



CITY OF FAIRVIEW PARK  
CITY COUNCIL MEETING  
**AGENDA**

---

**MONDAY, JANUARY 13, 2020**

**COMMITTEE MEETING**

7:00 p.m. - Council Caucus Room

**MEETING CALLED TO ORDER**

**ROLL CALL**

**EXECUTIVE SESSION**

**FINANCE** – Councilwoman King, Chair | Councilwoman Adler, Vice Chair

- ✧ Ord. 20-01 | Issuance and Sale of Bond Notes for Gemini Roof Replacement Project\_Refinance
- ✧ Ord. 20-02 | Fire Contract 2020-2022
- ✧ Res. 20-01 | Awarding Active Interim and Inactive Deposits 2020-2024
- ✧ Ord. 19-70 | Authorizing Contract with Mackay Engineering for 2020-2023
- ✧ Res. 19-22 | 2020 Area Agency on Aging Contract
- ✧ Issues:
  - Solid Waste Fees
  - Budget Discussion

**LOCAL GOVERNMENT & COMMUNITY SERVICES COMMITTEE** – Councilman Wering, Chair | Councilman Simmerly, Vice Chair

- ✧ 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

**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. 20-01  
REQUESTED BY: MAYOR PATRICK COONEY  
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,250,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, REPAIRING AND EQUIPPING THE ROOF OF THE CITY'S RECREATION COMPLEX, AND IMPROVEMENTS APPURTENANT THERETO, AND RELATED BUILDING AND SITE IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 19-02, passed on February 4, 2019, the City issued notes in the aggregate principal amount of \$1,250,000, dated as of February 21, 2019 (the Outstanding Notes), were issued for the purpose stated in Section 1 thereof, to mature on February 20, 2020; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to issue the notes authorized in this Ordinance to retire, together with any other funds available to the City, the Outstanding Notes; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is twenty years, and the maximum maturity of the Notes described in Section 3 is twenty years from February 21, 2019;

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

Section 1. It is necessary to issue bonds of this City in an aggregate principal amount not to exceed \$1,250,000 (the Bonds) for the purpose of constructing, reconstructing, repairing and equipping the roof of the City's recreation complex, and improvements appurtenant thereto, and related building and site improvements.

Section 2. The Bonds shall be dated approximately February 1, 2021, shall bear interest at the now estimated rate of 6% per year, payable semi-annually until the principal amount is paid, and are estimated to mature in twenty annual principal installments on February 1 of each year that are in such amounts that the principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be August 1, 2021 and the first principal payment on the Bonds is estimated to be February 1, 2022.

Section 3. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$1,250,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose (the Paying Agent), or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City at any time within six months of maturity (the Prepayment Date) as provided in this

Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that the entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance.

As used in this Section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus any accrued interest to the original purchaser identified by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Clerk of Council, the Director of Law and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent that other funds are available for the payment of debt charges on the Notes and Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of the funds so available and appropriated.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Notes were designated as “qualified tax exempt obligations” pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Outstanding Notes from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the Notes as “qualified tax exempt obligations” and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax exempt obligations”, it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. The Clerk of Council is directed to deliver a certified copy of this ordinance to the County Fiscal Officer.

Section 12. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City of Fairview Park have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this ordinance were taken, and that all deliberations of this Council and of any committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 14. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective so that the Notes may can be sold at an early date, to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 01.06.20  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

Liz L. Westbrooks, Clerk of Council

## **FISCAL OFFICER'S CERTIFICATE**

To the Council of the City of Fairview Park, Ohio:

As fiscal officer of the City of Fairview Park, I certify in connection with your proposed issue of not to exceed \$1,250,000 notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of constructing, reconstructing, repairing and equipping the roof of the City's recreation complex, and improvements appurtenant thereto, and related building and site improvements, that:

1. The estimated life or period of usefulness of the improvements described above is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty years, this being my estimate of the minimum period of life or usefulness of the improvements. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years must be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is twenty years from February 21, 2019, the date of issuance of the original notes issued for this purpose.

Dated: January 6, 2020

\_\_\_\_\_  
Director of Finance  
City of Fairview Park, Ohio

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 20-02  
REQUESTED BY: MAYOR PATRICK COONEY  
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FAIRVIEW PARK, OHIO TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 1057, AFL-CIO (IAFF) AND DECLARING AN EMERGENCY

WHEREAS, the Administration has conducted negotiations with the International Association of Professional Firefighters, Local 1057, AFL-CIO as the bargaining representative for certain employees of the Fire Department for 2020-2022, as provided in the current Collective Bargaining Agreement; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, the Administration has reviewed such proposal; recommends it to Council; and requests that Council ratify and adopt such Agreement.

**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 International Association of Professional Firefighters Local 1057, AFL-CIO on behalf of certain employees of the Fire Department, 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. 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 any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

SECTION 4. 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 will immediately comply with the terms of the agreement, 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: 01.06.20  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

Liz L. Westbrooks, Clerk of Council

**AN AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRVIEW PARK, OHIO**

**and**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1057, AFL-CIO**

**Effective January 1, 2020 through December 31, 2022**

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - PURPOSE AND INTENT.....	1
ARTICLE 3 - RECOGNITION .....	1
ARTICLE 4 - MANAGEMENT RIGHTS .....	1
ARTICLE 5 - NO-STRIKE .....	3
ARTICLE 6 - DUES DEDUCTIONS .....	3
ARTICLE 7 - NON-DISCRIMINATION .....	4
ARTICLE 8 - PHONE PRIVILEGE .....	4
ARTICLE 9 - UNION BUSINESS.....	4
ARTICLE 10 - PRINTING AND SUPPLYING AGREEMENT .....	5
ARTICLE 11 - BULLETIN BOARDS.....	5
ARTICLE 12 - APPOINTMENTS AND VACANCIES .....	6
ARTICLE 13 - RULES AND REGULATIONS .....	6
ARTICLE 14 - PERSONNEL FILES AND POLICY .....	7
ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE.....	8
ARTICLE 16 - LOCKERS .....	8
ARTICLE 17 - CONTRACTING.....	8
ARTICLE 18 - PROBATIONARY PERIOD.....	8
ARTICLE 19 - DEFINITION OF SENIORITY .....	9
ARTICLE 20 - TRANSFERS.....	11
ARTICLE 21 - SEVERANCE PAY.....	11
ARTICLE 22 - TOUR & STAND-BY .....	11
ARTICLE 23 - SANITATION, MAINTENANCE AND UPKEEP .....	11
ARTICLE 24 - LIGHT DUTY .....	12
ARTICLE 25 - MILITARY LEAVE.....	12
ARTICLE 26 - ABSENCE FOR COURT APPEARANCES .....	12
ARTICLE 27 - JURY DUTY .....	13
ARTICLE 28 - MATERNITY LEAVE.....	13
ARTICLE 29 - FUNERAL LEAVE.....	13
ARTICLE 30 - SICK LEAVE .....	13

ARTICLE 31 - INJURY LEAVE.....	16
ARTICLE 32 - VACATION LEAVE .....	17
ARTICLE 33 - HOLIDAYS.....	18
ARTICLE 34 - WORKWEEK.....	19
ARTICLE 35 - OVERTIME.....	19
ARTICLE 36 - PAY DAY .....	20
ARTICLE 37 - HOSPITALIZATION/LIFE INSURANCE .....	20
ARTICLE 38 - RATES OF PAY.....	23
ARTICLE 39 - TUITION REIMBURSEMENT .....	24
ARTICLE 40 - LIABILITY.....	24
ARTICLE 41 - MILEAGE .....	24
ARTICLE 42 - SCHOOLING .....	24
ARTICLE 43 - PENSION “PICK-UP” .....	25
ARTICLE 44 - LONGEVITY .....	25
ARTICLE 45 - UNIFORM ALLOWANCE.....	26
ARTICLE 46 - DRUG FREE WORK PLACE .....	26
ARTICLE 47 - TOTAL AGREEMENT.....	27
ARTICLE 48 - CONFORMITY TO LAW .....	27
ARTICLE 49 - OBLIGATION TO NEGOTIATE.....	27
ARTICLE 50 - GENDER AND PLURAL.....	28
ARTICLE 51 - HEADINGS.....	28
ARTICLE 52 - GRIEVANCE PROCEDURE .....	28
ARTICLE 53 - ARBITRATION PROCEDURE .....	32
ARTICLE 54 - DURATION .....	33
ARTICLE 55 - EXECUTION .....	33
EXHIBIT A .....	35
EXHIBIT B .....	36
MEMORANDUM OF UNDERSTANDING NUMBER ONE.....	37
MEMORANDUM OF UNDERSTANDING NUMBER TWO .....	38

**ARTICLE 1 - PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Fairview Park, Ohio, hereinafter referred to as the “Employer” and the International Association of Fire Fighters, Local 1057, AFL-CIO, hereinafter referred to as the “Union.”

**ARTICLE 2 - PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote efficiency and service to the citizens of the City of Fairview Park, Ohio; 4) to avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3 - RECOGNITION**

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the positions of fireman, lieutenant and captain, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right

to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 7) determine the type of equipment used and the sequence of work processes; 8) determine the making of technological alterations by revising either process or equipment, or both; 9) determine reasonable work standards and the work to be performed; 10) select and locate buildings and other facilities; 11) establish, expand, transfer and/or consolidate work processes and facilities; 12) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 13) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

4.03 The Employer reserves the right to establish policies and procedures to insure the City's compliance with the federal Americans with Disabilities Act and the federal Family and Medical Leave Act.

**ARTICLE 5 - NO-STRIKE**

5.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be grounds for disciplinary action.

5.04 The Employer agrees not to lock out any employees.

**ARTICLE 6 - DUES DEDUCTIONS**

6.01 During the term of this agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first and second pay checks of each month in equal amounts. If the employee's pay for a pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made. The Union may change the amount deducted from its members

on a semi-annual basis. The Union agrees to notify the Finance Director in writing thirty (30) days prior to any anticipated changes.

6.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE 7 - NON-DISCRIMINATION**

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

7.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

7.03 There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for any lawful activity on behalf of or membership in the Union.

#### **ARTICLE 8 - PHONE PRIVILEGE**

8.01 Employees shall have reasonable access and use of the non-emergency fire department telephones, for personal non-toll calls, at the Employer's expense, providing such use does not interfere with the employees' work or the operation of the Department.

#### **ARTICLE 9 - UNION BUSINESS**

9.01 Employees elected or appointed to represent the Union shall be granted time to perform activities related to the grievance procedure without loss of pay. Union activities may be allowed at the fire station. Union meetings shall be permitted in the recreation room and kitchen

area of the fire station, and all on-duty Union members shall be allowed to attend, providing such activity, meetings and attendance does not interfere with the operation of the Department and the Employer is notified in advance.

9.02 The Union President or designee shall be granted direct access to the Mayor, Fire Chief and Assistant Chief for the purpose of transacting matters relating to Union business.

9.03 The Employer shall permit the Union to use space in the classroom for two (2) file cabinets and typewriter, and shall allow the Union continued use of the storage area in the classroom closet until the Employer determines such space is needed for departmental use.

9.04 The Union President or his designee shall be entitled to not more than three (3) tours off in increments of not less than three (3) hours each, with pay, per calendar year, for the purpose of attending Union functions. The hours may be borrowed ahead from the following year and any unused hours may be carried over to the following year. The Union shall give the City not less than seven (7) calendar days' written notice of the use of such time, and such time shall be subject to the scheduling considerations as approved by the Fire Chief.

#### **ARTICLE 10 - PRINTING AND SUPPLYING AGREEMENT**

10.01 This Agreement shall be printed and supplied to each employee by the Employer at no cost to the employee.

#### **ARTICLE 11 - BULLETIN BOARDS**

11.01 The Employer shall supply the Union with a locked bulletin board, which will be located in the class room and bulletin board space in the kitchen. The Union shall be responsible for the care, maintenance and replacement of the locked bulletin board. The Employer shall have the right to order in writing the removal of any material not in conformance with paragraphs 11.02 and 11.03 below.

11.02 No notices, memoranda, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such posted material to the Employer upon the posting of such material.

11.03 All material shall be dated as the date of posting and shall be removed after being posted for fourteen (14) calendar days or the day after the event being advertised if such event is scheduled to occur later than fourteen (14) days from the date of posting.

### **ARTICLE 12 - APPOINTMENTS AND VACANCIES**

12.01 All officers and fire fighters shall be appointed pursuant to the rules and regulations of the Civil Service Commission.

12.02 The Employer and the Union agree that the Employer retains the right to administer promotional tests for the ranks of Lieutenant and Captain. The parties agree that such promotional tests will be administered and scored by an independent professional testing service. Scores will be allocated between written and seniority components. After the written test is scored with a value of up to one hundred (100) points, seniority points of no more than ten (10) will be added.

### **ARTICLE 13 - RULES AND REGULATIONS**

13.01 It is agreed that a committee of bargaining unit members shall be established for the purpose of evaluating the Fire Department's Rules and Regulations. The Committee shall consist of not more than three (3) bargaining unit members.

13.02 The Committee will submit any recommendations in written form to the Chief for his review and study. If any recommendations or proposals are rejected by the Chief, they shall be returned to the Committee for further review and study, and, if deemed appropriate, subsequent

resubmission to the Chief for his approval or disapproval or modifications. Any response by the Chief shall be made in a reasonable amount of time.

Should the Committee and the Chief be unable to agree over any work rule, the Mayor shall decide the issue.

13.03 Rules and regulations shall be administered as equitably as possible upon all employees.

#### **ARTICLE 14 - PERSONNEL FILES AND POLICY**

14.01 Understanding that in the Administration of the Department the Employer maintains individual personnel files, the employee may, and on an annual basis, be permitted to review their personnel file with at least a five (5) calendar day written request. In addition, a department member may inspect his/her file once in direct response to a pending grievance or official matter.

14.02 Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

14.03 When a department member is charged with or is under investigation for contended violations or departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the officer's name, photograph or personal information, and the extent of disciplinary action taken or contemplated until such time as final interdepartmental ruling has been made and served upon the officer.

14.04 Discipline will be treated as follows:

- (a) Written reprimands will no longer be counted if, after two (2) years, there have been no additional disciplinary violations.
- (b) Suspensions will no longer be counted if, after three (3) years, there have been no additional disciplinary violations.

Thereafter, such reprimand or suspension will not be used for future discipline.

**ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE**

15.01 There shall be created a Labor-Management Committee comprising of not more than three (3) representatives of the Employer and Union, respectively. Such Committee shall meet as requested by either party to discuss matters of mutual concern, except that matters subject to negotiations or grievance shall not be discussed without mutual agreement of the parties.

**ARTICLE 16 - LOCKERS**

16.01 Each employee shall normally be assigned two (2) personal lockers which shall be the sole responsibility of the employee to clean, and no other employee of the Employer, supervisory or otherwise, shall be permitted access to such personal lockers without the employee assigned to the lockers or Union representative being present at such inspection.

**ARTICLE 17 - CONTRACTING**

17.01 The Employer shall not contract out any work that results in the layoff of any members of the bargaining unit.

**ARTICLE 18 - PROBATIONARY PERIOD**

18.01 The probationary period for all newly hired employees shall not exceed twelve (12) months.

18.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees, and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

18.03 Employees shall not be entitled to sick leave, holidays or funeral leave, until the successful completion of sixty (60) continuous calendar days of employment.

18.04 Upon hire, an employee shall be provided an initial basic uniform issue, as determined by the Fire Chief. Upon the successful completion of ninety (90) continuous calendar

days of employment, the employee shall be given the difference between the cost of the initial uniform issue and the annual uniform allowance. An employee who voluntarily leaves the employment of the City of Fairview Park within the probationary period set forth in Section 18.01, above, shall be required to reimburse the City of Fairview Park for all training and uniform costs as a condition precedent to receiving his final paycheck.

### **ARTICLE 19 - DEFINITION OF SENIORITY**

19.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment.

19.02 An employee's seniority shall be terminated when one or more of the following occur:

- (a) He resigns;
- (b) He is discharged for just cause;
- (c) He is laid off for a period of time exceeding twelve (12) months;
- (d) He retires;
- (e) He fails to report for work two (2) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- (f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- (g) He refuses to recall or fails to report to work within five (5) working days from the date the employee receives a recall notice by certified mail.

19.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by their ranking on the Civil Service Eligibility list at time of hire.

19.04 Where, because of lack of work, lack of funds or reorganization resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its

workforce, the Employer shall give written notice to the Union President or his designee no less than fourteen (14) days in advance of any such layoff, indicating how many employees will be affected and what department(s) are being reduced. Such reduction shall be made in accordance with the provisions hereinafter set forth.

19.05 Employees within affected departments shall be laid off according to their relative seniority (within the department) with the least senior employees being laid off first, providing that all newly hired probationary employees are laid off first.

19.06 Recalls shall be in the inverse order of layoff and a laid-off employee shall retain high right to recall for twelve (12) months from the date of his layoff.

19.07 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

19.08 Employee(s) scheduled for layoff shall be given a minimum of seven (7) days' advance notice of layoff.

19.09 Each notice of layoff shall contain the following information:

- (a) The date of layoff or displacement becomes effective;
- (b) The employee's seniority date in the classification;
- (c) A statement advising the employee of the right to recall and re-employment.

19.10 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days.

19.11 Recall lists shall be kept current by the City. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

**ARTICLE 20 - TRANSFERS**

20.01 Any time a man is to be transferred for a non-emergency reason, he will be given seven (7) days' advance notice. This entire seven (7) day period, or any portion of it, may be waived by mutual consent of the person being transferred and the Department.

20.02 Any routine and non-emergency shift transfers being made by the Department for the coming calendar year shall be posted prior to November 30, providing the necessity of such transfer is known by the Employer. In the event such a transfer is made subsequent to vacation selection, the Employer shall make provisions to protect the employees selected vacation periods when possible.

**ARTICLE 21 - SEVERANCE PAY**

21.01 Any employee whose employment with the Employer is voluntarily terminated shall be paid all accrued time at his normal hourly rate, except as otherwise provided in this Agreement. Longevity and uniform allowance payments shall be prorated.

**ARTICLE 22- TOUR & STAND-BY**

22.01 Upon advance approval of the respective shift commanders, employees may exchange tours, or stand-by for each other providing the exchange does not interfere with the operation of the Fire Department.

**ARTICLE 23 - SANITATION, MAINTENANCE AND UPKEEP**

23.01 The Employer agrees to supply and make available all materials required in the necessary day-to-day maintenance and upkeep of the Fire Station. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within the Fire Station.

23.02 The employer agrees to provide \$1,000.00 for the Fairview Park Fire Department to purchase "household items" for the firehouse, effective for one year upon passage of this

agreement by Fairview Park City Council. For the purposes of this clause, “household items” do not include major appliances (stoves, refrigerators, microwave ovens, etc.) or maintenance items. The Fire Department will follow the requirements of the finance department for expending these funds.

#### **ARTICLE 24 - LIGHT DUTY**

24.01 When a member of the Fire Department is found to be fit to return to duty in a capacity less than normally performed, he may, at the discretion of the Employer, be returned to a status of Light Duty. All requests by employees for light duty shall be filed in writing, and must be with the express authorization, in writing, of the employee's personal physician. Based upon scheduling and performance considerations, such requests for light duty shall not be unreasonably denied.

#### **ARTICLE 25 - MILITARY LEAVE**

25.01 Any employee who is a member of the reserve forces of the United States or of the State of Ohio, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a paid leave of absence during the period of such activity but not to exceed fifteen (15) calendar days in any calendar year. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

#### **ARTICLE 26 - ABSENCE FOR COURT APPEARANCES**

26.01 The Employer shall grant employees an absence without pay for court appearances, other than those pertaining to jury duty or court leave.

26.02 Any employee required to appear in court on behalf of the Employer due to a duty-related incident shall be paid a minimum of two (2) hours' pay or two (2) hours' work at the employees' regular rate of pay or regular overtime rate, as appropriate.

**ARTICLE 27 - JURY DUTY**

27.01 Any employee required to serve as a juror shall suffer no loss in pay for such time served, providing the employee surrenders any compensation paid for such jury duty to the Employer.

**ARTICLE 28 - MATERNITY LEAVE**

28.01 An employee who becomes pregnant may utilize sick leave benefits for periods of incapacitation, as though such sick leave was for any type of illness, at any time during her term of pregnancy. She may be granted up to a one (1) year leave of absence, without pay, which shall not extend later than fifty-two (52) weeks after the date of termination of her pregnancy.

**ARTICLE 29 - FUNERAL LEAVE**

29.01 Employees shall be entitled to one (1) tour of duty off with pay, upon a death in the immediate family, for the purposes of attending such relative's funeral. For the purpose of this article, "immediate family" shall be defined as including the employee's parents, spouse, child, brother, sister, parents-in-law, grandparents, grandchildren, and brother and sister-in-law if actually residing with the employee. If a death in the immediate family occurs while the employee is on duty, he shall be excused for the remainder of the tour, and such time shall not be charged to leave of any kind. In the event the brother or sister-in-law does not reside with the employee, leave shall be permitted only to the extent that the employee attends the funeral and returns to his shift. If the death occurs outside of the State of Ohio, the employee shall be granted a leave of absence of seven (7) days. Leave shall commence at the time of death and shall not be deducted from sick leave.

**ARTICLE 30 - SICK LEAVE**

30.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to

other employees; 3) serious illness, injury or death in the employee's immediate family; and/or (4) the birth of a child. Sick leave for paternity purposes shall not be used in excess of three(3) tours of duty per birth. In cases of birth complications accompanied by a physician's note, sick time can continue to be used by the employee. Routine medical, dental, and optical examinations will not be covered by sick leave.

30.02 All employees shall earn sick leave at the rate of five and seventy-three hundredths (5.73) hours for every ninety-nine and six tenths (99.6) hours worked and may accumulate such sick leave to an unlimited amount.

30.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one hour before the start of his work shift each day he is to be absent.

30.04 Sick leave may be used in segments of not less than one (1) hour.

30.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to the Employer, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than one (1) tour of duty must supply a physician's report to be eligible for paid sick leave.

30.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

30.07 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Excessive use shall be defined as situations where sick leave usage exceeds the annual accrual rate for non-bona fide medical reasons.

30.08 The Department Head may require an employee who has been absent due to serious personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician knowledgeable in the field designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

30.09 When the use of sick leave is due to illness or injury in the immediate family, “immediate family” shall be defined to only include the employee's spouse, children, and parents actually residing with the employee. When the use of sick leave is due to death in the immediate family, “immediate family” shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-law, grandparents and grandchildren.

30.10 An employee who is laid off will, if recalled, have available for his necessary use any unused sick leave existing at the time of his layoff. An employee who transfers from another public employer in the State of Ohio within ten (10) years of separation of such employer shall be credited with the unused balance of his accumulated sick leave, providing such sick leave was not “bought out” upon his separation.

30.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (½) the total number of accumulated but unused sick hours earned by the employee, as certified

by the Finance Director, providing that such resulting number of hours to be paid shall not exceed one thousand three hundred and seven (1,307) hours.

30.12 Employees who do not use sick leave during each calendar month shall be entitled to two and one half (2½) hours of comp time for each month in which no sick leave is used. Payout of this comp time is specifically described in section 35 of this contract.

### **ARTICLE 31 - INJURY LEAVE**

31.01 When an employee is injured in the line of duty, while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, provided he files under Workers' Compensation rules and regulations of the State of Ohio for monetary compensation for his injuries incurred as a City employee.

31.02 An absence for a period of three (3) consecutive tours of duty or less may not be charged against accumulated sick leave for minor work-related injuries not covered above if an employee supplies adequate and written proof from the health care provider treating his injuries to his Department Head.

31.03 It is the employee's responsibility to provide the "burden of proof" upon the official written request of the Bureau of Workers' Compensation in order for the Bureau to certify his claim. If the failure to provide timely information by the employee prevents the certification of the employee's claim, injury leave will be denied by the Employer and will result in the appropriate charge to the employee's accumulated sick leave balance. If information is not provided through no fault of the employee, injury leave will not be denied for failure of the employee to provide "burden of proof."

31.04 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional ninety (90) calendar day periods, or parts thereof. An employee may, before the end of the second ninety (90) day leave period, provide

the Employer a written statement from the employee's treating physician which states that the employee is not permanently disabled and will probably return to work before the end of a third ninety (90) day period, or such reasonable extension thereof as is agreed to by the Employer. Based on such representation, the Employer may, at its discretion, grant such additional ninety (90) day leave.

31.05 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The physician shall be knowledgeable in the field to treat and diagnose affected area/injury, and such exam shall be paid by the City. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

### **ARTICLE 32 - VACATION LEAVE**

32.01 Vacation allowance shall be earned annually based on the following schedule:

40 hour week   49.8 hour week

2 weeks	5 24-hour tours of duty after 1 year
3 weeks	7 24-hour tours of duty after 5 years
4 weeks	10 24-hour tours of duty after 10 year
5 weeks	12 24-hour tours of duty after 15 years
6 weeks	15 24-hour tours of duty after 23 years

32.02 Vacations shall be selected within each shift by first the shift captain, then the shift lieutenant and then fire fighters by seniority. The senior man shall begin the selection process under the following guidelines — he may elect to take as many earned vacation days in a row as he is entitled to, or he may choose any number of tours to be used randomly, up to seven (7), if eligible. The selection will then pass to the next senior man for his selection, pursuant to the above.

After all shift members have made that selection, the choice shall return to the senior man on the shift and he will pick his remaining vacation in any increment of days that he so desires.

32.03 Vacations can start on any regularly scheduled work day.

32.04 Vacations will be picked by January 1 of each year.

32.05 Days off shall be taken in the following priority:

- (a) vacation time;
- (b) holidays; and
- (c) hours days.

32.06 Vacation eligibility will be re-established if a verified illness or injury incapacitating the employee causes a vacation period to be changed.

### **ARTICLE 33 - HOLIDAYS**

33.01 Every member of the Fire Department who works a twenty-four (24) hour tour of duty shall be entitled to be off one (1) working day every three (3) months, plus three (3) additional working days off selected at random during the calendar year. All such days off shall be in lieu of any holidays. Each day off will be equal to one (1) twenty-four (24) hour tour of duty.

33.02 Any member of the Fire Department working a forty (40) hour workweek shall have the following days off with pay: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, their birthday and four (4) extra days selected randomly during the calendar year. If any of the aforesaid days falls on a Saturday or Sunday, when such holiday is not being observed on Monday, such employee shall receive comparable time off with pay on a date designated by the Mayor...

33.03 An employee shall be paid an additional twelve(12) hours for each holiday actually worked, the following shall be designated as holidays:

New Year's Day  
Christmas Day  
Labor Day

Thanksgiving Day  
July 4th

Memorial Day  
Employee's Birthday

33.04 Any employee who works on a state recognized holiday, not to exceed ten (10) holidays, shall be paid an additional one(1) hour for each two(2) hours for each such shift worked.

33.05 In the event any employee is transferred to another shift, and has previously selected a holiday, to the extent that such holiday will not require the replacement of the employee, at an overtime rate, such holiday selection will stand as made.

33.06 Employees who work on Thanksgiving, Christmas and New Year's Day shall be paid at time and one-half (1½).

#### **ARTICLE 34 - WORKWEEK**

34.01 Employees shall work a normal average workweek of forty-nine and eight tenths (49.8) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.

In order to comply with the Fair Labor Standards Act, each employee shall receive one (1) day off, each twenty-seven (27) day work period, in accordance with existing departmental policy.

#### **ARTICLE 35 - OVERTIME**

35.01 All overtime shall be paid according to the respective employee's forty-nine and eight-tenths (49.8) hour rate, times one and one-half (1½).

35.02 Any off-duty employee called into work to staff the station during an emergency shall be granted a minimum of three and one half (3½) hours' pay, or work, at the overtime rate set forth in paragraph 35.01 above, so long as such time does not overlap or abut the employee's regularly scheduled shift. Any off-duty employee called into work to provide coverage for on-duty employee that has been called in for a random drug test shall be granted a minimum of two (2) hours pay, or work, at the overtime rate set forth in paragraph 35.01 above. Any off-duty employee that attends a "we-share" provided paramedic class shall be granted a minimum of two (2) hours pay, or work, at the overtime rate set forth in paragraph 35.01 above. .

35.03 Each member of the bargaining unit has the option of receiving pay, or compensatory time not to exceed one hundred twenty (120) hours, for hours of overtime worked. The employee may choose whether to be paid or bank overtime hours. If an employee's "comp bank" reaches one hundred twenty (120) hours, all overtime thereafter shall be paid. The Employer will update the "comp bank" records on a quarterly basis. Comp time may be taken off at times approved of by the Fire Chief or his designee and not causing further overtime for replacement. Compensatory time will be scheduled by the employee subject to the approval of the Chief or his designate

35.04 Employees shall be able to cash out the actual dollar amount of accumulated comp time, provided the following:

- (a) Employees may cash out up to sixty (60) hours of accumulated comp time each payout period in whole hour increments.
- b) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout.
- (c) Payouts of accumulated comp time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

35.05 Effective January 1, 1991, overtime shall be paid at the forty-nine and eight-tenths (49.8) hour rate.

#### **ARTICLE 36 - PAY DAY**

36.01 The bi-weekly paychecks shall be made available to employees no later than 4:00 p.m. on Thursday of pay week, unless unforeseen circumstances occur in the Finance Department.

#### **ARTICLE 37 - HOSPITALIZATION/LIFE INSURANCE**

The City and all employees have cooperated in the creation of the new medical insurance program.

37.01 (1) Commencing January 1, 2020 and effective through December 31, 2022, the Employee will pay fifteen (15%) of the core insurance plan offered by the city, which is the HSA plan. Employees also have an option of choosing an EPO plan which will have a monthly buy-up charge of a \$100.00 per month for the family plan. The EPO buy-up plan will be offered in 2020 and subject to continuation from Summit County for the remainder years of contract. The employee with the family coverage shall pay ten dollars (\$10) per month for dental care and one dollar (\$1) per month for vision care; the employee with the single plan shall pay five dollars (\$5) per month for dental care and fifty-cents (\$0.50) per month for vision care.

- (a) Employees who opt out of the City provided medical plan after January 1, 2012 will be compensated on the following basis:

- Single — \$50.00 per month payment
  - Family — \$100.00 per month payment

- Employees who opt out of the City provided plan must submit a letter to the Finance Director demonstrating proof of medical coverage by another plan.

- (b) The Employer expressly reserves the right to change coverages or carriers, so long as the new coverage is commensurate with or better than the existing coverage. Coverage under this Contract includes Medical Benefits, Prescription Benefits, Dental Benefits and Vision Benefits, the details of which are included in the plan document provided to employees by the carrier.
- (c) In the event of any dispute as to coverage hereunder, such dispute must be addressed by the employee to the appeal committee set forth in the handbook and shall not be subject to any grievance or arbitration procedure herein contained.

37.02 The City will administer for the benefit of the employees:

- (a) A Health Savings Account (HSA);
  - 1) For the Single Plan, the City will contribute fifty percent (50%) of the HSA, as mandated by the federal government, towards the deductible, payable in accordance with paragraph 37.02 (c);

2) For the Family Plan, the City will contribute fifty percent (50%) of the HSA, as mandated by the federal government, towards the deductible, payable in accordance with paragraph 37.02 (c);

(b) A Health Flexible Savings Account (FSA);

Both accounts will be administered in compliance with applicable Internal Revenue Codes.

(c) The City will make HSA contributions in January and July of each year, or upon request in the event of special need with approval of the Mayor. Since the HSA contribution is an earned benefit and is being made in advance, upon termination of employment, the City shall be entitled to recoup any portion of the HSA contribution that has not been earned on a prorata basis. The City may recoup such amount by set off against any payments due from the City to the employee or otherwise.

37.03 The City shall establish a Cost Containment Committee. The Union shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. The Committee shall meet on a quarterly basis or more often as needed. After reviewing the recommendations of the Cost Containment Committee, the City shall make a final decision based on sound fiscal management of the City and deliverance of the most cost-efficient health care coverage to its employees.

If healthcare plan costs (medical, prescription drug, vision, and dental,) jointly or separately, increase by 5% or more per year, the City and Union agree to reopen the healthcare provisions of the contract to explore other healthcare plan options within the Summit Regional Healthcare Consortium.

37.04 The Employer shall pay the full premium for a fifty thousand dollar (\$50,000.00) term life insurance policy for each employee with an additional fifty thousand dollar (\$50,000.00) policy for accidental death.

**ARTICLE 38 - RATES OF PAY**

38.01 All bargaining unit employees' basic wages are set forth in Exhibit A. Increases are calculated as follows:

2020	2.5%
2021	2.5%
2022	2.5%

38.02 The City shall maintain a thirteen percent (13%) differential between the Lieutenant's base wage and the base wage of the City's highest fire fighter's base rate, and a thirteen percent (13%) differential between the Lieutenant's base wage and the Captain's base wage.

38.03 When an ambulance is required to respond to an emergency and the officer on -duty is not in command of that squad, a fire fighter appointed by the Chief or his designee, will be designated as the squad leader and will receive forty-four dollars (\$44.00) per twelve (12) hour time period that the fire fighter is designated as the squad leader.

38.04 Hazardous Material Pay.

(a) Hazardous Material Operations Pay. All certified employees, not otherwise receiving hazardous materials technician pay under Section 38.04(b), shall receive a Three Hundred Dollars (\$300.00) annual bonus.

(b) Hazardous Material Technician Pay. All certified employees (no more than six (6)) shall receive a Five Hundred Fifty Dollar (\$550.00) annual bonus.

38.05 Base rates of pay are hereby attached hereto and made a part hereof and marked Exhibit "A."

38.06 Any new employee hired after May 1, 2009 shall be paid as provided in Exhibit B attached hereto and made a part hereof.

**ARTICLE 39 - TUITION REIMBURSEMENT**

39.01 The City will reimburse tuition, or registration, on a course basis for a work-related course of study in fire science, medical, or other approved course to an employee who receives a grade of “B” or better, or a certificate of completion, in the course. This reimbursement is limited to a lifetime maximum per employee of Five Thousand Dollars (\$5,000.00).

**ARTICLE 40 - LIABILITY**

40.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Fairview Park.

40.02 The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

40.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

**ARTICLE 41 - MILEAGE**

41.01 All employees when required by the Employer to use their own vehicle for the Employer's business shall be paid mileage according to existing ordinance.

**ARTICLE 42 - SCHOOLING**

42.01 When the Employer requires an employee to participate in assigned extra education or training, all tuition expenses and lodging will be paid by the Employer.

42.02 When a member is sent to school for five (5) days or more, the member shall be on a forty (40) hour work week, commencing Sunday through Saturday.

42.03 In the event an employee is required to attend training out of town, accommodations will be arranged at a place of lodging giving the employee a private room with a private bath. Upon the presentation of proper receipts, the employee may be reimbursed up to fifty dollars (\$50.00) per day for allowable expenses as defined by the Finance Department.

### **ARTICLE 43 - PENSION "PICK-UP"**

43.01 As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund (PFDPF,) the Employer agrees to implement the "salary reduction" method for pension "pick-up." Such plan will take effect upon approval of the Pension Board.

43.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take home pay.

### **ARTICLE 44 - LONGEVITY**

44.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in a lump sum in the first pay period in December of each year. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5 <sup>th</sup> Anniversary	\$ 500.00	16 <sup>th</sup> Anniversary	\$1,600.00
6 <sup>th</sup> Anniversary	\$ 600.00	17 <sup>th</sup> Anniversary	\$1,700.00
7 <sup>th</sup> Anniversary	\$ 700.00	18 <sup>th</sup> Anniversary	\$1,800.00
8 <sup>th</sup> Anniversary	\$ 800.00	19 <sup>th</sup> Anniversary	\$1,900.00
9 <sup>th</sup> Anniversary	\$ 900.00	20 <sup>th</sup> Anniversary	\$2,000.00
10 <sup>th</sup> Anniversary	\$1,000.00	21 <sup>st</sup> Anniversary	\$2,100.00
11 <sup>th</sup> Anniversary	\$1,100.00	22 <sup>nd</sup> Anniversary	\$2,200.00
12 <sup>th</sup> Anniversary	\$1,200.00	23 <sup>rd</sup> Anniversary	\$2,300.00
13 <sup>th</sup> Anniversary	\$1,300.00	24 <sup>th</sup> Anniversary	\$2,400.00
14 <sup>th</sup> Anniversary	\$1,400.00	25 <sup>th</sup> Anniversary	\$2,500.00
15 <sup>th</sup> Anniversary	\$1,500.00		

#### **ARTICLE 45 - UNIFORM ALLOWANCE**

45.01 The Employer will pay all employees a uniform allowance annually, in two equal payments according to the following schedule:

Effective 2020 — \$1,650.00

Effective 2021 — \$1,650.00

Effective 2022 — \$1,650.00

45.02 The Employer shall continue to provide the appropriate “turn-out” gear to employees.

45.03 The Employer shall buy initial issue uniforms and replace torn and damaged uniforms, except for wear and tear. In the event the Employer substantially changes the employee “uniform,” or any part thereof, the Employer shall provide one (1) issue of those uniform items that have changed to each employee. In the event of a change as contemplated above, each employee shall be subject to an annual deductible of twenty-five dollars (\$25.00).

#### **ARTICLE 46 - DRUG FREE WORK PLACE**

The parties agree to a random drug-free workplace program as defined by the State of Ohio Bureau of Workers' Compensation on the basis that all employees in the City will be subject to such program.

**ARTICLE 47 - TOTAL AGREEMENT**

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice to the Union.

47.02 Any such modification(s) or discontinuance(s) shall be implemented in an equitable and non-discriminatory manner.

**ARTICLE 48 - CONFORMITY TO LAW**

48.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

48.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between, the parties or in one not between the parties but controlling by reasons of facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

**ARTICLE 49 - OBLIGATION TO NEGOTIATE**

49.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

49.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

#### **ARTICLE 50 - GENDER AND PLURAL**

50.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 51 - HEADINGS**

51.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section not effect any interpretation of any article or section.

#### **ARTICLE 52 - GRIEVANCE PROCEDURE**

52.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. All grievances shall be submitted on proper form.

52.02 For the purposes of this procedure, the below listed terms are defined as follows:

(a) Grievance — A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.

(b) Aggrieved party — The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

(c) Party in Interest — A “party in interest” shall be defined as any employee of the employer named in the grievance who is not the aggrieved party.

Days — A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

52.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

(a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged event or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

(c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

(d) The preparation and processing of grievances may be conducted during working hours, providing such preparation and processing does not interfere with the operation of the Department.

(e) The aggrieved party or Union representative, or necessary witnesses, shall suffer no loss in pay for time away from their City job while attending meetings pursuant to steps of the grievance procedure when scheduled at the Employer's convenience or arbitration hearings.

(f) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

(g) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.

(h) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

(i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

(j) This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

(k) All grievances resulting from Department Policy or Order, or at the Chief's level, shall commence at Step 3 of the grievance procedure. All other grievances shall commence at Step 1 unless specified differently herein.

(l) Upon answering the grievance, the City shall provide, to the Union, a copy of the grievance, as filed, and the City's answer thereto. The Union may keep the original of the grievance but must submit to the City a copy bearing the original signature of the Union president.

52.04 All grievances shall be administered in accordance with the following steps of the grievance.

**Step 1:** An employee who believes he may have a grievance shall notify his immediate supervisors of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by

the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The employee may request the supervisor's decision to be in writing. If the supervisor fails to respond to the request for a written answer, the dispute shall be moved to Step 2.

**Step 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

**Step 3:** If the aggrieved party initiating the grievance is not satisfied within the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Chief within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and/or his representative, if he requests one. The Chief shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days from the date of the meeting.

**Step 4:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

#### **ARTICLE 53 - ARBITRATION PROCEDURE**

53.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then, within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternatively (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

53.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission

of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

53.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by mutual written agreement of the parties.

53.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

53.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

53.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

53.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

#### **ARTICLE 54 - DURATION**

54.01 This Agreement shall become effective on January 1, 2020, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2022.

#### **ARTICLE 55 - EXECUTION**

55.01 IN WITNESS THEREOF, the parties hereto have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057,  
AFL-CIO

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

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

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

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

CITY OF FAIRVIEW PARK, OHIO

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

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

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

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

The legal form and correctness of  
this document is hereby approved.

Director of Law  
City of Fairview Park

**EXHIBIT A****EMPLOYEES HIRED PRIOR TO MAY 1, 2009**

	<b>2020 Actual</b>	<b>2021 Actual</b>	<b>2022 Actual</b>
Captain	\$100,062.04	\$102,574.16	\$105,137.76
Lieutenant	\$88,564.32	\$90,791.48	\$93,070.12
Fireman 4	\$78,438.88	\$80,407.08	\$82,427.02
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A
	<b>2020 Biweekly</b>	<b>2021 Biweekly</b>	<b>2022 Biweekly</b>
Captain	\$3,848.54	\$3,945.16	\$4,043.76
Lieutenant	\$3,406.32	\$3,491.98	\$3,579.62
Fireman 4	\$3,016.88	\$3,092.58	\$3,170.27
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A
	<b>2020 Hourly</b>	<b>2021 Hourly</b>	<b>2022 Hourly</b>
Captain	\$38.64	\$39.61	\$40.60
Lieutenant	\$34.20	\$35.06	\$35.94
Fireman 4	\$30.29	\$31.05	\$31.83
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A

**EXHIBIT B**

**EMPLOYEES HIRED ON OR AFTER MAY 1, 2009**

	<b>2020 Actual</b>	<b>2021 Actual</b>	<b>2022 Actual</b>
Fireman 4	\$78,438.88	\$80,407.08	\$82,427.02
Fireman 3	\$69,867.46	\$71,602.44	\$73,389.16
Fireman 2	\$61,218.04	\$62,746.06	\$64,325.56
Fireman 1	\$52,698.36	\$54,019.16	\$55,365.70
	<b>2020 Biweekly</b>	<b>2021 Biweekly</b>	<b>2022 Biweekly</b>
Fireman 4	\$3,016.88	\$3,092.58	\$3,170.27
Fireman 3	\$2,687.21	\$2,753.94	\$2,822.66
Fireman 2	\$2,354.54	\$2,413.31	\$2,474.06
Fireman 1	\$2,026.86	\$2,077.66	\$2,129.45
	<b>2020 Hourly</b>	<b>2021 Hourly</b>	<b>2022 Hourly</b>
Fireman 4	\$30.29	\$31.05	\$31.83
Fireman 3	\$26.98	\$27.65	\$28.34
Fireman 2	\$23.64	\$24.23	\$24.84
Fireman 1	\$20.35	\$20.86	\$21.38

**MEMORANDUM OF UNDERSTANDING NUMBER ONE**  
**BETWEEN THE**  
**CITY OF FAIRVIEW PARK AND IAFF, LOCAL 1057**

The City of Fairview Park and IAFF, Local 1057 agree as follows:

The City agrees to assign eight (8) firefighters to each of the three (3) shifts. When an individual shift has eight(8) firefighters assigned, up to two (2) firefighters may be granted paid time off in accordance with the Collective Bargaining Agreement

If there are eight (8) or fewer firefighters assigned to a shift and, due to a combination of paid time off and paid sick leave use, fewer than six (6) firefighters report to work for that particular shift, the City is required to authorize overtime in order to ensure that there are six (6) firefighters working for that particular shift.

If, due to the departure of a firefighter from the employment of the City for any reason a shift falls below eight (8) firefighters assigned, the City will have up to sixty (60) days to fill the position and return assigned shift strength to eight (8) firefighters before the requirement applies to call in overtime as described above. A firefighter who is terminating his or her employment with the City must inform the Fire Chief and the Mayor in writing not less than ninety (90) days in advance of his or her last day of work.

The foregoing is the agreed-to understanding of the parties.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057, AFL CIO

CITY OF FAIRVIEW PARK, OHIO

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

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

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

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

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

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

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

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

The legal form and correctness of  
This document is hereby approved

By: \_\_\_\_\_  
Director of Law  
City of Fairview Park

**MEMORANDUM OF UNDERSTANDING NUMBER TWO  
BETWEEN THE  
CITY OF FAIRVIEW PARK AND IAFF, LOCAL 1057**

The City of Fairview Park and IAFF, Local 1057 agree as follows:

If a shift should fall below the six (6) assigned firefighters due to the appropriate use of firefighter injury or sick leave, the City will authorize overtime to maintain the minimum staffing level of six (6) at an annual cap of sixty-five thousand dollars (\$65,000.00). Once the sixty-five thousand dollars (\$65,000.00) has been expended, the City will not be required to call in overtime when a shift falls to five (5) firefighters because of an appropriate use of paid sick leave or injury leave.

Overtime costs associated with maintaining at least one on duty Officer in Charge (OIC) shall not reduce the sixty-five thousand dollars (\$65,000.00) allocated overtime budget due to the fact that an OIC of the daily shift is a separate requirement of the Fire Department Rules and Regulations and would be an incurred cost regardless of minimum daily staffing requirements.

The foregoing is the agreed-to understanding of the parties.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057, AFL CIO

CITY OF FAIRVIEW PARK, OHIO

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

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

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

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

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

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

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

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

The legal form and correctness of  
This document is hereby approved

By: \_\_\_\_\_  
Director of Law  
City of Fairview Park

CITY OF FAIRVIEW PARK  
RESOLUTION NO. 20-01  
REQUESTED BY: FINANCE DIRECTOR GREGORY CINGLE  
SPONSORED BY: COUNCILWOMAN KING

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
AWARDING ACTIVE, INTERIM AND INACTIVE DEPOSITS, AND AUTHORIZING  
INVESTMENTS AND DECLARING AN EMERGENCY

WHEREAS, the Finance Department is responsible for all active, interim and inactive funds in the Treasury of the City of Fairview Park at any time during the period January 1, 2020 - December 31, 2024, and of necessity must make deposits of said funds with eligible banking institutions; and

WHEREAS, the Finance Department may determine and make certain permitted investments with eligible banking institutions that are in the best interest of the City of Fairview Park.

WHEREAS, this Resolution is necessary to expand the banking services to properly administer the public funds in the City's treasury.

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

SECTION 1. That for the period of January 1, 2020 to December 31, 2024 inclusive, the active, interim and inactive deposits of the City of Fairview Park, Ohio, shall be awarded to the eligible institution or institutions which offers competitive, prevailing interest rates and banking fees. The Director of Finance is authorized to request a new Resolution of Council whenever the Director considers that the term of the bids for active, interim and/or inactive deposits no longer reflects competitive prevailing interest rates and banking fees.

SECTION 2. That following is the list of eligible institutions deemed suitable for business with the City of Fairview Park, including permitted and proper investment of funds of the City of Fairview Park:

1. Star Ohio
2. Key Bank, N.A./McDonald Investments
3. Fifth Third Bank
4. Huntington Bank
5. PNC Bank

SECTION 3. That existing Resolution 18-05 is hereby repealed, and any ordinance or part of an ordinance in conflict with this ordinance are repealed to the extent of the conflict.

SECTION 4. 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 5. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and so that the deposits can be immediately made, 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: 01.06.20  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-70  
REQUESTED BY: MAYOR PATRICK COONEY  
SPONSORED BY: COUNCILWOMAN KING

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: 12.16.19  
3<sup>rd</sup> reading:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

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 J. Cooney, Mayor

MACKAY ENGINEERING AND  
SURVEYING COMPANY

\_\_\_\_\_

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

Approved as to legal form:

\_\_\_\_\_  
Timothy Riley  
Director of Law  
City of Fairview Park

CITY OF FAIRVIEW PARK

RESOLUTION NO. 19-22 AMENDED (*proposed amendments from 12.09.19 committee*)

REQUESTED BY: SENIOR LIFE DIRECTOR, REGINA SILLASEN

SPONSORED BY: COUNCILWOMAN KING

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~~ **2020**.

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: 12.16.19  
3<sup>rd</sup> reading:

---

Michael P. Kilbane, President of Council

---

Eileen Ann Patton, Mayor

---

Liz L. Westbrooks, Clerk of Council



# 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  
ORDINANCE NO: 19-61 AMENDED (*Proposed amendments from 12.09.19 committee*)  
REQUESTED BY: MAYOR PATRICK COONEY  
SPONSORED BY: COUNCILWOMAN WERING

AN ORDINANCE DEDICATING CERTAIN REAL PROPERTY LOCATED AT 4200  
**4000** 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: Change Title When

passed

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

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: COUNCILWOMAN WERING

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:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 19-63  
REQUESTED AND SPONSORED BY: COUNCILWOMAN WERING

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:

---

Michael P. Kilbane, President of Council

---

Patrick J. Cooney, Mayor

---

Liz L. Westbrooks, Clerk of Council