL POLICE AND FIRE PENSION FUND</b>	<b>\$252,585.00</b>	<b>\$777,715.00</b>	<b>\$1,030,300.00</b>	<b>\$0.00</b>	<b>\$1,030,300.00</b>	<b>\$0.00</b>	<b>\$1,030,300.00</b>
<b><u>250 STREET LIGHTING FUND</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$73,275.00	\$186,325.00	<b>\$259,600.00</b>		\$259,600.00		\$259,600.00
<b>TOTAL STREET LIGHTING FUND</b>	<b>\$73,275.00</b>	<b>\$186,325.00</b>	<b>\$259,600.00</b>	<b>\$0.00</b>	<b>\$259,600.00</b>	<b>\$0.00</b>	<b>\$259,600.00</b>

<b><u>255 SOLID WASTE FEE</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$190,375.00	\$527,125.00	<b>\$717,500.00</b>		\$717,500.00		\$717,500.00
<b>TOTAL SOLID WASTE FEE FUND</b>	\$190,375.00	\$527,125.00	<b>\$717,500.00</b>	\$0.00	\$717,500.00	\$0.00	\$717,500.00
<b><u>260 PERMANENT IMPROVEMENT FUND</u></b>							
<b>TOTAL PERMANENT IMPROVEMENT FUND</b>	\$400,000.00	\$679,821.81	<b>\$1,079,821.81</b>		\$1,079,821.81		\$1,079,821.81
<b><u>270 FIRE OPERATING LEVY FUND</u></b>							
PERSONNEL SUBTOTAL	\$75,819.45	\$220,050.54	<b>\$295,869.99</b>		\$295,869.99		\$295,869.99
OTHER SUBTOTAL	\$11,653.21	\$23,016.79	<b>\$34,670.00</b>		\$34,670.00		\$34,670.00
<b>TOTAL FIRE OPERATING LEVY FUND</b>	\$87,472.66	\$243,067.33	<b>\$330,539.99</b>	\$0.00	\$330,539.99	\$0.00	\$330,539.99
<b><u>285 FEMA GRANT FUND</u></b>							
<b>TOTAL FEMA GRANT FUND</b>	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
<b><u>290 FEDERAL GRANTS FUND</u></b>							
<b>TOTAL FEDERAL GRANTS FUND</b>	\$60,000.00	\$65,200.00	<b>\$125,200.00</b>		\$125,200.00		\$125,200.00
<b><u>295 STATE GRANT FUND</u></b>							
<b>TOTAL STATE GRANT FUND</b>	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
<b><u>300 BOND RETIREMENT FUND</u></b>							
<b>TOTAL BOND RETIREMENT FUND</b>	\$0.00	\$11,274.50	<b>\$11,274.50</b>	<b>\$500.00</b>	<b>\$11,774.50</b>		\$11,774.50
<b><u>500 WATER REIMBURSEMENT FUND</u></b>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$5,000.00	\$55,000.00	<b>\$60,000.00</b>		\$60,000.00		\$60,000.00
<b>TOTAL WATER REIMBURSEMENT FUND</b>	\$5,000.00	\$55,000.00	<b>\$60,000.00</b>	\$0.00	\$60,000.00	\$0.00	\$60,000.00
<b><u>510 FAIRVIEW PARK SANITARY SEWER FUND</u></b>							
PERSONNEL SUBTOTAL	\$97,165.38	\$279,450.86	<b>\$376,616.24</b>		\$376,616.24		\$376,616.24
OTHER SUBTOTAL	\$1,593,343.79	\$4,259,251.04	<b>\$5,852,594.83</b>		\$5,852,594.83		\$5,852,594.83
<b>TOTAL FAIRVIEW PARK SANITARY SEWER FUND</b>	\$1,690,509.17	\$4,538,701.90	<b>\$6,229,211.07</b>	\$0.00	\$6,229,211.07	\$0.00	\$6,229,211.07
<b><u>550 WATER LINE RECONDITIONING</u></b>							
<b>TOTAL WATER LINE RECONDITIONING FUND</b>	\$235,000.00	\$191,313.46	<b>\$426,313.46</b>		\$426,313.46	<b>\$72,070.77</b>	<b>\$498,384.23</b>

<b>611 SPECIAL HOLD ACCOUNT</b>								
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
OTHER SUBTOTAL	\$40,749.72	\$129,739.32	\$170,489.04	\$20,000.00	\$190,489.04	\$24,732.38	\$215,221.42	
<b>TOTAL SPECIAL HOLD ACCOUNT</b>	\$40,749.72	\$129,739.32	\$170,489.04	\$20,000.00	\$190,489.04	\$24,732.38	\$215,221.42	
<b>700 TRUST &amp; AGENCY FUND</b>								
<b>TOTAL TRUST &amp; AGENCY FUND</b>	\$0.00	\$33,500.00	\$33,500.00		\$33,500.00	(\$8,886.08)	\$24,613.92	
<b>709 REDEVELOPMENT FUND</b>								
<b>TOTAL REDEVELOPMENT FUND</b>	\$50,000.00	\$0.00	\$50,000.00		\$50,000.00		\$50,000.00	
<b>710 SENIOR CENTER CONST FUND</b>								
<b>TOTAL SENIOR CENTER CONST FUND</b>	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
<b>711 BAIN PARK RESTORATION</b>								
<b>TOTAL BAIN PARK RESTORATION</b>	\$4,865.00	\$14,489.00	\$19,354.00		\$19,354.00		\$19,354.00	
<b>713 STATE BLDG ASSESSMENT</b>								
<b>TOTAL STATE BLDG ASSESSMENT</b>	\$1,094.20	\$4,749.37	\$5,843.57		\$5,843.57	(\$937.86)	\$4,905.71	
<b>714 LAW ENFORCEMENT TRUST FUND</b>								
<b>TOTAL LAW ENFORCEMENT TRUST FUND</b>	\$2,862.50	\$5,737.50	\$8,600.00		\$8,600.00		\$8,600.00	
<b>715 D.U.I. EDUCATE FUND</b>								
<b>TOTAL D.U.I. EDUCATE FUND</b>	\$1,500.00	\$6,500.00	\$8,000.00		\$8,000.00		\$8,000.00	
<b>716 P.O.P.A.S. FUND</b>								
PERSONNEL SUBTOTAL	\$20,047.46	\$46,477.54	\$66,525.00		\$66,525.00		\$66,525.00	
OTHER SUBTOTAL	\$1,133.22	\$26,825.78	\$27,959.00		\$27,959.00		\$27,959.00	
<b>TOTAL P.O.P.A.S. FUND</b>	\$21,180.68	\$73,303.32	\$94,484.00	\$0.00	\$94,484.00	\$0.00	\$94,484.00	
<b>731 HEALTH INS RESERVE FUND</b>								
PERSONNEL SUBTOTAL	\$339,077.25	\$1,091,399.75	\$1,430,477.00		\$1,430,477.00	\$9,650.00	\$1,440,127.00	
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
<b>TOTAL HEALTH INS RESERVE FUND</b>	\$339,077.25	\$1,091,399.75	\$1,430,477.00	\$0.00	\$1,430,477.00	\$9,650.00	\$1,440,127.00	
<b>732 EMPLOYEE SECT 125M</b>								
PERSONNEL SUBTOTAL	\$2,830.08	\$12,437.55	\$15,267.63		\$15,267.63		\$15,267.63	

OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL EMPLOYEE SECT 125M</b>	<b>\$2,830.08</b>	<b>\$12,437.55</b>	<b>\$15,267.63</b>	<b>\$0.00</b>	<b>\$15,267.63</b>	<b>\$15,267.63</b>
<b><u>733 RETIREE ACCRUED BENEFITS FUND</u></b>						
PERSONNEL SUBTOTAL	\$0.00	\$100,000.00	<b>\$100,000.00</b>	\$100,000.00	\$100,000.00	\$100,000.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL RETIREE ACCRUED BENEFITS FUND</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>
<b><u>741 CABLE TV FRANCHISE FEE</u></b>						
<b>TOTAL CABLE TV FRANCHISE FEE</b>	<b>\$0.00</b>	<b>\$700,000.00</b>	<b>\$700,000.00</b>	<b>\$700,000.00</b>	<b>\$700,000.00</b>	<b>\$700,000.00</b>
<b><u>750 JUVENILE DIVERSION PROGRAM</u></b>						
PERSONNEL SUBTOTAL	\$441.60	\$1,290.15	<b>\$1,731.75</b>	\$1,731.75	\$1,731.75	\$1,731.75
OTHER SUBTOTAL	\$50.00	\$650.00	<b>\$700.00</b>	\$700.00	\$700.00	\$700.00
<b>TOTAL JUVENILE DIVERSION PROGRAM</b>	<b>\$491.60</b>	<b>\$1,940.15</b>	<b>\$2,431.75</b>	<b>\$0.00</b>	<b>\$2,431.75</b>	<b>\$2,431.75</b>
<b><u>751 DARE FUND</u></b>						
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$813.73	<b>\$813.73</b>	\$813.73	\$813.73	\$813.73
<b>TOTAL DARE FUND</b>	<b>\$0.00</b>	<b>\$813.73</b>	<b>\$813.73</b>	<b>\$0.00</b>	<b>\$813.73</b>	<b>\$813.73</b>
<b><u>752 GRADE DEPOSITS</u></b>						
<b>TOTAL GRADE DEPOSITS</b>	<b>\$2,215.49</b>	<b>\$9,826.34</b>	<b>\$12,041.83</b>	<b>\$12,041.83</b>	<b>\$12,041.83</b>	<b>\$12,041.83</b>
<b><u>753 STREET CLEANING DEPOSITS</u></b>						
<b>TOTAL STREET CLEANING DEPOSITS</b>	<b>\$1,187.50</b>	<b>\$3,562.50</b>	<b>\$4,750.00</b>	<b>\$4,750.00</b>	<b>\$4,750.00</b>	<b>\$4,750.00</b>
<b><u>754 STREET OPENING DEPOSITS</u></b>						
<b>TOTAL STREET OPENING DEPOSITS</b>	<b>\$1,000.00</b>	<b>\$3,000.00</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>
<b><u>757 REZONING-DEPOSITS</u></b>						
<b>TOTAL REZONING-DEPOSITS</b>	<b>\$281.11</b>	<b>\$843.33</b>	<b>\$1,124.44</b>	<b>\$1,124.44</b>	<b>\$1,124.44</b>	<b>\$1,124.44</b>
<b><u>758 ARCHITECT DEPOSITS</u></b>						
<b>TOTAL ARCHITECT DEPOSITS</b>	<b>\$1,625.00</b>	<b>\$490.60</b>	<b>\$2,115.60</b>	<b>\$2,115.60</b>	<b>\$2,115.60</b>	<b>\$2,115.60</b>
<b><u>761 SENIOR LIFE DONATIONS</u></b>						

TOTAL SENIOR LIFE DONATIONS	\$2,500.00	\$5,949.35	<b>\$8,449.35</b>		\$8,449.35		\$8,449.35
<b><u>772 CEMETERY RESTORATION FUND</u></b>							
TOTAL CEMETERY RESTORATION FUND	\$300.00	\$1,225.00	<b>\$1,525.00</b>		\$1,525.00		\$1,525.00
<b><u>781 EMER MEDICAL SERV COLLECTION</u></b>							
PERSONNEL SUBTOTAL	\$83,674.49	\$248,532.67	<b>\$332,207.16</b>		\$332,207.16		\$332,207.16
OTHER SUBTOTAL	\$17,896.67	\$36,218.33	<b>\$54,115.00</b>		\$54,115.00		\$54,115.00
TOTAL EMER MEDICAL SERV COLLECTION	\$101,571.16	\$284,751.00	<b>\$386,322.16</b>	\$0.00	\$386,322.16	\$0.00	\$386,322.16
<b><u>790 SURVEY SAN/STORM SEWER</u></b>							
TOTAL SURVEY SAN/STORM SEWER	\$0.00	\$4,898.91	<b>\$4,898.91</b>		\$4,898.91		\$4,898.91
<b><u>811 CAPITAL PROJECTS FUND</u></b>							
TOTAL CAPITAL PROJECTS FUND	\$398,618.78	\$2,668,140.30	<b>\$3,066,759.08</b>		\$3,066,759.08		\$3,066,759.08
TOTAL ALL FUNDS	\$7,671,737.31	\$25,933,947.97	<b>\$33,605,685.28</b>	<b>\$96,388.44</b>	<b>\$33,702,073.72</b>	<b>\$96,629.21</b>	<b>\$33,798,702.93</b>

**2019 SCHEDULED TRANSFERS TEMPORARY ORDINANCE #18-55**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 187,500.00
		\$ 187,500.00

**2019 SCHEDULED TRANSFERS**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 730,000.00
741	733	\$ 300,000.00
741	231	\$ 250,000.00
741	260	\$ 150,000.00
		\$ 1,430,000.00

**2019 SCHEDULED ADVANCES**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-69  
ORIGINATED BY: THE FINANCE DEPARTMENT  
REQUESTED BY: MAYOR EILEEN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2020 AND ENDING MARCH 31, 2020 AND DECLARING AN EMERGENCY.

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for the first fiscal quarter of 2020; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. To provide for the current expenses and other expenditures of the City of Fairview Park, Ohio, for a period commencing January 1, 2020 and ending March 31, 2020, attached as Exhibit "A."

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the daily operation of municipal departments in 2020, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 11.18.19  
2<sup>nd</sup> reading: 12.02.19  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

**CITY OF FAIRVIEW PARK  
TEMPORARY APPROPRIATIONS 2020**

<b><u>GENERAL FUND</u></b>		
<b><u>1110 SECURITY OF PERSONS AND PROPERTY</u></b>		
PERSONNEL SUBTOTAL	\$	790,279.67
OTHER SUBTOTAL	\$	45,546.22
<b>TOTAL SECURITY PERSONS AND PROPERTY</b>	<b>\$</b>	<b>835,825.88</b>
<b><u>1130 FIRE PREVENTION AND CONTROL</u></b>		
PERSONNEL SUBTOTAL	\$	538,812.39
OTHER SUBTOTAL	\$	15,937.62
<b>TOTAL FIRE PREVENTION AND CONTROL</b>	<b>\$</b>	<b>554,750.00</b>
<b><u>1140 FIRE PROTECTION REGIONAL EMS</u></b>		
<b>TOTAL FIRE PROTECTION REGIONAL EMS</b>	<b>\$</b>	<b>32,050.00</b>
<b><u>2200 PUBLIC HEALTH</u></b>		
<b>TOTAL PUBLIC HEALTH</b>	<b>\$</b>	<b>375.00</b>
<b><u>3420 BAIN PARK CABIN</u></b>		
<b>TOTAL BAIN PARK CABIN</b>	<b>\$</b>	<b>5,592.50</b>
<b><u>3810 SENIOR LIFE OFFICE</u></b>		
PERSONNEL SUBTOTAL	\$	82,243.27
OTHER SUBTOTAL	\$	9,581.01
<b>TOTAL SENIOR LIFE OFFICE</b>	<b>\$</b>	<b>91,824.28</b>
<b><u>4410 PARKS AND PROPERTY MAINTENANCE</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
<b>TOTAL PARKS AND PROPERTY MAINTENANCE</b>	<b>\$</b>	<b>-</b>
<b><u>4510 PLANNING &amp; DESIGN COMMISSION</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	762.50
<b>TOTAL PLANNING COMMISSION</b>	<b>\$</b>	<b>762.50</b>

<b><u>4520 BUILDING STANDARDS</u></b>		
PERSONNEL SUBTOTAL	\$	94,013.82
OTHER SUBTOTAL	\$	3,239.48
<b>TOTAL BUILDING STANDARDS</b>	\$	97,253.29
<b><u>4530 BOARD OF APPEALS</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	287.50
<b>TOTAL BOARD OF APPEALS</b>	\$	287.50
<b><u>5550 RECYCLING &amp; SOLID WASTE DISPOSAL</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	76,500.00
<b>TOTAL REFUSE COLLECTION AND DISPOSAL</b>	\$	76,500.00
<b><u>6120 TRAFFIC SAFETY</u></b>		
PERSONNEL SUBTOTAL	\$	46,930.98
OTHER SUBTOTAL	\$	11,343.07
<b>TOTAL TRAFFIC SAFETY</b>	\$	58,274.06
<b><u>6800 MOTOR VEHICLE MAINTENANCE</u></b>		
PERSONNEL SUBTOTAL	\$	44,098.28
OTHER SUBTOTAL	\$	66,477.60
<b>TOTAL MOTOR VEHICLE MAINTENANCE</b>	\$	110,575.87
<b><u>7710 MAYOR'S OFFICE</u></b>		
PERSONNEL SUBTOTAL	\$	49,432.51
OTHER SUBTOTAL	\$	3,014.50
<b>TOTAL MAYOR'S OFFICE</b>	\$	52,447.01
<b><u>7711 SERVICE &amp; DEVELOPMENT DIRECTOR'S</u></b>		
PERSONNEL SUBTOTAL	\$	123,576.26
OTHER SUBTOTAL	\$	7,164.83
<b>TOTAL SERVICE DIRECTOR'S OFFICE</b>	\$	130,741.08
<b><u>7720 FINANCE DEPARTMENT</u></b>		
PERSONNEL SUBTOTAL	\$	60,605.27
OTHER SUBTOTAL	\$	7,605.25
<b>TOTAL FINANCE DEPARTMENT</b>	\$	68,210.52

<b><u>7730 LEGAL ADMINISTRATION</u></b>		
PERSONNEL SUBTOTAL	\$	37,894.93
OTHER SUBTOTAL	\$	2,130.63
<b>TOTAL LEGAL ADMINISTRATION</b>	\$	40,025.55
<b><u>7740 ENGINEER</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	10,208.39
<b>TOTAL ENGINEER</b>	\$	10,208.39
<b><u>7750 MUNICIPAL LANDS AND BUILDING</u></b>		
PERSONNEL SUBTOTAL	\$	87,530.04
OTHER SUBTOTAL	\$	57,549.06
<b>TOTAL MUNICIPAL LANDS AND BUILDING</b>	\$	145,079.09
<b><u>7760 CIVIL SERVICE</u></b>		
PERSONNEL SUBTOTAL	\$	467.60
OTHER SUBTOTAL	\$	756.25
<b>TOTAL CIVIL SERVICE</b>	\$	1,223.85
<b><u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u></b>		
PERSONNEL SUBTOTAL	\$	43,235.19
OTHER SUBTOTAL	\$	95,025.00
<b>TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS</b>	\$	138,260.19
<b><u>7780 LEGISLATIVE</u></b>		
PERSONNEL SUBTOTAL	\$	48,504.25
OTHER SUBTOTAL	\$	3,666.99
<b>TOTAL LEGISLATIVE</b>	\$	52,171.24
<b><u>7790 OTHER ADMINISTRATIVE</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	276,437.64
<b>TOTAL OTHER ADMINISTRATIVE</b>	\$	276,437.64
<b>TOTAL GENERAL FUND</b>	\$	2,778,875.44

**101 CONTINGENCY RESERVE FUND**

PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
<b>TOTAL CONTINGENCY RESERVE</b>	\$	-
<b><u>210 STREET CONSTRUC MAINT &amp; REPAIRS</u></b>		
<u>6610 STREET MAINTENANCE</u>		
PERSONNEL SUBTOTAL	\$	163,817.14
OTHER SUBTOTAL	\$	15,750.00
TOTAL STREET MAINTENANCE	\$	179,567.14
<u>6620 STREET CLEANING</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
TOTAL STREET CLEANING	\$	-
<b>TOTAL STREET CONSTRUC MAINT RP</b>	\$	179,567.14
<b><u>220 STATE HIGHWAY FUND</u></b>		
<u>6610 STREET MAINTENANCE</u>		
TOTAL STREET MAINTENANCE	\$	18,750.00
<u>6620 STREET CLEANING</u>		
TOTAL STREET CLEANING	\$	-
<b>TOTAL STATE HIGHWAY FUND</b>	\$	18,750.00
<b><u>230 RECREATION FUND</u></b>		
PERSONNEL SUBTOTAL	\$	393,057.75
OTHER SUBTOTAL	\$	662,173.23
<b>TOTAL RECREATION FUND</b>	\$	1,055,230.98
<b><u>231 RECREATION CONSTRUCTION FUND</u></b>		
<b>TOTAL RECREATION CONSTRUCTION FUND</b>	\$	20,000.00
<b><u>240 POLICE AND FIRE PENSION FUND</u></b>		
PERSONNEL SUBTOTAL	\$	263,066.25
OTHER SUBTOTAL	\$	925.00
<b>TOTAL POLICE AND FIRE PENSION FUND</b>	\$	263,991.25
<b><u>250 STREET LIGHTING FUND</u></b>		
PERSONNEL SUBTOTAL	\$	-

OTHER SUBTOTAL	\$	64,900.00
<b>TOTAL STREET LIGHTING FUND</b>	\$	64,900.00
<b><u>255 SOLID WASTE FEE</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	179,375.00
<b>TOTAL SOLID WASTE FEE FUND</b>	\$	179,375.00
<b><u>260 PERMANENT IMPROVEMENT FUND</u></b>		
<b>TOTAL PERMANENT IMPROVEMENT FUND</b>	\$	269,955.45
<b><u>270 FIRE OPERATING LEVY FUND</u></b>		
PERSONNEL SUBTOTAL	\$	75,816.68
OTHER SUBTOTAL	\$	8,667.50
<b>TOTAL FIRE OPERATING LEVY FUND</b>	\$	84,484.18
<b><u>285 FEMA GRANT FUND</u></b>		
<b>TOTAL FEMA GRANT FUND</b>	\$	-
<b><u>290 FEDERAL GRANTS FUND</u></b>		
<b>TOTAL FEDERAL GRANTS FUND</b>	\$	-
<b><u>295 STATE GRANT FUND</u></b>		
<b>TOTAL STATE GRANT FUND</b>	\$	-
<b><u>300 BOND RETIREMENT FUND</u></b>		
<b>TOTAL BOND RETIREMENT FUND</b>	\$	1,287,395.83
<b><u>500 WATER REIMBURSEMENT FUND</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	15,000.00
<b>TOTAL WATER REIMBURSEMENT FUND</b>	\$	15,000.00
<b><u>510 FAIRVIEW PARK SANITARY SEWER FUND</u></b>		
PERSONNEL SUBTOTAL	\$	96,507.91
OTHER SUBTOTAL	\$	600,000.00

<b>TOTAL FAIRVIEW PARK SANITARY SEWER FUND</b>	\$	696,507.90
<b><u>550 WATER LINE RECONDITIONING</u></b>		
<b>TOTAL WATER LINE RECONDITIONING FUND</b>	\$	124,596.06
<b><u>611 SPECIAL HOLD ACCOUNT</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	35,000.00
<b>TOTAL SPECIAL HOLD ACCOUNT</b>	\$	35,000.00
<b><u>700 TRUST &amp; AGENCY FUND</u></b>		
<b>TOTAL TRUST &amp; AGENCY FUND</b>	\$	12,000.00
<b><u>709 REDEVELOPMENT FUND</u></b>		
<b>TOTAL REDEVELOPMENT FUND</b>	\$	-
<b><u>710 SENIOR CENTER CONST FUND</u></b>		
<b>TOTAL SENIOR CENTER CONST FUND</b>	\$	-
<b><u>711 BAIN PARK RESTORATION</u></b>		
<b>TOTAL BAIN PARK RESTORATION</b>	\$	4,838.50
<b><u>713 STATE BLDG ASSESSMENT</u></b>		
<b>TOTAL STATE BLDG ASSESSMENT</b>	\$	1,226.43
<b><u>714 LAW ENFORCEMENT TRUST FUND</u></b>		
<b>TOTAL LAW ENFORCEMENT TRUST FUND</b>	\$	2,150.00
<b><u>715 D.U.I. EDUCATE FUND</u></b>		
<b>TOTAL D.U.I. EDUCATE FUND</b>	\$	2,000.00
<b><u>716 P.O.P.A.S. FUND</u></b>		
PERSONNEL SUBTOTAL	\$	17,047.03
OTHER SUBTOTAL	\$	6,989.75
<b>TOTAL P.O.P.A.S. FUND</b>	\$	24,036.77

<b><u>731 HEALTH INS RESERVE FUND</u></b>		
PERSONNEL SUBTOTAL	\$	375,000.00
OTHER SUBTOTAL	\$	-
<b>TOTAL HEALTH INS RESERVE FUND</b>	\$	375,000.00
<b><u>732 EMPLOYEE SECT 125M</u></b>		
PERSONNEL SUBTOTAL	\$	3,816.91
OTHER SUBTOTAL	\$	-
<b>TOTAL EMPLOYEE SECT 125M</b>	\$	3,816.91
<b><u>733 RETIREE ACCRUED BENEFITS FUND</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
<b>TOTAL RETIREE ACCRUED BENEFITS FUND</b>	\$	-
<b><u>741 CABLE TV FRANCHISE FEE</u></b>		
<b>TOTAL CABLE TV FRANCHISE FEE</b>	\$	-
<b><u>750 JUVENILE DIVERSION PROGRAM</u></b>		
PERSONNEL SUBTOTAL	\$	443.76
OTHER SUBTOTAL	\$	175.00
<b>TOTAL JUVENILE DIVERSION PROGRAM FUND</b>	\$	618.76
<b><u>751 DARE FUND</u></b>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	203.43
<b>TOTAL DARE FUND</b>	\$	203.43
<b><u>752 GRADE DEPOSITS</u></b>		
<b>TOTAL GRADE DEPOSITS</b>	\$	6,448.58
<b><u>753 STREET CLEANING DEPOSITS</u></b>		
<b>TOTAL STREET CLEANING DEPOSITS</b>	\$	4,750.00
<b><u>754 STREET OPENING DEPOSITS</u></b>		
<b>TOTAL STREET OPENING DEPOSITS</b>	\$	4,000.00

**757 REZONING-DEPOSITS**

TOTAL REZONING-DEPOSITS \$ 1,124.44

**758 ARCHITECT DEPOSITS**

TOTAL ARCHITECT DEPOSITS \$ -

**761 SENIOR LIFE DONATIONS**

TOTAL SENIOR LIFE DONATIONS \$ 2,112.34

**772 CEMETERY RESTORATION FUND**

TOTAL CEMETERY RESTORATION FUND \$ -

**781 EMER MEDICAL SERV COLLECTION**

PERSONNEL SUBTOTAL \$ 85,128.08

OTHER SUBTOTAL \$ 13,528.75

TOTAL EMER MEDICAL SERV COLLECTION \$ 98,656.83

**790 SURVEY SAN/STORM SEWER**

TOTAL SURVEY SAN/STORM SEWER \$ -

**811 CAPITAL PROJECTS FUND**

TOTAL CAPITAL PROJECTS FUND \$ 650,000.00

TOTAL ALL FUNDS \$ 8,266,612.23

**2020 SCHEDULED TRANSFERS**

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMOUNT</u></b>
General Fund	Police & Fire Pension	\$ 187,500.00
		\$ 187,500.00

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-70  
REQUESTED BY: MAYOR EILEEN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOUR YEAR CONTRACT WITH MACKAY ENGINEERING AND SURVEYING COMPANY FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has advised City Council that it is desirable and necessary to continue the practice of engaging the services of a professional engineering firm to act as a consulting engineer to the City of Fairview Park (“City”); and

WHEREAS, the firm of Mackay Engineering and Surveying Company has performed said work for the City in the past; and

WHEREAS, the Mayor has recommended to Council that it is in the best interest of the City to enter into a contract with Mackay Engineering and Surveying Company for the years 2020 through 2023.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That the Mayor of the City of Fairview Park, Ohio, be and is authorized to enter into a contract with Mackay Engineering and Surveying Company, for the period commencing January 1, 2020 and ending December 31, 2023, a copy of which is attached hereto as "Exhibit A," with such revisions that may be made by the Director of Law and approved by the Mayor without altering the substance thereof.

SECTION 2. The costs of said contract to be paid out the of General Fund (100), unless it is determined by the Director of Finance that any particular engineering expense is more appropriately paid from another fund or as authorized by further legislation.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this ordinance is duly declared to be an emergency measure, necessary for the immediate preservation of public peace, health, safety and welfare; and for the further reason that it is immediately necessary to employ a civil engineer for the proper supervision of ongoing City improvements; and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 12.02.19  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council

**EXHIBIT "A"**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at Fairview Park, Ohio, by and between the CITY OF FAIRVIEW PARK, OHIO, hereinafter referred to as "CITY" and MACKAY ENGINEERING AND SURVEYING COMPANY, an Ohio Corporation, hereinafter referred to as "MACKAY" pursuant to the provisions of Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_ by the Council of the City of Fairview Park, Ohio.

**WITNESSETH**

NOW, THEREFORE, for the consideration hereinafter stated and the conditions hereinafter specified, said parties agree the said Engineer shall be and he is hereby employed as Engineer for the City for a period beginning on the 1<sup>st</sup> day of January 2020 and ending on the 31<sup>st</sup> day of December 2023.

1. It is mutually agreed between the parties hereto that in consideration of said employment and appointment of Engineer for said City, that Mackay shall furnish the following services to the City:

**(a) General Services – Mackay Shall:**

Either Michael Mackay the principal officer of Mackay, or Kimberly Kerber, or an employee of Mackay designated by either of them shall attend, as requested by the Mayor, such Council meetings, necessary Planning and Design Commission meetings, meetings with representatives of the E.P.A., County Engineer, County Sanitary Engineer, Rocky River Sewer District, North Olmsted Sewer District, Ohio Department of Transportation, and public and private utility companies;

Supervise general engineering matters of the City;

When requested by the Law Director, prepare for and serve as an expert witness where the City is a litigant;

Advise and consult with Council and Officials of the City, reply to correspondence and receive telephone calls from the general public;

Either Michael Mackay or Kimberly Kerber, or an employee of Mackay designated by Michael Mackay will be the contact for the Mayor, Council and other City Officials and such contact will be changed only as requested by the City.

**(b) Specific Services – Mackay Shall:**

Review site plans, review retention basin design and plans, and inspect grades and drainage;

When required perform property, topographic or right-of-way surveys; establish centerlines of streets which are not defined by monuments; review shop or mill drawings;

perform field or laboratory testing of materials; perform tests borings and other subsurface explorations; provide resident engineers, inspectors, and supervisors of construction; provide legal descriptions; provide assessments list and the calculation of assessments; or any engineering or surveying service not described in Paragraph 1(a), 1(c) and 1(d) herein;

Prepare and recommend to both the Mayor and Council a multi-year plan and priority list for the placement, repair and improvement of both storm sewers and streets within the City, as well as alternatives for the financing of these project, with annual updates, when authorized by the Mayor and Council;

**(c) Subdivision of Land – Mackay Shall:**

Review and approve plats and improvements plans of subdivisions within the City and submit written reports of his findings to the Planning and Design Commission and Council;

Supervise construction of subdivision improvements, including sanitary sewers, storm sewers, water mains, culverts, pavements and grading;

When the improvements are completed he shall submit a written report recommending acceptance of the maintenance of the dedicated streets to Council;

**(d) Public Improvements – Plan Preparation - Mackay Shall:**

Prepare all necessary plans, profiles, sections, specifications, bid documents and estimates of cost for public improvements as requested by the Director of Public Service and Development and authorized by the City Council;

**(e) Public Improvements – Construction – Mackay Shall:**

Analyze and tabulate bids received and recommend the lowest and best bidders to Council;

Serve as the representative of the municipality in the execution of the public improvements undertaken by the City;

Certify the correctness of estimates of work performed and materials furnished by contractors;

Provide control stakes for horizontal and vertical control;

Provide supervision and inspection services for the construction;

Prepare assessments and assessment lists for those projects which are assessed;

Furnish the Mayor and Council with monthly progress reports of the construction;

On behalf of the City, execute change orders in the aggregate not to exceed 10% of contract amount to a maximum of \$10,000. Change orders in the aggregate amount above \$10,000 shall be subject to review by the Directors of Law and Finance, and, if necessary, have approval of the Council for funding;

All plans, reports, estimates, statements, related to such projects shall be the property of the municipality and a complete set of “as-built” drawings of the completed improvements

shall be filed with the Director of Public Service and Development upon completion of improvement.

2. The City shall pay Mackay for services rendered by it as follows:

- (a) For service set for in Paragraph 1(a) herein for the year 2020 a retainer of Three thousand three hundred eighty six and 20/100 Dollars (\$3,386.20) per month. For the years 2021, 2022, and 2023 the above referenced retainer shall be increased by the same percentage increases that are received by the City's employees represented by the Unions.
- (b) For Consulting Engineer services, set forth in paragraphs 1(b), 1(c), 1(d), 1(e), Mackay shall be paid at the rate of \$117.50 per hour in the year 2020 for the services of Michael Mackay or Kimberly Kerber. For the years 2021, 2022 and 2023 the above referenced rate shall be increased by the same percentage increases that are received by the City's employees represented by the Unions.
- (c) For the services of Mackay's staff set forth in paragraphs 1(b), 1(c), 1(d), 1(e) payment shall be made according to the following schedule of hourly rates:

<u>Professional</u>	<u>2020</u>
Engineer	\$ 97.61
Surveyor	\$ 66.36
CAD Designer	\$ 76.65
Survey Crew (3 Person)	\$155.40
Survey Crew (2 Person)	\$131.34
Inspector	\$ 58.25
Transportation	\$ 0.00
Outside Services	At Cost

For the years 2021, 2022 and 2023 the above referenced rates shall be increased by the same percentage increases that are received by the City's employees represented by the Unions.

Payments shall be made monthly upon billing by Mackay, setting forth the date and hours spent by its employees, and expenses incurred.

3. Mackay shall not render any engineering services of any kind and description or be employed or otherwise retained to perform such services, whether supervisory or otherwise, for any private or public person, firm or corporation, with respect to any construction, installation, building, improvement, or work to be performed or done by any such private or public person, firm, or corporation within the confines of the City limits, which might require its official approval as City Engineer.

IN WITNESS WHEREOF, the City of Fairview Park, Ohio has caused to be hereunto affixed its name by its Mayor and Michael Mackay, President of Mackay Engineering and Surveying Company, has hereunto affixed his signature, the day and year aforesaid.

In the presence of:

CITY OF FAIRVIEW PARK, OHIO

\_\_\_\_\_

By: \_\_\_\_\_  
Patrick Cooney, Mayor

MACKAY ENGINEERING AND  
SURVEYING COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Mackay, President

Approved as to legal form:

\_\_\_\_\_

Director of Law  
City of Fairview Park

CITY OF FAIRVIEW PARK

RESOLUTION NO. 19-22

REQUESTED BY: SENIOR LIFE DIRECTOR, REGINA SILLASEN

SPONSORED BY: COUNCILMAN WOJNAR

CO-SPONSORED BY: COUNCILMAN MINEK

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WESTERN RESERVE AREA AGENCY ON AGING TO ACCEPT GRANT FUNDS FROM SAID AGENCY FOR THE CITY'S PROGRAMS UNDER THE TITLE III OF THE OLDER AMERICANS ACT OF 1965 (42 USC 35) WHICH PROVIDES FUNDING FOR TRANSPORTATION, NUTRITION AND SUPPORT SERVICES AND PARTIAL FUNDING FOR SUPPLEMENTAL PROGRAMS THEREUNDER FOR 2020 AND DECLARING AN EMERGENCY

WHEREAS, the Western Reserve Area Agency on Aging administers a program of grants from the Federal Government under Title III of the 1965 Older Americans Act (42 USC 35) whereby the City may obtain funds to provide programs for persons 60 years of age or older.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. That the Mayor is hereby authorized to enter into a contract with the Western Reserve Area Agency on Aging which contract will provide partial funding in an amount not to exceed Eighteen Thousand Four Hundred Fifty-nine Dollars (\$18,459), with said funds to be deposited into the Special Hold Fund (611) for the City's Programs under Title III of the 1965 Older Americans Act (42 USC 35) to include transportation, nutrition and support services for 2018.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to timely meet the filing deadline for signing the contract and receiving funds, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 12.02.19  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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Liz L. Westbrooks, Clerk of Council



**Western Reserve**

Area Agency on Aging

**WESTERN RESERVE AREA AGENCY ON AGING**

**CONTRACT**

WITH

**FAIRVIEW PARK SENIOR LIFE OFFICE**

**PROGRAM: OLDER AMERICANS ACT/ SENIOR COMMUNITY SERVICES**

**CONTRACT PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2020**

**CONTRACT AMOUNT: \$18,459.00, Eighteen Thousand Four Hundred Fifty-Nine Dollars**

**PURCHASE OF SERVICE AGREEMENT  
FOR OLDER AMERICANS ACT/SENIOR COMMUNITY SERVICES FUNDS**

THIS AGREEMENT (hereinafter “Contract Agreement” or Agreement”) is entered into by and between the Western Reserve Area Agency on Aging, an Ohio Nonprofit Corporation serving the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, Ohio (Agency), and **Fairview Park Senior Life Office** as the implementing authority (Contractor) for the purpose of providing Older Americans Act/Senior Community Services (OAA) service(s) as described in the Older Americans Act of 1965, as amended, to persons sixty (60) years of age and older within the foregoing counties (“Consumers”).

The Agency and Contractor hereby agree as follows:

**ARTICLE I: SCOPE OF CONTRACT**

- 1.1 The Agency shall enter into agreements with the Contractor to develop and implement a comprehensive and coordinated system of services for consumers and their caregivers. The Agency is ultimately responsible to the Ohio Department of Aging (ODA) for ensuring that all state and federal funds received from ODA are used in a manner that complies with this chapter and the uniform administrative requirements, cost principles and audit requirements for federal awards under 45 C.F.R. Part 75.
- 1.2 The Contractor agrees to provide the OAA service(s) contained on the Contract Services page(s), attached, for a twelve-month period commencing January 1, 2020 through and including December 31, 2020 (“Term”).
- 1.3 The Contractor shall provide such service(s) according to the procedures described in the Contractor’s proposal(s) for Older Americans Act/Senior Community Services (OAA) funds, as amended and approved by the Agency, and said proposal(s) is/are fully incorporated herein. The Contractor is prohibited from assigning any of its duties under the Contract Agreement to another provider or Contractor without the written authorization of the Agency. The Contractor for the Aging and Disability Resource Network shall follow the Roles and Responsibilities in Article II and provide such services as described in the Contractors Contract Service Pages.
- 1.4 The Contractor shall meet the Agency’s specific objectives for giving priority to specific consumer groups (including those described in this section), and shall satisfy the service needs of older persons with the greatest economic and social needs. To the maximum

extent feasible, the Contractor shall give particular attention to providing services to older persons and adults with physical disabilities who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, or who are at risk for institutional placement (frail) in accordance with their need for such services.

- 1.5 The Contractor warrants and covenants that during this Term of this Agreement it will have the capability to and agrees to provide such service(s) as referred to above in accordance with the Ohio Department of Aging (ODA) taxonomy of services and Agency clarifications to said taxonomy of all services. This includes the requirement to comply with the criminal records check under section 173.394 of the Revised Code and Rule 173-9-01 - 10 of the Ohio Administrative Code (OAC).
- 1.6 The Contractor shall comply with applicable Administrative Rules. Those Rules are posted on ODA's website and are part of the Ohio Administrative Code: <https://aging.ohio.gov/Rules>.
- 1.7 Contractors providing Nutrition Services shall comply with the provisions of Article X and the applicable Rules in the Ohio Administrative Code including all documentation, recordkeeping and other requirements of the following Rules:

<u>OAC</u>	<u>Topic / Service</u>
173-4-02	Eligibility
173-4-03	Enrollment process
173-4-05.1	Congregate nutrition program
173-4-05.2	Home-delivered nutrition program
173-4-05.3	Restaurant and grocery meal service
173-4-05	Meal Service
173-4-08	Nutrition education service
173-4-09	Nutrition health screening service

- 1.8 Contractors providing the following services shall comply with the applicable Rules in the Ohio Administrative Code, including all reporting, documentation, recordkeeping and other requirements of the following Rules:

<u>OAC</u>	<u>Service</u>
173-3-06.1	Adult day service
173-3-06.2	Chore service
173-3-06.3	Home maintenance, modification or repair service



- 173-3-06.4 Homemaker service
- 173-3-06.5 Personal care service
- 173-3-06.6 Transportation service

- 1.9 If the service provided is not specified in OAC 173-4-02, 173-4-03, 173-4-04, 173-4-05.1, 173-4-05.2, 173-4-05.3, 173-4-08, 173-4-09, 173-3-06.1, 173-3-06.2, 173-3-06.3, 173-3-06.4, 173-3-06.5, 173-3-06.6, the Contractor shall comply with a written specification of the service (e.g., a description of the service and any conditions for providing the service contained in the Agency's Request for Proposal (RFP) or the Contractor's approved proposal).
- 1.10 The Agency shall not reimburse the Contractor for any service unless a valid Agreement is in place at the time the service is provided. No Agreement is valid unless and until the Agreement is signed by authorized representatives from both the Agency and the Contractor.
- 1.11 The Contractor shall designate its primary contact for purposes of this Agreement. Such primary contact shall participate in provider orientation sessions at the Agency as a condition to performance of this Agreement. Contractor shall also provide always a current fax number and e-mail address.

## **ARTICLE II: ADRN ROLES AND RESPONSIBILITIES**

- 2.1 The purpose of this Addendum is to outline the roles and responsibilities in the development of the Aging and Disability Resource Network (ADRN) between Contractor and the Western Reserve Area Agency on Aging (WRAAA).
- 2.2 Goals of ADRN  
The purpose of the *ADRN* is to provide consumers with a point of entry to all long term services and supports, as well as a streamlined process for determining eligibility for all public programs that provide services and supports with particular attention to identifying consumers at high risk for nursing home placement and re-hospitalization. The key operational functions of a fully developed ADRN include: Information and Referral Assistance; Specialized Information and Assistance: Long Term Services and Supports Options Counseling and Assistance; Streamlined Eligibility Determinations for Public Benefits; Care Transitions/Care Coordination and Quality Assurance and Continuous Improvement.

2.3 The ADRN consists of *Aging and Disability Resource Centers (ADRC)*, *Benefits Enrollment Centers (BEC)* and *Information and Referral Assistance (I&RA)* providers. The Western Reserve Area Agency on Aging is the coordinating agency for the ADRN. The **Fairview Park Senior Life Office** shall be designated as a **N/A, N/A**.

2.4 Coordination of Responsibilities

The Western Reserve Area Agency on Aging, as the ADRN coordinating agency, agrees to provide leadership and guidance in the development and implementation of the ADRN and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

1. WRAAA staff will work cooperatively with each ADRN partner to define program goals and budgetary issues to be addressed in implementing the project. A detailed work plan will be developed outlining major activities for each program year. The work plan will include timelines and evaluation outcomes.
2. WRAAA will work with ADRN partners to develop service protocols for the key operational components of the ADRN.
3. WRAAA will conduct periodic technical assistance briefings and trainings for ADRN staff related to carrying out the key operational components of the ADRN program.
4. WRAAA will convene meetings for the purposes of coordination and ongoing program development.
5. WRAAA will work with community partners in developing a comprehensive resource database which includes information about the range of long term support resources in the ADRN service area.
6. WRAAA will assist ADRN partners with developing relationships with critical pathway partners.
7. WRAAA will work to develop a management information system that can support the ADRN program functions.
8. WRAAA will conduct Marketing and Outreach on behalf of the ADRN as a whole.
9. WRAAA will create a framework for quality assurance and evaluation.

2.5 The **Fairview Park Senior Life Office** as a designated N/A, agrees to fully participate in the development of a regional Aging and Disability Resource Network and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

1. Contractor commits to developing program and evaluation goals as part of a detailed work plan that outlines major activities as well as quality assurance and evaluation processes.
2. Contractor commits to work with WRAAA staff and ADRN partners in the ongoing development and implementation of service protocols for key operational components of the ADRN.
3. Contractor commits to having a program representative participate in pre-program planning and ongoing ADRN technical assistance and development sessions.
4. Contractor commits to having a program representative attend coordination and program development meetings with WRAAA staff and ADRN partners.
5. Contractor commits to the use of a comprehensive resource database.
6. Contractor commits to work in collaboration with WRAAA to develop relationships and organizational partnerships with critical pathway partners.
7. Contractor commits to consistency and competency in data collection and reporting processes developed as part of the management information system for the ADRN.
8. Contractor commits to conducting own site-specific marketing and outreach in addition to what is coordinated for the whole network by WRAAA.
9. Contractor commits to participating in quality assurance and evaluation developed by WRAAA.

### **ARTICLE III: GRANT**

- 3.1 The Agency agrees to pay the Contractor with OAA program funds for the service(s) detailed in the attached { 2 } Contract Services page(s) and delivered in accordance with Article 1 up to the amount(s) in Section B, Line 1 on the said page(s). The maximum amount of funds to be paid under this Agreement is: **\$18,459.00, Eighteen Thousand Four Hundred Fifty-Nine Dollars.**
- 3.2 The Contractor may request modification(s) to the Agreement no more than twice between January 1 and September 30th of each year, unless the Agency initiates additional

modifications. Modification shall be at the sole discretion of the Agency, and request for modification shall be made in writing and reasonably in advance of need for modification or as soon as practicable. The grounds for modifying this Agreement are: emergency, unforeseen changes in Consumer needs or in Contractor's ability to meet Consumer needs, and changes in funding or funding levels. The process for modifying this Agreement is: Contractor shall in writing set forth the modification requested and the grounds for the modification sought. The Agency shall respond in writing promptly or as soon as practicable.

3.3 The Contractor understands that the funds allocated to this contract are subject to increase or decrease at any time prior to the final payment to the Contractor under this Agreement by the Agency based on its notification of grant awards from the ODA, and that such a change may affect the amount or the scope of the services provided by Contractor under this Agreement. The funding source for this Contract Agreement is Federal and State of Ohio funds provided through the Ohio Department of Aging (ODA). State of Ohio funds are provided through the Senior Community Services State Subsidy. Federal funds provided through the Administration on Aging and ODA are:

Title III B	Supportive Services	CFDA #93.044
Title III C-1	Congregate Meals	CFDA #93.045
Title III C-2	Home-Delivered Meals	CFDA #93.045
Title III-D	Preventive Health Services	CFDA #93.043
Title III-E	Caregiver Services	CFDA #93.052

The federal funding source for each service is found on the Contract Services page(s) Section A, Line 2.

3.4 Contractor should attempt to pace service delivery at 1/12 of their annual contracted units per month. Agency will inform Contractors of reimbursement restrictions if they become necessary.

#### **ARTICLE IV: METHOD OF PAYMENT**

4.1 Payment for services rendered under this Agreement shall be made within thirty (30) calendar days after timely receipt by the Agency of an accurate and complete "Older Americans Act/Senior Community Services Provider Monthly *Request for Payment*" from the Contractor, if the reports required in Article V of this Agreement have also been submitted to the Agency by their due dates. The Agency shall then pay Contractor at the

OAA unit rate specified in Section B Line 9 of the attached Contract Service page(s) for each eligible OAA unit of service delivered by the Contractor and reported to the Agency.

- 4.2 If any such reports are submitted after their due date, then no payment shall be made until thirty (30) days after these late reports are received by the Agency. If any such reports are deemed by the Agency not to be complete and accurate, then no payment shall be made until thirty (30) days after a report deemed by the Agency to be complete and accurate is received. Reports may be deemed inaccurate, for instance, if the SAMS Agency *Summary Report* is not included with the *Request for Payment*, or if the units shown on the SAMS *Agency Summary Report* do not match the units on the *Request for Payment*, as described in Article 5.
- 4.3 Updated unit, cash and in-kind match, client cost share, program income and other funds spent shall be reported on the *Request for Payment* no later than January 31, 2021.
- 4.4 If any Reports required in Article V of this Agreement are received by the Agency after January 31, 2021, the outstanding funds shall not be paid to the Contractor.
- 4.5 If any of the services under this Agreement, for any of the four (4) quarters of the Term of this Agreement, are not performed by the Contractor, the Agency shall for each such quarter reduce the Contractor's OAA award for such service by a prorated one-fourth of the annual award for said service. Any Contractor not providing at least 65% of the units detailed in the attached Contract Services pages, Section A line 4 on said page by September 30, 2020 shall relinquish unused funds so that those funds may be distributed by the Agency. At the Agency's discretion, exceptions to the consistent pace of service may be granted.
- 4.6 Contract amounts which are not earned by the Contractor will not accrue or carry forward to a future contract period.

## **ARTICLE V: MONTHLY AND OTHER FINANCIAL AND SAMS REPORTING REQUIREMENTS**

- 5.1 Contractor agrees to submit an Older Americans Act/Senior Community Services *Request for Payment* that is accurate and complete as to units of service, cash and in-kind match, client cost-share, program income and other funds spent on or before the tenth (10<sup>th</sup>) calendar day of each month from February 2020 through January 2021 for services performed in the preceding month. If the tenth (10<sup>th</sup>) falls on a Saturday, Sunday, or holiday, the report shall be due the following business day.

- 5.2 Contractor, to the extent determined by assigned cluster activities and as required by ODA, must use the Social Assistance Management System (SAMS) program to report required consumer information (including demographics) and account for units of service delivered. Such data must be entered into SAMS on or before the tenth (10<sup>th</sup>) calendar day of each month from February 2020 through January 2021 for services performed in the preceding month. The Agency will provide the Contractor with a subscription and license to access the SAMS Program during the Term of this Agreement, and all other provisions of the RFP for this Agreement which relate to the use of the SAMS system are incorporated herein by reference.
- 5.3 To the extent Contractor uses the SAMS Program to report information, Contractor shall submit a printed SAMS *Agency Summary Report* with its Request for Payment. The units on the Agency Summary Report must match the monthly *Request for Payment*.
- 5.4 If an error is made on a monthly *Request for Payment*, the error must be corrected within three months using the *Unit Adjustment Form*. The Contractor must provide a written explanation of the correction and request an adjustment on a subsequent *Request for Payment*. The error must be corrected in SAMS also. The request is subject to approval by the Agency.

#### **ARTICLE VI: MATCH, PROGRAM INCOME AND COST-SHARING**

- 6.1 Contractor is required to provide cash or in-kind resources equal to a percentage of the funds provided by the Agency for each service as specified on the Contract Services page(s) attached to this Agreement. This amount is the “match”. Contractor covenants, warrants and certifies that the match required for each service will be a cost reasonably expected to be incurred in the delivery of the service.
- 6.2 Contractor further agrees that final payment will be reduced if the Contractor has not incurred and reported on the monthly *Request for Payment* at least the minimum match for each service as required by the Agency. This reduction will be in the amount necessary to support the total payments to Contractor with the reported match at the Agency minimum required matching percentage.
- 6.3 The Contractor is allowed and encouraged to receive voluntary contributions for services reimbursed with Older Americans Act funds, and to record these as Program Income.

The Contractor further agrees as follows:

- A. The terms "charge" and "fee" must not be used when presenting this opportunity to contribute.
  - B. No person sixty (60) years of age or older may be denied service under this agreement because of that person's ability or decision to contribute or not to contribute to the service.
- 6.4 The Contractor shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code.
- 6.5 Program Income and Cost Sharing funds shall be used exclusively to pay for the cost of and expand the capacity to provide the service from which they were generated.

### **ARTICLE VII: MONITORING**

- 7.1 The Agency, ODA or the Administration on Aging may conduct on-site monitoring of a service(s) for which funds are being reimbursed under this Agreement at any time during the normal working hours of the Contractor with no prior notification necessary, and the Contractor agrees that representatives of the Agency, ODA or the Administration on Aging shall be given full access to the premises upon which such service(s) is being provided.

### **ARTICLE VIII: RECORD MAINTENANCE, ACCESSIBILITY AND RETENTION**

- 8.1 To the extent authorized by law, the Contractor shall allow representatives of the Agency, ODA, and the Administration on Aging access to all programmatic, fiscal, and other records related to the service(s) for planning, auditing, and monitoring purposes at any time during the normal working hours of the Contractor with no prior notification necessary, except that prior notice of at least 24 hours shall be given where access is sought to the confidential complaint files of the Contractor.
- 8.2 The Contractor shall keep Consumer information including but not limited to: name, address, telephone number, date of birth, gender, minority status, disability and poverty status, emergency contact person's name and telephone number, and functional abilities of Consumers, relevant to service(s) delivered.
- 8.3 The Contractor shall document that service(s) were delivered in accord with the ODA taxonomy of services and Agency clarifications to said taxonomy, as well as the ODA Conditions of Participation and Service Specifications in the applicable Administrative Rules.

- 8.4 The Contractor shall retain records relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the Agency and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years after the end of the Term of this Agreement. If a record is monitored or audited, the Contractor shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the Contractor to retain the record for more than three years.
- 8.5 The Office of the State Long Term Care Ombudsman of ODA shall have access to the complaint files of the Contractor. The Agency agrees that all information contained in said records will be treated in accord with all applicable legislation guaranteeing privacy, especially, the Older Americans Act Amendments of 1987.
- 8.6 The Contractor shall have the audit, review and monitoring rights to the extent provided by the Ohio Public Records Act.

#### **ARTICLE IX: ACCOUNTING RECORDS**

- 9.1 The Contractor agrees to maintain its accounts and documents so as to readily permit the determination of the status of the cost of services rendered under this Agreement at any time and to have such information readily available for examination by Contractor auditors or Agency representatives.
- 9.2 The Contractor agrees to maintain supporting documents so as to permit the determination of the status of cash, accrual and in-kind transactions which are used as a match for the Contractor's OAA funds.
- 9.3 If the Contractor receives funds to administer activities not covered under this Agreement, the Contractor agrees to develop and maintain documentation describing the method used to allocate any line-item costs that are shared by the OAA service(s) and other such activity and to have such information readily available for examination by Contractor auditors or Agency representatives.
- 9.4 The Contractor agrees to comply with Federal (45 CFR, Sec 92.25), State Administrative Rules and Agency policy for the procedures relating to and the accounting for program income.

## **ARTICLE X: NUTRITION SERVICES**

If a nutrition service is covered under this Agreement, the Contractor agrees to the following:

### 10.1 Meal Reports:

The Contractor agrees to submit to the Agency accurate meal report(s) in accordance with the forms provided by the Agency and in accordance with due dates established by the Agency.

### 10.2 Emergency Food and Closings:

In the event of an emergency which includes, but is not limited to, inclement weather, utility failure, strikes, natural hazards or acts of God, the Contractor may opt to close the service center, and written confirmation of such emergency must be received by the Agency within 48 hours. In such instances, the Contractor agrees to make every reasonable effort to fulfill its home-delivered meal responsibilities. Emergency food supplies are to be used only when authorized via telephone by the Agency, and written confirmation of such authorization together with the name of the person who provided such authorization on behalf of the Agency must be received by the Agency within 48 hours. The Contractor agrees to pay for the cost of replacing catered meal supplies and/or emergency food which are/is lost, stolen, or otherwise removed or used without the Agency's authorization.

### 10.3 Food/Supply Delivery:

The Contractor agrees to provide staff at its site who will accept, count, check and record temperatures of potentially hazardous foods, and sign for the delivery of IIC meals and supplies which is scheduled to take place daily between 6:00 am and 10:30 am.

### 10.4 Interruption of Nutrition Service:

The Contractor agrees to submit in writing to the Agency all requests for relocating and remodeling nutrition sites. Such requests must be received by the Agency sixty (60) calendar days prior to the proposed relocation/remodeling in order to receive approval from the Agency. The Contractor agrees to notify the Agency in writing no later than the Thursday of the week prior to any scheduled activities which interrupt the nutrition service delivery and obtain written Agency approval prior to such interruptions.

### 10.5 Number of Serving Days

The Contractor agrees to provide OAA nutrition services each day during this Agreement period as detailed in Contractor's WRAAA 2020 Nutrition Meal Worksheet and as summarized on the attached nutrition Contract Service page(s) Section A, Line 5, and as approved by the Agency. The Contractor agrees that any change to this number of serving

days outside of emergency closing days must be approved in writing and in advance by the Agency.

10.6 Meal Usage

Contractor shall be responsible for paying the Agency for any meals ordered in excess of the number of meals allocated to Contractor on the appropriate Contract Services page(s) Section A, Line 5 and paid for by OAA funds. The Agency may recover the amount due to the Agency from the Contractor under this section in accordance with Article 14.2.

10.7 Menus for Sites funded for onsite or central kitchen preparation

Contractors that prepare and serve meals as onsite preparation or central kitchen nutrition providers must submit 3-month cycle menus to Agency for approval. The cycle menus must be submitted 30 days prior to the beginning of a menu cycle.

10.8 Nutrition Education and Health Screen Services

To the extent Contractor provides congregate nutrition products or services (173-4-05.1), home-delivered nutrition products or services (173-4-05.2) or restaurant and grocery meal services (173-4-05.3), it is the responsibility of the Contractor to provide Consumers with nutrition education and health screening services in accordance with Rules 173-4-08 and 173-4-09 of the Ohio Administrative Code.

**ARTICLE XI: CONDITIONS OF THE GRANT**

11.1 If the Contractor is found to be in violation of state and/or local health, fire, safety, zoning and/or sanitation codes, the Contractor must notify the Agency immediately. The Agency may suspend the grant without advance notice, including withholding the supply of meals and/or any payments in whole or in part due under this Agreement, for the Contractor's failure to comply with state and local health, fire, safety, zoning and/or sanitation codes. The Agency will give written notice of the specific reasons for the suspension to the Contractor. The Contractor must provide evidence that the violations have been corrected before the suspension will be lifted.

**ARTICLE XII: PROBLEMS IN PROVISION OF SERVICES**

12.1 The Agency may begin the process to suspend and/or terminate this Agreement or the grant and/or any payments in whole or in part due under this Agreement for any one of the following causes:

- A. Failure to provide Reports required by this Agreement in accordance with due dates established by the Agency.
- B. Failure to permit on-site monitoring and/or review of all pertinent records.
- C. Failure to comply with the accounting records and/or audit requirements of this Agreement.
- D. Failure to provide and/or document the service(s) in accordance with ODA Service Specifications, and Administrative Rules as required by this Agreement.
- E. Failure to conform to any of the legal requirements of Article 20.
- F. Failure to perform fully all of the Contractor's other duties and responsibilities in accordance with this Agreement.

12.2 The Agency will inform the Contractor in writing of any problems it notes in the provision of the service(s). If the health, safety or well-being of a Consumer is at immediate risk the Contractor shall respond to the Agency as soon as possible but not later than forty-eight (48) hours after receiving such notice, informing the Agency of the corrective action it has taken or it will take in regard to each such problem, and if the corrective action has not yet been taken stating when such corrective action will be effective. If the health, safety or well-being of a Consumer is not at immediate risk, the Contractor shall respond in writing to the Agency as soon as possible but not later than ten (10) calendar days after receiving such notice, informing the Agency of the corrective action it has taken or will take in regard to each such problem, and stating when such corrective action was or will be effective.

12.3 If the Contractor does not respond in writing as required by the foregoing provision, or if the Agency does not approve such corrective action and/or the date proposed for its implementation, the Agency shall so inform the Contractor in writing and specify a time by which corrective action acceptable to the Agency shall be proposed and/or implemented. If such corrective action is not proposed and/or implemented by the Contractor by that time, then the Agency may suspend payments to Contractor, or may terminate this Agreement.

12.4 If this Agreement has not been terminated pursuant to the foregoing provision, and payments are merely suspended, reimbursement of the funds may resume when the Contractor has taken all required corrective action and the Agency receives and approves a written report documenting the corrective action.

### **ARTICLE XIII: CONDITIONAL CONTRACTOR STATUS**

13.1 In accordance with Agency Policy Conditional Contractor Status, the Agency may designate an OAA service provider with problematic programs as described in said policy as a *Conditional Contractor* and subject it to a period of probationary status. In event of said designation, the terms of the probation shall become an addendum to this Agreement.

### **ARTICLE XIV: RECOVERY OF FUNDS**

14.1 The Contractor must return any funds received for providing services if the Agency ascertains that the Contractor was paid for any unit or units of service it did not provide, or for units provided to ineligible Consumers, or for units that it provided that did not comply with the Administrative Code, the Revised Code, or any other law that regulates the Contractor or the services provided, and/or did not comply with the requirements set forth in the Agency's Request for Proposal and/or the Contractor's approved Proposal, and/or in the event the Contractor failed to document the provision of any unit or units of service as required under this Agreement.

14.2 The Agency may recover its payment made for any such unit or units from the Contractor by withholding funds due to the Contractor under this Agreement or any other Agreement the Contractor enters into with the Agency, irrespective of whether that Agreement is currently in effect or at any time after the termination of this Agreement. Recovery may also be sought by legal action. The maximum amount of funds to be paid under this Agreement may, in the discretion of the Agency, be reduced by the amount of the funds recovered.

### **ARTICLE XV: CONTRACTOR AUDITS**

15.1 If the Contractor is subject to OMB circular A-133 requirements the Contractor shall obtain an independent audit by a certified public accountant which encompasses the grant period and funds under this Agreement within nine months after the end of the Term of this Agreement and shall provide the Agency with a copy of the such audit within ten (10) calendar days after such an audit report is received by the Contractor.

15.2 If the Contractor is not subject to OMB circular A-133 requirements, but nonetheless obtains an annual agency audit which covers any part of this grant period or funds under this Agreement, the Contractor shall submit a copy of such audit to the Agency within ten (10) calendar days after an audit report is received by Contractor.

- 15.3 The Contractor agrees that such audit will be engaged and performed in accord with all State and Federal regulations governing audits of the funds paid under this Agreement.
- 15.4 In the event an audit discloses a discrepancy the Contractor shall respond in writing to the Agency within ten (10) calendar days of a written receipt of any audit findings pertaining to the Contractor's OAA Service(s), with a plan to resolve said findings. If said response is not received by the Agency within the said ten (10) calendar days, the Agency may suspend payments to Contractor until corrective action acceptable to the Agency is implemented or the Agency may take other action.
- 15.5 The Contractor agrees to reimburse the Agency any funds paid under this agreement which are found in the course of an audit to have been improperly or illegally used.

#### **ARTICLE XVI: CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

- 16.1 The Contractor shall not use any information, systems, or records made available to Contractor for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, the Contractor specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this agreement shall be included in any subcontracts or lower-tiered grant agreements executed by the Contractor for work under this Agreement. The Contractor specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The Contractor is responsible for obtaining copies of all applicable rules governing confidentiality, and for assuring compliance with the rules by its employees, contractors, or lower-tiered sub-recipients. To the extent the federal requirements apply to this Agreement, the Contractor agrees to current and on-going compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including 45 CFR 164.502 and 164.50, regarding the disclosure of protected health information.
- 16.2 The Contractor is required to store consumer records in a designated, locked storage space.
- 16.3 The Contractor shall not use or disclose any information concerning a Consumer for any purpose directly associated with the provision of services, unless the Contractor has documentation of the Consumer's consent to do so.

- 16.4 The Contractor is prohibited from using or disclosing any information concerning a Consumer for any purpose not directly associated with the provision of services, even if the Consumer consents to doing so.
- 16.5 Any Contractor who is a mandatory reporter must immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the Contractor has reasonable cause to believe a Consumer is the victim of abuse, neglect, or exploitation.

#### **ARTICLE XVII: CONTRACTOR ROLE IN CASE OF DISASTER**

- 17.1 The Contractor is required to cooperate with the Agency and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the Contractor's service area is a disaster area.

#### **ARTICLE XVIII: INSURANCE**

- 18.1 The Contractor shall secure and maintain at least the following minimum amounts of insurance for the period of this Agreement:
- A. General commercial liability insurance against claims for injury and/or death in the amount of \$1,000,000 aggregate and per occurrence.
  - B. If staff is required to drive while providing the OAA service, and/or if transportation is part of the OAA service under this Agreement: automobile liability insurance against claims for injury and/or death in the amount of \$1,000,000.00 aggregate and per occurrence, and property damage insurance in an amount not less than \$50,000 aggregate and per occurrence.
  - C. Third party fidelity bond and property damage insurance (including damage or theft or loss involving the property of a Consumer) in any one accident or occurrence in an amount not less than \$50,000 for losses in connection with service visits to the Consumer's home, and in an amount no less than \$5,000 for all other services
  - D. First party fidelity bond or employee theft coverage on persons handling OAA program funds in the amount of no less than \$10,000 or 10% of the

amount set forth in Section 3.1 of this Agreement, whichever is greater.

- E. Full replacement value property insurance on equipment or capital improvements funded at least in part by Agency grant funds or OAA program income.
- F. The insurance required under this agreement shall cover the acts and/or omissions of both paid employees and volunteers working for the Contractor or approved sub-contractor.

#### **ARTICLE XIX: INDEMNIFICATION**

19.1 To the extent permitted by law, the Contractor agrees to indemnify and hold the Agency and ODA harmless from any and all claims, demands, damages, suits, judgments, awards, costs and expenses, including but not limited to attorney's fees, arising from, resulting from or attributable to the performance of services under this Agreement by the Contractor and/or its volunteers, except to the extent those matters or occurrences are caused by the negligence of the Agency.

#### **ARTICLE XX: LEGAL OBLIGATIONS**

20.1 The Contractor shall conform to the requirements of all applicable federal, state and local laws, regulations, federal circulars, and established guidelines incorporated by reference herein, including, but not limited to:

- A. Older Americans Act of 1965, as amended;
- B. Civil Rights Act of 1964, as amended;
- C. Section 504 of the Rehabilitation Act of 1973, as amended;
- D. Age Discrimination Act of 1975, as amended;
- E. Fair Labor Standards Act of 1938, as amended;
- F. Age Discrimination in Employment Act of 1967, as amended;
- G. State and local health, fire, safety, zoning and sanitation codes;
- H. Federal, State and local financial and payroll reporting requirements;
- I. Federal and State lobbying restrictions and reporting requirements;
- J. The Americans with Disabilities Act of 1990; and
- K. ODA and Agency Policies and Procedures.
- L. Health Insurance Portability and Accountability Act

- 20.2 The Contractor agrees that neither the Contractor nor any sub-contractor, nor any person acting on behalf of Contractor or any sub-contractor will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, ancestry, age, or any other legally protected classification. Contractor further agrees that neither Contractor nor any sub-contractor, nor any person acting on behalf of Contractor or any of its sub-contractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, military status, national origin, disability, age, ancestry, or any other legally protected classification.
- 20.3 The Contractor certifies that it understands Ohio's ethics and conflict of interest laws, and will do nothing inconsistent with them.
- 20.4 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor shall require that the language of Articles XX and XXI of this Agreement be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 20.5 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor remains responsible for ensuring that all provisions of this Agreement are met by the sub-contractor.

#### **ARTICLE XXI: AFFIRMATIVE ACTION**

- 21.1 For the period of this Agreement, the Contractor agrees to have executed a written Equal Employment Opportunity Affirmative Action Plan in accordance with Title VI and Title VII of the 1964 Civil Rights Act, as amended. The Contractor further agrees that the following posters and notices will be prominently displayed at the Contractor's main office: (A) EEO policy statement (B) EEO posters (C) Job vacancies (D) Training session's available (E) Discrimination complaint procedures.

#### **ARTICLE XXII: EXECUTIVE ORDER REQUIREMENTS**

- 22.1 Contractor affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to

implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, “services under the Agreement” and “services performed under the Agreement” means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

- 22.2 Contractor also affirms, understands, and agrees to immediately notify the Agency of any change or shift in the location(s) of services performed under the Agreement by Contractor or its lower-tiered sub-grantees or sub-contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.
- 22.3 Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Contractor has completed and signed this addendum, and submitted it to the Agency.

### **ARTICLE XXIII: TERMINATION, SANCTION, DAMAGES**

- 23.1 If Contractor or any of its lower-tiered sub-grantees or sub-contractors performs services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Agency is not obligated to pay and shall not pay for such services. If Contractor or any of its lower-tiered sub-grantees or sub-contractors perform any such services, Contractor shall immediately return to the Agency all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.
- 23.2 The Agency may, at any time after the breach, terminate the Agreement, upon written notice to Contractor. The Agency may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the

Agreement. If the Agency determines that actual and direct damages are uncertain or difficult to ascertain, the Agency in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

- 23.3 The Agency, in its sole discretion, may provide written notice to the Contractor of a breach and permit Contractor to cure the breach. Such cure period shall not be longer than 21 calendar days. Notwithstanding the Agency permitting a period of time to cure the breach or Contractor's cure of the breach, the Agency does not waive any of the rights and remedies provided the Agency in the Agreement, including, but not limited to, the recovery of grant funds paid for services provided by the Contractor, its lower tiered sub-grantees or sub-contractors performed outside of the United States, cost associated with corrective action, or liquidated damages.

#### **ARTICLE XXIV: ASSIGNMENT / DELEGATION**

- 24.1 Contractor shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of the Agency. Any assignment or delegation not consented to may be deemed void by the Agency.

#### **ARTICLE XXV: DRUG-FREE WORKPLACE:**

- 25.1 The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees will purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way, when they are engaged in the work being performed hereunder. Notwithstanding any other provision of this Agreement, this Agreement will not become effective unless, and until signed.
- 25.2 Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, or by Federal grant, contract, loan or loan guarantee. The law does not apply to children's service provided in private residences,

facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

25.3 By signing and submitting this document, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification to be included in any sub-awards, which sub-grantee shall certify accordingly.

#### **ARTICLE XXVI: ENTIRE AGREEMENT**

26.1 This agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties or unless otherwise required by law.

#### **ARTICLE XXVII: SEVERABILITY**

27.1 Whenever possible, each provision of this Agreement shall be interpreted in such matter as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this agreement.

#### **ARTICLE XXVIII: DEBARMENT:**

28.1 By signing this agreement, Contractor verifies to ODA and WRAAA, that the Contractor is not currently debarred, proposed for debarment, declare ineligible, or voluntarily excluded from participation in transactions by any agency of the United States government under 2 CFR Part 376. Notwithstanding any other provision of this Agreement, this Agreement will not become effective unless, and until signed.

28.2 The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

28.3 Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **ARTICLE XXIX: LOBBYING**

29.1 The Contractor is subject to the restrictions on lobbying set forth in 45 CFR Part 93. (See 45 CFR 75.214). By signing this agreement, the Contractor certifies, to the best of its knowledge and belief that:

- A. No federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this paragraph be included in the award documents for all lower-tiered sub-contracts and that all lower-tiered sub-contractors shall certify and disclose accordingly.

29.2 The certification is a material representation of fact upon which reliance will be placed when the agreement is entered into by ODA and WRAAA. This certification is a prerequisite for making or entering into this Agreement, and is imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **ARTICLE XXX: FOCAL POINTS**

30.1 Focal points are posted on the WRAAA website at [www.areaagingsolutions.org](http://www.areaagingsolutions.org).

### **ARTICLE XXXI: PUBLICITY**

31.1 The Contractor agrees that all public notices and publicity regarding this program shall state that: "This program is made possible by a grant from the Ohio Department of Aging through the Western Reserve Area Agency on Aging." If the grant reference is in written material, the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" and their respective logos, shall appear in at least the same size letters or type as the name of the organization.

31.2 The Contractor shall not use the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" to indicate funding of a program otherwise financed, unless specific authorization has been obtained by the Western Reserve Area Agency on Aging prior to use.

### **ARTICLE XXXII: MODIFICATION**

32.1 Any amendment to laws, rules or regulations, including those cited in this Contract Agreement, will result in a correlative modification to the Contract Agreement without the necessity of executing a written amendment. However, this Agreement (which

incorporates Contractor approved proposal and all amendments attached hereto) may otherwise be modified only in writing signed by both parties.

### **ARTICLE XXXIII: TERMINATION BY CONTRACTOR**

33.1 If the Contractor decides that it no longer wishes to provide services under this Agreement, the Contractor may not terminate services until the first day of the third month after the Agency has received written notice of termination from the Contractor. Nothing in this Article shall relieve the Contractor of Contractor's legal obligations to the Agency under this Agreement, however.

### **ARTICLE XXXIV: TERMINATION BY AGENCY**

34.1 The Agency may terminate this Agreement without obligation if ODA determines, through the appeals process or through monitoring, that the Agreement was entered into inappropriately, or if funding is decreased or eliminated at any time.

### **ARTICLE XXXV: RENEWAL OF AGREEMENT**

35.1 This Agreement may be renewed by the Agency at the discretion of the Agency after the Agreement has been in effect for a year, upon notice given no later than 90 days prior to the expiration of the initial year of this Agreement, and for one additional year at the discretion of the Agency upon similar notice.

35.2 The Agency is not obligated to renew this Agreement, and may not renew this Agreement if the Contractor does not demonstrate satisfactory performance, and/or if funds are not available to pay for the service, product or program for a subsequent year, and/or if a situation arises that was unforeseen at the time the Agency and the Contractor entered into the Agreement [e.g. see OAC 173-3-06(B)(3)].

### **ARTICLE XXXVI: APPEALS**

36.1 The Contractor has the right to appeal adverse action by the WRAAA in accordance with the following process and Rule 173-3-09 of the Administrative Code. The Contractor may appeal an adverse action decision made by WRAAA as follows:

1. An appealing Contractor must submit a letter, signed by the official authorized to sign the appeal, to the Chief Executive Officer of WRAAA with a copy sent to the President of the Board of Trustees of WRAAA, within two (2) working days of receipt of written

notice of an adverse action taken by WRAAA. The ground for appeal must be specified in the appeal letter.

2. If the Appeals Committee determines the appeal is not within the above-established criteria it shall so notify the appealing Contractor. If WRAAA's Appeals Committee approves the appeal request and determines that the appeal is within the above-established criteria, a meeting of the Appeals Committee will be scheduled within five (5) working days, with an appearance by the appealing Contractor, to review the adverse decision and recommend final action by the Board of Trustees. An appealing Contractor will be notified of the date and time of the meeting. The Appeals Committee will render a final recommendation, in writing, within five (5) working days after the meeting, which shall become the final decision of the WRAAA unless appealed to the Board of Trustees.
3. An appealing Contractor may by letter appeal the notice that the appeal is not within the above-established criteria, or the final recommendation of the Appeals Committee to the Board of Trustees, with a copy to the Chief Executive Officer of WRAAA, within two (2) working days of receipt of notice that the appeal is not within the above-established criteria or written notice of the final recommendation of the Appeals Committee. The ground for appeal must be specified in the appeal letter.
4. The Board of Trustees, or in its absence the Executive Committee, will review the notice that the appeal is not within the above-established criteria or the appeal from the final recommendation of the Appeals Committee at its next meeting, adopt a final course of action and notify the appealing Contractor about its final decision in writing within five (5) working days. The decision of the Board, or its Executive Committee, shall be the final decision of the WRAAA, which may be appealed by the Contractor to ODA.
5. An appealing Contractor may request a hearing by the Ohio Department of Aging. ODA shall only honor a request for an appeal hearing before ODA if the provider has fully complied with the written process for appealing an adverse action by WRAAA and WRAAA has rendered its final decision on the appeal.

To request a hearing before ODA, the provider shall submit a written request to ODA's director via certified mail no later than fifteen (15) business days after the date that WRAAA renders its final decision.

ODA shall hold a hearing and render its final decision on the appeal no later than thirty (30) business days after the date of the hearing. The appeal process will comply with Rule 173-3-09.

**ARTICLE XXXVII: NOTICES**

37.1 Notices under this Agreement shall be in writing and may be delivered in person, by certified mail (return receipt requested), by overnight mail (proof of delivery required), or by facsimile (to the Contractor, only).

**ARTICLE XXXVIII: APPLICABLE LAW AND FORUM**

38.1 This Agreement shall be construed in accordance with Ohio law and specific applicable Federal statutes, rules and regulations. Any litigation to enforce this Agreement shall be brought in the Cuyahoga County Court of Common Pleas or in the United States District Court for the Northern District of Ohio, in Cleveland, Ohio.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Agency and the Contractor have executed this Agreement on the dates written below their signatures.

**WESTERN RESERVE AREA AGENCY ON AGING**

Contractor:  
**FAIRVIEW PARK SENIOR LIFE OFFICE**

\_\_\_\_\_  
E. Douglas Beach, Ph.D., CEO

\_\_\_\_\_  
Contractor/DULY AUTHORIZED SIGNATORY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED or PRINTED NAME & TITLE OF SIGNATORY

\_\_\_\_\_  
DATE



CITY OF FAIRVIEW PARK  
RESOLUTION NO. 18-09  
REQUESTED BY: MAYOR EILEEN ANN PATTON  
SPONSORED BY: COUNCILWOMAN CLEARY

A RESOLUTION AUTHORIZING THE EXECUTION OF A FEE AGREEMENT BY AND BETWEEN THE CITY OF FAIRVIEW PARK AND KELLEY & FERRARO, LLP, FOR PURPOSES OF PURSUING LITIGATION AGAINST THE MANUFACTURERS AND DISTRIBUTORS OF OPIOIDS RESPONSIBLE FOR THE OPIOID EPIDEMIC.

WHEREAS, on October 26<sup>th</sup>, 2017 the President of the United States of America declared the opioid crisis to be a "public health emergency"; and

WHEREAS, municipal governments have born a substantial financial and societal burden fighting this crisis and epidemic and will face abatement costs for this nuisance for many years to come;

WHEREAS, the City of Fairview Park has engaged in discussions with representatives of the law firm Kelley & Ferraro, LLP, related to the potential for the City of Fairview Park to pursue certain legal claims against the opioid manufacturers and distributors;

WHEREAS, Kelley & Ferraro, LLP, has proposed that the City of Fairview Park engage Kelley & Ferraro, LLP, to prosecute the aforementioned claims on a contingent fee basis whereby Kelley & Ferraro, LLP, would not be compensated unless the City of Fairview Park receives a financial benefit as a result of the proposed claims and Kelley & Ferraro, LLP, would advance all claim-related costs and expenses associated with the claims;

WHEREAS, the City of Fairview Park seeks to make use of the legal services of Kelley & Ferraro, LLP, to hold those responsible for this crisis to the highest letter of the law;

WHEREAS, Kelley & Ferraro, LLP, has prepared a fee agreement, which is submitted as part of this Resolution as Exhibit "A", specifying the terms and conditions under which Kelley & Ferraro, LLP, would provide legal services to the City of Fairview Park and otherwise consistent with the terms of this Resolution;

WHEREAS, the City of Fairview Park believes it be in the best interest of Fairview Park, its citizens, residents, visitors, and taxpayers to join with Kelley & Ferraro, LLP, in pursuit of claims against the opioid manufacturers and distributors upon the terms and conditions set forth in the Fee Agreement.

WHEREAS, the City of Fairview Park, recognizes the need to address the opioid crisis and wishes to do so by bringing litigation against those responsible as advised by Kelley & Ferraro, LLP.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

SECTION 1. The City of Fairview Park authorizes and agrees to the Fee Agreement and hereby directs the Mayor to execute the Fee Agreement between Kelley & Ferraro, LLP, and the City of Fairview Park on behalf of Fairview Park.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and immediately acknowledge receipt of the grant funds, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 05.07.18  
2<sup>nd</sup> reading: 05.21.18  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

---

Liz L. Westbrook, Clerk of Council



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[www.kelleyferraro.com](http://www.kelleyferraro.com)

### **FIRM OVERVIEW**

Kelley & Ferraro, founded in 1997 by Jim Ferraro and the late Michael V. Kelley has recovered over a billion dollars on behalf of its clients. The firm's primary focus is asbestos litigation, pharmaceutical drug litigation, product liability, and wrongful death. The office is located in Cleveland, Ohio with a companion office, The Ferraro Law Firm, located in Miami, Florida. Together the firms 37 lawyers represent individuals, teamsters, labor unions, cities and counties from Ohio and Florida in opioid litigation. For additional information on the firms' please see our websites at: [www.kelleyferraro.com](http://www.kelleyferraro.com) and [www.ferraro.law.com](http://www.ferraro.law.com).

### **OPIOID LITIGATION**

The cases consist of civil actions brought by cities, counties and states that allege that: (1) manufacturers of prescription opioid medications overstated the benefits and downplayed the risks of the use of their opioids and aggressively marketed these drugs to physicians, and (2) distributors failed to monitor, detect, investigate, refuse and report suspicious orders of prescription opiates. The Distributors' knowledge of the conduct regarding the alleged diversion of these prescription opiates, as well as the manufacturers' alleged improper marketing of such drugs have led to this epidemic across the country. Both manufacturers and distributors are under an obligation under the Controlled Substances Act and similar state laws to prevent diversion of opiates and other controlled substances into illicit channels.

- Opioids claimed 183,000 American lives from 1999-2015;
- Prescription opioid abuse costs are over **\$55 billion** annually
- Leading cause of death for Americans under 50;
- Nearly 155 Americans die every day from opioid overdose;
- Over 100,000 Ohioans are dependent or abusing opioids;
- In Ohio in 2015, the total cost of opiate abuse and dependency costs nearly 8 billion dollars.

**THE DEFENDANTS**

	Manufacturer/Distributor	Drug	Schedule
1.	Purdue Pharma	OxyContin, MS Contin, Dilaudid, Dilaudid-HP, Hysingla ER, Targiniq ER	Schedule II
		Butrans	Schedule III
2.	Teva Pharmaceuticals USA, Inc.	Actiq, Fentora (both Fentanyl Citrate)	Schedule II
3.	Janssen Pharmaceuticals, a wholly owned subsidiary of Johnson & Johnson	Duragesic (Fentanyl, Nucynta and Nucynta ER)	Schedule II
4.	Endo Health Solutions, Inc.	Opana ER, Opana, Percodan Percocet	Schedule II
5.	Qualitest Pharmaceuticals, Inc., a subsidiary of Endo Health, Inc.	Generic oxycodone, oxymorphone, hydromorphone, and hydrocodone products	Schedule II
6.	Allergan PLC, Actavis PLC, Watson Pharmaceuticals, Inc.	Kadian, Norco and Generic versions of Duragesic and Opana	Schedule II
7.	McKesson Corporation	Distributor	
8.	Abbott Laboratories	Distributor	
9.	AmerisourceBergen Corporation	Distributor	
10	Cardinal Health	Distributor	

**THE CLAIMS**

The claims against the manufacturers of opioid pain medications include claims of deceptive business practices, false advertising, public nuisance, violations of social services/Medicaid law, fraud and unjust enrichment. The claims involve the deceptive practices of the manufacturer defendants' in using both branded and unbranded marketing to reach prescribers and patients. Unbranded marketing through the use of front groups such as the American Pain Foundation, attempted to evade FDA regulations and consumer practices law. The overarching theme of the manufacturing defendants' deception is that opioid pain medications were not addictive and were safe for long term use. The manufacturers knew that opioids were effective treatments for short-term post-surgical and trauma-related pain, and for palliative care. Yet they also knew-and had known for years-that opioids were addictive and subject to abuse, particularly when used long-term for chronic non-cancer pain.

The manufacturers spent hundreds of millions of dollars: (a) developing and disseminating seemingly truthful scientific and educational materials and advertising that misrepresented the risks, benefits, and superiority of opioids long-

term use to treat chronic pain (b) deploying sales representatives who visited doctors and other prescribers and delivered misleading messages about the use of opioids (c) recruiting prescribing physicians as paid speakers as a means to secure those physicians' future "brand loyalty" and extend their reach to all physicians; (d) funding, assisting, encouraging, and directing certain doctors, known as "key opinion leaders", not only to deliver scripted talks, but also to draft misleading studies, present continuing medical education programs that were deceptive and lacked balance, and serve on the boards and committees of professional societies and patient advocacy groups that delivered messages and developed guidelines supporting chronic opioid therapy; and (e) funding, assisting, directing, and encouraging seemingly neutral and credible professional societies and patient advocacy groups that developed educational materials and treatment guidelines that were then distributed to doctors which urged them to prescribe and treat patients to use, opioids for long-term chronic pain.

Under a negligence theory claims can be brought against wholesale distributors of these opioids. Pursuant to federal and state law, wholesale distributors have a duty to report suspicious or alarming orders of opioid pharmaceuticals and to report these orders. The evidence shows that these distributors failed to meet this duty despite overwhelming evidence that these drugs were being abused, diverted, and misused based on the alarming size of the orders.

### **THE DEFENSES**

The Pharmaceutical companies and the distributors allege that their drugs were deemed safe by the FDA when the agency gave them approval to sell the drugs. Furthermore, the companies argue that no one has identified any doctor that prescribed an opiate medication when it was not medically necessary or who prescribed such a medication due to misleading marketing or promotional materials.

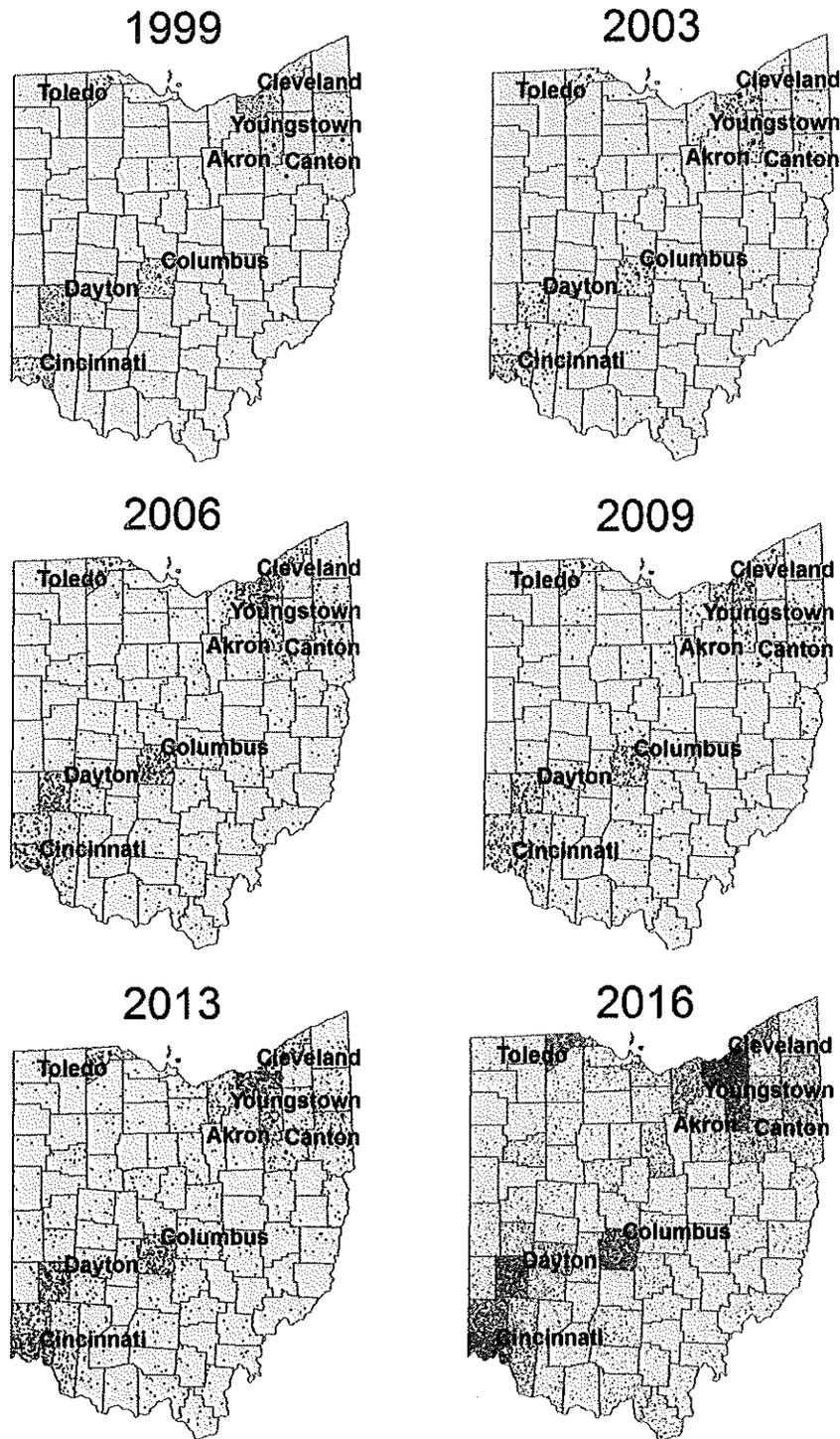
### **THE RECOVERY**

These lawsuits will seek to achieve financial recovery for the costs associated with this epidemic, including police and fire training, police, fire and ambulance runs, prosecution of opiate drug cases, substance abuse programs, insurance/Medicaid, lost productivity, foster care costs, Narcan training and supplying, and increased law enforcement.

Below is an initial list of recoverable costs and expenses that may be recoverable in a lawsuit against the manufacturers and distributors of opioids. Kelley & Ferraro would work closely with its clients and our experts in all aspects of the collection of information needed to prove damages and assist in the collection of documents and data.

- Coroner/medical examiner
  - Storage of bodies
  - Increased staffing
  - Indigent burials
  - Cemetery
  - Toxicology laboratory costs
- Foster care
  - Family and child services
  - Increased staffing
  - Increase in need for care
  - Child support
- Law enforcement (sheriff/police)/incarceration
  - Employee overtime
  - Narcan/Naloxone Hydrochloride Injection purchase and training
  - Establishment of task forces
  - Increase in investigation/crime increase
  - Specialized courts; juvenile, surrogate, drug, DUI, drug treatment, juvenile, probate
  - Public defender offices/prosecution
  - Jail/prison costs
  - Probation
  - Victim/family
  - Human trafficking
  - Adult detention
  - Neighborhood safety
  - Victim witness
- Healthcare and first responders
  - Public hospitals
  - Public health
  - Medicaid/Medicare
  - Substance abuse programs
  - Drug education programs
  - Drug prevention programs
  - Treatment centers/rehab
  - Mental health facilities
  - Veterans affairs
  - Fire
  - EMT/ambulance
  - Social services
- “Loss” in various forms
  - Loss of productivity
  - Travel and Tourism
  - Premature death
  - Decrease in labor participation
  - Crime increase
  - Quality of life
  - Increased sick time
  - Frequent firings
  - Price gauging
  - Workers compensation
  - Government assistance
  - Census
  - Public safety
  - Environmental damages.

FIGURE 2: The spread of opioid overdoses in Ohio



NOTE: Overdose deaths 1999-2016. One dot represents one death. Source CDC Compressed mortality files 1999-2006, Ohio

**KELLEY & FERRARO, LLP  
FEE AGREEMENT**

This Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between: the \_\_\_\_\_ (herein referred to as “Client” and **KELLEY & FERRARO, LLP** (“Attorneys”). In consideration of the mutual promises herein contained, the parties herein agree as follows:

**I. Purpose of Representation**

Client agrees to retain Kelley & Ferraro, LLP to investigate and prosecute any potential claim(s) Client may have against the drug manufacturers and/or pharmaceutical companies, pharmacy retailers, sellers and/or distributors of prescription opioid pain medications for the recovery of any and all costs, damages or loss, including but not limited to, any subrogation and/or reimbursement claims and/or any other claims that may be brought by Client in equity or under the applicable Federal or State law, related to the provision of care, services and/or supplies including the delivery of prescription opioid medications, treatments, hospitalizations, addiction and rehabilitation treatment, overdose or other opioid-related health-care services.

**II. Services**

Attorney agrees to perform legal services reasonably required to prosecute Client’s claim to judgment in a trial court in Ohio, or any other jurisdiction which Attorney believes would be in Client’s best interest.

**III. Attorneys’ Fee**

In consideration of Attorneys’ services rendered and to be rendered as set out above, it is agreed that Kelley & Ferraro, LLP shall receive twenty five percent (25%) of any settlement, verdict, judgment and/or recovery of any kind obtained for or on behalf of Client, as its legal fee.

Client understands that the Attorney fee stated above, is of the total recovery or settlement before any costs, expenses, or disbursements are deducted. The Client understands and agrees that all costs, expenses, and disbursements are paid out of the Client’s portion of the recovery, and not out of the Attorneys’ fee.

The interest assigned and conveyed to Attorneys is based upon the total amount recovered, and the fact that some portion of the amount recovered may be designated as “attorneys fees” by the Court or settling party will not limit the compensation to be paid under this Agreement.

It is understood and agreed that the Client is employing Attorney as set forth herein, and that if no recovery is made, Client will not owe Attorney any sums whatsoever as Attorneys' fees or expenses.

#### **IV. No Guarantee of Results**

It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case, and Attorneys have not represented to the Client that the Client will recover any damages, compensation or other funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing parties will be capable or willing to satisfy the judgment.

#### **V. Court Costs and Expenses**

Attorneys may advance any or all of the court costs and expenses that appear to the Attorneys to be reasonably necessary for the investigation, preparation, trial, and/or settlement of this matter. The Client agrees that all other such costs and expenses advanced or incurred by the Attorneys shall be deducted from any recovery obtained for the Client by Kelley & Ferraro, LLP on any matter which Kelley & Ferraro, LLP represents the Client. The Attorneys' contingency fee shall be computed on the total recovery without deduction for costs, expenses, disbursements or subrogation reductions.

The terms "court costs" and "expenses" include, without limitation, filing fees, court costs, expert fees (regarding, without limitation, evaluation, reports and/or testimony), consultant fees, court reporter fees, record service fees, photocopying, postage, telephone, messenger and delivery charges, travel expenses, computer research fees, preparation of exhibits and photographs, investigative fees and expenses, court-mandated expenditures, specialized outside counsel fees and expenses (*i.e.*, probate, taxation, bankruptcy), any expenses of a structured settlement, medical records, subpoenas, and all other reasonable and necessary costs and expenses which the Attorneys in their professional judgment, determine to be reasonably needed to the prosecution and/or settlement of the Claims of the Client.

In the event it is necessary for the Attorneys to advance costs, such advancements may be taken in its entirety out of the Client's initial settlements or awards and/or out of any settlement or award obtained on the Client's behalf.

#### **VI. Cooperation of Client**

Client agrees to cooperate with Attorneys at all times. Client further agrees to keep Attorneys advised of Client's whereabouts (and provide changes of address and telephone numbers), shall appear on reasonable notice, shall appear for all depositions and court appearances upon reasonable notice, and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid Claims and causes of action of the Client.

Attorneys may, at their option, withdraw from the case and cease to represent Client should Client fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Claim.

### **VII. Power of Attorney/Proxy**

No settlement of said claims shall be made by the undersigned except by and through the Attorney. Client hereby gives Attorney the power and authority to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders and other papers which Client could properly execute, and to receive in the name and stead of Client any monies or other things of value which may properly be payable to deliverable to Client on account of any judgment recovered or any settlement agreed to in connection with the claims described herein. Client hereby expressly gives Attorney the power, authority, and proxy to vote in their stead in any and all bankruptcy matters.

### **VIII. Association of or Assignment to Other Attorneys**

Attorneys may associate any other attorney in the representation of the claims. Further, Attorneys may assign this matter and this Agreement to other attorneys of their choice upon notice to and consent of the Client. Client understands that the attorneys of Kelley & Ferraro, LLP may be sharing attorneys' fees and expenses with other lawyers or law firms and Client consents to any such fee and expense sharing agreement. Client further understands that any such fee and expense sharing agreement reached between the attorneys of Kelley & Ferraro, LLP and any other lawyers or law firms will NOT change in any manner the contractual obligation as detailed in this Agreement.

### **IX. Technology-Related Confidentiality Issues**

Client understands and acknowledges that, like most practicing attorneys, Kelley & Ferraro, LLP, or Attorney uses many available technologies. These include email, electronic databases of important information, including client confidential information, as well as the Internet for factual and legal research, storage, access to, and sharing of documents and information among authorized persons. Although Kelley & Ferraro, LLP, or Attorney takes all reasonable precautions to preserve and maintain the confidentiality of our clients' information, in light of the constantly changing technological environment, Attorney cannot guarantee that some of that information will not be intercepted, accessed by, or revealed to unauthorized persons, without Attorney's knowledge. By accepting legal assistance from Kelley & Ferraro, LLP or Attorney, the Client understands and accepts these risks and undertakes to raise any concerns about this aspect of our representation with Attorney working on the Matter.

### **X. Termination of Representation**

Client may, at any time and for any reason, discharge Kelley & Ferraro, LLP from

representing them. Attorney may terminate this Agreement and cease representation of Client if Client does not meet his or her responsibilities in this Matter, as outlined herein. Attorney may also terminate this Agreement if, in Attorney's determinations, it would be infeasible to continue representation. Attorney will provide Client with reasonable advance notice before any termination of this Agreement.

Client understands that Attorney will not be responsible for any work on the Matter after the Representation Period, except as may be required by the Rules of Professional Conduct and/or an order of the court in which Client has a pending case. Client authorizes Attorney to move to withdraw from representation if the Matter involves pending litigation at the end of the Representation Period, and Client specifically consents to such withdrawal, provided that Attorney takes all action reasonably necessary to ensure that Client's case is not compromised and that Client has an adequate opportunity to obtain new representation.

If the Representation Period ends for any reason and Client notifies Attorney that Client has engaged a new attorney or otherwise notifies Attorney that Client has obtained a new attorney to represent Client in connection with the Matter, that notification will constitute authorization for Attorney to provide the succeeding attorney with full access to Client's file from Attorney, including all confidential and privileged information contained therein and to communicate freely with the attorney and attorney's employees about the Matter. Client agrees that Attorney has a claim for expenses of litigation and unpaid Attorney fees which will become due upon receipt of clients' termination notification.

### **IX. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to its subject matter.

Client certifies and acknowledges that Client has had the opportunity to read this five (5) page Agreement, has been provided a copy of this Agreement, and has knowingly and voluntarily entered into this Agreement fully aware of its terms and conditions. Client further certifies and acknowledges that the decision to pursue these claims and to employ these particular Attorneys are solely Client's independent decisions after carefully considering the matters.

EXECUTED on the day and year noted above.

CLIENT SIGNATURES:

ATTORNEY SIGNATURE:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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JOHN MARTIN MURPHY (0066221)  
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