

Beachwood City Council Meeting Agenda
Monday, April 1, 2019, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

-Pledge of Allegiance to the Flag of the United States of America-
Pledge of Allegiance led by: Tovah Chanales

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Oath of Office

Police Patrol Officer Mark Fetheroff Police
Patrol Officer Daniel O'Malley Police Patrol
Officer Nolan Majewski Police Patrol Officer
Cory Screngi
4. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
5. Planning & Zoning Committee Public Hearing regarding an Ordinance amending various section of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144, and the removal of Chapters 1115, 1149, 1301, 1315,1319, 1321, 1323, 1325, 1331, and 1333 (**Begins at 7:15 PM**)
6. Approval of Minutes

Approval of the Minutes of the Regular Council Meeting held on March 4, 2019
Approval of the Minutes of the Regular Council Meeting held on March 18, 2019
7. Finance & Insurance Committee An Ordinance authorizing and directing the Payment of Certain Claims (Bills) **Ordinance No. 2019-45** for Professional and Other Services; and declaring this to be an urgent measure
8. Finance & Insurance Committee An Ordinance establishing a Fee Schedule for the cost of additional Recycling and Rubbish Bins in the City of Beachwood, Ohio; and declaring this to be an urgent measure **Ordinance No. 2019-46**
9. Finance & Insurance Committee An Ordinance authorizing the Mayor to enter into a Fifth Amendment with University Hospitals Physician Services, Inc. DBA University Hospitals Corporate Health for Drug and Alcohol testing and Employment Physicals for two years; and declaring this to be an urgent measure **Ordinance No. 2019-47**

- | | | |
|-----|--|--|
| 10. | Public Works Committee
Ordinance No. 2019-49 | An Ordinance accepting a Certain Bid from J.D. Striping & Services, Inc. for Paint Striping and Pavement Markings of Various Streets and Roads; and declaring this to be an urgent measure |
| 11. | Public Works Committee
Resolution No. 2019-1 | A Resolution supporting the submittal of a Highway Safety Funding Application with the Ohio Department of Transportation for improvements to Chagrin Boulevard from approximately 500 feet west of Richmond Road through the Interstate 271 Interchange to Orange Place and Richmond Road from approximately 800 feet north of and 500 feet south of Chagrin Boulevard; and declaring this to be an urgent measure |
| 12. | Public Works Committee
Motion | Motion to advertise for bidders 2019 Capital Program - George Zeiger Drive Resurfacing |
| 13. | Safety & Public Health Committee
Ordinance No. 2019-50 | An Ordinance authorizing the Chief of Police and Mayor to enter into an Agreement with the Cleveland Clinic Foundation to Exercise the Authority permitted under Division (D) of Section 4973.17 of the Ohio Revised Code; to set forth Standards and Criteria governing the interaction and cooperation between Police officers for the Hospital and Police Officers in the City of Beachwood, Ohio to permit the Cleveland Clinic Police Department within such areas of the City as may be authorized by the City's Chief of Police; and declaring this to be an urgent measure |

Pending

1. An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144. and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333
Placed on First Reading and referred to P&Z: May 7, 2018
Referred to Public Hearing that will be held on April 1, 2019: February 4, 2019

2. An Ordinance amending BCO Chapter 1111, Section 1111.02, Subsection (I) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and referred to P&Z: January 22, 2019

**BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING
HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, MARCH 4, 2019 AT 7:00 P.M.**

The meeting was called to order at 7:02 P.M. by Council President Brian Linick.

Julia Miller led the Pledge of Allegiance.

ROLL CALL:	Present:	J. Berns A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	M. S. Horwitz, C. Arrietta, D. A. Calta, K. Carmen, W. Griswold, G. Haba, L. Heiser, S. Lutz, T. Turick

MAYOR'S REPORTS

Mayor Horwitz spoke about new construction at Pavilion Mall and mentioned that some of the construction would take place between the hours of 9:30 PM and 5:30 AM. Mayor Horwitz stated that the residents in the area have been notified of this schedule.

Mayor Horwitz also spoke about Ms. Carmen's Harvest for Hunger campaign and talked about all the different ways the City fundraises to support Harvest for Hunger.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Isaacson spoke about the "Destination Imagination" Tournament that took place over the previous weekend at the Beachwood High School.

DEPARTMENT DIRECTOR REPORTS

Ms. Carmen spoke about the Cleveland Food Bank and stated that she is working on launching the campaign for next year's fundraising.

CITIZEN'S REMARKS

Mike Burkons
2466 Richmond Road

Mr. Burkons spoke about the CRA legislation that is on tonight's agenda.

**APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON
FEBRUARY 19, 2019.**

Moved by B. Linick, seconded by J. Taylor, that the minutes of the Regular Council Meeting held on February 19, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, A. Isaacson, B. B. Janovitz B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

BUILDING AND GROUNDS COMMITTEE

1. An Ordinance authorizing the Mayor to enter into an agreement with Orchard, Hiltz & McCliment, Inc., dba OHM Advisors for the development of a Conceptual Design and Implementation Plan for City-Wide Signage and Beautification; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by B. Linick, that Ordinance No. 2019-33 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by B. Linick, that Ordinance No. 2019-33 be adopted.

ROLL CALL	Yes:	J. Berns, B. Linick, J. Taylor
	No:	A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg
	Abstain:	None.
	Not Voting:	None.

MOTION FAILED

ECONOMIC DEVELOPMENT COMMITTEE

1. An Ordinance authorizing the Mayor to enter into a Community Reinvestment Area Agreement with New Leaf Living, LLC and Balance Solutions Physical Therapy, Inc. for the renovation of an existing facility located at 23175 Commerce Park, Beachwood, Ohio; and declaring this to be an urgent measure.

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-34 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-34 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-32 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-32 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

2. An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the fiscal year 2019, January 1, 2019 to December 31, 2019, inclusive; and declaring this to be an urgent measure.

Moved by J. Taylor, seconded by B. B. Janovitz, that Ordinance No. 2019-35 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED-RULES SUSPENDED		

Moved by J. Taylor, seconded by B. B. Janovitz, that Ordinance No. 2019-35 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

PUBLIC WORKS COMMITTEE

1. An Ordinance adopting the Solid Waste Management Plan Update for the Cuyahoga County Solid Waste Management District For Years 2019-2033; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-36 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED-RULES SUSPENDED		

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-36 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

RECREATION AND COMMUNITY SERVICES COMMITTEE

1. An Ordinance authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2019 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure.

Moved by J. Pasch, seconded by B. B. Janovitz, that Ordinance No. 2019-37 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by B. B. Janovitz, that Ordinance No. 2019-37 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance authorizing the Mayor to Purchase new Panasonic Toughbook Computers for installation in City of Beachwood, Ohio Police Patrol Vehicles from CDW Government, LLC; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-38 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-38 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Taylor, to adjourn the Regular Council Meeting at 7:55 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Clerk

Mayor

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

**BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING
HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, MARCH 18, 2019 AT 7:00 P.M.**

The meeting was called to order at 7:02 P.M. by Council President Brian Linick.

Josh Korah led the Pledge of Allegiance.

ROLL CALL:	Present:	J. Berns A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	Absent:	J. Taylor
	Also Present:	M. S. Horwitz, C. Arrietta, D. A. Calta, K. Carmen, W. Griswold, G. Haba, L. Heiser, S. Lutz, T. Turick

MAYOR'S REPORTS

Mayor Horwitz spoke about upcoming traffic issues and construction.

Mayor Horwitz stated that on March 27, 2019, Storm Sewer repair work would begin on Chagrin Boulevard and on March 28, 2019, resurfacing of Cedar Road would begin.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

None

DEPARTMENT DIRECTOR REPORTS

Ms. Carmen spoke about Pool Passes being on sale for the season.

CITIZEN'S REMARKS

Jerry Moss
25459 Halburton Road

Mr. Moss spoke about the proposed ODOT changes regarding Bryden Road.

John Newberger
25436 Halburton Road

Mr. Newberger also spoke about the proposed ODOT changes regarding Bryden Road.

**APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
HELD ON FEBRUARY 11, 2019**

Moved by B. Linick, seconded by E. Synenberg, that the minutes of the Committee of the Whole Meeting held on February 11, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, A. Isaacson, B. B. Janovitz B. Linick, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	J. Pasch
		MOTION ADOPTED

**APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON
FEBRUARY 19, 2019.**

Moved by B. Linick, seconded by A. Isaacson, that the minutes of the Regular Council Meeting held on February 19, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, A. Isaacson, B. B. Janovitz B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-39 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-39 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

2. An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the fiscal year 2019, January 1, 2019 to December 31, 2019, inclusive; and declaring this to be an urgent measure.

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-42 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-42 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. An Ordinance amending Section 425.055 “Parking Prohibitions on Private Property; Private Tow-Away Zones”, of the Codified Ordinance of the City of Beachwood, Ohio; and declaring this to be an urgent measure.

Moved by J. Pasch, seconded by B. Linick, that Ordinance No. 2019-40 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by B. Linick, that Ordinance No. 2019-40 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance authorizing the Mayor to purchase one (1) 2019 Chevrolet Tahoe to replace Unit #1230 for the City of Beachwood, Ohio Police Department from Tim Lally Chevrolet, Inc.; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2019-43 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2019-43 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

2. An Ordinance authorizing the Mayor to purchase equipment for a new Cruiser set-up from Hall Public Safety Co.; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-44 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-44 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

RECREATION AND COMMUNITY SERVICES COMMITTEE

1. An Ordinance authorizing the Mayor to enter into a Contract with Direct Instructional Support Systems, Inc. DBA SuperGames for the rental of various Inflatables, Games, and Activities for the 2019 City of Beachwood, Ohio Fall Festival; and declaring this to be an urgent measure.

Moved by B. B. Janovitz seconded by A. Isaacson, that Ordinance No. 2019-41 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz seconded by A. Isaacson, that Ordinance No. 2019-41 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

CORRESPONDENCE

Correspondence read by the Clerk of Council – Notice to Legislative Authority.

ADJOURNMENT

Moved by J. Berns, seconded by J. Pasch, to adjourn the Regular Council Meeting at 7:25 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Clerk

Mayor

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	April 1, 2019	\$20,276.21
G. Gifford Dyer	Plan Review Services	\$939.38
GPD Group	Engineering Services	\$15,988.83
Paul Kowalczyk	Plan Review Services	\$1,503.00
Tactical Planning	Professional Services	\$345.00
Walter Haverfield	Legal Services	\$1,500.00

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 1st day of April, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019 and filed it with the Clerk.

Mayor

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	April 1, 2019	\$20,276.21
G. Gifford Dyer	Plan Review Services	\$939.38
GPD Group	Engineering Services	\$15,988.83
Paul Kowalczyk	Plan Review Services	\$1,503.00
Tactical Planning	Professional Services	\$345.00
Walter Haverfield	Legal Services	\$1,500.00

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 1st day of April 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 2nd day of April and filed it with the Clerk.

Mayor

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703

February 28, 2019

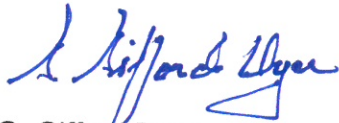
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of February 2019	\$939.37
(Cost breakdown sheet attached)	
Total amount due	\$939.37

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: Will Griswold

DATE: _____

P/O: _____

BEACHWOOD PLAN REVIEW

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 19-04	2019-32444	HOLLISTER CALIFORNIA BEACHWOOD PLACE MALL #2070 26300 CEDAR ROAD	1 1/2 Hr	#83.50
CB 19-06	2019-32471	BALANCE SOLUTION 23175 COMMERCE PARK	9 Hr	#751.50
CB 19-03	2019-32237	RTST BEACHWOOD PLACE MALL #1285 27200 CEDAR ROAD	1 1/2 Hr	41.75
CB 19-07	2019-32609	Dry Good / VMA MAUR INC. BEACHWOOD PLACE MALL #1160 27200 CEDAR ROAD	1 1/2 Hr	41.75
CB 19-02	2019-32215	CHICK-FIL-A BEACHWOOD PLACE MALL - SUITE PG-5 26300 CEDAR ROAD	1 1/4 Hr	20.88
TOTAL			11 1/4 Hr	#939.37

April 1, 2019 Professional Service Ordinance

Total Capital Fund	\$11,031.33
Total General Fund	\$4,101.50
Total Deposits	\$856.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	<u>(\$856.00)</u>
Net Paid by City:	\$15,132.83



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Dale Pekarek
 23355 Mercantile Road
 Beachwood, OH 44122

APPROVED FOR PAYMENT
C. Curmatta
 3-13-19
 2018-01043

March 8, 2019
 Invoice No: 2018042.01 - 14

Invoice Total	\$13,758.35
----------------------	--------------------

Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Agreement #30858
 Agreement PID 102011
 P.O. #2018-01043 - \$59,111.11
 Max Not to Exceed \$502,337.00

City Portion 10% - City Portion this Invoice \$1,375.83

Professional Services from January 26, 2019 to February 22, 2019

Task	202	Roadway / Drainage
Professional Personnel		
	Hours	Rate
Hobbs, Michael	6.00	65.10
Totals	6.00	390.60
Total Labor		390.60
Additional Fees		
Overhead 1.9113		746.55
Cost of Money .82%		3.20
Net Fee (11% Based on 152.83% OH)		108.63
Total Additional Fees		858.38
Total this Task		\$1,248.98

Task	203	AER
Professional Personnel		
	Hours	Rate
Hobbs, Michael	6.00	65.10
Totals	6.00	390.60
Total Labor		390.60
Additional Fees		
Overhead 1.9113		746.55
Cost of Money .82%		3.20
Net Fee (11% Based on 152.83% OH)		108.63
Total Additional Fees		858.38

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	14
Total this Task			\$1,248.98	
Task	209	SUE (Subconsultant)		
Professional Personnel				
		Hours	Rate	Amount
Carlton, Michael		2.00	30.00	60.00
Totals		2.00		60.00
Total Labor				60.00
Additional Fees				
Overhead 1.9113				114.68
Cost of Money .82%				.49
Net Fee (11% Based on 152.83% OH)				16.69
Total Additional Fees			131.86	131.86
Total this Task			\$191.86	
Task	251	IOS		
Professional Personnel				
		Hours	Rate	Amount
Hobbs, Michael		5.00	65.10	325.50
Totals		5.00		325.50
Total Labor				325.50
Additional Fees				
Overhead 1.9113				622.13
Cost of Money .82%				2.67
Net Fee (11% Based on 152.83% OH)				90.53
Total Additional Fees			715.33	715.33
Total this Task			\$1,040.83	
Task	252	Meetings & Oversight		
Professional Personnel				
		Hours	Rate	Amount
Ciuni, Joseph		6.00	60.50	363.00
Gillespie, Ryan		7.50	41.80	313.50
Hobbs, Michael		5.50	65.10	358.05
Westbrooks, Kevin		39.00	52.50	2,047.50
Totals		58.00		3,082.05
Total Labor				3,082.05
Reimbursable Expenses				
Travel & Lodging				
2/11/2019	Hobbs, Michael	Travel		30.00
2/11/2019	Gillespie, Ryan	Travel		47.50
2/19/2019	Gillespie, Ryan	Travel		52.50
2/19/2019	Hobbs, Michael	Travel		42.50
Total Reimbursables			172.50	172.50
Additional Fees				
Overhead 1.9113				5,890.72

Net 30 days.

Page 2

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	14
Cost of Money .82%			25.27	
Net Fee (11% Based on 152.83% OH)			857.16	
Total Additional Fees			6,773.15	6,773.15
			Total this Task	\$10,027.70
Billing Limits		Current	Prior	To-Date
Total Billings		13,758.35	354,727.41	368,485.76
Limit				502,337.00
Remaining				133,851.24
			Total this Invoice	<u>\$13,758.35</u>

Outstanding Invoices

Number	Date	Balance
8	9/14/2018	35,979.97
9	10/12/2018	12,740.93
11	12/14/2018	36,078.88
12	1/11/2019	12,260.34
13	2/8/2019	11,898.89
Total		108,959.01

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	14
---------	------------	------------------------------------	---------	----

Billing Backup

Wednesday, March 13, 2019

GPD Group Invoice 14 Dated 3/8/2019 11:22:03 AM

Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Task 202 Roadway / Drainage

Professional Personnel

			Hours	Rate	Amount	
00537	Hobbs, Michael	1/28/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	1/30/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/5/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/7/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/14/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/19/2019	1.00	65.10	65.10	
	Totals		6.00		390.60	
	Total Labor					390.60

Total this Task \$390.60

Task 203 AER

Professional Personnel

			Hours	Rate	Amount	
00537	Hobbs, Michael	1/29/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	1/31/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/5/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/8/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/14/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/19/2019	1.00	65.10	65.10	
	Totals		6.00		390.60	
	Total Labor					390.60

Total this Task \$390.60

Task 209 SUE (Subconsultant)

Professional Personnel

			Hours	Rate	Amount	
01955	Carlton, Michael	1/31/2019	2.00	30.00	60.00	
	Totals		2.00		60.00	
	Total Labor					60.00

Total this Task \$60.00

Task 251 IOS

Net 30 days.

Page 4

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	14
---------	------------	------------------------------------	---------	----

Professional Personnel

			Hours	Rate	Amount	
00537	Hobbs, Michael	1/30/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/1/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/7/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/8/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/19/2019	1.00	65.10	65.10	
	Totals		5.00		325.50	
	Total Labor					325.50
				Total this Task		\$325.50

Task 252 Meetings & Oversight

Professional Personnel

			Hours	Rate	Amount	
00788	Ciuni, Joseph	2/5/2019	1.00	60.50	60.50	
00788	Ciuni, Joseph	2/11/2019	2.00	60.50	121.00	
00788	Ciuni, Joseph	2/13/2019	1.00	60.50	60.50	
00788	Ciuni, Joseph	2/14/2019	1.00	60.50	60.50	
00788	Ciuni, Joseph	2/15/2019	1.00	60.50	60.50	
00982	Gillespie, Ryan	2/5/2019	.50	41.80	20.90	
00982	Gillespie, Ryan	2/11/2019	4.00	41.80	167.20	
00982	Gillespie, Ryan	2/19/2019	3.00	41.80	125.40	
00537	Hobbs, Michael	2/11/2019	4.50	65.10	292.95	
00537	Hobbs, Michael	2/19/2019	1.00	65.10	65.10	
01647	Westbrooks, Kevin	1/28/2019	4.00	52.50	210.00	
01647	Westbrooks, Kevin	1/31/2019	4.00	52.50	210.00	
01647	Westbrooks, Kevin	2/5/2019	6.00	52.50	315.00	
01647	Westbrooks, Kevin	2/8/2019	3.00	52.50	157.50	
01647	Westbrooks, Kevin	2/11/2019	8.00	52.50	420.00	
01647	Westbrooks, Kevin	2/17/2019	3.00	52.50	157.50	
01647	Westbrooks, Kevin	2/18/2019	8.00	52.50	420.00	
01647	Westbrooks, Kevin	2/19/2019	1.00	52.50	52.50	
01647	Westbrooks, Kevin	2/22/2019	2.00	52.50	105.00	
	Totals		58.00		3,082.05	
	Total Labor					3,082.05

Reimbursable Expenses

Travel & Lodging

EX 0076365	2/11/2019	Hobbs, Michael / Travel	30.00	
EX 0076521	2/11/2019	Gillespie, Ryan / Travel	47.50	
EX 0076521	2/19/2019	Gillespie, Ryan / Travel	52.50	
EX 0076502	2/19/2019	Hobbs, Michael / Travel	42.50	
	Total Reimbursables		172.50	172.50
		Total this Task		\$3,254.55
		Total this Project		\$4,421.25
		Total this Report		\$4,421.25

Net 30 days.

Page 5

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

March 8, 2019

Invoice No: 2018119.05 - 6

Invoice Total \$1,979.50

Project 2018119.05 Beachwood - Storm Water Codes - Update

Service Dept.

Professional Services from January 26, 2019 to February 22, 2019

Task 100 Code Review for Updates

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	5.00	107.00	535.00
Valentic, Ivan	13.50	107.00	1,444.50
Totals	18.50		1,979.50
Total Labor			1,979.50

Total this Task \$1,979.50

Total this Invoice \$1,979.50

Outstanding Invoices

Number	Date	Balance
5	2/8/2019	321.00
Total		321.00

Billings to Date

	Current	Prior	Total
Labor	1,979.50	3,369.00	5,348.50
Totals	1,979.50	3,369.00	5,348.50

APPROVED FOR PAYMENT

BY: C. Ciuni
 DATE: 3-14-19
 P/O: 2019-00089

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
7/13/2018	2018119.05-1	2018119.05	6/29/2018	SERVICE	\$1,178.00
8/10/2018	2018119.05-2	2018119.05	7/27/2018	SERVICE	\$866.00
9/14/2018	2018119.05-3	2018119.05	8/31/2018	SERVICE	\$194.00
11/9/2018	2018119.05-4	2018119.05	10/26/2018	SERVICE	\$810.00
2/8/2019	2018119.05-5	2018119.05	1/25/2019	SERVICE	\$321.00
3/8/2019	2018119.05-6	2018119.05	2/22/2019	SERVICE	\$1,979.50

\$ 5,348.50



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

March 8, 2019
 Invoice No: 2018119.18 - 5

Invoice Total \$4,375.50

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.

P.O.#2018-02931 \$105,000.00

Professional Services from January 26, 2019 to February 22, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	19.50	107.00	2,086.50
Fini, Nicholas	7.00	107.00	749.00
Senior Designer			
Woycitzky, Robert	20.00	77.00	1,540.00
Totals	46.50		4,375.50
Total Labor			4,375.50

Total this Task \$4,375.50

Total this Invoice \$4,375.50

Outstanding Invoices

Number	Date	Balance
4	2/8/2019	6,224.75
Total		6,224.75

Billings to Date

	Current	Prior	Total
Labor	4,375.50	28,017.25	32,392.75
Totals	4,375.50	28,017.25	32,392.75

APPROVED FOR PAYMENT

BY: C. Ciuni
 DATE: 3-14-19
 P/O: 2018-02931

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

March 8, 2019
 Invoice No: 2018119.19 - 8

Invoice Total \$4,009.00

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from January 26, 2019 to February 22, 2019

Task 100 Design
 P.O.# 2018-02927 \$18,500.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Allison, Tyshanee	3.00	107.00	321.00
Ciuni, Joseph	1.00	107.00	107.00
Fini, Nicholas	25.00	107.00	2,675.00
Senior Engineer			
Gorman, Jacqueline	1.00	97.50	97.50
Senior Designer			
Weissberg, Carl	10.50	77.00	808.50
Totals	40.50		4,009.00
Total Labor			4,009.00

Total this Task \$4,009.00

Billings to Date

	Current	Prior	Total
Labor	4,009.00	13,061.00	17,070.00
Totals	4,009.00	13,061.00	17,070.00
Total this Invoice	\$4,009.00		

Outstanding Invoices

Number	Date	Balance
6	2/8/2019	9,032.00
7	2/8/2019	428.00
Total		9,460.00

APPROVED FOR PAYMENT

BY: [Signature]
 DATE: 3-14-19
 P/O: 2018-02927

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
Attn: Larry Heiser, Finance Director
25325 Fairmount Blvd.
Beachwood, OH 44122

March 8, 2019

Invoice No: 2018119.19 - 9

Invoice Total **\$963.00**

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from January 26, 2019 to February 22, 2019

Task 120 Design - Resurfacing

P.O.#2018-02923

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	9.00	107.00	963.00
Totals	9.00		963.00
Total Labor			963.00
Total this Task			\$963.00

Billings to Date

	Current	Prior	Total
Labor	963.00	532.00	1,495.00
Totals	963.00	532.00	1,495.00
Total this Invoice			\$963.00

Outstanding Invoices

Number	Date	Balance
6	2/8/2019	9,032.00
7	2/8/2019	428.00
Total		9,460.00

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 3-14-19
P/O: 2018-02927

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

March 8, 2019

Invoice No: 2018119.05 - 6

Invoice Total \$1,979.50

Project 2018119.05 Beachwood - Storm Water Codes - Update

Service Dept.

Professional Services from January 26, 2019 to February 22, 2019

Task 100 Code Review for Updates

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	5.00	107.00	535.00
Valentic, Ivan	13.50	107.00	1,444.50
Totals	18.50		1,979.50
Total Labor			1,979.50

Total this Task \$1,979.50

Total this Invoice \$1,979.50

Outstanding Invoices

Number	Date	Balance
5	2/8/2019	321.00
Total		321.00

Billings to Date

	Current	Prior	Total
Labor	1,979.50	3,369.00	5,348.50
Totals	1,979.50	3,369.00	5,348.50

APPROVED FOR PAYMENT

BY: C. Ciuni
 DATE: 3-14-19
 P/O: 2019-00089

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

INTRODUCED BY:

ORDINANCE NO. 2019-46

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR THE COST OF ADDITIONAL RECYCLING AND RUBBISH BINS IN THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, residents of the City of Beachwood are provided one Recycling Bin and one Rubbish Bin free of charge; and

WHEREAS, the cost of any additional Recycling and Rubbish Bins is the responsibility of the resident; and

WHEREAS, the Finance Director has requested the establishment of a Fee Schedule for the cost of additional Recycling and Rubbish Bins; and

WHEREAS, although the City is tax exempt we are required to charge sales tax for tangible personal property; and

WHEREAS, for ease of collection, the amount collected will be the actual cost, plus sales tax, rounded up to the nearest \$5.00 increment; and

WHEREAS, the current charge shall be Seventy Dollars and No/ Cents (\$70.00) for a Recycling Bin and Eighty Dollars and No/Cents (\$80.00) for a Rubbish Bin; and

WHEREAS, the fee schedule shall be effective as of May 1, 2019.

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

Section 1: Effective May 1, 2019, the fee schedule for the cost of additional Recycling Bins and Rubbish Bins in the City of Beachwood, Ohio is as follows: actual cost plus sales tax rounded to nearest \$5.00 increment- currently \$70.00 and \$80.00 respectively.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the fee may go into effect no later than May 1, 2019; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2019.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019, and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Dana Canzone, Human Resources Administrator

DATE: 3/19/2019

SUBJECT: An Ordinance authorizing the Mayor to enter into a Fifth Amendment with University Hospitals Physician Services, Inc. DBA University Hospitals Corporate Health for Drug and Alcohol testing and Employment Physicals for two years; and declaring this to be an urgent measure

Our current agreement with University Hospitals ended on February 28, 2019. We would like to continue our Contract with UH. We will be entering into a Fifth Amendment for another two years.

Please approve for the next available City Council Agenda.

INTRODUCED BY:

ORDINANCE NO. 2019-47

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIFTH AMENDMENT WITH UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC., D/B/A UNIVERSITY HOSPITALS CORPORATE HEALTH FOR DRUG AND ALCOHOL TESTING AND EMPLOYMENT PHYSICALS FOR TWO YEARS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, University Hospitals Corporate Health and the City entered into an Agreement for the City's receipt of certain UH Corporate Health services with an effective date of March 1, 2011; and

WHEREAS, the current term expired on February 28, 2019; and

WHEREAS, University Hospitals Corporate Health and the City wish to amend the Agreement to extend the term for another two (2) years; and

WHEREAS, upon the effective date, the price list attached as Exhibit "A" to the Fourth Amendment shall be replaced and superseded by the price list attached as Exhibit "A" to this Fifth Amendment, a copy of which is attached hereto and incorporated herein.

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

Section 1: Based upon the recommendation of the HR Administrator and the Finance Director, Council authorizes and directs the Mayor to enter into a Fifth Amendment to extend the term of its Agreement for two (2) year with University Hospitals Physician Services, Inc., d/b/a University Hospitals Corporate Health for the use of their services for DOT and NON-DOT drug and alcohol testing and employment physicals effective as of March 1, 2019 through February 28, 2021.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to arrange for drug and alcohol testing services and employment physical examinations for 2019-2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-47

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2019.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019, and filed it with the Clerk.

Mayor

FIFTH AMENDMENT
TO AGREEMENT FOR UH CORPORATE HEALTH SERVICES

THIS FIFTH AMENDMENT ("Fifth Amendment") is made by and between University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health ("UH Corporate Health") and the City of Beachwood, Ohio (the "City"), and is effective as of March 1, 2019 (the "Effective Date").

RECITALS

WHEREAS, UH Corporate Health and the City entered into an agreement for the City's receipt of certain UH Corporate Health services with an Effective Date of March 1, 2011 (the "Agreement"), the current term of which will expire on February 28, 2019 unless further extended by amendment to the Agreement;

WHEREAS, UH Corporate Health and the City wish to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** Upon expiration of the current two-year (2) term of the Agreement, the Agreement shall automatically renew for an additional two-year term that shall expire on February 28, 2021, unless earlier terminated as permitted within the Agreement.
2. **COMPENSATION.** Upon the Effective Date, the price list attached as Exhibit "A" to the Agreement shall be replaced and superseded by the price list attached as Exhibit "A" to this Fifth Amendment and incorporated herein by reference.
3. **FULL FORCE AND EFFECT.** All other provisions of the Agreement not in conflict with this Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the duly authorized representatives of the parties hereto have executed this Fifth Amendment on the Effective Date.

**UNIVERSITY HOSPITALS PHYSICIAN
SERVICES, INC.**

CITY OF BEACHWOOD

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

University Hospitals Occupational Health Services City of Beachwood Updated Pricing: Effective 3/1/2019 – 2/28/2021

Post Offer FT Physical Police and Fire

	Regular Pricing	10% Discount Applied
· Physical and Medical History	\$85	\$76
· Lipid Panel	\$20	\$18
· Spirometry (PFT)	\$50	\$45
· Chest Xray (2 view)	\$100	\$90
· EKG	\$60	\$54
· Cardiac Stress Test	\$300	\$270
Subtotal	\$615	\$553

· Audiometry	\$20	\$18
· Vision-Titus	\$20	\$18
· Blood Draw	\$10	No Charge
· Urinalysis	\$30	\$27
· 10-Panel Drug Screen	\$48	\$43
Total	\$743	\$659

Additional Services

· Fitness Assessment	\$250	\$225
· Breath Alcohol Test (BAT)	\$35	\$31
· DOT Drug Screen	\$55	\$49
· 10-Panel Drug Screen	\$48	\$43

HAZMAT Specialty Exams*

SERVICE	BASELINE			BIENNIAL	
	UNDER 40 YEARS	OVER 40 YEARS		UNDER 40 YEARS	OVER 40 YEARS
EXAM	\$60	\$60		\$60	\$60
AUDIOGRAM	\$20	\$20		\$20	\$20
LIPID PROFILE	\$20	\$20		\$20	\$20
SPIROMETRY	\$50	\$50		\$50	\$50
RESPIRATOR CLEARANCE	\$35	\$35		\$35	\$35
CHEST X RAYS	\$75	\$75		\$75	\$75
A+B READS OF CHEST X RAYS	\$75	\$75		\$75	\$75
CBC WITH DIFFERENTIAL	\$35	\$35		\$35	\$35
COMP. METABOLIC PANEL	\$40	\$40		\$40	\$40
LEAD BLOOD	\$35	\$35		\$35	\$35
ZPP	\$45	\$45		\$45	\$45
EKG	\$60			\$60	
BLOOD TYPE+RH	\$23	\$23			
STRESS TEST/READ		\$300			\$300
TOTAL	\$573	\$813		\$550	\$790
TOTAL WITH 10%	\$515	\$731		\$495	\$711

*Services based on the Southeast Regional HAZMAT Team (SERT)



UH CORPORATE HEALTH Account Profile

Date: 2/7/11

Company/Client:	City of Beachwood, Ohio	Phone:	(216) 595-3717
Address:	25325 Fairmount Blvd.	Fax:	(216) 292-1912
City:	Beachwood	State:	Ohio
		Zip:	44122
Contact:	Eric Brey	Phone:	(216) 595-3717
Title:	Personnel Coordinator	Email:	Eric.Brey@Beachwoodohio.com
Contact:	Karen Navolanic	Phone:	(216) 595-5493
Title:	Clerk of Council	Email:	Karen.Navolanic@Beachwoodohio.com
*Note: All contacts listed above will receive test results unless indicated otherwise.			

Billing Information

of Employees: 245

Bill to:	City of Beachwood	Phone:	(216) 595-3715
Contact:	Carol Morrison	Fax:	(216) 595-5463
Title:	Staff Accountant	Email:	Carol.Morrison@Beachwoodohio.com
Billing Address:	25325 Fairmount Blvd.	PO Box:	N/A
Billing City:	Beachwood	State:	Ohio
		Zip:	44122
Federal Tax #:	34-6000211	BWC #	20005644

☐ Managed Care Organization (MCO)

☒ Self-Insured Information

Transitional Work Program: ☒ Yes ☐ No

Name or MCO: Third Party Administrator - KKSG & Associates, Inc.

Name of Insurance Carrier: Medical Mutual of Ohio

Comments or Special Instructions

The City of Beachwood does not automatically require drug and alcohol testing for every on the job injury.

☐ Injury Care ☒ Random ☒ Suspicion

☒ DOT Drug Screen	☐ Drug Screen 10-Panel	☐ Drug Screen Rapid 11-Panel
☐ Drug Screen 5-Panel	☐ Drug Screen 10-Panel Expanded	☒ Breath Alcohol Test (BAT)
☒ Drug Screen 9-Panel	☐ Drug Screen Rapid 5-Panel	☐

X Pre-Hire

Corporate Health staff will contact employer to develop Pre-Hire Testing packages.

By signing below the company/client listed above (the "Company") agrees to the attached terms and conditions.

COMPANY

UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE HEALTH

By: Merle S. Gordon

By: PJ HRETHOCK

Print: Merle S. Gordon

Print: PJ HRETHOCK

Title: Mayor

Title: VP Corporate Health

Please Fax or Email Completed New Account Application to:
Email: corporatehealth@UHHospitals.org
Phone: 1-866-RTW-UHCH (1-866-789-8424) ♦ Fax: 216-767-8850

APPROVED AS TO FORM
Margaret Anne Cannon
CITY LAW DEPARTMENT
MARGARET ANNE CANNON, LAW DIRECTOR
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122
(216) 595-5462

UH CORPORATE HEALTH TERMS & CONDITIONS

Corporate Health Network/Scheduling. UH Corporate Health shall arrange for a network of Corporate Health Services providers at the sites identified by UH Corporate Health from time to time ("Providers"). Company may contact UH Corporate Health for a current list of Providers or visit <https://www.uhcorporatehealth.net> (the "Website"). Upon execution of this Agreement Company will be provided a login and password. Company may schedule appointments by calling 866-RTW-UHCH.

Corporate Health Services. Corporate Health Services are those services selected by Company and which UH Corporate Health shall arrange to be provided to Company's applicants and employees. UH Corporate Health reserves the right, in its sole discretion, to discontinue any Corporate Health Service provided pursuant to this Agreement and agrees to provide immediate notice of such discontinuation to Company. As a precondition to providing Corporate Health Services, Company shall cause its applicants and employees to complete any reasonable waivers and forms required by UH Corporate Health and its Providers.

Compensation and Billing. Compensation for Corporate Health Services shall be in accordance with Exhibit "A" attached hereto and incorporated herein. Payments shall be remitted within thirty (30) days from receipt of invoice to: University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health, P.O. Box 901521, Cleveland, OH 44194.

Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year and may be renewed, at Company's option, for an additional one (1) year period (the "Term") unless earlier terminated.

Termination. This Agreement shall terminate upon written notice from either party at any time, for any reason or no reason, effective upon sixty (60) calendar days from issuance of notice to the other party. Upon termination, neither party shall have any further obligation to the other party except for obligations accruing prior to the effective date of termination. Either party may terminate this Agreement upon thirty (30) calendar days of notice of material breach not cured by the breaching party within such period.

Maintenance and Release of Medical Records. In accord with applicable law and as appropriate, including without limitation, the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (HIPAA), UH Corporate Health and its contracted providers shall prepare and maintain records with respect to the Corporate Health Services which shall remain property of UH Corporate Health and Providers. Company represents and warrants that it has received written authorization from Company's employees and applicants for Company to receive any Corporate Health Services test results. Company shall maintain the confidentiality of any medical records reviewed and/or copied pursuant this Agreement. Company shall use commercially reasonable efforts to secure its login and password and to prevent the unauthorized use of the Website.

Insurance. UH Corporate Health, at its sole expense, shall maintain professional liability and comprehensive general liability insurance, or programs of self-insurance, and shall require all Providers providing Corporate Health Services hereunder to maintain professional liability insurance, in such amounts as UH Corporate Health deems reasonable and appropriate. Company, at its sole expense, shall maintain comprehensive general liability insurance or programs of self-insurance in an amount of not less than one million dollars (\$1,000,000.00). Upon the reasonable request of UH Corporate Health, Company shall provide UH Corporate Health certificates of insurance or other reasonable documentation which evidence such coverage. Company shall comply with all of the obligations imposed by any Workers' Compensation Program to which the Company is subject.

Compliance. Company shall comply with all laws and regulations applicable to its business or the services or operations including, but not limited to, HIPAA, state workers compensation laws, federal, state or municipal law, statute or ordinance relating to discrimination in employment or unfair employment practices, including but not limited to the Ohio Civil Rights Act (O.R.C. Chapter 4112); the Age Discrimination In Employment Act (29 U.S.C. §§621 et seq.) ("ADEA"), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.) ("Title VII"), and the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) ("ADA"), the Fair Credit Reporting Act, and the regulations issued by the Occupational Safety and Health Administration. Notwithstanding any unanticipated effect of any of the provisions herein, both parties hereby certify and covenant that they shall not intentionally conduct themselves under the terms of this Agreement in a manner to constitute a violation of the Federal Anti-Kickback Statute. Company acknowledges that UH Corporate Health strictly follows the UH Corporate Compliance program and that the Company has received the UH Code of Conduct (www.uhhospitals.org/tabid/1806/Default.aspx) and compliance program policies and procedures (www.uhhospitals.org/vendorpolicies) (username = uhvendors; password = uhvendors). Compliance with the UH Corporate Compliance program is a material term of this Agreement.

Miscellaneous. The parties acknowledge and agree that at all times during the Term of this Agreement they are acting as independent contractors for the purpose of this Agreement. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by the laws and regulations of the State of Ohio. Any dispute under this Agreement shall be resolved by a court of jurisdiction in Cuyahoga County, Ohio. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when it is actually delivered in person or three (3) days after it is mailed, postage pre-paid, by certified mail, return receipt requested to the Company at the address above or to UH Corporate Health at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122; with a copy to: General Counsel, University Hospitals Health System, Inc., at the same address or to such other address as a party may designate, from time to time, in writing. This Agreement, together with all Exhibits (if any), supersede all previous negotiations, memoranda, discussions, and instruments, and constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures. Company represents that the person executing this Agreement has authority to enter into this Agreement on behalf of Company.

COMPANY

UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE HEALTH

Merle S. Gordon

By: Merle S. Gordon
(Print Name)

Its: Mayor
(Print Title)

PJ Hrehocik

By: PJ HREHOCIK
(Print Name)

Its: VP CORPORATE HEALTH
(Print Title)

APPROVED AS TO FORM
Margaret Anne Cannon
CITY LAW DEPARTMENT
MARGARET ANNE CANNON, LAW DIRECTOR
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122
(216) 595-5462

UHHS LAW DEPARTMENT	
Approved As To Form	
By:	<u>Brad Clement</u>
Print:	<u>Bradley F. Clement</u>
Date:	<u>February 15, 2011</u>
Matter #:	<u>4619</u>

EXHIBIT "A"

(INSERT THE TWO PAGE PRICE LIST AGREED TO BY UH AND THE CITY)



Corporate Health

PRE-HIRE EXAM

PRE-HIRE POLICE AND FIRE EXAMINATIONTotal \$ 603.00

- History and Physical\$62.00
- Spirometry\$27.00
- Chest X-Ray (PA)\$67.00
- Electrocardiogram\$26.00
- Lipid Panel\$20.00
- Cardiac Stress Test (Bruce Protocol)\$110.00
- Audiometry\$18.00
- Body Compositionincluded in H & P
- Urinalysis\$5.00
- Vision Testing\$18.00
- 9-Panel Drug Screen\$35.00
- Blood Draw\$5.00
- Fitness Testing
 - Flexibility, Strength and Endurance Testing\$210.00

EMS



Corporate Health

DRUG SCREEN AND BREATH ALCOHOL TESTING (BAT)

- DOT Drug Screen 5-panel \$38.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Cocaine (Benzoyllecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP), Marijuana
***Follows DOT Regulations and Guidelines, Includes paperwork
* Price change as of October 1, 2010
- Drug Screen 5-panel \$33.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Cocaine (Benzoyllecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP), Marijuana
* Price change as of February 1, 2011
- Drug Screen 9 Panel \$38.00
Screen for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Barbiturates, Benzodiazepines, Cocaine, Opiates, 6MAM, Phencyclidine (PCP), Marijuana, Methadone, Propoxyphene
* Price change as of February 1, 2011
- Drug Screen 10 Panel \$39.00
Screen for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Barbiturates, Benzodiazepines, Cocaine, Opiates, 6MAM, Phencyclidine (PCP), Marijuana, Methadone, Methaqualone, Propoxyphene
* Price change as of February 1, 2011
- Drug Screen 10 Panel + Expanded \$46.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA), Barbiturates, Benzodiazepines, Cocaine, Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone), Oxycodone, Phencyclidine, Marijuana, Methadone, Propoxyphene
- Drug Screen 5-panel + Alcohol \$50.00
Screens for Amphetamines (Amphetamine, Methamphetamine), Cocaine (Benzoyllecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP) and Marijuana
- Drug Screen 10 Panel + Alcohol \$55.00
Screen for Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine (PCP), Marijuana, Methadone, Methaqualone, Propoxyphene
- Breath Alcohol Testing \$25.00
- Onsite Fee \$40.00 per hour

***** Additional Fees for After Hours Collections in the Emergency Room**

- Drug & Alcohol collection from 5:00 pm till 10:00 pm Weekdays \$75.00
- Drug & Alcohol collection from 10:00 pm till 8:00 am Weekdays & anytime during weekends & Holidays \$100.00

PROCEDURES AND FOLLOW-UP FOR DRUG SCREENING AND BAT

- Drug screen results take 24 - 48 hours
- For all positive results, you will receive a phone call once the results are in our office.

**FIRST AMENDMENT
TO
THE AGREEMENT FOR UH CORPORATE HEALTH SERVICES
BETWEEN
THE CITY OF BEACHWOOD, OHIO
AND
UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE HEALTH**

This FIRST AMENDMENT ("First Amendment") is made and entered into this 17th day of January, 2012, by and between the City of Beachwood, Ohio ("City" or "Company"), 25325 Fairmount Boulevard, Beachwood, Ohio 44122, and University Hospitals Physician Services, Inc. d/b/a UH Corporate Health ("UH Corporate Health"), 3605 Warrensville Center Road, Shaker Heights, Ohio 44122, to modify the Agreement for UH corporate health services executed by the parties in February of 2011 (the "Agreement").

WHEREAS, the "Term" provision of the Agreement provides: "This Agreement shall commence on the Effective Date and continue for a period of one (1) year and may be renewed, at Company's option, for an additional one (1) year period (the 'Term') unless earlier terminated;" and

WHEREAS, the Effective Date of the Agreement is March 1, 2011; and

WHEREAS, the Agreement expires on February 28, 2012; and

WHEREAS, the City, consistent with the Agreement, desires to exercise its option to renew the Agreement for an additional one (1) year period; and

WHEREAS, such renewal extends the expiration date to February 28, 2013; and

WHEREAS, the City and UH Corporate Health desire to execute this First Amendment to amend the Agreement to provide for a new expiration date of February 28, 2013.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and UH Corporate Health hereby agree to amend the Agreement as follows:

AMENDMENT

1. The City and UH Corporate Health hereby agree that the Term of the Agreement began on March 1, 2011 and, consistent with the Company's option, is extended to February 28, 2013 unless earlier terminated.

2. That all other provisions of the Agreement not in conflict with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the City and UH Corporate Health have executed this First Amendment to the Agreement this 19th day of January, 2012.

CITY OF BEACHWOOD, OHIO
(“CITY” or “COMPANY”)

UNIVERSITY HOSPITALS
PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE
HEALTH
(“UH CORPORATE HEALTH”)

BY: Merle S. Gorden
Merle S. Gorden, Mayor
City of Beachwood, Ohio

BY: PJ Hrehocik
PJ HREHOCIK VP
(Printed Name and Title)

Approved as to form:

[Signature]

Margaret Anne Cannon, Law Director
Rebecca K. Schaltenbrand, Assistant Director of Law
City of Beachwood, Ohio
25325 Fairmount Blvd.
Beachwood, Ohio 44122

APPROVED AS TO FORM

Brad Clement
Attorney Signature

Bradley F. Clement, Assist. G.C.
Print Name

Date January 3, 2012, File # 5.te #4619



UH CORPORATE HEALTH Account Profile

Date: 2/7/11

Company/Client:	City of Beachwood, Ohio	Phone:	(216) 595-3717
Address:	25325 Fairmount Blvd.	Fax:	(216) 292-1912
City:	Beachwood	State:	Ohio
		Zip:	44122
Contact:	Eric Brey	Phone:	(216) 595-3717
Title:	Personnel Coordinator	Email:	Eric.Brey@Beachwoodohio.com
Contact:	Karen Navolanic	Phone:	(216) 595-5493
Title:	Clerk of Council	Email:	Karen.Navolanic@Beachwoodohio.com

*Note: All contacts listed above will receive test results unless indicated otherwise.

Billing Information

of Employees: 245

Bill to:	City of Beachwood	Phone:	(216) 595-3715
Contact:	Carol Morrison	Fax:	(216) 595-5463
Title:	Staff Accountant	Email:	Carol.Morrison@Beachwoodohio.com
Billing Address:	25325 Fairmount Blvd.	PO Box:	N/A
Billing City:	Beachwood	State:	Ohio
		Zip:	44122
Federal Tax #:	34-6000211	BWC #	20005644

☐ Managed Care Organization (MCO)

☒ Self-Insured Information

Transitional Work Program: ☒ Yes ☐ No

Name or MCO: Third Party Administrator – KKSG & Associates, Inc.

Name of Insurance Carrier: Medical Mutual of Ohio

Comments or Special Instructions

The City of Beachwood does not automatically require drug and alcohol testing for every on the job injury.

☐ Injury Care ☒ Random ☒ Suspicion

☒ DOT Drug Screen	☐ Drug Screen 10-Panel	☐ Drug Screen Rapid 11-Panel
☐ Drug Screen 5-Panel	☐ Drug Screen 10-Panel Expanded	☒ Breath Alcohol Test (BAT)
☒ Drug Screen 9-Panel	☐ Drug Screen Rapid 5-Panel	☐ _____

X Pre-Hire

Corporate Health staff will contact employer to develop Pre-Hire Testing packages.

By signing below the company/client listed above (the "Company") agrees to the attached terms and conditions.

COMPANY

UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE HEALTH

By: Merle S. Gordon

By: PS HREHOICK

Print: Merle S. Gordon

Print: PS HREHOICK

Title: Mayor

Title: VP Corporate Health

Please Fax or Email Completed New Account Application to:

Email: corporatehealth@UHHospitals.org

Phone: 1-866-RTW-UHCH (1-866-789-8424) ♦ Fax: 216-767-8850

APPROVED AS TO FORM
Margaret Anne Cannon
CITY LAW DEPARTMENT
MARGARET ANNE CANNON, LAW DIRECTOR
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

UH CORPORATE HEALTH TERMS & CONDITIONS

Corporate Health Network/Scheduling. UH Corporate Health shall arrange for a network of Corporate Health Services providers at the sites identified by UH Corporate Health from time to time ("Providers"). Company may contact UH Corporate Health for a current list of Providers or visit <https://www.uhcorporatehealth.net> (the "Website"). Upon execution of this Agreement Company will be provided a login and password. Company may schedule appointments by calling 866-RTW-UHCH.

Corporate Health Services. Corporate Health Services are those services selected by Company and which UH Corporate Health shall arrange to be provided to Company's applicants and employees. UH Corporate Health reserves the right, in its sole discretion, to discontinue any Corporate Health Service provided pursuant to this Agreement and agrees to provide immediate notice of such discontinuation to Company. As a precondition to providing Corporate Health Services, Company shall cause its applicants and employees to complete any reasonable waivers and forms required by UH Corporate Health and its Providers.

Compensation and Billing. Compensation for Corporate Health Services shall be in accordance with Exhibit "A" attached hereto and incorporated herein. Payments shall be remitted within thirty (30) days from receipt of invoice to: University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health, P.O. Box 901521, Cleveland, OH 44194.

Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year and may be renewed, at Company's option, for an additional one (1) year period (the "Term") unless earlier terminated.

Termination. This Agreement shall terminate upon written notice from either party at any time, for any reason or no reason, effective upon sixty (60) calendar days from issuance of notice to the other party. Upon termination, neither party shall have any further obligation to the other party except for obligations accruing prior to the effective date of termination. Either party may terminate this Agreement upon thirty (30) calendar days of notice of material breach not cured by the breaching party within such period.

Maintenance and Release of Medical Records. In accord with applicable law and as appropriate, including without limitation, the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (HIPAA), UH Corporate Health and its contracted providers shall prepare and maintain records with respect to the Corporate Health Services which shall remain property of UH Corporate Health and Providers. Company represents and warrants that it has received written authorization from Company's employees and applicants for Company to receive any Corporate Health Services test results. Company shall maintain the confidentiality of any medical records reviewed and/or copied pursuant to this Agreement. Company shall use commercially reasonable efforts to secure its login and password and to prevent the unauthorized use of the Website.

Insurance. UH Corporate Health, at its sole expense, shall maintain professional liability and comprehensive general liability insurance, or programs of self-insurance, and shall require all Providers providing Corporate Health Services hereunder to maintain professional liability insurance, in such amounts as UH Corporate Health deems reasonable and appropriate. Company, at its sole expense, shall maintain comprehensive general liability insurance or programs of self-insurance in an amount of not less than one million dollars (\$1,000,000.00). Upon the reasonable request of UH Corporate Health, Company shall provide UH Corporate Health certificates of insurance or other reasonable documentation which evidence such coverage. Company shall comply with all of the obligations imposed by any Workers' Compensation Program to which the Company is subject.

Compliance. Company shall comply with all laws and regulations applicable to its business or the services or operations including, but not limited to, HIPAA, state workers compensation laws, federal, state or municipal law, statute or ordinance relating to discrimination in employment or unfair employment practices, including but not limited to the Ohio Civil Rights Act (O.R.C. Chapter 4112); the Age Discrimination In Employment Act (29 U.S.C. §§621 et seq.) ("ADEA"), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.) ("Title VII"), and the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) ("ADA"), the Fair Credit Reporting Act, and the regulations issued by the Occupational Safety and Health Administration. Notwithstanding any unanticipated effect of any of the provisions herein, both parties hereby certify and covenant that they shall not intentionally conduct themselves under the terms of this Agreement in a manner to constitute a violation of the Federal Anti-Kickback Statute. Company acknowledges that UH Corporate Health strictly follows the UH Corporate Compliance program and that the Company has received the UH Code of Conduct (www.uhhospitals.org/tabid/1806/Default.aspx) and compliance program policies and procedures (www.uhhospitals.org/vendorpolicies (username = uhvendors; password = uhvendors)). Compliance with the UH Corporate Compliance program is a material term of this Agreement.

Miscellaneous. The parties acknowledge and agree that at all times during the Term of this Agreement they are acting as independent contractors for the purpose of this Agreement. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by the laws and regulations of the State of Ohio. Any dispute under this Agreement shall be resolved by a court of jurisdiction in Cuyahoga County, Ohio. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when it is actually delivered in person or three (3) days after it is mailed, postage pre-paid, by certified mail, return receipt requested to the Company at the address above or to UH Corporate Health at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122; with a copy to: General Counsel, University Hospitals Health System, Inc., at the same address or to such other address as a party may designate, from time to time, in writing. This Agreement, together with all Exhibits (if any), supersede all previous negotiations, memoranda, discussions, and instruments, and constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures. Company represents that the person executing this Agreement has authority to enter into this Agreement on behalf of Company.

COMPANY

UNIVERSITY HOSPITALS PHYSICIAN SERVICES, INC.
D/B/A UH CORPORATE HEALTH

Merle S. Gordon

PJ Hrehocik

By: Merle S. Gordon
(Print Name)

By: PJ HREHOCIK
(Print Name)

Its: Mayor
(Print Title)

Its: VP CORPORATE HEALTH
(Print Title)

APPROVED AS TO FORM
Margaret Anne Cannon
CITY LAW DEPARTMENT
MARGARET ANNE CANNON, LAW DIRECTOR
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122
(216) 595-5462

UHHS LAW DEPARTMENT	
Approved As To Form	
By:	<u>Bradley F. Clement</u>
Print:	<u>Bradley F. Clement</u>
Date:	<u>February 15, 2011</u>
Matter #:	<u>4619</u>

EXHIBIT "A"

(INSERT THE TWO PAGE PRICE LIST AGREED TO BY UH AND THE CITY)



Corporate Health

PRE-HIRE EXAM

PRE-HIRE POLICE AND FIRE EXAMINATIONTotal \$ 603.00

- History and Physical\$62.00
- Spirometry\$27.00
- Chest X-Ray (PA)\$67.00
- Electrocardiogram\$26.00
- Lipid Panel\$20.00
- Cardiac Stress Test (Bruce Protocol)\$110.00
- Audiometry\$18.00
- Body Compositionincluded in H & P
- Urinalysis\$5.00
- Vision Testing\$18.00
- 9-Panel Drug Screen\$35.00
- Blood Draw\$5.00
- Fitness Testing
 - Flexibility, Strength and Endurance Testing\$210.00

EMS



Corporate Health

DRUG SCREEN AND BREATH ALCOHOL TESTING (BAT)

- DOT Drug Screen 5-panel \$38.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Cocaine (Benzoylecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP), Marijuana
***Follows DOT Regulations and Guidelines, Includes paperwork
* Price change as of October 1, 2010
- Drug Screen 5-panel \$33.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Cocaine (Benzoylecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP), Marijuana
* Price change as of February 1, 2011
- Drug Screen 9 Panel \$38.00
Screen for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Barbiturates, Benzodiazepines, Cocaine, Opiates, 6MAM, Phencyclidine (PCP), Marijuana, Methadone, Propoxyphene
* Price change as of February 1, 2011
- Drug Screen 10 Panel \$39.00
Screen for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA, MDEA), Barbiturates, Benzodiazepines, Cocaine, Opiates, 6MAM, Phencyclidine (PCP), Marijuana, Methadone, Methaqualone, Propoxyphene
* Price change as of February 1, 2011
- Drug Screen 10 Panel + Expanded \$46.00
Screens for Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA), Barbiturates, Benzodiazepines, Cocaine, Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone), Oxycodone, Phencyclidine, Marijuana, Methadone, Propoxyphene
- Drug Screen 5-panel + Alcohol \$50.00
Screens for Amphetamines (Amphetamine, Methamphetamine), Cocaine (Benzoylecgonine), Opiates (Codeine, Morphine), Phencyclidine (PCP) and Marijuana
- Drug Screen 10 Panel + Alcohol \$55.00
Screen for Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine (PCP), Marijuana, Methadone, Methaqualone, Propoxyphene
- Breath Alcohol Testing \$25.00
- Onsite Fee \$40.00 per hour

***** Additional Fees for After Hours Collections in the Emergency Room**

- Drug & Alcohol collection from 5:00 pm till 10:00 pm Weekdays \$75.00
- Drug & Alcohol collection from 10:00 pm till 8:00 am Weekdays & anytime during weekends & Holidays \$100.00

PROCEDURES AND FOLLOW-UP FOR DRUG SCREENING AND BAT

- Drug screen results take 24 - 48 hours
- For all positive results, you will receive a phone call once the results are in our office.

SECOND AMENDMENT
TO AGREEMENT FOR UH CORPORATE HEALTH SERVICES

THIS SECOND AMENDMENT ("Second Amendment") is made by and between University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health ("UH Corporate Health") and the City of Beachwood, Ohio (the "City"), and is effective as of MARCH 1, 2013.

RECITALS

WHEREAS, UH Corporate Health and the City entered into an agreement for the City's receipt of certain UH Corporate Health services with an Effective Date of March 1, 2011 (the "Agreement"), the one-year term of which was extended by agreement and will expire on February 28, 2013 unless further extended by amendment to the Agreement;

WHEREAS, UH Corporate Health and the City wish to amend the Agreement to extend the term of the Agreement by another two (2) years;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** Upon expiration of the initial two-year (2) term of the Agreement, the Agreement shall automatically renew for an additional two-year (2) term that shall expire on February 28, 2015, unless earlier terminated as permitted within the Agreement.
2. **FULL FORCE AND EFFECT.** All other provisions of the Agreement not in conflict with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the duly authorized representatives of the parties hereto have executed this Second Amendment on the date first above written.

**UNIVERSITY HOSPITALS PHYSICIAN
SERVICES, INC.**

CITY OF BEACHWOOD

By: _____

By: Merle S. Gordon

Print: _____

Print: Merle S. Gordon

Title: _____

Title: Mayor

Date: _____

Date: 1-17-13

Brad Clement

Digitally signed by Brad Clement
Reason: Approved as to Form
Location: UH Law Dept. - File #4619
Date: 2012.12.14 13:55:01 -05'00'

THIRD AMENDMENT
TO AGREEMENT FOR UH CORPORATE HEALTH SERVICES

THIS THIRD AMENDMENT ("Third Amendment") is made by and between University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health ("UH Corporate Health") and the City of Beachwood, Ohio (the "City"), and is effective as of February 28, 2015 (the "Effective Date").

RECITALS

WHEREAS, UH Corporate Health and the City entered into an agreement for the City's receipt of certain UH Corporate Health services with an Effective Date of March 1, 2011 (the "Agreement"), the current term of which will expire on February 28, 2015 unless further extended by amendment to the Agreement;

WHEREAS, UH Corporate Health and the City wish to amend the Agreement to extend the term of the Agreement by another two (2) years;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** Upon expiration of the current two-year (2) term of the Agreement, the Agreement shall automatically renew for an additional two-year (2) term that shall expire on February 28, 2017, unless earlier terminated as permitted within the Agreement.
2. **COMPENSATION.** Upon the Effective Date, the price list attached as Exhibit "A" to the Agreement shall be replaced and superseded by the price list attached as Exhibit "A" to this Third Amendment and incorporated herein by reference.
3. **FULL FORCE AND EFFECT.** All other provisions of the Agreement not in conflict with this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the duly authorized representatives of the parties hereto have executed this Third Amendment on the Effective Date.

**UNIVERSITY HOSPITALS PHYSICIAN
SERVICES, INC.**

By: _____

Print: _____

Title: _____

Date: _____

CITY OF BEACHWOOD

By: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM

CITY LAW DEPARTMENT
BRIAN A. REALI, LAW DIRECTOR
HOPE L. JONES, ASSISTANT LAW DIRECTOR
25325 FAIRMOUNT BOULEVARD
BEACHWOOD, OHIO 44122
(216) 595-5462

 Approved as to Form
By: Bradley F. Clement
Print: Bradley F. Clement

FOURTH AMENDMENT
TO AGREEMENT FOR UH CORPORATE HEALTH SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") is made by and between University Hospitals Physician Services, Inc. d/b/a University Hospitals Corporate Health ("UH Corporate Health") and the City of Beachwood, Ohio (the "City"), and is effective as of March 1, 2017 (the "Effective Date").

RECITALS

WHEREAS, UH Corporate Health and the City entered into an agreement for the City's receipt of certain UH Corporate Health services with an Effective Date of March 1, 2011 (as amended, the "Agreement"), the current term of which will expire on February 28, 2017 unless further extended by amendment to the Agreement;

WHEREAS, UH Corporate Health and the City wish to amend the Agreement to extend the term of the Agreement by another two (2) years;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** Upon expiration of the current two-year (2) term of the Agreement, the Agreement shall automatically renew for an additional two-year (2) term that shall expire on February 28, 2019, unless earlier terminated as permitted within the Agreement.
2. **COMPENSATION.** Upon the Effective Date, the price list attached as Exhibit "A" to the Agreement shall be replaced and superseded by the price list attached as Exhibit "A" to this Fourth Amendment and incorporated herein by reference.
3. **FULL FORCE AND EFFECT.** All other provisions of the Agreement not in conflict with this Fourth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the duly authorized representatives of the parties hereto have executed this Fourth Amendment on the Effective Date.

**UNIVERSITY HOSPITALS PHYSICIAN
SERVICES, INC.**

By: Brent Carson
Print: Brent Carson
Title: VP Employee Solutions
Date: 1-18-17

CITY OF BEACHWOOD

By: Mark S. Gordon
Print: Mark S. Gordon
Title: Mayor
Date: 1-13-17



APPROVED AS TO FORM
Oba Jones
CITY LAW DEPARTMENT
HOPE L. JONES, LAW DIRECTOR
25325 FAIRMOUNT BOULEVARD
BEACHWOOD, OHIO 44122
(216) 595-5462

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor, Justin Berns, Member of Council
FROM: Chris Arrietta, Public Works Director
DATE: 3/12/2019
SUBJECT: An Ordinance accepting a Certain Bid from J.D. Striping & Services, Inc. for Paint Striping and Pavement Markings of Various Streets and Roads; and declaring this to be an urgent measure

Mayor,

Attached for your review are the bids for the 2019 Street Striping Program. JD Striping & Services Inc. were the low bidder at a cost of \$70,000.00, including a \$15,000.00 contingency.

With your permission, I would like to place this item on the next council agenda for approval.

Thank you,

Chris

INTRODUCED BY:

ORDINANCE NO. 2019-49

AN ORDINANCE ACCEPTING A CERTAIN BID FROM J. D. STRIPING & SERVICES, INC. FOR PAINT STRIPING AND PAVEMENT MARKINGS OF VARIOUS STREETS AND ROADS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on March 1, 2019, for Paint Striping and Pavement Markings of Various Streets and Roads, pursuant to advertisement for competitive bidding as required by law; and

WHEREAS, the bid of J. D. Striping & Services Inc., in an amount not to exceed Eighty-Five Thousand Dollars and No/Cents (\$85,000.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00), was the lowest and best bid received; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of J.D. Striping & Services, Inc.

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

Section 1: Based upon the recommendation of the Public Works Director, the bid of J. D. Striping & Services Inc., is found to be the lowest and best bid received for Paint Striping and Pavement Markings of Various Streets and Roads, in an amount not to exceed Eighty-Five Thousand Dollars and No/Cents (\$85,000.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is hereby declared an urgent measure which is immediately necessary for the preservation of the public peace, health, safety or efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2019.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019, and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD
PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS &
ROADS

BID SHEET #1

JD Striping & Services Inc. James D. Wimmer
NAME OF COMPANY SUBMITTING SALES PERSON
BID

438 Beecher St.
ADDRESS Ravenna OH 44129

330-296-7151
PHONE NUMBER

CONTINGENCY ALLOWANCE

\$15,000.00

TOTAL SPRING LUMP SUM

\$ 70,000.00

TOTAL AMOUNT INCLUDING
CONTINGENCY

\$ 15,000.00

List below any and all exceptions to the specifications.

*Price does not include Cedar Road from Fenway
Drive + 1271 Bridge Eastbound + George Zeiger Drive.

PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS
AND ROADS

BID SHEET # 2

B. MARKINGS:

1. STOP LINE 24"	<u>1.103</u>	LINEAR FT.
2. CROSS WALK 12'	<u>1.45</u>	LINEAR FT.
3. "ONLY" 96"	<u>34.00</u>	LINEAR FT.
4. RIGHT OR LEFT TURN ARROW FEDERAL SPEC.	<u>29.00</u>	EACH
5. STRAIGHT ARROW FEDERAL SPEC.	<u>29.00</u>	EACH
6. COMBINED ARROW FEDERAL SPEC.	<u>33.00</u>	EACH
7. WHITE & YELLOW BROAD TRANSVERSE LINES 24" WIDE	<u>1.45</u>	LINEAR FT.
8. ISLAND MARKINGS	<u>1.45</u>	LINEAR FT.
9. BULLNOSE	<u>70.00</u>	EACH
10. SCHOOL ZONE MARKINGS	<u>175.00</u>	EACH

CITY OF BEACHWOOD
PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS &
ROADS

BID SHEET #1

DURA MARK INC.
NAME OF COMPANY SUBMITTING
BID

CURTIS BRITTON
SALES PERSON

11384 CHAMBERGAIN RD / P.O. BOX 868
ADDRESS
AUBURN, OHIO 44202

(330) 995-0883
PHONE NUMBER

CONTINGENCY ALLOWANCE

\$15,000.00

TOTAL SPRING LUMP SUM

\$ 82,000.⁰⁰

TOTAL AMOUNT INCLUDING
CONTINGENCY

\$ \$97,000.⁰⁰

List below any and all exceptions to the specifications.

**City of Beachwood
BID OPENING**

DAY/DATE: March 1, 2019 **TIME:** 1:00 P.M. **LOCATION HELD:** Beachwood Law Dept. Conference Room

BIDDERS FOR (ITEM OR PROJECT): 2019 Paint Striping and Pavement Marking

PERSON OPENING BIDS: Whitney M. Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> (Properly Executed & Signed)	<u>NON-COLLUSION</u> <u>AFFIDAVIT</u> (Properly Executed)	<u>BID AMOUNT</u>
<u>Quadrant, Inc</u>	<u>✓</u>	<u>✓</u>	<u>Lump Sum Contingencies</u> <u>\$ 27,000.00 \$ 97,000.00</u>
<u>J D Striping</u>	<u>✓</u>	<u>✓</u>	<u>Lump Sum Contingencies</u> <u>\$ 70,000.00 \$ 15,000</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

CONTRACT WITH J.D. STRIPING & SERVICES, INC. FOR THE 2019 PAINT STRIPING AND PAVEMENT MARKINGS OF VARIOUS STREETS AND ROADS FOR THE CITY OF BEACHWOOD, OHIO

This Contract is entered into by and between J.D. STRIPING & SERVICES, INC., 438 Beecher Street, P.O. Box 216, Ravenna, Ohio 44266 ("Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 4, 2019**, advertised for bids for the work and/or services, hereinafter described, on **February 14, 2019 and February 15, 2019 and on February 21, 2019 and February 22, 2019** which bids were due on or before **1:00 o'clock P.M. on Friday, March 1, 2019**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **April 1, 2019**, at which time Council adopted **Ordinance No. 2019-49** approving the bid of the contractor to be the lowest and best bid ("Bid") and awarding this Contract; and

WITNESSETH, that in consideration of the Contractor being recommended by the Service Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. The Bid of J. D. Striping & Services, Inc., as set forth in Exhibit "A" a copy of which is attached hereto and incorporated herein, was found to be the best and lowest bid received. The Contract shall not exceed Eighty-Five Thousand Dollars and No/Cents (\$85,000.00), which includes a Fifteen Thousand Dollar (\$15,000.00) Contingency based upon bid document estimated quantities at the unit prices.

2. Contractor shall provide the labor and materials for the Paint Striping and Pavement Markings of Various Streets and Roads as submitted in its bid proposal and City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Service Director.

3. The Contractor shall furnish the Service Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. It shall be the responsibility of J. D. Striping & Services, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of this contract. Furthermore, it shall be the responsibility of J. D. Striping & Services, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this contract. Any alterations to this contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this contract will not be paid by the City.

5. The Contractor is an independent contractor, having discretion over the

means, methods and details of the services to be performed consistent with the overall goals and policies of the Service Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

6. The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Service Director or Finance Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

7. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

8. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

9. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor.

10. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

11. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

12. This is the entire Contract between the parties and shall not be altered except in writing signed by both parties. All provisions of this Contract are to be interpreted according to the laws of or applicable to the State of Ohio, and made effective in Beachwood, Ohio.

13. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement on the dates next to their

respective signatures.

J.D. STRIPING & SERVICES, INC.

CITY OF BEACHWOOD

By: _____

By: _____
Martin S. Horwitz, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Diane A. Calta, Law Director
Nathalie E. Supler, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against **J. D. Striping & Services, Inc.**

SIGNATURE

PRINTED NAME

TITLE

DATE

Approved as to form:

Diane A. Calta

Director of Law
Nathalie E. Supler
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Chris Arrietta, Public Works Director

DATE: 3/19/2019

SUBJECT: A Resolution supporting the submittal of a Highway Safety Funding Application with the Ohio Department of Transportation for improvements to Chagrin Boulevard from approximately 500 feet west of Richmond Road through the Interstate 271 Interchange to Orange Place and Richmond Road from approximately 800 feet north of and 500 feet south of Chagrin Boulevard; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place the LPA-Federal ODOT Let Project on the next council agenda. This project consists of the redesign of the Chagrin/Richmond intersection and the widening of the 271 bridge.

Thank you,

Chris Arrietta

INTRODUCED BY:

RESOLUTION NO. 2019-1

A RESOLUTION SUPPORTING THE SUBMITTAL OF A HIGHWAY SAFETY FUNDING APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO CHAGRIN BOULEVARD FROM APPROXIMATELY 500 FEET WEST OF RICHMOND ROAD THROUGH THE INTERSTATE 271 INTERCHANGE TO ORANGE PLACE AND RICHMOND ROAD FROM APPROXIMATELY 800 FEET NORTH OF AND 500 FEET SOUTH OF CHAGRIN BOULEVARD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Ohio Department of Transportation (“ODOT”) determined the need for a traffic study to identify potential improvements to safety and traffic flow along Chagrin Boulevard (US-422/SR-87) from Richmond Road (SR-175) through the IR-271 interchange in the City of Beachwood, Ohio (the “Project”); and

WHEREAS, pursuant to Ordinance No. 2017-126, the traffic study was conducted and the results outlined certain alternatives, including the recommended alternative, designed to improve the safety and traffic flow along Chagrin Boulevard (US-422/SR-87) from Richmond Road (SR-175) through the IR-271 interchange in the City of Beachwood, Ohio; and

WHEREAS, the preliminary costs for the Project for the recommended improvements are estimated at \$15,840,269; and

WHEREAS, the City has already been granted ODOT Highway Safety Funds totaling \$532,000; and

WHEREAS, through this application, the City will apply for additional ODOT Highway Safety Funds and for other monies through other additional funding sources to reduce the City’s required local share required to construct the Project; and

WHEREAS, at this time, ODOT requires the City to express its support of the submittal for the future funding of the Project for Highway Safety Funds.

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

Section 1: City Council supports the submittal of a highway safety funding application with the Ohio Department of Transportation to implement the recommended alternative outlined in the traffic study, a copy of the recommendation is attached hereto as Exhibit “A”, to improve safety and traffic flow along Chagrin Boulevard (US-422/SR87) from Richmond Road (SR-175) through the IR-271 interchange within the limits of the City of Beachwood, Ohio.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this Resolution that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

RESOLUTION NO. 2019-1

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to show Council's support of this Project; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2019.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019, and filed it with the Clerk.

Mayor

EXHIBIT A
RECOMMENDED PROPOSED IMPROVEMENTS

Widen the southbound approach to the Chagrin Boulevard / Richmond Road intersection through the Bryden Road intersection to accommodate the following lane configuration: five (5) lanes (left, left, thru, thru, right). Add appropriate signage to provide destination guidance.

Remove the traffic signal at the Richmond Road / Bryden Road / Corporate Park Drive intersection and convert the side street approaches to right-in, right-out only.

Widen the northbound approach to construct a second NB left turn lane at the Chagrin Boulevard / Richmond Road intersection.

Construct a westbound right turn lane at the Chagrin Boulevard / Richmond Road intersection that extends nearly to Enterprise Parkway.

Extend the third eastbound travel lane that currently begins between Richmond Road and Enterprise Parkway to the west beyond the Richmond Road intersection.

Widen eastbound Chagrin Boulevard just west of the Park East / Enterprise Parkway intersection to accommodate a left turn lane, four (4) thru travel lanes, and a right turn lane.

Widen eastbound Chagrin Boulevard to accommodate two (2) travel lanes between Enterprise Parkway / Park East Drive and the I-271 SB Ramps intersection, a dedicated / separated lane to the I-271 NB ramp, and a dedicated lane to the I-271 SB ramp.

Widen the I-271 NB exit ramp to four (4) lanes to accommodate a left, left, right, right lane configuration. Add appropriate lane control signs to provide destination guidance.

Widen the Chagrin Boulevard Bridge over I-271 from four (4) lanes to six (6) lanes. This will include three (3) westbound lanes, two (2) eastbound lanes, and one (1) separated EB lane to I-271 NB.

Widen Chagrin Boulevard between the I-271 NB ramp and Orange Place to provide an eastbound right turn lane onto Orange Place.

Reconstruct all warranted traffic signals within the study area as needed due to roadway widening.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 3/15/2019
SUBJECT: Motion to advertise for bidders 2019 Capital Program - George Zeiger Drive Resurfacing

Mayor,

Per the attached memo from GPD, I am requesting your permission to place the bidding documents for the resurfacing of George Zeiger Drive from Richmond to Cedar Road, on the next Council Agenda. The Engineer's estimate for the project is \$700,000.

Thank you,
Chris Arrietta



GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Akron Office

520 South Main Street
Suite 2531
Akron, OH 44311

tel 330.572.2100
fax 330.572.2101
www.gpdgroup.com

March 12, 2019

Chris Arrietta
Service Director
City of Beachwood Service Department
23355 Mercantile Road
Beachwood, OH 44122

**RE: Beachwood – 2019 Capital Program
George Zeiger Drive Resurfacing**

Dear Mr. Arrietta:

Our office is nearing completion of the bidding documents for the above referenced above. The scope of work is as follows:

1. Resurface George Zeiger Drive from Richmond to cedar. Replace/repair the concrete median islands at the Cedar Road/ George Zeiger intersection

The Engineer's estimate for this project is \$700,000.

We hereby request approval to advertise this project for public bidding.

Sincerely,

GPD Group

Joseph R. Ciuni, PE, PS
Consulting City Engineer

cc.

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Mayor Martin S Horwitz

FROM: Gary Haba, Police Chief

DATE: 11 March 2019

RE: MOU's between the Beachwood Police Department and the Cleveland
Clinic Police Department for exercising police powers in the City of Beachwood.

Attached are some MOU documents that I am recommending we engage in regarding the Cleveland Clinic Police Dept. They have similar agreements with most of the jurisdictions they have a significant footprint in. This allows their officers to engage in law enforcement activities and LEADS access when needed.

They do not currently, and there are no plans to start, stationing officers on a regular basis at any of the Beachwood facilities. Their officers and detectives are stationed at, or respond to, the Beachwood facilities on an as-needed basis. Examples might be that they had an alleged theft of cash from a desk drawer or they are expecting an unhappy employee who is about to be terminated.

This would better allow their officers and detectives to follow up on their own minor cases that may take place either partially or fully within the Beachwood facilities. Its use or implementation would be rare and there are no issues with it on our end. We would still respond or be investigating any significant occurrences within the city. This agreement makes sense and will not negatively impact our operations. In fact, it should be beneficial to all parties involved.

Please contact me with any questions or concerns.

INTRODUCED BY:

ORDINANCE NO. 2019-50

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE AND MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION TO EXERCISE THE AUTHORITY PERMITTED UNDER DIVISION (D) OF SECTION 4973.17 OF THE OHIO REVISED CODE; TO SET FORTH STANDARDS AND CRITERIA GOVERNING THE INTERACTION AND COOPERATION BETWEEN POLICE OFFICERS FOR THE HOSPITAL AND POLICE OFFICERS IN THE CITY OF BEACHWOOD, OHIO TO PERMIT THE CLEVELAND CLINIC POLICE DEPARTMENT WITHIN SUCH AREAS OF THE CITY AS MAY BE AUTHORIZED BY THE CITY'S CHIEF OF POLICE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Division (D) of Section 4973.17 of the Ohio Revised Code authorizes the Secretary of State, upon application of a hospital that is operated by a public or non-profit hospital agency that employs and maintains its own proprietary police department or security department, to appoint and commission persons designated by the hospital to act as police officers for the hospital; and

WHEREAS, the persons appointed as police officers for a hospital shall not engage in any duties or activities as police officers for the hospital unless the requirements set forth in Division (D) of Section 4973.17 of the Revised Code are met; and

WHEREAS, pursuant to Revised Code Section 4973.17(D)(1)(a), the Chief of Police of the City of Beachwood, Ohio has granted approval to The Cleveland Clinic Police Department to engage in duties as police officers for The Cleveland Clinic Foundation in the City of Beachwood, Ohio.

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

Section 1: In accordance with Revised Code Section 4973.17(D), Council hereby authorizes the Mayor and Chief of Police to enter into an Agreement between the City of Beachwood, Ohio and The Cleveland Clinic Foundation, a copy of which is attached hereto and incorporated herein as Exhibit "A", setting forth the standards and criteria governing the interactions and cooperation between the police officers for the hospital and the police officers in the City.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that this Agreement and the authority granted thereunder may be entered into and exercised as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-50

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2019.

Clerk

Approval: I have approved this legislation this 2nd day of April, 2019, and filed it with the Clerk.

Mayor

AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2019, by and between the City of Beachwood, Ohio a chartered municipal corporation, with a mailing address of 25325 Fairmount Boulevard, Beachwood, Ohio 44122, as authorized by Ordinance No. _____ (“City”), and The Cleveland Clinic Foundation, an Ohio nonprofit corporation, with a mailing address of 9500 Euclid Avenue, Cleveland, Ohio 44195, (“CCF”).

Recitals

- A. CCF established the Cleveland Clinic Police Department (“CCPD”) as its own proprietary police department. Members of the CCPD are appointed under Ohio Revised Code §4973.17(D).
- B. The Chief of Police of the City of Beachwood Police Department (“BPD”) recognizes the authority of the CCPD and has granted approval for officers of CCPD to be vested, while directly in the discharge of their duties as Cleveland Clinic Police Officers, with the same powers and authority vested in a municipal police officer and exercise concurrent jurisdiction over those properties owned and operated by CCF or an owned or controlled affiliate of CCF located in the City of Beachwood (a “CCF Facility” or “CCF Facilities”).
- C. This authority, in no way usurps the authority vested in the BPD wherein the CCF Facilities are situated.
- D. The City and CCF believe it is in their mutual interest to provide concurrently, through their separate police departments, police services that will enhance the safety of CCF Facilities, its patients, employees and property.
- E. It is the desire of the parties to provide for mutual assistance by the interchange and use of their police department personnel and equipment in areas inside and surrounding CCF Facilities to the benefit of both in improved safety and vitality in the City.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. Exercise of Police Powers

In accordance with the terms and limitations specified in this Agreement, police officers appointed by CCPD, under the authority of O.R.C. §4973.17, shall have full authority to exercise their police powers granted under O.R.C. §4973.17 in areas inside and surrounding CCF Facilities to the extent provided for and limited by Ohio law, all City of

Beachwood General Police Orders (GPOs), the Protocols between the City of Beachwood Police Department and Cleveland Clinic Police Department, attached hereto and incorporated herein by reference as Exhibit A, and the provisions of this Agreement.

- a. **Limitations:** Limitations on the authority granted under the provisions of this Agreement include, but are not limited to, the following:
 1. When CCPD Officers are within CCF Facilities, CCPD Officer authority granted under this Agreement is limited to CCF Facilities which shall also include all streets and alleys that transverse the listed properties shown on the maps attached hereto and incorporated herein by reference as Exhibit B, and all adjoining streets and areas of the property lines of the listed properties in Exhibit B.
 2. CCPD Officers may exercise their police powers outside the limited areas described in a. 1. of Section 1 when they are within the City's jurisdiction and en route to or from the CCF Facility or Facilities, and when exigent circumstances exist, which may include any of the following:
 - i. CCPD Officers are in hot pursuit of a fleeing suspect under O.R.C. §2935.03;
 - ii. A police officer or member of the public is in imminent peril of bodily harm if action is not taken immediately;
 - iii. The escape of a known criminal or suspect has occurred and action must be taken immediately; or
 - iv. When a CCPD Officer witnesses the commission of a crime while such crime is in progress (this does not include misdemeanor drug activity or routine traffic matters).
 3. CCPD Officers may exercise their police powers outside the limited areas described above a. 1. and 2. of Section 1 when they are participating in a cooperative enforcement effort that has been approved in advance by the Chief of Police for CCPD and the Chief of Police for BPD. Either party may appoint a designee as their representative for approval.
- b. CCPD Officers, en route to and/or en route from CCF Facilities, and while within the jurisdiction of the City, when acting under the terms of this Agreement, shall be acting within the scope of their employment for CCPD.

- c. CCPD Officers may operate emergency police vehicles on City streets while responding to an emergency call within the scope and terms of their employment and this Agreement.
- d. Any authority granted by this Agreement to CCPD Officers is limited to and shall only apply during periods when CCPD Officers are on duty. This Section is not intended to expand or alter the investigation, transportation, booking, reporting, or other responsibilities of CCPD Officers beyond those described in the Protocols attached as Exhibit A and in BPD GPOs regarding procedures governing the BPD and CCPD police departments.
- e. CCF agrees that for CCPD prisoners that need medical treatment or require hospitalization before booking or while confined by CCPD at jail or holding areas, CCPD Officers shall arrange for the prisoners' medical care or hospitalization and CCPD shall be responsible for transporting its prisoners and guarding its prisoners while medical care is given and during the hospitalization and for the cost of, if any, the medical care or hospitalization. CCPD prisoners confined at Cuyahoga County jail after booking that need outside medical care or hospitalization shall be transported by CCPD. The responsibility for guarding such prisoners shall lie with the CCPD and remain with CCPD until the prisoners is returned to the Cuyahoga County Jail. CCF agrees to be responsible for the cost, if any, of any medical care or hospitalization of CCPD prisoners during confinement at the Cuyahoga County Jail.
- f. Concurrent with signing this Agreement, CCPD shall provide to the BPD, a list of the names and badge numbers of all CCPD Officers covered under this Agreement. This list shall be updated in writing as needed and copies of the update list shall be promptly delivered to the BPD.

Section 2. Police Powers to be exercised in Accordance with Written Protocols.

The operational procedures governing the exercise of authority by CCPD Officers under this Agreement and governing the exercise of the City's authority within the jurisdiction of the City shall be set forth in Protocols agreed to, in writing, between CCF and the City and set forth in Exhibit A. Protocols may be amended from time to time in writing by the Chief of CCPD and the Chief of BPD, as the parties deem necessary.

Section 3. LEADS

As more fully-provided in Exhibit C, BPD, (the "Providing Agency"), is an agency authorized to participate in the Law Enforcement Automated Data System ("LEADS") with full access, and CCPD (the "Receiving Party"), an authorized recipient of criminal justice information ("CJI"). BPD and CCPD agree to abide by the provisions contained in Exhibit C attached hereto and expressly incorporated herein. The BPD LEADS agency coordinator shall be assigned as the agency coordinator for CCF

Section 4. Expenses

No charges shall be made by either CCF or the City for services rendered by one to the other under the provisions of this Agreement. Each party shall assume the expense of loss or damage to its own equipment that may occur while in the other Party's territorial limits or while rendering assistance to the other party.

Section 5. Liabilities

Each party agrees to assume the risks and responsibility for the acts or omissions of its own officers, employees or agents acting within the scope of their employment.

Section 6. Insurance

Each party confirms that it has insurance coverage for all of its personnel covered under this Agreement and that such insurance applies while such personnel are acting under this Agreement.

Section 7. Term and Termination

This Agreement shall be in effect after its execution under the laws of the State of Ohio and shall expire on December 31, 2021. Either party may withdraw from this Agreement upon giving the other party at least thirty (30) days prior written notice of intent to withdraw.

Section 8. Meetings

During the Term of this Agreement, either party may notify the other Party of its desire to meet, at a mutually convenient time and place, to discuss any dispute, problem, or proposed termination.

Section 9. No Assignments

The City and CCF each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor CCF shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 10. Amendments

This Agreement may be amended from time to time by mutual agreement of the parties in writing. Any such amendment shall be signed by the parties and attached to the Agreement as addenda.

Section 11. Notices

All notices that may be proper or necessary shall be sent by regular U.S. Mail, postage pre-paid, to the following addresses or to such other address as either Party may designate for such purpose:

City of Beachwood

Law Director
25325 Fairmount Blvd.
Beachwood, Ohio 44122

The Cleveland Clinic Foundation

The Cleveland Clinic Police Department
9500 Euclid Avenue (Mail Code U12)
Cleveland, Ohio 44195

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

THE CITY OF BEACHWOOD, OHIO

By: _____
Martin S. Horwitz,
Mayor

By: _____
Gary Haba
Chief of Police

THE CLEVELAND CLINIC
FOUNDATION

By: _____

Print Name: _____

Its: _____

Approved as to form and correctness:

Diane A. Calta,
Law Director
City of Beachwood

**EXHIBIT A
PROTOCOLS BETWEEN**

BEACHWOOD POLICE DEPARTMENT

And

CLEVELAND CLINIC POLICE DEPARTMENT

PURPOSE:

To establish procedures between the Beachwood Police Department ("BPD") and the Cleveland Clinic Police Department ("CCPD") for exercising police powers in the City of Beachwood (the "City"). The BPD is the law enforcement and investigative branch for the City of Beachwood. CCPD is the law enforcement and investigative branch of The Cleveland Clinic Foundation, its affiliated hospitals and healthcare facilities (collectively "CCF").

POLICY:

The City, as a provision of the mutual aid agreement between itself and CCF agrees that police officers appointed by CCPD have full authority commensurate with the authority held by BPD officers, including misdemeanor related authority, when CCPD officers are on CCF real property or premises located in the City and to the limited extent authorized when in the City but outside of or off CCF property. The authority granted CCPD officers on or off CCF property applies only when CCPD officers are engaging in activity directly in the discharge of their duties as police officers for CCF.

These protocols are not intended to, and are neither to be construed to, limit the lawful police power of the BPD nor to confer any additional police powers on CCPD not already held by CCPD officers, except to permit CCPD officers to enforce the laws on and off the CCF property within the parameters set forth in CCPD's Agreement with the BPD and these protocols attached to and incorporated into the Agreement. CCPD Officers will act only within and to the extent permitted by law and CCPD is solely responsible for insuring compliance by its officers with this requirement.

A mutual concern of the CCPD and the BPD is the preservation of peace, protection of persons and property, and the enforcement of state and municipal laws and regulations on and around CCF Facilities.

To provide an open line of communication and cooperation with one another, and to assure the effective accomplishments of mutual responsibilities, the following operational Protocols are hereby adopted by the BPD and the CCPD.

PROCEDURES:

I. CCPD has powers commensurate to BPD in the following situations:

A. When CCPD officers are within the property expressly owned, leased or contracted by CCF, including all streets and alleys that traverse the properties listed, all adjoining streets and sidewalks, and all areas within 300 feet of the properties described in this section. CCPD shall provide the BPD with a current written list of these properties along with map(s) identifying the name or type of property and the parameters of the locations, and shall promptly update the BPD in writing of any additions or deletions of property.

B. When CCPD officers are within the City's jurisdiction and, while on-duty on or en route to or from CCF property, and exigent circumstances exist, including:

1. CCPD officers are in hot pursuit (vehicle or foot) of a fleeing suspect.
2. A police officer or member of the public is in imminent peril of bodily harm if action is not taken immediately.
3. The escape of a known criminal or suspect has occurred and action must be taken immediately.
4. When a CCPD officer witnesses the commission of a crime while such crime is in progress, excluding misdemeanor drug activity and routine traffic violations that do not place the public in immediate risk. An example of a traffic offense that is not excluded is a driver suspected of Operating a Vehicle while under the Influence (OVI).
5. When CCPD is participating in a cooperative enforcement effort with the BPD as mutually approved in writing in advance by the Chiefs of the BPD and the CCPD or their designees.

II. BPD responsibilities:

A. The BPD will have investigative responsibility for the following incidents:

1. Incidents involving Aggravated Murder, Murder, Attempted Murder and any Felony of the First Degree;
2. Incidents involving actual explosives or incendiary devices;
3. Hostage situations;
4. Deaths other than "Probably Natural";
5. Use of deadly force whether or not the force results in an injury;
6. Incidents of Ethnic Intimidation and/or Hate Crimes;
7. Felony Sexual Assaults – CCPD shall provide a monthly status report on misdemeanor sexual assault investigations to the PD Officer In Charge ("OIC") of the Detective Bureau; and
8. Any incident that the BPD desires to preempt the investigative function.

B. In the discretion of the BPD, receive and serve all warrants that have been generated as a result of CCPD officers' enforcement efforts that are delivered to the BPD, via the City's Clerk of Court's Office.

C. Provide all crime statistics necessary for the CCPD to prepare the federally mandated annual report on campus crime statistics and security.

D. In the sole discretion of the BPD, assist the CCPD with investigations or other matters of mutual concern when called on by CCPD to do so.

Nothing in these Protocols shall prohibit the BPD from investigating other felony or misdemeanor complaints occurring on CCF property deemed to be of investigative interest to the BPD.

III. CCPD Responsibilities:

A. Comply with the requirements of O.R.C. 4973.17(D) and the Agreement between the City and CCF and all future amendments or addendums to the Agreement. The Agreement including these Protocols, is not intended to and shall not be construed to limit the BPD's lawful authority in any way.

B. Investigate all felonies and misdemeanors that occur on CCF property with the exception of incidents listed in Section II. A. above for which the BPD has investigative responsibility. In the case of incidents of domestic violence, the CCPD shall comply with BPD policies and procedures under applicable BPD General Police Orders ("GPOs").

C. Provide the BPD with copies of all initial felony crime reports, misdemeanor crime reports in which suspects have been arrested, other crime reports, and filed reports, including in those that have been investigated by the CCPD, by fax or electronic mail to Police@BeachwoodOhio.com within 24 hours of their completion.

D. Consult with the City Prosecutor whenever necessary for the issuance of charges concerning any arrest.

E. When called upon, assist the BPD with investigations, or other matters of mutual concern, for which the ultimate investigative responsibility rests with the BPD.

F. Establish a relationship with the Clerk of the City Municipal Court to acquire, process, and return misdemeanor citations.

G. CCPD supervisors shall be responsible for monitoring the activity of CCPD officers. The CCPD shall be responsible for ensuring that all CCPD officers are trained in arrest procedures, the proper exercise of arrest powers, and other applicable training. The BPD is not responsible for the supervision, training, or actions or failure to act, of any CCPD Officer.

H. Handle and process juvenile arrests, using the BPD's holding facility until disposition to the detention home or released to a parent or guardian, responsible adult or other lawful authority.

I. Handle the towing of vehicles connected to an arrest using its own contract towing agencies, unless directed otherwise by the on-scene BPD sector supervisor.

J. Promptly notify the BPD Impound Unit in writing of all tows that occur off of CCF property.

K. Promptly inform the BPD Detective Bureau of all felony arrests and all instances of serious physical injury to any person involved, including CCPD officers.

L. Adopt the BPD "hot pursuit" policy or a hot pursuit policy that is more restrictive than such policy.

M. Arrange for necessary medical treatment of prisoner(s) prior to the prisoner(s) being booked.

N. Be responsible for testing and storage of any evidence material and its custody for presentation at trial.

O. CCPD supervisors shall respond to all incidents involving CCPD officers regardless if the CCPD officer incident is on or off duty related. CCPD may contact and request BPD supervisors to assist on incidents of mutual interest.

IV. CCPD Responsibilities for CCPD Prisoners Brought to City Jails

A. Jail Booking Procedures; Arrest Procedures

1. All CCPD Prisoners shall be conveyed to the Beachwood City Jail located at the Beachwood Police Department located at 2700 Richmond Road, Beachwood, Ohio 44122. If the Beachwood City Jail is filled to capacity, the CCPD shall transport CCPD prisoners to an alternate holding facility as may be directed by the BPD.

2. CCPD Prisoners shall be booked by the CCPD arresting Police Officer(s) as directed by the BPD. The top right hand corner of the booking card shall be marked distinctly with the initials "CCPD". The Offense/Incident Number must be included with the booking information.

a. One copy of the booking information card shall be provided to the CCPD Officer transporting the prisoner.

b. The BPD retains the right, in its sole discretion, to refuse to accept any CCPD prisoner.

3. CCPD must adopt and apply to CCPD prisoners BPD's general policies regarding prisoner DNA collection procedures and obtaining fingerprints. CCPD arresting Police Officer(s) must complete any accompanying paperwork and are responsible for consulting with the City's Prosecutor if the CCPD prisoner refuses to provide a DNA sample or fingerprint.

4. For each CCPD prisoner held at the Beachwood City Jail, CCF agrees to pay the cost of one hundred dollars (\$100.00) per day paid to the City of Beachwood per prisoner, based on a twenty-four hour time period for basic housing, clothing and food. The City of Beachwood may increase this amount as necessary to cover the costs of housing prisoners and upon a thirty (30) days written notice to CCF and CCPD.

5. BPD may furnish the use of a breath testing instrument and a certified operator to CCPD at the sum of thirty-five dollars (\$35.00) per test.

B. Responsibility for Payment of CCPD Prisoner Outside Health Care and Hospitalization

1. CCPD acknowledges that CCF shall have the sole responsibility for payment of any and all CCPD prisoner outside health care and/or hospitalization fees and charges, including but not limited to prescription costs, and shall reimburse the provider directly and/or promptly reimburse the City of Beachwood for any such costs.

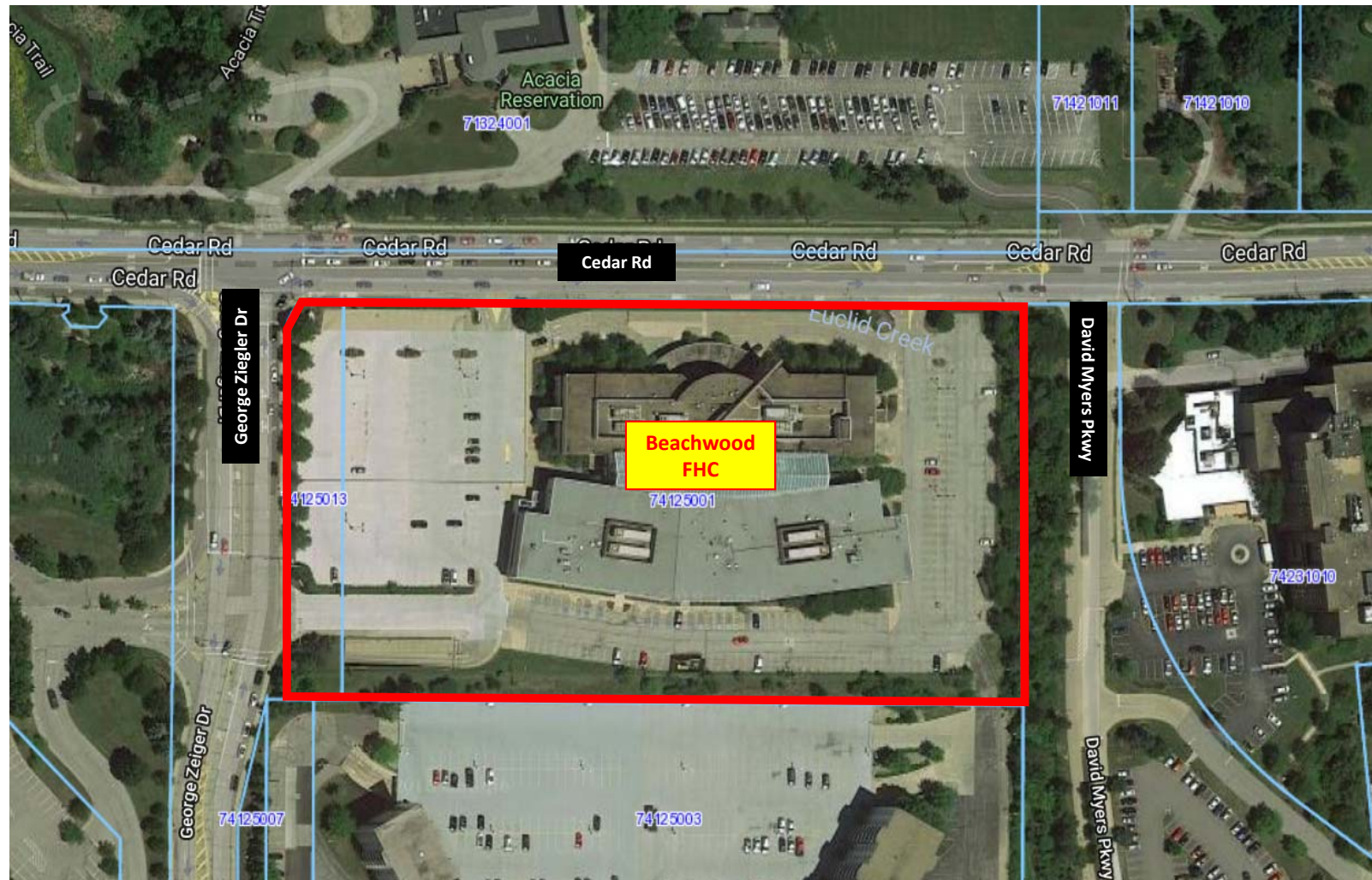
V. Amendment of Protocols. Changes to these protocols shall be in writing approved by signatures of the BPD Chief of Police and the CCPD Chief of Police, or their designated representatives.

Approved as of February __, 2019

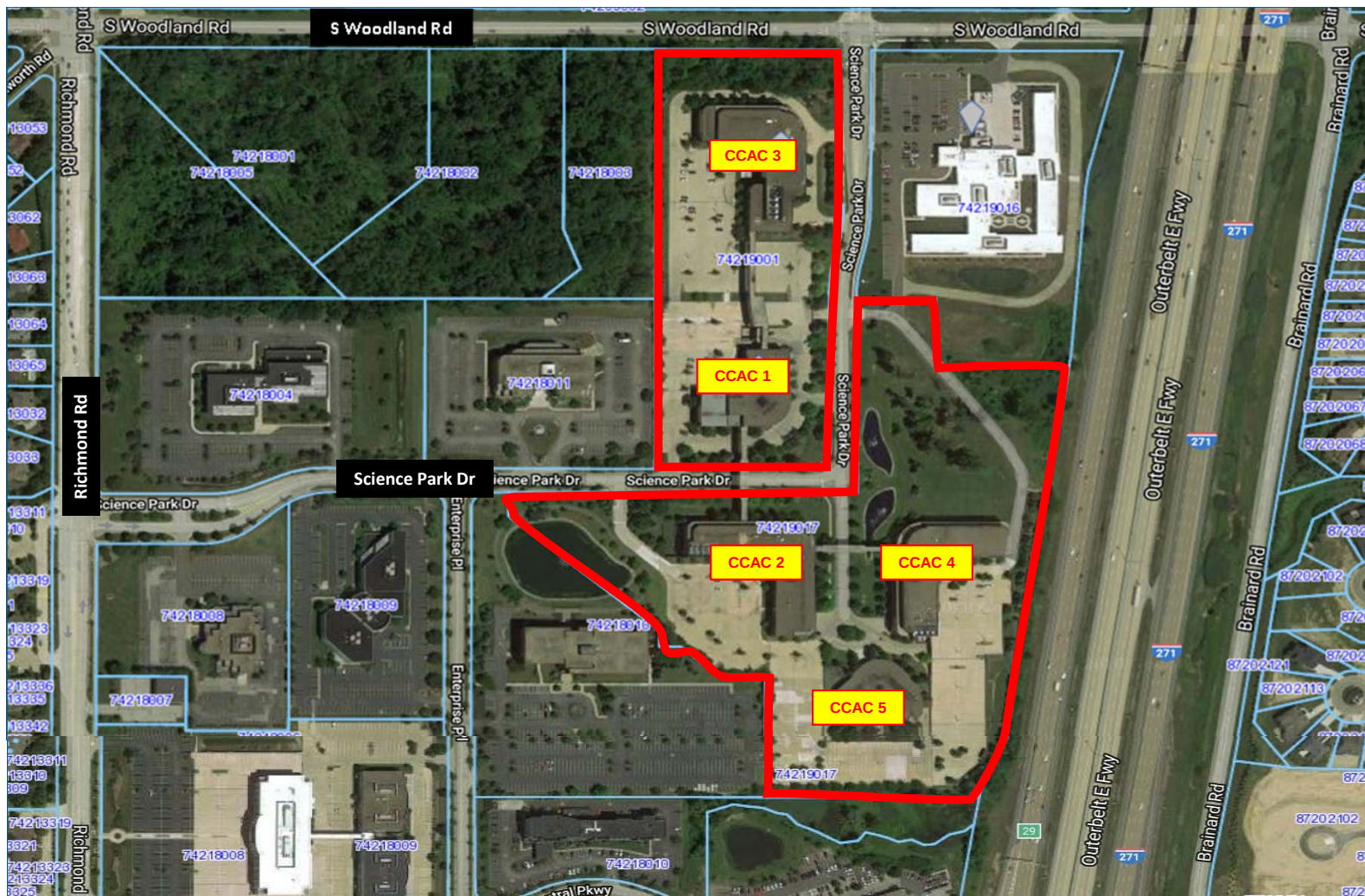
City of Beachwood, Ohio
Chief of Police

Cleveland Clinic Police Department
Chief of Police

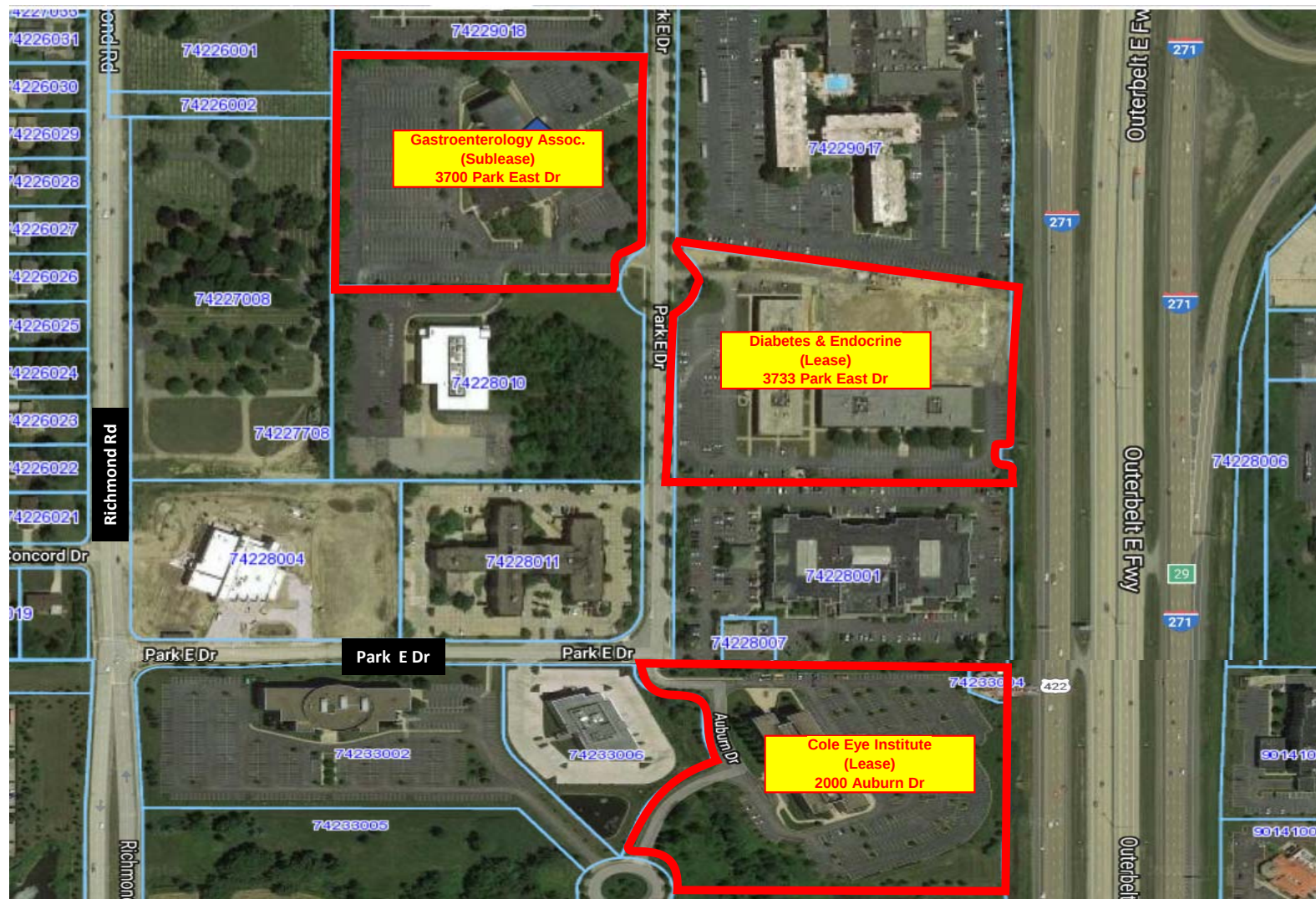
Beachwood Family Health Center



Cleveland Clinic Administrative Campus w/o Select Medical



Other Cleveland Clinic Beachwood Locations



**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES**

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization, or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General).

The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a. Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The

APPENDIX H: SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (pages 153-155); the Security Addendum itself (pages 156-158); and the Security Addendum Certification (page 159).

Exhibit 2

July 28, 2016

Recently a request was submitted to the National Crime Information Center (NCIC) for assignment of originating agency identifiers (ORIs) for a hospital police department. Upon review of the request, the Federal Bureau of Investigation (FBI) Criminal Justice Information Law Unit (ILU), reversed the previous decision to grant hospital police departments' full access to FBI Criminal Justice Information Services (CJIS) Division systems. In brief, the ILU determined private hospital police departments do not qualify under Title 28 United States Code (U.S.C.) § 534 to receive full access to CJIS information.

Additional documentation is needed if the hospital police department intends to request a full access ORI. The CJIS ILU requires the following information be submitted for review:

- A contractual agreement between the hospital police department and the municipal police department or county sheriff that incorporates the FBI CJIS Security Addendum and identifies the criminal justice services provided by the hospital police department.
- Documentation that shows employees of the hospital police department have statutory power of arrest and meet all training requirements required by law.
- A designated staff member of the municipal police department or county sheriff that has entered into agreement with the hospital police department that will act as the Agency Coordinator (AC). The AC is responsible for training, continuing education, and certification testing of all personnel who will have access to CJIS Division systems. (The agency coordinator is the TAC).

Exhibit I

LEADS

Law Enforcement *Ohio* Automated Data System

Major Shawn Davis, Chair, LEADS Steering Committee

LEADS STEERING COMMITTEE

- Chief Bruce Gower
- Chief Timothy J. Malley
- Sheriff Randy Thorp
- Judge Gary L. Byers
- Sheriff Russell Martin
- Director Joe Dietz
- Manager Peggy O'Neill
- Chief Heinz von Eckartsberg

November 1, 2016

Cleveland Police Department
1300 Ontario Street
Cleveland, OH 44113
Attn: Sgt. Lisa Ciritovic

Sgt. Ciritovic:

This correspondence is provided to clarify LEADS expectations of the Cleveland Police Department employee appointed as the agency coordinator for Cleveland Clinic Police Department (CCPD).

Under LEADS Rules, each agency accessing LEADS/NCIC information must appoint a terminal or a non-terminal agency coordinator, depending on the type of access. Because CCPD is an MDT only agency and intends to keep that access, they are required by LEADS Administrative Rule 3 to appoint their own TAC who is responsible for all training, continuing education, and certification testing of all personnel who have access to CJIS Division systems.

The FBI recently determined the law enforcement agency with jurisdiction over the hospital must appoint an agency coordinator to manage the agreement with the hospital. LEADS will require the TAC at the hospital to continue serving as the point-of-contact, administrator of CJIS systems programs at the agency and overseer of the agency's compliance with CJIS systems policies. As the law enforcement agency with jurisdiction over the CCPD, the Cleveland Police Department assigned agency coordinator will review the training and sign-off sheets provided by the CCPD TAC to ensure required training has been completed.

Please contact the LEADS Administrative Office with any additional questions regarding this matter.

Sincerely,



Jeremy Hansford
Ohio CJIS Systems Officer

IN WITNESS WHEREOF, the parties execute this Information Exchange Agreement

The Cleveland Clinic Foundation

BY: _____
Name Typed or Printed

Signature

Title

Date

The City of Beachwood Police Department

BY: _____
Name Typed or Printed

Signature

Title

Date

use, dissemination, and release of CJI obtained through LEADS, the Providing Agency will have the option of terminating this Agreement immediately, without 30 days written notice of termination to the Receiving Agency. If the Providing Agency chooses to continue this Agreement, the Providing Agency will not be responsible for providing information to the Receiving Agency that is prohibited by the sanctions imposed on the Receiving Agency under OAC Section 4501:2-10-11.

7. In the event the Providing Agency is sanctioned under OAC Section 4501:2-10-11 for failure to comply with any applicable laws, rules, regulations, user agreements, or policies related to the access, use dissemination, and release of CJI obtained through LEADS, the Providing Agency will not be responsible for providing information to the Receiving Agency.
8. This Agreement may be amended in writing signed by an authorized representative of each Party.
9. This Agreement may be executed in multiple counterparts, each of which shall be recognized as an original signature.

AGREEMENT PERIOD:

This Agreement is effective from the date of last signature to the agreement through December 31, 2021, at which time the Agreement may be renewed for an additional two-year period upon written notice by the Providing Agency.

AGENCY COORDINATOR

The BPD LEADS agency coordinator shall be assigned as the agency coordinator for CCF. CCF is responsible for training, education, certifications, etc., and BPD shall not receive sanctions for any LEADS violations committed by CCF.

INDEMNIFICATION AND HOLD HARMLESS

CCF shall indemnify, defend and hold harmless the City of Beachwood, its officers, agents, employees or representatives (each of the foregoing being hereinafter referred to collectively as the "City") from all claims and liability for any loss, damage, or injury to persons or property arising from or related to the performance of this Agreement.

EXHIBITS

Exhibits attached and expressly incorporated herein:

1. LEADS Steering Committee Letter dated 11/1/16
2. Hospital PD requirements for NCIC ORIs
3. Appendix H

- iii. The LEADS Security Policy;
 - iv. NCIC Operating Manual;
 - v. LEADS training materials;
 - vi. LEADS administrative messages and periodic LEADS newsletters;
 - vii. Any other applicable federal and state laws and regulations.
- b. The Receiving Agency shall meet or exceed all applicable security requirements as described in the LEADS Security Policy. This includes, but is not limited to:
- i. Access and use CJI for official criminal justice purpose only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable LEADS policies;
 - ii. Limit access to CJI to authorized employees;
 - iii. Prevent non-criminal justice personnel or personnel not under the management control of the Receiving Agency from accessing CJI in any form, including printed, spoken, and electronic;
 - iv. Prohibit and prevent dissemination of CJI via unsecure electronic modes of communication;
 - v. Ensure every individual within the scope of the Receiving Agency's authority with access or exposure to CJI completes the required training before being provided access, and continues the ongoing LEADS training requirements.
- c. The Receiving Agency shall maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement.
3. The Providing Agency shall not be responsible for the acts and omissions of the Receiving Agency, its agents, or its employees, or the results thereof. The Receiving Agency will assume all risk and liability to itself, its agents, or its employees resulting in any manner from conduct of its own operations and the operations of its agent or employees with regard to the access, use, dissemination, and release of CJI obtained through LEADS and shared by the Providing Agency pursuant to this Agreement.
4. Except as otherwise provided in this Agreement, a Party shall not be liable to another Party for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating from or relating to this Agreement.
5. Either Party of this Agreement may terminate the Agreement at any time for any reason, provided, however, that the terminating Party shall provide at least 30 days written notice of termination to the other Party.
6. In the event that the Receiving Agency is sanctioned under OAC Section 4501:2-10-11 for failure to comply with any applicable laws, rules, regulations, user agreements, or policies related to the access,

Exhibit C
INFORMATION EXCHANGE AGREEMENT
BETWEEN
CITY OF BEACHWOOD POLICE DEPARTMENT
AND
CLEVELAND CLINIC FOUNDATION

This Information Exchange Agreement ("Agreement") is entered into by and between the Cleveland Clinic Foundation and the City of Beachwood Police (hereinafter, the "Parties").

WHEREAS, The City of Beachwood Police (hereinafter referred to as "**the Providing Agency**" or "**BPD**") is a criminal justice agency authorized to participate in the Law Enforcement Automated Data System (LEADS) with full access (including entry, retrieval, and message switching capabilities); and,

WHEREAS, The Cleveland Clinic Foundation (hereinafter referred to as "**the Receiving Agency**" or "**CCF**") is an authorized recipient, as defined by the LEADS Security Policy, of criminal justice information (CJI); and,

WHEREAS, Section 4501:2-10-06 of the Ohio Administrative Code (OAC) requires agencies to enter into information exchange agreements to share CJI obtained through LEADS; and,

WHEREAS, pursuant to OAC Section 4501:2-10-06, the Parties wish to enter into an information exchange agreement, under which the Providing Agency will provide CJI to the Receiving Agency;

NOW THEREFORE, the Parties set forth the following rights and responsibilities with regard to the storage, exchange, and use of CJI accessible via the LEADS system and shared pursuant to this Agreement:

1. Providing Agency's Duties:

- a. The Providing Agency will provide the Receiving Agency such CJI as the Receiving Agency, by its nature and function, is qualified to receive, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; wanted and stolen property information; and other information as may become available and qualified for Receiving Agency use.

2. Receiving Agency's Duties:

- a. The Receiving Agency shall comply with all applicable laws, rules, regulations, user agreements, and policies related to the access, collection, storage, use, dissemination and release of CJI from LEADS obtained pursuant to this Agreement. This includes, but is not limited to:
 - i. Ohio Administrative Code Chapter 4501:2-10;
 - ii. The LEADS Operating Manual;