



September 15, 2025
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Amendments to the Agenda (if necessary)**
- 5) Approval of minutes from previous meeting(s)**
 - a. May 19, 2025
 - b. June 30, 2025
- 6) Communications from the Mayor**
- 7) City Administrator's Report**
- 8) Departmental Report(s)**
 - a. Building Department
- 9) Report of the Clerk of Council**
- 10) Public Comment - Legislative Agenda Items only**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 11) Public Comment - General**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).

12) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 177-2025(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 178-2025(F): First Reading. A Resolution accepting the amounts and rates as determined by the Budget Commission; authorizing the necessary tax levies and certifying them to the County Fiscal Officer; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 179-2025(F): First Reading. An Ordinance authorizing the Mayor to execute and deliver subdivision participation and release forms to participate in nationwide settlement agreements with opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve opioid litigation; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 180-2025(F): First Reading. An Ordinance authorizing the Mayor to execute and deliver subdivision participation and release forms to participate in the direct settlement of claims concerning alleged misconduct related to opioids against Purdue Pharma L.P. & Sackler Family; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 181-2025(CRR): First Reading A Resolution authorizing a change order to the Agreement with GameTime for the installation of a potable splash pad for Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 182-2025(CRR): First Reading A Resolution authorizing the Mayor to execute a contract with The Ohio Floor Company for the sanding and refinishing of the gym floor at the Cleveland Heights Community Center and waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 183-2025(COTW): First Reading A Resolution providing for a contribution in support of the 2025 Heights Halloween Fest & Candy Crawl; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Petras

ORDINANCE NO. 187-2025(F): First Reading An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 188-2025(F): First Reading An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 189-2025(PSH): First Reading A Resolution accepting a grant from The Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program; authorizing the use of grant funds; authorizing the Mayor to enter into an agreement with Motorola Solutions for body-worn cameras; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

b. First Readings Only

RESOLUTION NO. 184-2025(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

c. Consent Agenda

RESOLUTION NO. 185-2025(CRR): First Reading. A Resolution recognizing October, 2025 as *National Breast Cancer Awareness Month*; October 13, 2025 as *Metastatic Breast Cancer Awareness Day*; and October 17, 2024, as *National Mammography Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Councilmembers

RESOLUTION NO. 186-2025(CRR): First Reading. A Resolution recognizing October 2025 as *Domestic Violence Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Councilmembers

13) Committee Reports

14) Old Business

15) New Business

16) Council Member Comments

(Note: Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

17) Council President's Report

18) Adjournment

NEXT MEETING OF COUNCIL: OCTOBER 6, 2025



May 19, 2025
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:49pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

Excused: Jim Posch

Also Present: Mayor Seren, Director Hanna, Clerk Balester

3) Excuse absent members

- Councilmember Posch excused

4) Amendments to the Agenda (if necessary)

Motion to add RES 100-2025 to First Reading Consideration of Adoption

Requested: Jim Petras

Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

5) Approval of minutes from previous meeting(s)

a. March 3, 2025

APPROVED

b. March 17, 2025

APPROVED

6) Communications from the Mayor

- Said he has a written statement that he will release tomorrow, tonight he is here to listen.

7) City Administrator's Report

- None

8) Departmental Report(s)

- None

9) Report of the Clerk of Council

- a. To notify Council that a Notice from the Ohio Division of Liquor Control has been received for the transfer of a D1/D2/D3 liquor permit from Boiling Seafood LLC to Lees Seafood Boil Lee Road LLC. This matter has been referred to the Mayor and the Chief of Police.

10) Public Comment - Legislative Agenda Items only

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. The Council President reserves the right to reduce the time limit based on the volume of business on the agenda.

Speakers

Name	Resident/Board Member/Other	Topic
Sarah Popivker	Resident	RES 100-2025; Antisemitism
Adam Small	Resident	RES 100-2025; Antisemitism
Yaakov Bengier	Resident	RES 100-2025; Antisemitism
Drew Herzig	Resident	RES 098-2025; Pride Month

11) Public Comment - General

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. The Council President reserves the right to reduce the time limit based on the volume of business on the agenda.

Speakers

Name	Resident/Board Member/Other	Topic
Cindy Evans	Resident	Home Exterior Repair

		Program
Eileen Ramerman	Resident	Mayor's Resignation
Angel Fasolo	Resident	Mayor's Resignation
Kelly Ovsek	Resident	South Overlook/Cedar Rd. Property
Parker Heller	Other	Mayor's Resignation
Rachel Lerner	Resident	Mayor's Resignation
Michael Dubson	Other	Racism in Cleveland Heights
Susan Efroymson	Resident	CEM (Citizens for an Elected Mayor)
Rhonda Davis Lovejoy	Resident	Antisemitism in Cleveland Heights
Amy Eugene	Resident	Mayor's Resignation
Alex Popivker	Resident	Adopting IHRA & Genocide Convention
David Popivker	Resident	Antisemitism
Phillip Wadsworth	Resident	South Overlook/Cedar Rd. Property
Helen Liggett	Resident	South Overlook/Cedar Rd. Property
Julie Kaufman	Staff Member	Antisemitism in Cleveland Heights
Karin Lash	Resident	Mayor's wife's comments
Diana Gurley	Resident	South Overlook/Cedar Rd. Property

12) LEGISLATION

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 089-2025(AS): First Reading. A Resolution reappointing Terry Saylor as an alternate member of the Architectural Board of Review of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 090-2025(CRR): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Bobcat of Akron through the Sourcewell cooperative purchasing program for the acquisition of one Bobcat Skid Steer Loader and one Bobcat Compact Tractor for the Department of Parks and Recreation; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 092-2025(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Judco Truck Equipment, for the acquisition of a 12-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 093-2025(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Rush Truck Centers for the acquisition of an International Model HV507 Single Axle Cab and Chassis for the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 094-2025(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group for engineering design services associated with the waterline replacement project on Brinkmore and Mt. Laurel Roads; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 095-2025(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group for engineering design services associated with the construction of a new extension of Blanche Avenue; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 096-2025(CRR): First Reading. A Resolution authorizing the Mayor to execute an agreement with the Djapo Cultural Arts Institute, Inc. for the purpose of planning, coordinating, and providing music, dancing, education, and local vendors for the City's Juneteenth Arts and

Culture Fest at Cain Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Jim Petras

No: Davida Russell

LEGISLATION PASSED

RESOLUTION NO. 100-2025(COTW): First Reading. A Resolution condemning antisemitism, reaffirming the City's commitment to tolerance, inclusivity, and respect, and expressing solidarity with Jewish residents; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmembers Cobb, Mattox, Larson, and Petras

Motion to adopt: Jim Petras

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

b. First Readings Only

RESOLUTION NO. 097-2025(COTW): First Reading. A Resolution expressing support for the Myers Manor Transitional Living Facility for Homeless Women with Children Project.

Introduced by Vice President Russell

READ INTO THE RECORD

c. Second Readings

RESOLUTION NO. 081-2025(MSES): Second Reading. A Resolution adopting the City of Cleveland Heights' Climate Forward: An Action and Resilience Plan.

Introduced by Mayor Seren

Motion to adopt: Gail Larson

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

ORDINANCE NO. 082-2025(AS): Second Reading. An Ordinance amending Section 143.04, "Compensation of Members," of Chapter 143, "Landmark Commission," of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 083-2025(PSH): Second Reading. A Resolution authorizing the Mayor to execute an agreement with Lexipol, LLC for annual subscription services used to provide the Police Department with comprehensive departmental policy management solutions; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

ORDINANCE NO. 084-2025(COTW): Second Reading As Amended. An Ordinance enacting a new Section 171.16, *City Contract Publication Requirement*, requiring transparency and accountability for contracts.

Introduced by Vice President Russell

Motion to adopt: Craig Cobb

Seconded: Anthony Mattox Jr.

Motion to amend by substitution: Davida Russell

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 087-2025(PD): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with 3 D Moore Enterprises LLC for a loan under the City's Storefront Loan Fund Program to help renovate the storefronts at 3936-3946 Mayfield Road; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren

Motion to adopt: Gail Larson

Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 088-2025(PD): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with 3 D Moore Enterprises LLC for a loan under the City's Storefront Loan Fund Program to help renovate the storefronts at 3948 Mayfield Road; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida

Russell, Jim Petras
No: None

LEGISLATION PASSED

d. Consent Agenda

Motion to suspend rules: Gail Larson
Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
Russell, Jim Petras
No: None

MOTION PASSED

Motion to adopt: Anthony Mattox Jr.
Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
Russell, Jim Petras
No: None

LEGISLATION PASSED

RESOLUTION NO. 098-2025(CRR): First Reading. A Resolution declaring
June 2025 to be *LGBTQ+ Pride Month*; and declaring the necessity that this
legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Passed on consent agenda

RESOLUTION NO. 099-2025(CRR): First Reading. A Resolution
proclaiming June 6, 2025, to be *National Gun Violence Awareness Day* in
the City of Cleveland Heights; and declaring the necessity that this legislation
become immediately effective as an emergency measure.

Introduced by All City Councilmembers

Passed on consent agenda

13) Committee Reports

- **HB:** Update from HB Committee Meeting on May 12. The next HB Committee Meeting is Monday, June 9 at 5pm.
- **MSES:** Update from the May 16 MSES Committee Meeting.
- **F:** The next Finance Committee Meeting is June 3rd at 6pm.
- **PD:** The hearing on places of worship legislation has been rescheduled for 6pm on May 27. The next PD Committee meeting is May 28, and there will be

an additional PD Committee meeting on June 4 at 10:30am for the Taylor Road Merchants.

14) Old Business

- Mattox mentioned he is still working on legislation about smoke shops in Cleveland Heights, and he is going to be having a workshop and public hearing. Cobb asked if he would also be looking at the number of marijuana dispensaries within the City.

15) New Business

- None

16) Council Member Comments

(Note: Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

- **Russell:** She will be hosting a Pathway to Homeownership workshop at the Noble Rd Library on June 9th at 6 pm. HRRRC will also be there to discuss the Home Repair program they offer.
- **Petras:** Made a statement about the recent antisemitic remarks that have been reported.
- **Cobb:** Made a statement about the recent antisemitic remarks that have been reported.
- **Mattox:** There is a level of accountability that this Council has to have. Council needs to lead from a place of honesty and accountability. It is everybody's responsibility to speak out against racism and what we hear or see.

17) Council President's Report

- Made his statement about the antisemitic remarks reported. At the end of the day, there has to be accountability. He still supports the switch to an elected mayor. He described the behavior the Mayor has shown toward the Council, but the Mayor's treatment of our residents bothers him most. He is asking the Mayor to be accountable to our Jewish community.

18) Adjournment

End: 9:57pm

NEXT MEETING OF COUNCIL: JUNE 2, 2025



June 30, 2025
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:31 pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

Excused: Jim Posch

Also Present: Director Hanna, Clerk Balester

3) Excuse absent members

- Councilmember Jim Posch is excused

4) Amendments to the Agenda (if necessary)

- None

5) Approval of minutes from previous meeting(s)

a. June 2, 2025

APPROVED

b. June 13, 2025

APPROVED

c. June 16, 2025

APPROVED

d. June 25, 2025

6) Communications from the Mayor

- None

7) City Administrator's Report

- None

8) Departmental Report(s)

- None

9) Report of the Clerk of Council

a. Certification by Clerk of Council of Sufficient Signatures of City Electors upon a Recall Petition for the Office of Mayor of the City of Cleveland Heights

- A Recall Petition seeking the removal of the Mayor of the City of Cleveland Heights, submitted to the Clerk of Council of the City of Cleveland Heights, has been reviewed by the Cuyahoga County Board of Elections and has been found to contain a total of **3,845** valid signatures of qualified City electors. This number exceeds the minimum required under Article IV, Section 11 of the Charter of the City of Cleveland Heights to initiate a recall. Pursuant to the Charter, this Certification is hereby formally presented to the Cleveland Heights City Council at its regular meeting on *June 30, 2025*. As required, a copy of this Certification will also be furnished to the Mayor in accordance with the Charter. Under the Charter, the Mayor shall have five (5) days from the date of this notification to resign from office. If the Mayor does not resign within that time, Council shall call an election upon the question of the removal of the Mayor to the electors of the City.

10) Public Comment - Legislative Agenda Items only

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda.

Speakers

Name	Resident/Board Member/Other	Topic
Ann Sherif	Resident	ORD 063-2025
Drew Herzig	Resident	RES 135-2025
Phillip Wadsworth	Resident	ORD 063-2025
Lou Mande	Resident	ORD 063-2025
Erin Miyoshi	Resident	ORD 063-2025

11) **Public Comment - General**

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda.

Speakers

Name	Resident/Board Member/Other	Topic
Melody Joy Hart	Resident	CH Mayoral Recall
Christopher Woods	Resident	Racism in Cleveland Heights
Tom Hudak	Resident	CH Mayoral Recall
Melissa Woods	Resident	Weaponization of Anti-Semitism
Richard Goodwin	Resident	Firing of Jessica Schantz
James Bates	Resident	Response to Mayor's communications, the recall, and leadership
Susan Wood	Resident	CH Mayoral Recall
Eileen Ramerman	Resident	CH Mayoral Recall
Karin Lash	Resident	CH Mayoral Recall
Matthew Keri	Resident	Development on Cedar Rd.
Jason Davis	Resident	Cumberland Pool Safety Policies

12) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 135-2025(PSH): First Reading. A Resolution authorizing the Mayor to execute an agreement with Spacesaver Corporation through the Sourcwell Cooperative Purchasing Program, for the provision of new lockers to be installed in the Police Department's locker rooms; repealing in its entirety Resolution No. 101-2025; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 136-2025(PD): First Reading. A Resolution authorizing the Mayor to execute a contract with ZoneCo to assist in updating the City of Cleveland Heights' sign regulations; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 137-2025(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with the Home Repair Resource Center program management services for the Cleveland Heights Down Payment Assistance Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 138-2025(F): First Reading. A Resolution approving a petition for the adoption of a public services and improvements plan for the Cedar Fairmount Special Improvement District.

Introduced by Mayor Seren

Motion to suspend rules: Anthony Mattox Jr.

Seconded: Gail Larson

1 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
2 Russell, Jim Petras
3 **No:** None

4 **MOTION PASSED**

5
6 **Motion to adopt:** Anthony Mattox Jr.
7 **Seconded:** Davida Russell

8
9 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
10 Russell, Jim Petras
11 **No:** None

12 **LEGISLATION PASSED**

13 **b. Second Readings**

14
15 **RESOLUTION NO. 118-2025(F): Second Reading.** A Resolution approving
16 the adoption of the 2026 Tax Budget; and declaring the necessity that this
17 legislation become immediately effective as an emergency measure.

18
19 Introduced by Mayor Seren
20 Move for Adoption

21 **Motion to adopt:** Anthony Mattox Jr.
22 **Seconded:** Gail Larson

23
24 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
25 Russell, Jim Petras
26 **No:** None

27 **LEGISLATION PASSED**

28 **c. Fourth Readings**

29
30 **ORDINANCE NO. 063-2025(PD): Fourth Reading.** An Ordinance
31 authorizing the Mayor to execute a real estate purchase agreement for the
32 sale of certain vacant real property located on South Overlook Road and
33 Cedar Road, consisting of approximately 0.54 acres and identified as
34 permanent parcel numbers 685-24-001 and 685-24-033 in the Cuyahoga
35 County records; and declaring the necessity that this legislation become
36 immediately effective as an emergency measure.

37
38 Introduced by Mayor Seren

39 **Motion to postpone indefinitely:** Gail Larson
40 **Seconded:** Davida Russell

41
42 **Yes:** Tony Cuda, Gail Larson, Jim Petras
43 **No:** Craig Cobb, Anthony Mattox Jr., Davida Russell

44 **MOTION FAILED**

Motion to reconsider: Craig Cobb

Seconded: Davida Russell

Yes: Tony Cuda, Gail Larson, Jim Petras, Craig Cobb, Anthony Mattox Jr.,
Davida Russell

No: None

MOTION PASSED

Motion to Postpone Indefinitely: Gail Larson

Seconded: Davida Russell

Yes: Tony Cuda, Gail Larson, Davida Russell, Jim Petras

No: Craig Cobb, Anthony Mattox Jr.

MOTION PASSED

13) Committee Reports

- **F:** The Finance Committee will have its next meeting in August, the exact date TBD.
- **MSES:** The MSES Committee will have its next meeting in August, the exact date TBD.
- **AS:** Gave an update from the AS tonight.

14) Old Business

- **Mattox** brought up RES 097-2025 and the confusion about where the funds will come from.

15) New Business

- **Larson** spoke to the Cumberland Pool safety issues brought up by one of the public comments tonight.

16) Council Member Comments

(Note: Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

- **Larson** spoke about the recall.
- **Cobb** spoke about the Mayor's decision to fire our previous

1 Communications Director and hire the new Communications Director.

2
3 **17) Council President's Report**

- 4
5 • **Cuda** gave a brief look back at the Resolutions Council recently passed
6 regarding the situation with the mayor.

7
8 **18) Adjournment**

9 End: 8:47

10
11 **NEXT MEETING OF COUNCIL: JULY 7, 2025**

Memo

To: City Council
From: Rodney Hairston, Finance Director
Date: September 12th, 2025
Re: September 15, 2025 Budget Adjustment

For the September 15, 2025 Council Meeting, I am requesting a total budget increase of \$1,750,000 to the 2025 budget.

Here is a summary of the budget adjustments:

In November, 2024, Ordinance 218-2024 (F) Council passed legislation approving the outset of General Funds with ARPA revenue replacement in order to free local dollars for Council approved community develop projects. These include:

- Lead Free / Healthy Homes
- Down Payment Assistance
- HPO Exterior Home Repair
- HPO Garage and Tree Program

This request is to increase the 2025 budget (budget adjustment) and transfer funds from the General Fund to four (new) G/L accounts as described above.

Proposed: 09/15/2025

ORDINANCE NO. 177-2025(F), *First Reading*

By Mayor Seren

An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 011-2025, in the manner more fully described herein,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. Certain subparagraphs of Ordinance No. 011-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2025, shall be made within appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 5. The prior version of Ordinance No. 011-2025, is hereby repealed in its entirety.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and

ORDINANCE NO. 177-2025(F)

continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	2025 Budget Adjustments												
2	Ordinance #0XX-2025												
3	Cash Supplement and Inter-Departmental Transfers												
4													
5			2025 Budget							2025 Budget			Requesting
6	Fund #	Fund Description	Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Department
7													
8	101	General Fund	\$ 1,750,000.00	101	5303	CDBG Housing Pres Office	2758.0	Lead/Healthy Homes	O.T.P.S	400,000.00	General Fund / ARPA Revenue Replacement Lead removal and other safety home repairs	Budget Increase-From F101 UE Cash Balance	Planning
9													
10				101	5303	CDBG Housing Pres Office	2745.0	Down Payment Assistance	O.T.P.S	600,000.00	General Fund / ARPA Revenue Replacement Assit a non-profit (HRRRC) with providing down payment asistance to future home buyers	Budget Increase-From F101 UE Cash Balance	Planning
11													
12				101	5303	CDBG Housing Pres Office	2736.01	HPO Exterior Home Repair	O.T.P.S	550,000.00	General Fund / ARPA Revenue Replacement Assist owner occupants with exterior home	Budget Increase-From F101 UE Cash Balance	Planning
13													
14				101	5303	CDBG Housing Pres Office	2702.0	HPO Garage and Tree Program	O.T.P.S	200,000.00	General Fund / ARPA Revenue Replacement Assist ower occupants with garage repairs and dangerous tree removal	Budget Increase-From F101 UE Cash Balance	Planning
15													
16													
17		Budget Adjustment Total	\$ 1,750,000.00						Budget Adjustment Total	\$ 1,750,000.00			
18													
132													
133		Grand Total Budget A	\$ 1,750,000.00						Grand Total Budget Adjustment	\$ 1,750,000.00			
134													
135													
136		Budget Increase Funding So	Budget Impact										
137		Budget Increase-From Fund	\$ 1,750,000.00										
138		Budget Increase-From Fund	\$ -										
139		Intradepartment Transfer	\$ -										
140		Interdepartment Transfer	\$ -										
141		Offset by Revenue Increase	\$ -										
142			\$ 1,750,000.00										

Proposed: 09/15/2025

RESOLUTION NO. 178-2025(F), *First Reading*

By Mayor Seren

A Resolution accepting the amounts and rates as determined by the Budget Commission; authorizing the necessary tax levies and certifying them to the County Fiscal Officer; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the fiscal year commencing January 1, 2026;

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council, together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within the ten mill tax limitation; and

WHEREAS, Ohio Revised Code Section 5705.34 requires each taxing authority, by ordinance or resolution, to authorize the necessary tax levies and certify them to the county auditor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The amounts and rates, as determined by the Budget Commission on its certification, be, and the same are hereby accepted.

SECTION 2. There is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

	Estimate of amount to be derived from levies		County Fiscal Officer's estimate rate of tax to be levied	
	Inside	Outside	Inside	Outside
	10 mill limitation		10 mill limitation	
General Fund			2.22	7.40
Bond Retirement			1.50	0.00
Recreational Improvement Fund				0.70
Police Pension Fund				0.30
Fire Pension Fund				0.30
			3.72	8.70

RESOLUTION NO. 178-2025(F)

SECTION 3. It is hereby resolved that the Clerk of Council be, and he is hereby, directed to certify a copy of this Resolution to the Fiscal Officer of Cuyahoga County.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being to permit acceptance of such rates immediately to comply with dates set by the County Budget Commission. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Cleveland Heights city, OH
Rubris Reference Number: CL-1765299

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

Proposed: 09/15/2025

ORDINANCE NO. 179-2025(F), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute and deliver subdivision participation and release forms to participate in nationwide settlement agreements with opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve opioid litigation; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights is a subdivision eligible to participate in the settlement of the opioid litigation brought by states, local political subdivisions, and special districts against eight opioid manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”), Rubris Reference Number CL-1765299; and

WHEREAS, to participate in the aforementioned settlement, the City must submit Subdivision Participation and Release Forms to the Implementation Administrator, Rubris; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the City of Cleveland Heights to authorize the Mayor to execute and deliver to Rubris the Subdivision Participation and Release Forms to participate in the aforementioned settlement.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute and deliver to Rubris the Subdivision Participation and Release Forms to settle the City’s claims and participate in the settlement of the litigation against the Manufacturers, Rubris Reference Number CL-1765299. The Mayor, and Director of Law are hereby further authorized to take all actions and execute all documents necessary to effectuate said settlement.

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

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

ORDINANCE NO. 179-2025(F)

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to return the executed subdivision settlement participation form by the deadline of October 8, 2025. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

Proposed: 09/15/2025

ORDINANCE NO. 180-2025(F), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute and deliver subdivision participation and release forms to participate in the direct settlement of claims concerning alleged misconduct related to opioids against Purdue Pharma L.P. & Sackler Family; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights is a non-litigating subdivision eligible to participate in the settlement of the claims concerning alleged misconduct related to opioids in connection with Purdue's bankruptcy proceedings known as the Purdue Pharma L.P. & Sackler Family Direct Settlement, CL-1734962; and

WHEREAS, to participate in the aforementioned settlement, the City must submit Subdivision Participation and Release Forms to the Implementation Administrator, Rubris; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the City of Cleveland Heights to authorize the Mayor to execute and deliver to Rubris the Subdivision Participation and Release Forms to participate in the aforementioned settlement.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute and deliver to Rubris the Subdivision Participation and Release Forms to settle the City's claims and participate in the settlement of the Purdue Pharma L.P. & Sackler Family Direct Settlement, CL-1734962. The Mayor, and Director of Law are hereby further authorized to take all actions and execute all documents necessary to effectuate said settlement.

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

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

ORDINANCE NO. 180-2025(F)

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to return the executed subdivision settlement participation form by the deadline of September 30, 2025 Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 8/5/2025

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Denison Splash Pad Change Order

Purpose Statement: To authorize an increase to the "Not to Exceed" amount on Resolution 102-2023 from \$476,418.18 to \$480,418.18 (increase of \$4,000.00). This is to add a walk way from the existing walk way to the splash pad. This is outlined in red on the attachment to this.

Is this legislation recurring: Yes: _____ No: X _____

Is emergency language necessary: Yes: X _____ No: _____

If yes, why? The Splash Pad is in full swing of installation and this legislation is needed in order to increase the dollar amounts to pay the contractors.

Is passage on first reading necessary: Yes: X _____ No: _____

If yes, why? See above.

If funding is required, is it already budgeted for? Yes: X _____ No: _____

It will be paid out of fund 216.8301.2025.0 which we have money set aside.

If not already budgeted for, where will funding come from?



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

08/06/2025
Quote #
108005-01-02

City of Cleveland Heights - Denison Park - Concrete Flatwork Walkway

Cleveland Heights, City of
Attn: Andres Gonzalez
40 Severance Circle
Cleveland Heights, OH 44118
United States
agonzalez@clevelandheights.gov

Project # 108005
Job # 108005-01
Ship to Zip 44118

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - ~5' x 38' Concrete Walkway Based off the Following:- - 4" concrete pad - 4" stone - Broom Finish Non-prevailing wage rates Dirt spoils to be left on site	\$4,000.00	\$4,000.00
			Sub Total	\$4,000.00
			Total	\$4,000.00

OMNIA Partners Contract Number: 2017001134

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:
PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County
- any/all professional licensing, e.g. occupational licensing with local City and/or County
- an/all permitting, e.g. building or zoning permits
- lift-gate service by courier at time of delivery
- acceptance of delivery and offloading by DWA Recreation, Inc., or it subcontractors
- any/all waste management services, e.g. provision of a dumpster
- any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation
- any/all inspections

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

08/06/2025
Quote #
108005-01-02

City of Cleveland Heights - Denison Park - Concrete Flatwork Walkway

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

Cell Phone: _____

Email: _____

Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

Cell Phone: _____

Email: _____

Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

Cell Phone: _____

Email: _____

Fax: _____



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

08/06/2025
Quote #
108005-01-02

City of Cleveland Heights - Denison Park - Concrete Flatwork Walkway

Purchasing Information:

Purchase Amount: \$4,000.00

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____

Date: _____

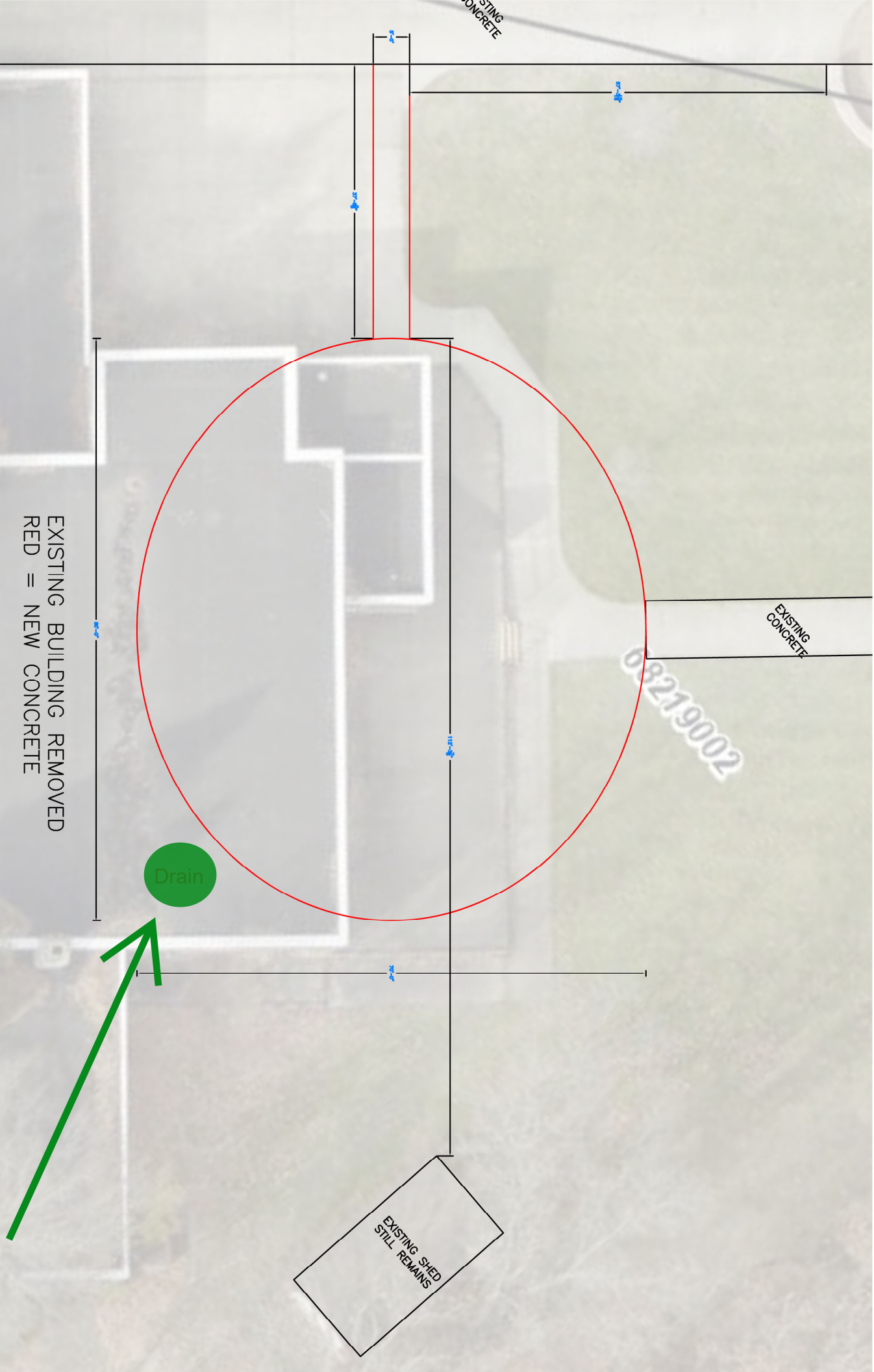
Accepted By (signature): _____

Title: _____

Phone Number: _____

Email: _____

Sales Representative: Taylor Kolanko - taylorkolanko@dwarec.com - 330-206-5453



Proposed: 09/15/2025

RESOLUTION NO. 181-2025(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing a change order to the Agreement with GameTime for the installation of a potable splash pad for Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Ordinance No. 102-2023, passed June 20, 2023, authorized a contract with GameTime for the purchase and installation of a potable splash pad for Denison Park in the amount of Four Hundred and Eighteen Dollars and 18/100 (\$480,418.18) ("the Agreement"); and

WHEREAS, the Director of Parks and Recreation has determined that it is in the best interest of the city to add a walkway from the existing walkway, to the splash pad; and

WHEREAS, GameTime has provided a quote for the new walkway at an additional Four Thousand Dollars (\$4,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute a change order to the Agreement, and to sign any other related instruments, allowing for payment of an additional amount of up to Four Thousand Dollars (\$4,000.00), resulting in a total contract amount not to exceed Four Hundred and Eighty Thousand, Four Hundred and Eighteen Dollars and 18/100 (\$480,418.18); and

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to complete the project in a timely manner. Provided it receives the affirmative vote of five

RESOLUTION NO. 181-2025(CRR)

or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 8/29/2025

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Gym Floor Resurfacing

Purpose Statement: To authorize the Mayor to execute a contract with The Ohio Floor Company to completely sand down and repaint/stain our gym floors. The current gym floor has never been completely re-sanded down. We would like to enter a direct contract with The Ohio Floor Company for this work. The only other company that would give us a quote for this work was Cincinnati Flooring as it's a very specialized field and they came in at \$13,712.00 more than The Ohio Flooring Company.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? In order to secure this work as they are a very busy company.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? Same reason as above.

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

After purchasing or securing all of council's approved capital purchases for the Community Center we will have money left over in account 216.8301.3003 to cover this expense, so no further dollars will need to be asked for and no further impact to the budget will occur.

Proposed: 09/15/2025

RESOLUTION NO. 182-2025(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute a contract with The Ohio Floor Company for the sanding and refinishing of the gym floor at the Cleveland Heights Community Center and waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the gymnasium floor at the Community Center is in need of sanding and refinishing to maintain safety and usability for residents; and

WHEREAS, The Ohio Floor Company has submitted a proposal to complete this work at a cost not to exceed Fifty-Six Thousand Dollars (\$56,000.00); and

WHEREAS, only one other company provided the City with a quote for the work, which was significantly higher in cost than the proposal submitted by The Ohio Floor Company; and

WHEREAS, the Director of Parks and Recreation considers the proposal from The Ohio Floor Company to be the lowest and best option and in the best interest of the City; and

WHEREAS, it is necessary and appropriate to authorize the Mayor to enter into an agreement with The Ohio Floor Company to complete the sanding and refinishing project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, OH that:

SECTION 1. The Mayor be, and is hereby, authorized to execute an agreement with The Ohio Floor Company for the sanding and refinishing of the gym floor at the Community Center. The agreement shall be based off the Estimate attached hereto as Exhibit A, the cost for the sanding and refinishing shall not exceed Fifty-Six Thousand Dollars (\$56,000.00) in accordance with the proposal submitted. The requirement for competitive bidding under Section 171.02 of the Codified Ordinances of the City of Cleveland Heights is waived. The agreement shall be approved as to form by the Director of Law and contain any provisions he deems advisable or necessary.

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

RESOLUTION NO. 182-2025(CRR)

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to secure the contractors in a timely manner and for the continued operations of the Community Center and safety of the residents for whose benefit it serves. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



The Ohio Floor Company

9600 County Road 1
Shreve, OH 44676
Phone: (330) 567-2176
Fax: (330) 567-2553
info@ohiofloor.com
ohiofloor.com

PROPOSAL

Proposal ID	Date
18749	8/28/2025
Sales Person	Page
KEVIN MILLER	1 of 1

Proposal To:

Cleveland Heights Parks and Recreation
1 Monticello Boulevard
Cleveland, OH 44118
Contact: Andres Gonzalez
Mobile Phone: (216) 219-4044
Phone: (216) 691-7260
E-Mail: agonzalez@clevelandheights.gov

Ship To:

Cleveland Heights Parks and Recreation
1 Monticello Boulevard
Cleveland, OH 44118
Contact: Andres Gonzalez
Mobile Phone: (216) 219-4044

Decision Maker	Ship Date	Ship Via	Description	Terms
			Main Gym Floor Complete Sand & Refinish - 2025	Net 30 days

Quantity	Description	Unit	Amount
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We hereby submit specifications and estimates, subject to all terms and conditions set forth as follows:

Scope of Work

1. Remove existing base.
2. Sand floor until smooth. Stain per approved drawing.
3. Apply water base sealer coats.
4. Layout, tape and paint game lines. 2 - MBB, 2 - MVB and 6 - Pickleball courts.
5. Apply final coats of water base finish.
6. Reinstall existing base.

1.00	Complete Sand & Refinish:	56,000.00	56,000.00
------	---------------------------	-----------	-----------

We hereby propose to furnish material and labor complete in accordance with the above specifications for the sum of (FIFTY SIX THOUSAND DOLLARS AND ZERO CENTS)

Payment Terms : The outstanding balance amount of this contract will be invoiced on NET 30 day terms upon contract completion. Upon our discretion, partial billing may occur upon partial completion of a contract.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal is valid until Saturday, September 27, 2025

Signature _____

Date _____

Subtotal 56,000.00

Sales Tax Exempt

TOTAL 56,000.00

Proposed: 09/15/2025

RESOLUTION NO. 183-2025(COTW), *First Reading*

By Councilmember Petras

A Resolution providing for a contribution in support of the 2025 Heights Halloween Fest & Candy Crawl; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the 5th annual Heights Halloween Fest & Candy Crawl will be held October 18, 2025 in the Cedar Lee District of Cleveland Heights and is presented by Dobama Theatre; and

WHEREAS, the event has become a signature celebration for Cleveland Heights, Drawing an anticipated crowd of approximately 4,000 attendees, making it one of the largest annual events in the City; and

WHEREAS, this Council would like to support the event with a contribution of up to Five-Thousand Dollars (\$5,000.00) to cover various related expenses including actor stipends, costumes & wardrobe, scenery and décor, marketing material and other entertainment (i.e., face painters, balloon artists, puppeteers, stilt walkers, and DJ) to be paid upfront by Dobama Theatre and reimbursed by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby allocates the sum of up to Five-Thousand Dollars (\$5,000.00) and authorizes the contribution of such amount from unencumbered general funds to the Heights Halloween Fest & Candy Crawl via the Dobama Theatre as a reimbursement for some costs of the event, upon receipt of a written request for same and such reasonable evidence of expenses as the Director of Finance may require.

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

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to

RESOLUTION NO. 183-2025(COTW)

make the contribution on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and become immediately effective upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



August 14, 2025

Dear Mayor and Members of City Council,

We are writing to request support from the city to help us welcome thousands of community members and guests to a growing Heights Halloween Fest & Candy Crawl that will take place in the Cedar Lee District on October 18th from 3:00-6:00pm. To date, this event has been financed through the Dobama Theatre. While they have done an incredible job producing and growing a high-quality and highly-attended event, in order to sustain it, we need the city's support.

Event Summary

Now in its fifth year, the Heights Halloween Fest has become a signature celebration for Cleveland Heights—drawing an anticipated crowd of approximately 4,000 attendees and solidifying its status as the largest annual event in the city. This beloved tradition is a cornerstone of fall festivities for families and children, who plan for it year after year with excitement and enthusiasm.

Key Event Stats:

- 5th year of event
- Produced by Dobama Theatre, including 4 stages of themed entertainment
- Guests visit Cedar Lee businesses while Trick-or-Treating the District
- 4,000+ visitors anticipated this year from the Heights and across Northeast Ohio
- Guests come for the seasonal festivities and stay to patronize restaurants in the District following the event

Community Impact

The festival not only fosters community spirit but also drives meaningful economic impact. Local businesses benefit from increased foot traffic and visibility, as the event draws visitors from across Northeast Ohio. The influx of attendees from outside the city and district introduces new audiences to the Heights, strengthening its reputation as a vibrant and welcoming destination.

With its dynamic programming, festive atmosphere, and strong visual appeal, the Heights Halloween Fest generates significant social media engagement and garners attention from regional media outlets—amplifying its reach and reinforcing its role as a cultural and economic catalyst for the community.

[Media hit from 2024 linked here.](#)

As the Heights continues to grow and evolve, the Halloween Fest stands as a testament to the power of creative placemaking, community collaboration, and seasonal celebration.



District Event Signage & Decor



Visitor Draw



Themed Stages & Actors



Interactive Backdrops for Photo Opps

Financials

How Dobama would spend the requested \$5,000 in support for this October's event:

ITEM	BUDGET	NOTES
Actor Stipends	\$1,500	Actors for 4 character stages
Costumes & Wardrobe	\$1,000	Costumes x4 stages and dry cleaning
Scenery/Platforms/Decor	\$1,000	Stage Decor, Street Decor, Backdrops
Other Entertainment	\$1,000	Face Painters, Balloon Artists, Puppeteers, Stilts, DJ
Marketing Materials & Promotion	\$500	Posters, Signs, Photography
TOTAL	\$5,000	

ASK

We ask for your support in the amount of \$5,000 for the October 18, 2025 event to help the Dobama Theatre continue offering high-quality programming, family-friendly activities, and expanded community engagement through their production of this important city event.

We look forward to continuing this joyful tradition and deepening its impact in 2025. Thank you for your consideration and for all you do to support our community and Cedar Lee business district.

Kind Regards,

Caroline Barni
Executive Director,
The Cedar Lee Special Improvement District
info@cedarlee.org

Nathan Motta
Artistic Director,
Dobama Theatre
nmotta@dobama.org

Memo

To: City Council
From: Rodney Hairston, Finance Director
Date: September 12, 2025
Re: September 15, 2025 Budget Adjustment

For the September 15th 2025 Council Meeting, I am requesting a total budget increase of \$76,450 to the 2025 budget.

Here is a summary of the budget adjustment(s):

- Planning- 3 Electric Vehicles

In 2024, Planning was awarded a voucher for \$76,450 through the Department of Energy EECBG Program. The program offers funding to support projects that reduce energy consumption, improve energy efficiency, and advance clean energy. Planning is seeking to use the funds awarded to purchase three (3) EVs. Costs, up to \$76,450, are 100% reimbursable.

This request is to increase the 2025 budget (budget adjustment) and transfer funds from the General Fund to the G/L accounts as described above.

Proposed: 09/15/2025

ORDINANCE NO. 187-2025(F), *First Reading*

By Mayor Seren

An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 011-2025, in the manner more fully described herein,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. Certain subparagraphs of Ordinance No. 011-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2025, shall be made within appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 5. The prior version of Ordinance No. 011-2025, is hereby repealed in its entirety.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and

ORDINANCE NO. 187-2025(F)

continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

	A	B	C	D	E	F	G	H	I	J	K	L
1	2025 Budget Adjustments											
2	Ordinance #0XX-2025											
3	Cash Supplement and Inter-Departmental Transfers											
4												
5			2025 Budget							2025 Budget		
6	Fund #	Fund Description	Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source
67												
68												
69	402	Financed Capital Projects Fund	\$ 76,450.00	402	5101	Planning	3004.0	Cap Equipment	Capital	\$ 76,450.00	Planning was awarded an EECBG voucher for the purchase of three (3) EVs. Requesting funding to purchase vehicles. Costs, up to \$76,450, are 100% reimbursable.	Offset by Reimbursable Grant
70												
71		Budget Adjustment Total	\$ 76,450.00						Budget Adjustment Total	\$ 76,450.00		
72												
122												
123												
124		Grand Total Budget Adjustment	\$ 76,450.00						Grand Total Budget Adjustment	\$ 76,450.00		
125												
126												
127		Budget Increase Funding Source	Budget Impact									
128		Budget Increase-From Fund 101 UE Cash	\$ -									
129		Budget Increase-From Fund 216 UE Cash	\$ -									
130		Intradepartment Transfer	\$ -									
131		Interdepartment Transfer	\$ -									
132		Offset by Revenue Increase Received**	\$ -									
133		Offset by Reimbursable Grant	\$ 76,450.00									
134			\$ 76,450.00									
135												
136		**Receipts to offset expenses, for a net \$0 impact.										

	M
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4	
5	Requesting
6	Department
67	
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69	Planning
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Memo

To: City Council
From: Rodney Hairston, Finance Director
Date: September 15th, 2025
Re: Budget Adjustment - Police

For the September 15th, 2025 Council Meeting, I am requesting a total budget increase of \$271,465 to the 2025 budget.

Here is a summary of the budget adjustments:

Revenue

City of Cleveland Grant
Shaker Heights Reimbursement
DEA Task Force Revenue
State Inter-Govt Revenue, Training

Expense

New Computer Equipment
Exercise Equipment
DEA Task Force Overtime Expense
Longevity Pay
Salary Adjustments, Police Academy
Kennel Contract
Background Checks, Fingerprints
Vehicle Upfitting
Vehicle Repairs
Firearms Training
Body Cameras

Proposed: 09/15/2025

ORDINANCE NO. 188-2025(F), *First Reading*

By Mayor Seren

An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 011-2025, in the manner more fully described herein,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. Certain subparagraphs of Ordinance No. 011-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2025, shall be made within appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 5. The prior version of Ordinance No. 011-2025, is hereby repealed in its entirety.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and

ORDINANCE NO. 188-2025(F)

continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	2025 Budget Adjustments												
2	Ordinance #0XX-2025												
3	Cash Supplement and Inter-Departmental Transfers												
4													
5			2025 Budget							2025 Budget			Requesting
6	Fund #	Fund Description	Adjustment	Fund	Department No	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Department
7													
8	101	General Fund	\$ 170,756.76	101	8701	Animal Protection	2002.0	Kennel-Contractual	O.T.P.S	\$ 25,000.00	Additonal funds needed due to Collective Bargaining Agreement Increases.	Budget Increase-From F101 UE Cash Balance	Police
9													
10				101	7201	Police Admin	1001.0	Salaries	O.T.P.S	(50,000.00)	Additional funds to cover budget shortfall. CBA contract terms doubled the 2024 longevity pay rate used in the budget.	Intradepartmental Transfer	Police
11				101	7201	Police Admin	1010.0	Longevity Pay	O.T.P.S	50,000.00		Intradepartmental Transfer	Police
12													
13				101	7201	Police Admin	1001.0	Salaries	O.T.P.S	(10,000.00)	Additional funds to cover budget shortfall. Budget accounted for one Commander. An additional commander was hired in 2025, doubling the required budget.	Intradepartmental Transfer	Police
14				101	7201	Police Admin	1017.0	Commander's Pay	O.T.P.S	10,000.00		Intradepartmental Transfer	Police
15													
16				101	7201	Police Admin	1001.0	Salaries	O.T.P.S	(70,411.00)	Per Police, the 2025 budget was too low as it did not include salary to cover Commander, Matthew Lasker.	Interdepartmental Transfer	Police
17				101	7202	Police Academy	1001.0	Salaries	O.T.P.S	70,411.00		Interdepartmental Transfer	Police
18													
19				101	7201	Police Admin	1001.0	Salaries	O.T.P.S	(102,491.00)	Per Police, the 2025 budget was too low as it did not include salary for BPO, Timothy O'Haire.	Interdepartmental Transfer	Police
20				101	7202	Police Academy	1001.0	Salaries	O.T.P.S	102,491.00		Interdepartmental Transfer	Police
21													
22				101	7202	Police Academy	2621.0	Non-Cap Equipment	O.T.P.S	1,790.00	A payment was received in July for Police Academy Defensive Tactics training provided. Requesting to use these funds to purchase Police Academy exercise equipment.	Offset by Revenue Increase	Police
23													
24				101	7201	Police Admin	2025.0	O/S Maintenance	O.T.P.S	29,021.38	A \$100k reimb. check, initially estimated and baked into the budget at \$42k, was received at the top of 2025 for professional training. Police has requested to use the surplus of \$58k for firearms training and vehicle repair expenses.	Offset by Revenue Increase	Police
25				101	7201	Police Admin	2101.0	Mat/Tools/Supplies	O.T.P.S	29,021.38		Offset by Revenue Increase	Police
26													
27				101	7201	Police Admin	3006	Comp Hardware	O.T.P.S	85,924.00		Offset by Revenue Increase	Police
28													
29	Budget Adjustment Total		\$ 170,756.76						Budget Adjustment Total	\$ 170,756.76			
30													
31	206	Law Enforcement Fu	\$ 52,709.00	206	7210	Law Enforcement Grants	3006.0	Comp Hardware	O.T.P.S	41,400.00	A grant to cover body-worn cameras was received in May. Requesting to increase budget to account for expenses.	Offset by Reimbursable Grant	Police
32													

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	2025 Budget Adjustments												
2	Ordinance #0XX-2025												
3	Cash Supplement and Inter-Departmental Transfers												
4			2025 Budget							2025 Budget			
5			Adjustment	Fund	Department No	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Requesting
6	Fund #	Fund Description	Adjustment	Fund	Department No	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Department
33				206	7210	Law Enforcement Grants	2621.0	Non-Cap Equipment	O.T.P.S	11,309.00	A long-anticipated grant payment was received from City of Cleveland in July. This grant is for the purchase of Accident Investigation Unit (AIU) computer equipment & software. Increasing budget to account for purchases.	Offset by Revenue Increase	Police
34													
35		Budget Adjustment Total	\$ 52,709.00						Budget Adjustment Total	\$ 52,709.00			
36													
46	213	Police Facility Impr	\$ 8,000.00	213	7201	Police Admin	2652	Background Checks		8,000.00	Additional funds needed through year-end to run public fingerprint and background checks	Budget Increase-From F213 UE Cash Balance	Police
47													
48													
49		Budget Adjustment Total	\$ 8,000.00						Budget Adjustment Total	\$ 8,000.00			
50													
81													
82	402	Financed Capital Pro	\$ 40,000.00	402	7201	Police Admin	3004.0	Cap Equipment	O.T.P.S	40,000.00	Additional funds needed for vehicles upfitting due to an increase in pricing	Budget Increase-From F101 UE Cash Balance	Police
83													
84													
85		Budget Adjustment Total	\$ 40,000.00						Budget Adjustment Total	40,000.00			
86													
136													
137													
138		Grand Total Budget	\$ 271,465.76						Grand Total Budget Adjustment	\$ 271,465.76			
139													
140													
141		Budget Increase Funding	Budget Impact										
142		Budget Increase-From Fui	\$ 65,000.00										
143		Budget Increase-From Fui	\$ 8,000.00										
144		Intradepartmental Transfe	\$ -										
145		Interdepartmental Transfe	\$ -										
146		Offset by Revenue Increa	\$ 157,065.76										
147		Offset by Reimbursable G	\$ 41,400.00										
148			\$ 271,465.76										
149													
150		**Receipts to offset expenses, for a net \$0 impact.											



Memorandum

Date: 6/16/25

To: City Council

From: Chief Britton

Subject: BWC Grant/Motorola

Purpose Statement:

To allow the Mayor to enter into an agreement with Motorola Solutions to purchase 50 BWC replacement cameras. See attached memo to Mayor Seren

Is this legislation recurring: Yes: ☐ No: ☒

Is emergency language necessary: Yes: ☐ No: ☒

If yes, why?

Is passage on first reading necessary: Yes: ☐ No: ☒

If yes, why?

If funding is required, is it already budgeted for? Yes: ☐ No: ☒

If not already budgeted for, where will funding come from?

This will have to be budgeted for in FY2025 budget and a grant line item created for revenues and expenditures. FY25 expenditures will be \$41,400.00 which will be fully reimbursed. FY 2026-2029 expenditures of \$41,400.00 each year will not be reimbursed. Additional grant funding will be sought but is not guaranteed.

CITY OF
CLEVELAND
HEIGHTS

DEPARTMENT OF POLICE

CHRISTOPHER M. BRITTON, CHIEF

40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118 – Telephone 216-291-4974

May 19, 2025

To: Mayor Kahil Seren
From: Christopher M. Britton, Chief of Police
CC: Rodney Hairston, Director of Finance

Mayor Seren,

The Police Department applied for and was awarded a grant from the Ohio Department of Public Safety's (ODPS) Office of Criminal Justice Services (OCJS), Ohio Body-Worn Camera Grant Program, on May 16th.

The total award amount of this non-matching grant is Forty-One Thousand Four Hundred Dollars (\$41,400.00), which will be used to reimburse the purchase of one (1) year of a five-year proposed contract for fifty (50) replacement Body Worn Cameras, including software/storage. Contract years two through five will not be covered by the grant funding (\$165,600.00). This contract will be with Motorola Solutions, using the State of Ohio term contract #21336.

Please advise how Finance wishes to account for the \$41,400.00 of reimbursable monies, as this expenditure was not budgeted for in the FY 2025 budget due to not knowing what amount, if any, we would be awarded. Moreover, separate grant line item numbers for revenues (reimbursement) and expenses (purchase order request to buy Body Worn Cameras) are needed from Finance to comply with grant auditing requirements.

Per the terms of the subgrantee Programmatic Budget submitted and approved, these BWCs (equipment) must be purchased within six months of our acceptance of this grant. You accepted this grant on 5/23/2025; therefore, we must purchase this equipment by 11/23/2025.

As you are aware, this grant will need to be presented to the City Council. Therefore, to help expedite this process, attached is a request for legislation to the Law Department to satisfy this requirement. I will also be simultaneously requesting a review and approval as to the legal form of the proposed contract from the Law Department.

Thank you for allowing us to take advantage of this funding opportunity to reduce the expense of our BWC replacement schedule.

Very Truly Yours,



Christopher M. Britton
Chief of Police



SUBGRANT AWARD AGREEMENT

Subgrant Number: 2025-BW-LEC-30504

Title: CHPD Body Worn Camera Program

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 33 of the 135th Ohio General Assembly, enacted July 4, 2023, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	City of Cleveland Heights
Implementing Agency:	Cleveland Heights Police Department
Award Periods:	07/01/2024 to 06/30/2026
Closeout Deadline:	08/29/2026
Award Amounts:	
	OCJS Funds: \$41,400.00 100%
	Cash Match: \$0.00 0%
	Inkind Match: \$0.00 0%
	Project Total \$41,400.00 100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

05/16/2025

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

Mayor
Kahlil Seren

5/23/2025

Date

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Implementing Agency.

Chief of Police
Christopher Britton

5-19-25

Date

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

Billing Address:
CLEVELAND HEIGHTS POLICE
DEPT
40 SEVERANCE CIR
CLEVELAND HEIGHTS, OH 44118
US

Quote Date:11/12/2024
Expiration Date:06/27/2025
Quote Created By:
Joe Tee
Regional Sales Manager
Joseph.Tee@
motorolasolutions.com
847-812-0333

End Customer:
CLEVELAND HEIGHTS POLICE DEPT
Sean Corrigan
scorrigan@clevelandheights.gov
440-823-8444

Contract: 21336 - OHIO, STATE OF
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	50	5 YEAR	\$4,140.00	\$207,000.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	50	5 YEAR	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	50		Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	50	5 YEAR	Included	Included	
5	SWV07S03593A	SOFTWARE ENHANCEMENTS	50	5 YEAR	Included	Included	
6	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	50		Included	Included	
7	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	



Grand Total

\$207,000.00(USD)



Pricing Summary

Payment Term			Upfront Sale Price	
Upfront Costs*				
			\$0.00	
Upfront Subscription Fee				
	Video as a Service	Annually	\$41,400.00	
Sub Total:			\$41,400.00	
Payment Term			Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$41,400.00	\$41,400.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$41,400.00	\$41,400.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$41,400.00	\$41,400.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$41,400.00	\$41,400.00
Sub Total:			\$165,600.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$207,000.00	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



 MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-2891958
(50) V700 VaaS

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2891958
(50) V700 VaaS

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. **V700 AND IN-CAR VIDEO INTEGRATION**

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. **V700 AND APX RADIO INTEGRATION**

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. **HOLSTER AWARE™ INTEGRATION**

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798
WGA00669
WGA00668
WGP02697
WGP03088
WGP03085


Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



Proposed: 09/15/2025

RESOLUTION NO. 189-2025(PSH), *First Reading*

By Mayor Seren

A Resolution accepting a grant from The Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program; authorizing the use of grant funds; authorizing the Mayor to enter into an agreement with Motorola Solutions for body-worn cameras; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Ohio Department of Public Safety's Office of Criminal Justice Services (OCJS) has awarded the City a non-matching grant through the Ohio Body-Worn Camera Grant Program in the amount of Forty-One Thousand Dollars (\$41,000.00); and

WHEREAS, the grant funds are to be used to reimburse the City for the cost of the first year of a five-year contract for the purchase of fifty (50) replacement body-worn cameras including required software and storage; and

WHEREAS, the total cost of the five-year contract with Motorola Solutions is One Hundred Sixty-Five Thousand Six Hundred Dollars (\$165,600.00); and

WHEREAS, the City recognizes that years two (2) through five (5) of the contract will not be covered by grant funds and will be funded by the City; and

WHEREAS, in order to comply with the terms of the grant award, the equipment must be purchased by November 23, 2025; and

WHEREAS, City Council finds it to be in the best interest of the health, safety, and welfare of the community to accept these funds and enter into the proposed contract to ensure the continuation of the Police Department's body-worn camera program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio:

SECTION 1. The City hereby authorizes the acceptance of a grant award of Forty-One Thousand Dollars (\$41,000.00) from the Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program for the purpose of funding the first year of the agreement with Motorola Solutions authorized by Section 2, herein.

SECTION 2. The Mayor be, and is hereby, authorized to execute a five-year agreement with Motorola Solutions for the purchase of fifty (50) replacement body-worn cameras, including the supporting software and storage, in the total amount of One Hundred Sixty-Five Thousand Six Hundred Dollars (\$165,600.00), with the first year funded by the grant award and expenditures for contract years two (2) through five (5) to be drawn from an appropriate fund as determined by the Director of Finance. The agreement and all related documents shall be approved as to form by and subject to the final approval by the Director of Law.

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

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the grant deadlines and to secure critical law enforcement equipment. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 9/9/2025

To: Cleveland Heights City Council

From: Brian Iorio

Subject: 2025 HOME Contract

Purpose Statement: To authorize the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Is this legislation recurring: Yes: _____ No: X*

*will be going forward

Is emergency language necessary: Yes: X No: _____

If yes, why? We would like to introduce legislation to enter into contract with FutureHeights and Start Right CDCs in October in order to assist with their infill housing programs using HOME program funds..

Is passage on first reading necessary: Yes: _____ No: X

If yes, why? However, I would like to have this passed on second reading if possible.

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Proposed: 09/15/2025

RESOLUTION NO. 184-2025(PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has issued regulations, set forth in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the affordable housing development program created by the Act under the Home Investment Partnership Program (the "HOME Program" or "Program"); and

WHEREAS, Cuyahoga County and the communities of City of Cleveland Heights, Euclid, Lakewood, and Parma, Ohio (collectively, the "Member Jurisdictions") have formed the Cuyahoga Housing Consortium (the "Consortium") pursuant to the Act; and

WHEREAS, for the purposes of the Consortium, Cuyahoga County is authorized by the Member Jurisdictions to act in a representative capacity for all member units of general local government (in such capacity the "Lead Entity") and assumes overall responsibility for the Consortium's HOME Program compliance with the requirements of the Act; and

WHEREAS, this Council has previously authorized executive officials to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's HOME funded programs; and

WHEREAS, this Council has determined that it would be in the City's best interests to enter into a new HOME contract with a term from May 1, 2025 to December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to execute an agreement with Cuyahoga County for Two Hundred Eighteen Thousand, Nine Hundred Sixty-one Dollars (\$218,961.00) of HOME Program funds for the City's affordable housing programs that include the homeowner rehabilitation deferred loan program and the new affordable housing infill construction program with a contract period through December 31, 2025 and to execute any other documents related to or necessary for the programs. The agreement and all related documents shall be approved as to form by and subject to the final approval

RESOLUTION NO. 184-2025(PD)

of the Director of Law.

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet County deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



GENERAL AGREEMENT GOVERNMENTAL PROVIDER

PART I

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025 by and the between Cuyahoga County, Ohio (the "County" or "Lead Entity"), on behalf of the Department of Development, and the City of Cleveland Heights Ohio, a political subdivision, with principal offices located at, 45 Severance Circle, Cleveland Heights, Ohio 44118 (the "Provider").

WITNESSETH:

WHEREAS, the County has entered into various Agreements with the United States of America providing for financial assistance to said County under the Cranston-Gonzalez Affordable Housing Act (the "Act"); and

WHEREAS, pursuant to the Act, the County is undertaking by and through its Department of Development certain activities; and

WHEREAS, such activities to be performed include HOME Qualified Activities and Administration by participating jurisdictions; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD"), subsequently issued regulations set forth in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the affordable housing development program created by the Act under the Home Investment Partnership Program (the "HOME Program" or "Program"); and

WHEREAS, the Act contemplates and encourages the joining together by agreement of contiguous communities into a consortium for the purpose of carrying out the objectives of the Act; and

WHEREAS, the County, and the communities of City of Cleveland Heights, Euclid, Lakewood, and Parma, Ohio (collectively, the "Member Jurisdictions") have formed the Cuyahoga Housing Consortium (the "Consortium") pursuant to the Act, and,

WHEREAS, for the purposes of the Consortium, Cuyahoga County is authorized by the Member Jurisdictions to act in a representative capacity for all member units of general local government (in such capacity the "Lead Entity") and assumes overall responsibility for the Consortium's HOME Program compliance with the requirements of the Act; and,

WHEREAS, certain costs will be incurred to operate this program; and

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Provider agree as follows:

ITEM I - SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Schedule A, attached.

ITEM II - TIME OF PERFORMANCE:

A. Funding from the HOME Program ("HOME funds") will be committed by entering into a legally binding agreement to use the specified allocation to produce affordable housing through homeowner rehabilitation activities, homebuyer activities, rental housing construction or rehabilitation and tenant based rental assistance. It is understood that payment is not guaranteed for any work performed prior to approval by the Cuyahoga County Executive.

All HOME funds not committed or expended within the agreement period shall convert to the Consortium pool of funds maintained by the County (the "Consortium Pool"). These funds will be reallocated to other consortium members for immediate commitment.

Additional allocations will not be committed if prior year HOME funds have not been expended as evidenced by approved requests for reimbursement of those funds. These HOME funds will remain uncommitted until all funds in or approaching four (4 years) are expended.

The scope of services ("Scope of Services) attached hereto outlines the services to be performed with HOME funds. The services to be performed by the Provider ("Services") are to commence May 1, 2025 and shall be undertaken and completed in such sequence as to assure their expeditious completion in accordance with this Agreement. All the services required herein shall be completed by no later than December 31, 2025.

B. In accordance with the 2013 Final HOME Rule Home funds must be allocated to a specific project, address(s) or through entering into a legally binding agreement to perform an eligible activity to meet the definition of "committed" is found in 24 CFR Section 92.2.

ITEM III - COMPENSATION AND METHOD OF PAYMENT:

A. It is expressly understood and agreed that the Provider may accumulate program income it receives during the program year. The Provider is required to commit to and use the amount of \$0 from the previous program year. These program income funds must be committed to the project prior to the use of any new HOME funding.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$218,961.00 consisting of Fiscal **Year 2018 HOME funds**. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. Any budget line item revisions exceeding ten percent (10%) or changes to Scope of Service must have prior approval of the HOME Consortium, at a regularly scheduled meeting. In no case shall

any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.

B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Provider for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Provider shall submit a report itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV – REPORTING

The Provider shall submit to the County on a monthly basis a progress report and request for reimbursement. The report must include the current status of the project and milestones articulated in Provider's schedule.

The Provider shall maintain documentation that demonstrates compliance with hour and wage requirements of the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 1341 et seq.; 40 USC 3701 et seq. and 40 USC 3145 and all other applicable federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Such documentation shall be made available to the County when requesting reimbursement

ITEM V - EQUAL EMPLOYMENT OPPORTUNITY; DAVIS-BACON ACT; AND OTHER STATUTES WITH WHICH SUB-GRANTEE MUST COMPLY

The Provider agrees to comply with THE CURRENT Federal regulations as now in effect and as may be amended from time to time, including but not limited to those listed below:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the United States Department of Housing and Urban Development ("HUD") regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, handicap and familial status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Provider, this assurance shall obligate the Provider, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and Provider development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

- C. Section 109 of the Housing and Provider Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, religion, national origin, sex, handicap, and familial status be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Provider Development Block Grant funds.
- D. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- E. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- F. Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government and Provider and under federally assisted construction contracts.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Provider may not discriminate in the programs and activities funded under the HUD Provider Development Block Grant ("CDBG") program.
- H. U.S. Department of Housing and Urban Development Federal Labor Standards Provision, as set forth in HUD Form 4010.
- I. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 1341 et seq.; 40 USC 3701 et seq. and 40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and all other applicable federal, state and local laws and regulations as may be amended pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
- J. HOME Investment Partnerships Program regulations as now in effect and as may be amended from time to time.
- K. The Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards ("Uniform Requirements") (2 CFR Part 200), as now in effect and as may be amended from time to time.

ITEM VI - PERSONNEL ASSIGNED

Communication and details concerning this Agreement shall be directed to the following representatives:

Cuyahoga County

Michele Strickland

Housing Development Specialist

mstrickland@cuyahogacounty.gov

2079 East 9th Street, 7th Floor

Cleveland, Ohio 44115

216-344-2571

City of Cleveland Heights

Karen Knittle

Assistant Planning Director

kknittle@clvhts.com

40 Severance Circle

Cleveland Heights, Ohio 44118

216-291-4855

ITEM VII - DISPUTE RESOLUTION

In the event of any dispute or disagreement between Provider and the County, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Provider or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either Party, each Party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Agreement. During the course of such negotiation, all reasonable requests made by one Party to the other for information will be honored in order that each of the Parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. No formal proceedings for such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other Party. The rights and obligations of the Parties under this provision shall not limit either Party's right to terminate this Agreement as may be otherwise permitted hereunder.

ITEM VIII - PUBLIC RECORDS

Sub-grantee acknowledges and agrees that as a political subdivision, the County is subject to the requirements of the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the County and any and all documents in any format or media. In the event Sub-grantee considers any portion of any record provided, or to be provided, to the County to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Sub-grantee shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. County agrees to withhold the information marked by Sub-grantee as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" from public information, and Sub-grantee agrees to defend and indemnify the

County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act, with respect to such withholding.

This Item shall survive the completion of the Project Activity hereunder and the termination of this Agreement.

ITEM IX - INSURANCE

The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Agreement.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than: \$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.

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

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

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

Insurance Coverage Terms and Conditions

1. The insurance policies of the Organization required for this Agreement, shall:

(i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured, to the extent of loss suffered in connection with the County's role under this Agreement, as its interest may appear. This does not apply to Workers Compensation, All Risk Equipment Insurance,

Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.

(ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.

(iii) Be primary and not in excess or contingent on any other basis;

(iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

(v) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or

(vi) "Waiver of subrogation in favor of the County."

2. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.

3. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.

4. High-risk activities may require higher insurance limits.

5. These insurance provisions shall not affect or limit the liability of the Organization stated elsewhere in this Agreement or as provided by law.

6. The Organization shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.

7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

8. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Agreement.

9. The Organization shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.

10. If Organization is a political subdivision, it may provide the insurance required hereunder by participating in a self-insurance program with sufficient limits. In such event, the County will require confirmation of Organization's self-insured status.

ITEM X – MISCELLANEOUS

- A. **Governing law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Sub-Grantee hereby agrees not to challenge this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of County for any reason. All contracts in which the County is a party, including this Agreement, are subject to the Cuyahoga County Code, including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General, and Cuyahoga County Board of Control, Contracting and Purchasing. The Parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- B. **Intentionally Deleted**
- C. **Findings for Recovery.** Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed false, this Agreement is void ab initio, and Provider must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.
- D. **Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification.** Provider shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments. At its sole discretion, the County has the unequivocal right to review and audit Provider's continuing certifications, representations, and warranties.
- Provider warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for Provider, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- F. **No Apparent Authority.** Provider recognizes and agrees that no public official or

employee of the County be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures.

- G. **Parties Bound and Benefitted.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- H. **Non-waiver.** Either party's failure to require performance of any Item of this Agreement or if it requires performance and does not follow through, shall not affect the non-defaulting party's right to require performance at any time thereafter. Additionally, either party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- I. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the items of this Agreement.
- J. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- K. **Severability.** If any Item of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such item and the remainder of this Agreement shall be and remain valid and binding as though such item was not included herein.
- L. **Authority.** This Agreement has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and Provider. The individuals signing on behalf of the parties to this Agreement are authorized to execute this Agreement on behalf of the County and the Provider.

ITEM XI – COUNTY CONTRACTS; ATTACHMENTS

All County contracts/agreements, including this Agreement, are subject to the Cuyahoga County Code including, but not limited to, Title 4 pertaining to the Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

It is expressly understood and agreed that the Scope of Services, Attachment I "Budgetary Details", Part II "Terms and Conditions", and Part III, "Accounting and Financial Management Procedures", attached hereto are made a part hereof as if fully rewritten herein.

ITEM XII – ELECTRONIC SIGNATURE POLICY

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

CITY OF CLEVELAND HEIGHTS, OHIO

BY: _____
Mayor / City Manager

CUYAHOGA COUNTY, OHIO

BY: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Order
No. EO2023-003 dated July 6, 2023

The legal form and correctness
of this Agreement is hereby approved:
Richard Manoloff, Director
Law Department, County of Cuyahoga, Ohio

BY: _____
Assistant Law Director

DATE: _____

Scope of Services- Schedule A

Community Name: City of Cleveland Heights

Program Funding: HOME

Year Award: 2018

Areas Served: City of Cleveland Heights

Eligible Activity: Eligible HOME activities

Eligible Activity Items:

Home buyer Assistance/New Construction/Rehabilitation
– 24 CFR 92.205 -

Project Description:

The City of Cleveland Heights will use 2018 HOME funds for eligible costs for program delivery of the Eligible HOME activities as identified in 24 CFR 92.205

Location of the Project: Cleveland Heights, Ohio (city-wide)

Program Income: All repayments of HOME-funded loans are considered Program Income. Under Federal regulations, all HOME Program Income received and legally available for use by the Community must be promptly reported to the County.

The City of Cleveland Heights is required to include any uncommitted program income, repaid funds, or recaptured funds it received during the previous program year in the resources described above in Project Description.

The City of Cleveland Heights is required to submit monthly reports on the use of program income to allow the Cuyahoga County Department of Development to meet the reporting requirements in accordance the U.S. Department of Housing and Urban Development's rules and regulations.

Licensing Requirements: The Provider has and will maintain all documents required for operation of this program per local, State and federal regulations. These documents include, but are not limited to:

- City Charter
- City Ordinances
- City Building Code Regulations

Reporting Requirements:

1. Reimbursement for expenses incurred during the reporting period will not be processed unless the IDIS reporting forms and a financial report as described herein are properly submitted. The Provider will submit to the Lead Entity, reimbursement requests as activities are completed, including the following documentation:
 - a) The Provider will submit all demographic and performance information for periodic HUD reporting. Information will be submitted on properly completed IDIS setup and completion forms for each project submitted for reimbursement. All required IDIS setup and completion forms are to be submitted electronically on disk or by email.
 - b) The Provider will submit all demographic and performance information for annual HUD reporting. The Provider will supply any additional information requested promptly to complete the annual CAPER report or any other report required by HUD, including information on all HOME, CDBG and other HUD-funded activities of the Provider.
2. A narrative report or letter to the Lead Entity should be submitted if the Provider encounters any difficulty in meeting the contract requirements of the contract. The report should describe any special servicing problems that may modify the pattern of service delivery, including changes in staffing, funding or use of facilities.
3. The Provider will supply information requested regarding the status of SBE and MBE contracting activity.
4. In addition to the aforementioned CAPER report, a financial report is to be submitted by the Provider to the Lead Entity as cases are completed. The financial report will include: a) a request for payment and/or status of fund's report; b) a budgetary summary sheet; c) a budgetary detailed report; and d) a detailed account of program income received by the Provider since the last report and subtracted from the reimbursement request, along with supporting documentation requested by the Lead Entity.
5. The Provider shall provide the Lead Entity with a copy of the report of its annual or biannual audit, as required by Ohio Revised Code Section 117.11(A), and of any special audit pursuant to Ohio Revised Code Section 117.11(B), by the State Auditor or his/her designee, within 30 days after the completion of the audit.

Should the Provider fail to meet these reporting requirements on an adequate and timely basis, the Lead Entity will withhold payments until the necessary information is made available. Continued failure to submit adequate and timely reports will result in the termination of this Agreement.

In the event the actual service delivery falls below the levels specified in this Agreement, action will be taken by the Lead Entity to assist the Provider in reaching its service goals. If the performance remains below specified levels for a period of three months, the Lead

Entity will withhold payments from the agency. Continued failure to meet specified service levels will result in termination of this Agreement.

Amendments to Agreement:

Changes in Scope of Services and Attachment 1 -- Budgetary Details, by greater than ten percent (10%), shall be agreed to, in writing, by Cuyahoga County prior to the implementation of any changes. Any budget line item revisions exceeding ten percent (10%) or changes to scope of service must have prior approval of the HOME Consortium, at a regularly scheduled meeting.

ATTACHMENT 1 - BUDGETARY DETAILS

Matching Requirements will be met using previously documented match from other Cuyahoga Housing Consortium HOME funded activities.

COMMUNITY: City of Cleveland Heights, Ohio

PROGRAM: 2018 HOME Allocation

COST CATEGORIES	BUDGETED AMOUNT
Eligible HOME activities 2018	218,961.00
Total	\$218,961.00

Sara Parks Jackson
Prepared By

August 26, 2025
Date

PROJECT EXPENDITURES BUDGETARY DETAILS

Provider: City of Cleveland Heights:

(1) **PERSONNEL (a)**

Title	Salary	Hours Worked Per Week	% Charged to	Budgeted Amount

TOTAL PERSONNEL \$0

- (a) Monthly reports are to include: hourly rates, actual hours worked, percentage of hours actually charged to HOME and dollar amounts charged to HOME. All personnel are required to maintain time sheets which are to be approved by an appropriate supervisor.

(2) **FRINGE BENEFITS**

The following guidelines apply to charging "Fringe Benefits" to HOME

1. FICA may only be applied to the extent that the total salary does not exceed the pro-rated FICA limit.
2. Workers' Compensation may be charged monthly, provided that there is a periodic adjustment (every 6 months) to reflect the actual billing.
3. Unemployment Tax may be charged monthly, provided that there is a periodic adjustment (every 3 months) to reflect the actual billing. The actual amount charged will be the Unemployment Tax rate x the actual HOME charged salaries for the related period.

Type of Benefit	Rate or Dollar Amount	Budgeted Amount
TOTAL FRINGE BENEFITS		

(3) **TRAVEL (b)**

Description	Budgeted Amount
	0

- (b) Mileage logs are to be maintained and should include: Name, date, destination of trip, actual odometer readings and a supervisor's approval.

(4) **EQUIPMENT (c)**

Type of Equipment	Budgeted Amount
	0

- (c) Federal grant guidelines state that all non-expendable property acquired with HOME funds shall revert to the Department of Development upon termination of the funded program. Invoice should be submitted to the Department of Development when equipment is purchased.

(5) **GENERAL OVERHEAD (d)**

Type of General Overhead	Budgeted Amount
Administrative	\$0

- (d) Any costs which may be classified as indirect (i.e., costs which benefit more than one program cost objective) must be reported in total, using an approved cost allocation method. The cost allocation plan must be approved by the County prior to any reimbursement being made under the plan.

(6) **CONTRACTUAL (e)**

Description	Budgeted Amount
	0

- (e) Persons listed under Contractual are responsible for their own tax liabilities.

A copy of all Contractual agreements is to be submitted to the County for approval prior to any Contractual work.

(7) **OTHER**

Category	Budgeted Amount
Accumulated Program Income	\$
Eligible HOME activities	\$218,961.00

TOTAL PROGRAM BUDGET

\$ 218,961.00

PART II

STANDARD TERMS AND CONDITIONS

HOME INVESTMENT PARTNERSHIP PROGRAM

SECTION 1 - HOME PROGRAM RULES AND REGULATIONS; UNIFORM ADMINISTRATIVE REQUIREMENTS;

During the performance of this Agreement, the Provider agrees to comply with the requirements and standards of:

(I) The federal rules and regulations, as amended from time to time, governing the Home Investment Partnerships Program ("HOME Program") issued by the U.S. Department of Housing and Urban Development ("HUD") and set forth at 24 CFR Parts 91 and 92, including, but not limited to, Subpart H - "Other Federal Requirements" ("HOME Program Rules and Regulations") and 2 CFR Part 200, and OMB Circular No. A-123, "Management Responsibility for Internal Control".

SECTION 2 - RECORDS; RECORDKEEPING

Establishment and Maintenance of Records - Records shall be maintained under this Agreement in compliance with §92.508 of the HOME Program Rules and Regulations. Except as otherwise specifically provided therein, records shall be maintained for a period of five (5) years after the Project Completion Date or during the Affordability term and for a period of 3 years thereafter.

Documentation of Eligible Project Costs - All costs of the Project shall be supported by properly executed payrolls, time records, invoices, agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Provider shall submit copies of all independent audits performed on the Provider during the term of this Agreement to the Lead Entity. All records must be kept according to standard accounting practices.

Employment and Tax Matters - The Provider assumes all responsibility for any and all workers' compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all its employees. The Provider agrees to follow all federal, state and local laws and regulations pertaining to any employees the Provider may use to provide services under this Agreement.

Marketing - The Provider shall document the Provider's marketing of the Project to the Provider. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Provider. Specifically, the Provider shall document its Affirmative Marketing Activities subject to and in accordance with 24 CFR §92.351.

Project Data - The Provider shall maintain records for each family assisted including annual rental records, if applicable, and data on the Project demonstrating, among other things, participant eligibility for the Project as provided under this Agreement in compliance with 24 CFR §92.508(a) and 24 CFR §92.253.

Housing Quality Standards - The Provider shall maintain records demonstrating that the Project meets the property standards in 24 CFR §92.251.

Affordability - The Provider shall maintain annual housing quality standards demonstrating that the Project meets the property standards in 24 CFR §92.251.

Procurement Records - The Provider shall establish written Procurement procedures in accordance with 24CFR§85.36. The Provider shall maintain data on the Project demonstrating, among other things that some form of cost or price analysis has been completed in connection with every procurement action to determine reasonableness, allocability, and allowability.

Deed Restriction - In projects where assistance is provided to rental property, a deed restriction must be filed and must remain in effect for the period of affordability, without regard to any mortgage or transfer of ownership of the Project Site. The deed restriction shall be prepared and recorded by the Lead Entity with the County Recorder.

SECTION 3 - REPORTS

At such times and in such forms as the HUD or the Lead Entity may require under the HOME Program Rules and Regulations and the UAR, there shall be furnished to HUD or to the Lead Entity statements, records, data and information, as HUD or the Lead Entity may request pertaining to matters covered by this Agreement.

SECTION 4 - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Sub-grantee with respect to all matters and the Sub-grantee shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.

SECTION 5 - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the Member Jurisdiction who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a

position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Provider shall take appropriate steps to assure compliance.

SECTION 6 - PROCUREMENT STANDARDS AND METHODS

Sub-grantee shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to Federal regulations as now in effect and as may be amended from time to time for government and non-profit providers.

SECTION 7 - EMPLOYMENT DISCRIMINATION PROHIBITED

Subject to and in accordance with 24 CFR Part 5, during the performance of this Agreement, the Provider agrees as follows:

The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The Provider shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. As used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Provider setting forth the provisions of this nondiscrimination clause.

The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that the Provider is an Equal Opportunity Employer.

SECTION 8 - ENVIRONMENTAL REVIEW

The Provider does not assume the Member Jurisdiction's environmental responsibilities described in 24 CFR §92.352; and the Provider does not assume the Member Jurisdiction's responsibility to initiate the review process thereunder.

SECTION 9 - LEAD REMEDIATION

In compliance with the Final HUD Lead-Based Paint Regulation, all projects where funds are committed to a specific project in accordance with 24 C.F.R. 92.2, on or after September 15, 2000 (or such later date as approved in writing by HUD), shall comply with the requirements of Subpart J of the Final Rule, as published in the Federal Register on September 15, 1999,

pages 50140-50231. Documentation shall be maintained in each case file, available for County and HUD review on request, including but not limited to the following:

For Rehabilitation Assistance up to \$5,000 per Unit

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Written report of paint testing of painted surfaces to be disturbed, if any.
3. Documentation that a State of Ohio licensed Lead Abatement Contractor repaired all disturbed painted surfaces found (or assumed without testing) to contain lead paint.
4. Record of clearance of the disturbed area by a properly trained and licensed person.
5. Copy of the written notice to occupants describing the clearance results.

Items 2-5 are not required if the work disturbs no painted surfaces, or painted surfaces less than 2 square feet per interior room, 20 square feet total exterior, or 10% of any one item.

For Rehabilitation Assistance \$5,001 - \$25,000 per Unit

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Written report of paint testing of painted surfaces to be disturbed, if any.
3. Written report of risk assessment of the entire unit by a properly licensed person.
4. Documentation that a State of Ohio licensed Lead Abatement Contractor performed interim controls of all lead-based paint hazards identified and/or created by the work.
5. Record of clearance of the entire unit by a properly trained and licensed person.
6. Copy of the written notice to occupants describing the clearance results.

The risk assessment is mandatory if any painted surfaces of any size will be disturbed by rehab.

Standard Lead Remediation Clause for Down Payment Programs

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Record of visual assessment of all painted surfaces for deteriorated paint.
3. Record of paint stabilization using safe work practices (license not required).
4. Record of clearance of the work area by a licensed Lead Risk Assessor.
5. Copy of the written notice to occupants describing the clearance results.

Items 3-5 are not required if the visual assessment shows no deteriorated paint.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrighted material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted therefrom.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the HOME Program funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the HOME Program funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the U.S. Congress.

SECTION 14 - CHANGES; AMENDMENTS

- A. The Consortium may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder provided such changes are authorized by resolution of the Cuyahoga Housing Consortium Review Board and are otherwise in compliance with the HOME Program Rules and Regulations. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- B. The Consortium may change the amount of the HOME Program funds allocated to the Provider under this Agreement provided such changes in compensation are authorized by resolution of the County and are otherwise in compliance with the HOME Program Rules and Regulations. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- C. The Consortium may upon its own initiative or upon that of the Provider, authorize changes in the time of performance as established in Part I of this Agreement subject to the time of performance requirements under the HOME Program Rules and Regulations and provided such changes in compensation are authorized by resolution of the County. As a condition precedent to the authorization of such change, the Consortium shall have determined that the Provider has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement. Any change in the time of performance shall be agreed to by the Provider and the Consortium in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 - PERSONNEL

- A. The Provider represents that it has or will secure at its own expense, all personnel required to perform under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Consortium, the Lead Entity or the other Member Jurisdictions.
- B. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable federal, state and local law to perform such services.

SECTION 16 - ASSIGNABILITY

The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation).

SECTION 17 - TERMINATION OF AGREEMENT

If the Provider fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Provider shall violate any of the covenants, agreements, or stipulations in this Agreement, the Lead Entity shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Provider hereunder;
- B. Withhold or reduce funds not yet paid to the Provider;
- C. Recover funds previously paid to the Provider;
- D. Place liens, encumbrances or restrictions on any property obtained by the Provider through the expenditure of HOME Program funds;
- E. Exercise any and all additional rights the Consortium may have at law or in equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the Lead Entity has given written notice to the Provider of such termination. In the event of termination, the Consortium or Member Jurisdiction, as the case may be, shall have a security interest in and lien on, and in such event the Provider does hereby grant the Consortium or Member Jurisdiction, as the case may be, a security interest in and lien on all work on the Project in the amount of the HOME Program funds used for the Project. The Consortium or Member Jurisdiction, as the case may be, shall be entitled to take any further action as shall be necessary or appropriate to perfect its security interest therein or place a lien thereon; provided, however, that upon the Provider's repayment to the Consortium or Member Jurisdiction, as the case may be, of all funds due and owing thereto, the Consortium or Member Jurisdiction, as the case may be, shall release such security interest or lien. No action or inaction by the Consortium, the Lead Entity or the Member Jurisdiction at any time with

respect to any of the terms or conditions of this Agreement shall be deemed or construed as a waiver of the same or other term or condition herein or of the timely and proper performance thereof. No waiver shall be valid against the Consortium or Member Jurisdiction, as the case may be, unless reduced to writing and signed by the County.

SECTION 18 - TERMINATION FOR NECESSITY OF THE CONSORTIUM

The Lead Entity may terminate this Agreement for necessity by giving at least thirty (30) day's notice in writing from the Consortium to the Provider. If the Agreement is terminated by the Lead Entity as provided herein, the Provider will be paid an amount which shall be fair and reasonable compensation for the actual costs incurred in connection with the work performed on the Project under this Agreement until the date of termination hereof, such amount to be determined in the Lead Entity's discretion, subject to applicable federal regulations. If the Agreement is terminated due to the fault of the Provider, this section, relative to termination for necessity shall also apply.

SECTION 19 - HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 - SECTION 3.

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from HUD and is subject to the requirements of the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and agreements for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Project.
- B. Sub-grantee will include the above Section 3 clause in every contract and subcontract executed under this Agreement. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable current Federal regulations and rules and orders of HUD issued thereunder prior to the execution of this Agreement, as the same may be amended from time to time. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, written notice advising the said labor organization or workers' representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 20 – LIABILITY

Each party assumes responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury.

SECTION 21 - TAXES

The Provider shall pay all taxes and assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets and/or services purchased with HOME Program funds granted pursuant to this Agreement shall be attached.

SECTION 22 - INDEPENDENT RELATIONSHIP

The Provider is not to be considered an agent or employee of the Consortium, the Lead Entity or the Member Jurisdiction for any purpose and any agency, fiduciary relationship, or trust or other relationship whatsoever is created by this Agreement.

SECTION 23 - DISCRIMINATION IN PROGRAM APPLICATION PROCESS PROHIBITED

Subject to and in accordance with 24 CFR Part 5, the Provider shall not discriminate against any applicant of the Program because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The Provider shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 24 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with HOME Program funds, pursuant to Title I of the Housing and Provider Development Act of 1974, as amended, and 24 CFR §92.257, the Provider agrees, such agreements to include but not be limited to the following:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- B. It will not discriminate against any person applying for the Program on the basis of religion and will not limit residency in the Project or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and
- D. The portion of the Project used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

SECTION 25 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

In accordance with, 24 CFR §92.354, the Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-5) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), the Copeland "Anti-Kickback" Act (40 U.S.C. 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement (hereinafter the "Wage Provisions"). The Provider shall maintain documentation which demonstrates compliance with hour and wage requirements thereof. Such documentation shall be made available to the Lead Entity when the Provider is requesting reimbursement for expenditures under the Program in compliance with this Agreement.

The Provider agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Provider of its obligation, if any, to require payment of the higher wage. The Provider shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Contracts for construction must contain these Wage Provisions if HOME Program funds are used for any project costs in § 92.206 of the HOME Program Rules and Regulations, including construction or non-construction costs, of housing with twelve (12) or more HOME Program assisted units. When HOME Program funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME Program funds will be used to assist homebuyers to buy the housing, and the construction contract covers twelve (12) or more housing units to be purchased with HOME Program assistance. The Wage Provisions apply to any construction contract that includes a total of twelve (12) or more HOME Program assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the Wage Provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the Wage Provisions is not permitted.

Notwithstanding anything to the contrary stated in this Section 25, the Wage Provisions contain additional exceptions and provisions that may apply.

SECTION 26 - PUBLIC ACCESS TO PROGRAM RECORDS

The Provider shall provide the general public with reasonable access to records regarding the past use of HOME Program funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

SECTION 27 – REVERSION OF ASSETS

Upon expiration of this agreement, the Provider must transfer to the Lead Entity any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

REMAINDER OF THIS SECTION INTENTIONALLY LEFT BLANK.

PART III
ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES
HOME INVESTMENT PARTNERSHIPS PROGRAM

SECTION 1 - GENERAL

The Provider will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of the HOME Program Rules and Regulations as applied to the Program.

When audits are performed in accordance with the provisions of Part II, Section 4 hereof, discovery of the failure of the Provider to use generally accepted accounting procedures may result in the disallowance of expenditures for which the Provider will be liable and for the assessment of sanctions pursuant to Part II, Section 16 hereof.

The Lead Entity reserves the right to review all financial records in order to assess the financial condition of the Project. If the Lead Entity determines that the Provider's financial condition or the methods and practices it uses to manage its financial systems may jeopardize HOME Program funds under this Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the Project under specific financial requirements until the problems have been corrected to the satisfaction of the Lead Entity, or exercise its authority to terminate the Agreement as a result of such conditions.

The Provider is fully responsible for the management and control of its financial system. Any loss of HOME Program funds as a result of the misfeasance, nonfeasance, or malfeasance of the Provider is the responsibility solely of the Provider and its officers. To insure accountability, the Lead Entity reserves the right to withhold payments, put the Provider under specific financial requirements, or terminate this Agreement.

SECTION 2 - ACCOUNTING SYSTEM STANDARDS

The Provider's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of the Program including at least a monthly reconciliation of the cash balance of the Program.
- B. Records which adequately identify the source and application of funds for the Project. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to this Agreement, awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income of the Program.

- C. Effective control over and accountability for all funds, property and other assets. The Provider shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual amounts with budgeted amounts for each unit of the Project. Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the Lead Entity.
- E. Procedures for determining the allowability and allocability of costs in accordance with this Agreement.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3 - GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Provider makes an actual cash disbursement will it be reimbursed for the expense by the Consortium.
- B. Disbursements must be applied only to the authorized use as specified in the Scope of Services and the Budget. Failure to pay creditors for activities specified in this Agreement or to disburse funds for their authorized use constitutes a violation of the terms of this Agreement.
- C. At intervals determined by the Lead Entity, the Provider may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The Lead Entity has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the Lead Entity to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of federal wages.

SECTION 4 - AUDIT REQUIREMENTS

Providers that expend more than \$200,000 in federal financial assistance from any source shall in any year have an audit made in accordance with the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200.

An independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits shall make the audit. "Generally Accepted Government Auditing Standards" means the Government Auditing Standards developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Provider is required to send the Lead Entity a copy of its audit for the time period when HOME Program funds are expended, within sixty (60) days after completion of the audit

SECTION 5 - PROGRAM INCOME

The Provider shall comply with the standards set forth in the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200 to account for program income. Program income represents gross income earned by the Sub-grantee from the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Unless the Agreement provides otherwise, the Provider shall have no obligation to the federal government with respect to royalties received as a result of copyrights or patents.
- B. All other Program Income earned during the Project Period shall be retained by the Provider, in accordance with the grant or other agreement shall be:
 - 1. Added to HOME Program funds committed to the Project by the Consortium and be used to further eligible Program objectives;
 - 2. Used to finance the Provider's share of the Project when approved by the Consortium;
or
 - 3. Deducted from the Total Project Costs in determining the net costs on which the HOME Program share of costs will be based.

Proposed: 09/15/2025

RESOLUTION NO. 185-2025(CRR), *First Reading*

By All City Councilmembers

A Resolution recognizing October, 2025 as *National Breast Cancer Awareness Month*; October 13, 2025 as *Metastatic Breast Cancer Awareness Day*; and October 17, 2024, as *National Mammography Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the American Cancer Society estimates that in 2024 about 310,720 new cases of breast cancer were diagnosed in women, and 2,790 cases in men, and that about 42,250 women and 530 men will die from the disease; and

WHEREAS, early detection and prompt treatment can significantly reduce suffering and deaths caused by this disease; and

WHEREAS, mammography is recognized as the single most effective method of detecting breast changes that may be cancerous long before physical symptoms can be seen or felt; and

WHEREAS, metastatic breast cancer refers to a condition in which stage IV breast cancer cells travel from the breast, either through the bloodstream or the lymphatic system, to other parts of the body, including the bones, liver, lungs, or brain, and continue to grow in their new location; and

WHEREAS, in 1997 the United States Conference of Mayors launched a Mayors' Campaign Against Breast Cancer, joining in the promotion of Breast Cancer Awareness Month and National Mammography Day; and

WHEREAS, in 2009 the United States Senate and House of Representatives passed Resolutions to designate the first National Metastatic Breast Cancer Awareness Day.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims October 2025, *National Breast Cancer Awareness Month*; October 13, 2025, *Metastatic Breast Cancer Awareness Day*; and October 17, 2025, *National Mammography Day*; and urges women and men in the community of all ages to learn about screening and mammography and to seek appropriate services.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council,

RESOLUTION NO. 185-2025(CRR)

and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize national breast cancer awareness month on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 09/15/2025

RESOLUTION NO. 186-2025(CRR), *First Reading*

By All City Councilmembers

A Resolution recognizing October 2025 as *Domestic Violence Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, one in four women and a smaller, although significant, number of men will experience domestic violence in their lifetime; and

WHEREAS, children who witness domestic violence are much more likely to abuse their future partners or children; and

WHEREAS, domestic violence can happen to anyone regardless of gender, income, ethnicity, race, religion, age, or sexual orientation and/or identity; and

WHEREAS, locally, the Domestic Violence & Child Advocacy Center has provided services to victims of domestic violence for forty years; and

WHEREAS, the mission of the Domestic Violence & Child Advocacy Center is to empower individuals, promote justice, and mobilize the community so that all persons are free from violence and abuse in their homes; and

WHEREAS, the City of Cleveland Heights has been in the forefront of the fight against domestic violence, with its Police Department and Prosecutor being routinely commended for their aggressive, but fair, enforcement of domestic violence laws.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims October 2025 as *Domestic Violence Awareness Month* and urges all city residents to educate themselves on the issues and to encourage and support victims of domestic violence and child abuse.

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its content, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

RESOLUTION NO. 186-2025(CRR)

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize Domestic Violence Awareness Month on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor