



# CITY OF FAIRVIEW PARK CITY COUNCIL MEETING AGENDA

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MONDAY, APRIL 13, 2020

COMMITTEE MEETING

7:00 p.m. – Via Telephone/Video Conference via [Zoom](#) and Live Stream via City [YouTube Channel](#)

Meeting Dial-In# (Audio Only): (646) 558-8656 or (301) 715- 8592

Join Video Meeting: <https://zoom.us/j/528086866?pwd=WDF3bk1GeTVvUitHQksxS091UjU1QT09>

MEETING ID: 528-086-866 | Password: 096861 (For Audio and Video)

YouTube Channel: [https://www.youtube.com/channel/UC207O\\_m7DfOP\\_FcDvoDR5og](https://www.youtube.com/channel/UC207O_m7DfOP_FcDvoDR5og)

## MEETING CALLED TO ORDER

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

- ✧ Ord. 20-10 | Authorizing Agreement for Community Diversion Program
- ✧ Res. 20-04 | Appointing Volunteer Hearing Officer for Community Diversion Program

## BOARD & COMMISSIONS REPORTS

## ROUNDTABLE

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## SPECIAL COUNCIL MEETING

Immediately following Committee Meeting - Via Telephone/Video Conference via [Zoom](#) and Live Stream via City [YouTube Channel](#) (same login access information)

Meeting Called to Order | Moment of Silent Prayer

Pledge of Allegiance

Roll Call

Written Communications, Petitions and Claims (must be related to the subject (s) to be considered)

Audience Input on Legislation Up For Passage

Legislation on for Passage Without Three Readings

COUNCILWOMAN KING

Ord. 20-\_\_ | Authorizing Distribution and Administration of FP SBA Grant Fund for Businesses Impacted by COVID-19

COUNCIL PRESIDENT KILBANE

Res. 20-\_\_ | Resolution Urging Federal and State Officials to Pass Legislation Prohibiting Bond Rating Downgrades

Adjournment

\*\*\*Pursuant to Fairview Park Charter Article 4, Section 7(b) and Council Rule 5, no other subject(s) will be considered\*

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 20-10  
REQUESTED BY: MAYOR PATRICK J. COONEY  
SPONSORED BY: COUNCILWOMAN WERING

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FAIRVIEW PARK TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF FAIRVIEW PARK, ESTABLISHING A COMMUNITY DIVERSION PROGRAM FUND AS A SPECIAL REVENUE FUND, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure give general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2151.11 permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court desires to promote and develop a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court has agreed to develop and implement a Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Fairview Park for offenses that are committed elsewhere by residents; and

WHEREAS, this Council desires to enter into an agreement with the Cuyahoga County Juvenile Court to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder;

**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 is hereby authorized to enter into an Inter-agency Agreement with the CUYAHOGA COUNTY JUVENILE COURT to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, a copy of which is attached hereto as Exhibit" A."

SECTION 2. There is already established the Community Diversion Program Fund as a special revenue fund of the City known as Fund Number 750 to process all receipts and expenditures in connection with this Program.

SECTION 3. That the Director of Finance be and is hereby authorized and directed to certify a copy of this Ordinance to the Auditor of State for approval pursuant to Ohio Revised Code Section 5705.12.

SECTION 4. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed in the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from the Community Diversion Program Fund.

SECTION 5. That 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, provided this Ordinance receives the affirmative vote of a majority plus one of all 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: 03.16.20  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Patrick J. Cooney, Mayor

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Liz L. Westbrooks, Clerk of Council

**CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION  
COMMUNITY DIVERSION PROGRAM  
CITY OF FAIRVIEW PARK  
AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and the **City of Fairview Park**, a government entity, with principal offices located at 20777 Lorain Road, Fairview Park, Ohio 44126 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear status, misdemeanor, or felony offense complaints that occur in the **City of Fairview Park** or are committed elsewhere by **Fairview Park** residents and the VENDOR can provide these services from March 1, 2020 to December 31, 2020.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages ten (10) to seventeen (17). These youth shall be residents of Cuyahoga County referred by the COURT'S Intervention Center Staff (hereinafter called the "YOUTH").
  
- II. DESCRIPTION OF SERVICES - The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH. Diversion Techniques that have been proven through research to be ineffective or harmful to adolescent development such as scared straight, boot camps, prison site visits or other intimidation or punitive techniques are not permitted types of programming.
  - A. The VENDOR shall utilize funds to support CDP activities only. Such allowable expenditures include the following:
    1. Specialized diversion groups/services may include:
      - i. Online diversion program expense(s) provided under the supervision of the CDP;
      - ii. Skills building groups;
      - iii. Restorative Justice Programs; and
      - iv. Truancy Prevention/Intervention Programs.
    2. Reimbursement to staff time while engaging in CDP youth activities, such as:
      - i. Community Service;
      - ii. Hearings/family meeting;
      - iii. Family group conferencing;
      - iv. Mentoring youth;
      - v. Face to face follow up; and

vi. Phone call check in with youth, family, or community provider.

B. The following items are excluded from allowable reimbursement activities:

1. Gift cards, cash or cash equivalents for volunteers, CDP staff, or contracted staff;
2. Travel expenses or conference attendance; and
3. Furniture or Office Equipment (eg: computers, printers, laptop, cell phones).

III. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed newly allocated amount of **\$1,816.96** with the additional carryover from previous contract years for the term of the AGREEMENT. Funding allocation is based upon internal Court reports of percentage of overall youth served by each Community Diversion Program. Funds are allocated based upon the percent of youth served in previous two (2) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT's Fiscal Department. Upon depletion of the carryover funds, the AGENCY shall receive monthly stipends not to exceed **\$151.41** per month for services rendered. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT's audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process for approved CDP expenditures of the current contract.
- B. Both carryover monies and any additional funds paid through this CONTRACT may only be spent on the above-described activities.
- C. VENDORS that charge fees to participants may not reject a youth's participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR's actual cost of the program.
- D. The amount of new funds paid to the VENDOR will not exceed the allocated funds for the current contractual period.
- E. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or spending of carryover monies.
- F. The VENDOR shall return any residual and unspent new funds that exceed 10% of the allocated amount at the end of the contractual period. The funds shall be returned no later than thirty (30) days after the expiration of the current contract.
- G. The VENDOR is subject to verification of funding by the COURT and shall maintain accurate records of the following:
  - i. Name and case number of youth served;
  - ii. Contact type;
    - a. Face to face
    - b. Phone call

c. Letter/mail notification

iii. Specific Diversion Service provided; and

iv. Total number of hours spent with diversion service.

- H. The VENDOR shall submit monthly invoices to the COURT's Fiscal Department. The VENDOR shall utilize the attached invoice sheet which details all activities for youth. Failure to do so by the tenth of each month may result in non-reimbursement by the COURT and potential termination of the contract.
- I. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to the commencement and subsequent to the termination of this AGREEMENT. However, if the effective date of this contract is after 1/1/2020, VENDOR may, with prior court authorization, submit an invoice for the month(s) prior to contract execution.
- J. The VENDOR shall provide any data or reports requested by the COURT in a timely manner in preparations and at the time of the yearly audit.
- K. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR.
- L. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.
- M. Invoice Review: The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.
- N. Payment: The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction. Original "wet" signatures are required on all invoices submitted. Please submit invoices to the following address:

Juvenile Court, 4th Floor Fiscal  
9300 Quincy Avenue, Cleveland, Ohio 44106

IV. OPERATIONAL DETAILS

- A. Service Site: All services shall be provided at a mutually agreed upon site.
- B. Contact Person:

Vendor Programmatic Contact	Court Programmatic Contact
Gail Nanowsky	Bridget Gibbons
20777 Lorain Road	9300 Quincy Avenue
Fairview Park, Ohio 44126	Cleveland, Ohio 44106
<a href="mailto:Gnanowsky@cox.net">Gnanowsky@cox.net</a>	<a href="mailto:bgibbons@cuyahogacounty.us">bgibbons@cuyahogacounty.us</a>
Vendor Fiscal Contact	Court Fiscal Contact
Name	Sarah Baker
Address	9300 Quincy Avenue
CSZ	Cleveland, Ohio 44106
E-mail	<a href="mailto:sbaker@cuyahogacounty.us">sbaker@cuyahogacounty.us</a>

V. OBJECTIVES

**Performance Objectives**

1. 70% of YOUTH served during the CONTRACT period will successfully complete the program without referral to COURT for official COURT Processing.
2. 80% of YOUTH referred will be engaged in services.
3. 90% of YOUTH engaged in services will complete services within targeted timeframe of 90 days.

**Performance Indicators**

1. Number of YOUTH successfully terminated from program divided by the number of YOUTH referred to the program during the contract period.
2. Number of youth engaged divided by number of YOUTH referred.
3. Number of YOUTH completing services within 90 days divided by Number of YOUTH engaged in services .

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR

shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this CONTRACT. Any other funds, such as fee payments, fines, or any other fees for services must be accounted for separately from the funds for the operational services for the Community Diversion Program. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.
- IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- X. INSURANCE – The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.
1. Municipality's Insurance Requirements: Municipality shall carry and continuously maintain throughout the Term of this Agreement, at its sole cost and expense and in the amounts specified, the following types of insurance:
- (a) **Worker's Compensation Insurance** if and to the extent required by the State of Ohio to protect Municipality's employees. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
  - (b) **Commercial General Liability** insurance with limits of liability not less than:
    - \$1,000,000 each occurrence bodily injury & property damage;
    - \$1,000,000 personal & advertising injury;
    - \$2,000,000 general aggregate; and
    - \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Insurance Coverage Terms and Conditions
- a. The insurance policies of the Municipality required for this Agreement, shall:
    - i. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.
    - ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
      - 1. Be primary and not in excess or contingent on any other basis;

2. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
    - a. “Cuyahoga County and its employees are additional insureds for purposes of commercial general liability”; and/or
    - b. “Waiver of subrogation in favor of the County.”
  - b. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A-VII or above.
  - c. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
  - d. These insurance provisions shall not affect or limit the liability of the Municipality stated elsewhere in this Agreement or as provided by law.
  - e. The Municipality shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to services, work and/or operations performed in connection with this Agreement.
  - f. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of activity related to this Agreement.
  - g. Municipality shall submit certificates of insurance evidencing the existence and amounts of insurance as required hereunder. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.
  - h. To the extent that Municipality is self-insured for claims related to personal injury, death and/or property damage which may occur during the course of rendering services under this Agreement, Municipality shall provide proof of its self-insured status.
- XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans

with Disabilities Act.

- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XVIII. BREACH OF AGREEMENT REMEDIES** - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY** - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XX. ETHICS REQUIREMENTS** - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. FINDINGS FOR RECOVERY** - The VENDOR represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.
- XXII. CRIMINAL RECORDS CHECK** - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXIII. PUBLIC RECORDS** - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIV. GOVERNING LAW AND JURISDICTION** - This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXV.** This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and

the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Fairview Park

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

Cuyahoga County Juvenile Court

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

Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

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

Armond Budish, County Executive



CITY OF FAIRVIEW PARK  
RESOLUTION NO. 20-04  
REQUESTED BY: MAYOR PATRICK COONEY  
SPONSORED BY: COUNCILWOMAN WERING

A RESOLUTION TO EXPRESS THE NEED AND DESIRE OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE APPOINTMENT OF A VOLUNTEER HEARING OFFICER TO PRESIDE AT COMMUNITY DIVERSION PROGRAM HEARINGS

WHEREAS, the City of Fairview Park, Ohio is within the jurisdiction of the Cuyahoga County Court of Common Pleas: Juvenile Division (Court), which pursuant to ORC. 2151.23(A)(1) has exclusive original jurisdiction concerning any child who charged in a complaint to be a delinquent or unruly child; and

WHEREAS, the City of Fairview Park files delinquency and unruly complaints with the Court; and

WHEREAS, the Community Diversion Program (CDP) is a program sponsored by the Court in cooperation with the City of Fairview Park featuring Volunteer Hearing Officer selected by the City of Fairview Park and trained by the Court;

**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 City of Fairview Park, Ohio has a need for and desire for participation in the Community Diversion Program (CDP) sponsored by the Cuyahoga County Juvenile Court.

SECTION 2. That the City of Fairview Park, Ohio has a need for and desire for a Volunteer Hearing Officer to be appointed by the Cuyahoga County Juvenile Court.

SECTION 3. That this Volunteer Hearing Officer shall hear and pronounce disposition on all complaints involving minor first time delinquency and unruly offenses committed by minor Fairview Park City youth, or minors committing crimes in the City of Fairview Park, which are referred by the Cuyahoga County Juvenile Court.

SECTION 4. That the City of Fairview Park, Ohio requests that attorney John Castele, whose resume is hereto attached, to be appointed by the Cuyahoga County Juvenile Court to serve as a Volunteer Hearing Officer for the City of Fairview Park.

SECTION 5: 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 6: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:  
APPROVED:

1<sup>st</sup> reading: 03.16.20  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Patrick J. Cooney, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 20 -  
REQUESTED BY: MARY KAY COSTELLO, DIRECTOR OF PUBLIC SERVICE &  
DEVELOPMENT  
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE AUTHORIZING THE MAYOR TO DISTRIBUTE GRANT FUNDS AWARDED THROUGH CUYAHOGA COUNTY'S SBA SMALL BUSINESS PERFORMANCE GRANT PROGRAM ("PROGRAM") FOR THE PURPOSE OF PROVIDING PERFORMANCE GRANTS TO LOCAL BUSINESSES THAT ARE IMPACTED BY COVID-19 AND AUTHORIZING THE MAYOR TO RECEIVE AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS NECESSARY TO AWARD SAID GRANT FUNDS AND DECLARING AN EMERGENCY

WHEREAS, the City of Fairview Park ("City") desires to assist local businesses impacted by the coronavirus (COVID-19); and

WHEREAS, On July 7, 2017, as set forth in Ordinance 17-41, the City of Fairview Park submitted an application for assistance under the Program, which provides performance grants in the form of forgivable loans ("Performance Grant") to small businesses ("Borrower") utilizing U.S. Small Business Administration ("SBA") backed bank financing; and

WHEREAS, on August 8, 2017, the City of Fairview Park was notified that it was selected to participate in the Program and was awarded One Hundred Fifty Thousand Dollars (\$150,000) in grant funding, with a matching contribution by the City in the amount of Fifty Thousand Dollars (\$50,000); and

WHEREAS, funding has been used to provide Performance Grants in conjunction with Borrower equity and SBA-backed loans to fund eligible projects, and the City now wishes to provide Performance Grants to local businesses that are impacted by COVID-19, and who illustrate a need for such funds through the submission of an SBA Economic Injury Disaster Loan ("EIDL") or Paycheck Protection Program ("PPP") loan application; and

WHEREAS, Cuyahoga County has approved and recognized the need for said grants to be made to local businesses during the COVID-19 crisis; and

WHEREAS, the City was required to establish the Fairview Park SBA Grant Fund ("Fund") and the remaining funds, in the amount of Eighty-Five Thousand Dollars (\$85,000), will be used to provide Performance Grants to local businesses impacted by COVID-19; and

WHEREAS, in order to receive funds, businesses are required to illustrate a need for funding through their submission of an EIDL or PPP application; and

WHEREAS, Borrowers that receive financial assistance from the Program, as set forth herein, will be required to provide proof that an EIDL or PPP loan application has been filed, and awards shall be made at the discretion of the Mayor.

**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 City of Fairview Park hereby thanks Cuyahoga County for the opportunity to participate in the Program and for the opportunity to help local businesses in the City of Fairview Park during the current COVID-19 crisis.

SECTION 2. That the Mayor and City Administration of the City of Fairview Park are hereby authorized to receive and file all documents and execute all agreements necessary to provide said grant funds, as set forth herein, to local businesses that are impacted by COVID-19; and that the funds are appropriated solely for purposes described in this Ordinance and Ordinance 17-41.

SECTION 3. That the Finance Director, after approval by Council, established the Fairview Park SBA Grant Fund, comprised of the County’s One Hundred Fifty Thousand Dollar (\$150,000) grant and City’s Fifty Thousand Dollar (\$50,000) match, of which Eighty Five Thousand Dollars (\$85,000) remains, to be used solely to provide the capital necessary to award the Performance Grants for the purposes as set forth herein and in Ordinance 17-41.

SECTION 4. That should a Performance Grant be repaid to the City by a Borrower whose forgivable loan was not forgiven for failure to perform per the terms of the Program, such funds shall be made available for the purposes as set forth herein and in Ordinance 17-41.

SECTION 5. 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 6. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare; and to assist local businesses impacted by COVID-19 in a timely manner; 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:  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Patrick J. Cooney, Mayor

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Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK  
ORDINANCE NO: 20-  
REQUESTED BY: COUNCIL PRESIDENT KILBANE  
SPONSORED BY: CITY COUNCIL AS A WHOLE

A RESOLUTION ENCOURAGING THE UNITED STATES CONGRESS AND THE OHIO LEGISLATURE TO ENACT LEGISLATION THAT WILL PROHIBIT BOND RATING COMPANIES FROM DOWNGRADING THEIR RATINGS OF MUNICIPALITIES DUE TO CONDITIONS CAUSED BY COVID-19, AND DECLARING AN EMERGENCY.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets produced when an infected person coughs or sneezes. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on January 31, 2020, Alex M. Azar II, Secretary of Health and Human Services, determined and declared that a public health emergency exists in the United States in relation to COVID-19; and

WHEREAS, on February 1, 2020, the Ohio Department of Health issued a statewide Health Alert Network to provide local health departments with updated guidance for COVID-19; and

WHEREAS, on March 9, 2020, Governor Mike DeWine signed an Executive Order declaring a State of Emergency for the entire State of Ohio in relation to COVID-19 pursuant to the Governor's authority vested in him by the Constitution, the laws of the State of Ohio and in accordance with Revised Code Section 5502.22; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a National Emergency, invoking the Stafford Act and allowing the Federal Emergency Management Agency to coordinate disaster response and aid state and local governments in addressing the COVID-19 pandemic; and

WHEREAS, in the City of Fairview Park and across Cuyahoga County there is a current threat of an acutely hazardous disease, illness, or health condition, specifically, COVID-19, that is believed to be caused by the appearance of a novel infectious agent; and

WHEREAS, in the City of Fairview Park, this threat has already impacted the daily lives of the citizens of the City of Fairview Park and the need for citizens and City of Fairview Park employees to stay home from work and other public places should they be exposed to the virus substantially impairs the functioning of city government and its ability to protect the lives and property of the citizens of the City of Fairview Park; and

WHEREAS, on March 23, 2020, Governor Mike DeWine and Ohio Department of Health Director Amy Acton, M.D. MPH, announced a "Stay at Home" order which was to be in effect from March 23, 2020 at 11:59p.m. until April 6, 2020 at 11:59p.m., but which has since been modified to extend until May 1, 2020 at 11:59p.m., unless the order is rescinded or modified once again; and

WHEREAS, political subdivisions rely on the sale of bonds to finance important public capital projects, including those associated with roads, sewers, buildings and equipment; and

WHEREAS, any bond-rating change dramatically impacts a local governments' ability to provide basic services to its residents; and

WHEREAS, local governments should not be financially penalized for the negative economic impact that will occur as a result of the unforeseen coronavirus.

**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 City of Fairview Park and other Ohio municipalities will be unnecessarily burdened by any downgrades to its bond rating due to the unforeseen circumstances surrounding COVID-19.

SECTION 2. That the full financial impact of this pandemic will not be known for many months and municipalities will be unable to fully address the issue until more data is received.

SECTION 3. That the Mayor of the City, the President of Council, and all Members of Council encourage the United States Congress and the Ohio Legislature to immediately pass legislation to forbid bond rating agencies from lowering bond ratings of municipalities for conditions caused by the coronavirus.

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is vital that the United States Congress and Ohio Legislature act immediately as it is in the best interests of local governments and the residents they serve. Therefore, 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:  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

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Michael P. Kilbane, President of Council

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Patrick J. Cooney, Mayor

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Liz L. Westbrooks, Clerk of Council

# CITY OF FAIRVIEW PARK

## CITY COUNCIL VIRTUAL MEETINGS



Due to current restrictions associated with the ongoing coronavirus pandemic (COVID-19), we're not meeting in person. However, we still want to hear from you!

### AGENDA /LEGISLATION

Visit the City Council Meeting Information and Active Legislation web page site for access to meeting log/dial-in information, electronic agenda and attachments:



[www.fairviewpark.org/government/city-council-members/meeting-information-and-materials/](http://www.fairviewpark.org/government/city-council-members/meeting-information-and-materials/)

### YOUTUBE LIVE

This meeting will be live streamed on our YouTube channel at:  
[https://www.youtube.com/channel/UC207O\\_m7DfOP\\_FcDvoDR5og](https://www.youtube.com/channel/UC207O_m7DfOP_FcDvoDR5og)



### EMAIL

Questions or comments can be sent in by 5:00 pm in advance of the meeting to [clerkofcouncil@fairviewpark.org](mailto:clerkofcouncil@fairviewpark.org). Be sure to reference the agenda item in your email!



### GENERAL INFO

For all other City information, please visit our website at [www.fairviewpark.org](http://www.fairviewpark.org) or call **440.333.2200**.

