

P. 6-0  
adopted 7-11-2022  
eff. 7-11-2022

## WAIVER OF 72-HOUR RULE

ORDINANCE NO.: 55-2022 (AMENDED)

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AMENDING AND  
SUPPLEMENTING ORDINANCE 32-2022, THE CITY OF  
GARFIELD HEIGHTS' PLAN OF CLASSIFICATION AND  
COMPENSATION OF NON-UNION PAY POSITIONS

WHEREAS, Pursuant to the City of Garfield Heights Codified Ordinances Chapter 141, it is necessary from time to time to amend and supplement the City's plan of classification and compensation of positions in a consolidated format, and

WHEREAS, it is the Mayor's desire to do the following: 1) Create the position of Administrative Assistant for the Finance Department; 2) Change the title of "Personnel Administrator / Payroll" to "Assistant Finance Director"; 3) Create the position of Administrative Assistant for the Fire Department; 4) Create the position of Assistant Economic Development Director at pay range "7"; 5) Increase the amount of Economic Development Managers from "1" to "2" and increase their pay range from "5" to "7"; and 6) authorize pay increases of 3% plus a one-time \$500 bonus for all full-time and permanent part-time active non-union employees, effective January 1, 2022, and 7) authorize a pay increase of 3% for all part-time active non-union employees (excluding seasonal), effective January 1, 2022.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The City of Garfield Heights' current plan of classification and compensation shall read as follows (**bold** indicating what language will be added, ~~strikethrough~~ indicating what language will be removed):

1	Executive Administrative Assistant	Executive	5
1	MIS Manager	Executive	5
1	Senior MIS Manager	Executive	7
1	Building & Housing Commissioner	Building	9
3	Housing Enforcement Coordinator	Building	5
3 4	Administrative Assistants	Service/Econ Dev./ Building/Finance	5
1	Administrative Assistant	Police / Fire	5
1	Finance Director	Finance	10
1	<b>Personnel Administrator / Payroll</b> <b>Assistant Finance Director</b>	Finance	7
1	Administrative Manager	Finance	7
2	Finance Administrative Clerk	Finance	4
1	Director of Law	Law	9
1	Chief Police Prosecutor / Assistant Director of Law	Law	8
1	Assistant Director of Law	Law	4
1	Police Prosecutor	Law	4
1	Paralegal	Law	5

1	Legal Administrative Assistant	Law	5
1	Parks & Recreation Director	Recreation	9
1	Recreation Coordinator	Recreation	5
1	Public Service Director	Service	9
4	Foreman	Service / Recreation	6
1	Economic Development Director	Economic Development	9
1	Community/PR Coordinator	Economic Development	5
1	<b>Assistant Economic Development Director</b>	<b>Economic Development</b>	7
+ 2	Manager	Economic Development	5-7
1	Social Services Director	Social Services	9
1	Administrative Assistant	Social Services	5
1	Center Manager	Family Resource Center	2
1	Activities Coordinator	Senior Center	2
1	Senior Center Manager	Social Services	7
1	Human Resources Director	Human Resources	9
1	Payroll Clerk	Human Resources	4
P/T as needed	Safety Coordinator	Executive	5
P/T as needed	Administrative Assistant	Police	5
P/T as needed	Diversion manager	Family Resource Center	2
P/T as needed	Community Service Manager	Family Resource Center	2
P/T as needed	Community Service Assistant	Family Resource Center	1
P/T as needed	Community Affairs Coordinator	Family Resource Center	2
P/T as needed	Activities Assistant	All	1
P/T as needed	Outreach Worker	Senior Center	2
P/T as needed	Kitchen Aide I	Senior Center	1
P/T as needed	Kitchen Aide II	Senior Center	2
P/T as needed	Account Clerk I	All	1
P/T as needed	Account Clerk II	All	2
P/T as needed	Account Clerk III	All	3
P/T as needed	Cleaning Personnel I	Service	1
P/T as needed	Cleaning Personnel II	Service	2
P/T as needed	Custodian I	Service	1
P/T as needed	Custodian II	Service	2
P/T as needed	Seasonal Laborer	Service	2
P/T as needed	Inspector I	Building	1
P/T as needed	Inspector II	Building	2
P/T as needed	Inspector III	Building	3
P/T as needed	Housing Resources Liaison	Building	4
P/T as needed	Housing Enforcement Coordinator	Building	5
P/T as needed	Law Clerk/Paralegal II	Law	2
P/T as needed	Administrative Assistant I	All	1
P/T as needed	Administrative Assistant II	All	2
P/T as needed	Administrative Assistant III	All	3
P/T as needed	Attendant I	Recreation	1
P/T as needed	Attendant II	Recreation	2
P/T as needed	Lifeguard I	Recreation	1
P/T as needed	Lifeguard II	Recreation	2
P/T as needed	Maintenance, Cashier I	Recreation/Service	1
P/T as needed	Maintenance, Cashier II	Recreation/Service	2

P/T as needed	Supervisor I	Recreation	3
P/T as needed	Supervisor II	Recreation	4
P/T as needed	Supervisor III	Recreation	5
P/T as needed	School Guard	Police	1
P/T as needed	Building Security	Service	1
P/T as needed	Auxiliary Jailer I	Police	1
P/T as needed	Auxiliary Jailer II	Police	2
P/T as needed	Auxiliary Jailer III	Police	3
P/T as needed	Dispatcher I	Police	1
P/T as needed	Dispatcher II	Police	2
P/T as needed	Dispatcher III	Police	3

**SECTION 2.** Exhibit A, attached hereto, incorporated herein, and expressly made a part hereof by reference as though fully rewritten, shall be utilized as a guide for setting the rate and steps of new employees, as it is understood that existing employees by the nature of a percentage increase may fall between steps throughout the scales included therein, but in no circumstance shall the base pay rate for any given range exceed Step 15 16 unless duly authorized by separate legislation of this Council.

**SECTION 3.** Ordinance No. 32-2022 of the City of Garfield Heights, Ohio is hereby supplemented to allow the Mayor to authorize pay increases of 3%, plus a one-time \$500.00 bonus for all full-time and permanent part-time active non-union employees effective January 1, 2022, and authorize a pay increases of 3% for all part-time active non-union employees (excluding seasonal), effective January 1, 2022 and upon the Mayor's certification to the Finance Department. This amendment and supplementation does not apply to employees who are represented by a Collective Bargaining Agreement or employees covered by the Average Pay Fund (Section 41(a) and (b) of the Charter).

**SECTION 4.** *Transitioning employees:* In the event an employee is preparing to leave the service of the City (i.e. retirement, resignation, termination, etc.), the City shall be permitted to hire and employ an additional person at that same position for a period not to exceed ninety (90) days for the purposes of training the new employee.

**SECTION 5.** Existing Ordinance No. 32-2022 and any other non-union pay ordinances of the City of Garfield Heights, Ohio, is hereby repealed insofar as it is inconsistent with the provisions contained herein on and after the effective date of this Ordinance.

**SECTION 6.** Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Blum  
MAYOR

HERE SIGN

PRESIDENT OF COUNCIL

ATTEST: Lottie Oueley  
CLERK OF COUNCIL

EFFECTIVE DATE: 7-11-2022

**Exhibit A**  
**PAY RANGE / STEP SCALE - NON UNION EMPLOYEES**

Pay Range	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Bi Weekly	7.85	8.35	9.30	10.17	11.08	11.99	12.89	13.80	14.71	15.00	15.30	15.46	16.38	17.20	18.06	19.01
	HR Yearly	628.00	668.30	744.00	813.55	895.18	958.80	1,031.42	1,104.05	1,176.67	1,200.21	1,224.21	1,236.45	1,310.64	1,376.17	1,444.98	1,520.84
2	Bi Weekly	14.71	15.01	15.32	15.63	15.93	16.24	16.55	17.16	17.50	17.85	18.03	19.11	19.67	20.07	21.07	22.17
	HR Yearly	30,593.47	31,229.35	31,856.43	32,502.91	33,139.39	33,775.87	34,412.35	35,048.83	35,685.31	36,399.02	37,127.00	37,498.27	39,746.16	41,735.57	43,822.35	46,123.03
3	Bi Weekly	17.16	17.46	17.77	18.07	18.38	18.69	18.99	19.30	19.60	20.00	20.40	21.84	22.93	24.07	25.34	
	HR Yearly	35,695.31	36,321.79	36,958.27	37,594.75	38,231.23	38,867.71	39,504.19	40,140.67	40,777.15	41,592.70	42,424.55	42,848.79	45,419.72	47,690.71	50,075.24	52,704.19
4	Bi Weekly	19.50	19.91	20.22	20.52	20.83	21.13	21.44	21.75	22.05	22.49	23.17	24.56	25.79	27.08	28.50	
	HR Yearly	40,777.15	41,413.63	42,050.11	42,686.59	43,323.07	43,959.55	44,596.03	45,232.51	45,868.99	46,786.37	47,722.10	48,199.32	51,091.28	53,645.84	55,285.36	
5	Bi Weekly	1,784.19	1,788.67	1,813.15	1,837.63	1,862.11	1,888.59	1,911.07	1,935.55	1,960.03	1,988.23	2,019.22	2,059.61	2,183.19	2,292.35	2,408.96	2,533.33
	HR Yearly	45,868.99	46,505.47	47,141.95	47,778.43	48,414.91	49,051.39	49,687.87	50,324.35	50,960.83	51,600.05	53,019.65	53,549.85	56,762.64	59,500.98	62,581.03	65,866.53
6	Bi Weekly	24.50	24.81	25.11	25.42	25.72	26.03	26.34	26.64	26.95	27.49	28.04	28.32	30.02	31.52	33.99	34.83
	HR Yearly	50,960.83	51,597.31	52,233.79	52,870.27	53,508.75	54,143.23	54,779.71	55,173.73	56,052.67	57,173.73	58,317.20	58,900.37	62,434.39	65,558.11	68,833.92	72,447.70
7	Bi Weekly	26.95	27.25	27.56	27.87	28.17	28.48	28.78	29.09	29.40	29.98	30.59	30.90	32.75	34.39	36.11	38.00
	HR Yearly	56,052.67	56,698.15	57,325.63	57,962.11	58,598.59	59,235.37	59,871.55	60,508.03	61,144.51	62,367.40	63,526.78	64,263.47	66,199.26	71,525.24	75,101.51	79,044.34
8	Bi Weekly	29.40	30.01	30.62	31.23	31.84	32.46	33.07	33.68	34.29	34.98	35.68	36.03	38.20	40.11	42.11	44.32
	HR Yearly	61,144.51	62,417.47	63,680.43	64,949.39	65,758.31	66,782.27	67,055.23	67,328.19	67,725.47	68,209.85	68,951.95	70,449.07	83,421.52	87,592.60	92,191.21	
9	Bi Weekly	34.29	34.90	35.52	36.13	36.74	37.35	37.96	38.58	39.19	39.97	40.77	41.18	43.35	45.83	50.65	
	HR Yearly	71,328.19	72,601.15	73,874.11	75,147.07	76,420.03	77,692.99	78,965.95	80,238.91	81,511.87	83,142.11	84,804.95	85,553.00	90,792.18	95,331.79	100,098.38	105,353.54
10	Bi Weekly	31,35.07	31,84.03	32,32.99	32,81.95	33,30.91	33,79.87	34,28.83	34,77.79	35,26.75	35,76.60	36,88.74	37,05.42	39,27.75	41,24.14	43,30.34	45,57.59
	HR Yearly	61,511.87	62,784.63	64,057.79	65,330.75	66,603.71	67,876.67	69,149.63	70,422.59	71,695.55	73,516.80	75,387.14	76,341.01	102,121.47	107,227.54	112,588.92	118,499.84

ORDINANCE NO.: 59-2022

P. 5-1  
eff 7-11-2022  
adopted 7-11-2022

SPONSORED BY: MAYOR MATTHEW BURKE

5 Yes  
1 Present

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING DAVID KROCK, CITY ENGINEER, TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS, PER OHM ADVISORS, PROPOSAL, ATTACHED HERETO AS EXHIBIT "A", AND TO COMPETITIVELY BID, FOR THE MULTI-STREET RECONSTRUCTION & WATERLINE REPLACEMENT PROJECT – PHASE 7, AND AUTHORIZING THE PAYMENT OF COSTS FOR THIS PROJECT, WHICH COSTS WILL BE FUNDED THROUGH THE CITY OF GARFIELD HEIGHTS, THE CLEVELAND WATER DEPARTMENT AND AN OHIO PUBLIC WORKS COMMISSION LOAN PROGRAM.

Whereas, the current condition of the waterlines in the streets listed meet the current requirements of the Cleveland Water Department's waterline replacement guidelines, and

Whereas, this Council, on May 23, 2022, approved Ordinance 48-2022, which approved the application for the Ohio Public Works Commission Loan Program to reconstruct the roadway in the listed streets upon completion of the waterline replacement, and

Whereas, the Ohio Public Works Commission informed the City in 2022 that this project would be funded thru the loan program for the 2023 construction season, and

Whereas, the City Engineer, David Krock, has prepared an estimate of the engineering, bidding, inspection, testing, and construction costs for this project, and

Whereas, in order to maintain the timing requirements associated with the Ohio Public Works Commission Loan Program, it is now necessary for the City Engineer, David Krock, of OHM Advisors. to begin the preparation of detailed plans and specifications for all work to be included in this project, and

Whereas, upon the opening and tabulation of the Public Bid process all construction bids received will be brought before the Board of Control for final approval.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

**SECTION 1.** The City Engineer, David Krock, is hereby authorized and directed to prepare the necessary plans and specifications, per the OHM Advisors Proposal, attached hereto as Exhibit "A", and to competitively bid, for the Multi-Street Reconstruction & Waterline Replacement Project – Phase 7, and authorizing the payment of the costs for this project, which costs will be funded through the City of Garfield Heights, the Cleveland Water Department and an Ohio Public Works Commission Loan Program.

**SECTION 2.** Upon compilation and tabulation of the bids received for the project, the City Engineer, David Krock, shall present such tabulation to the Board of Control for approval of the required contracts.

**SECTION 3.** The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, to OHM Advisors for the preparation of the plans, specifications and the public bidding costs of the project in an amount not to exceed \$213,700.00 dollars, and for 187,000.00 dollars; and further to the awarded contractor(s) for the construction costs associated with this project in an amount not to exceed \$3,541,400.00, upon the approval of the Board of Control, said vouchers to be charged to the appropriate fund, which costs will be funded through the City of Garfield Heights, the Cleveland Water Department and an Ohio Public Works Commission Loan Program.

**SECTION 4.** Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Mark A. Bl

MAYOR

Thom J. Vayh

PRESIDENT OF COUNCIL

ATTEST: Lottie O'neill EFFECTIVE DATE: 7-11-2022

CLERK OF COUNCIL



# The City of Garfield Heights

5407 TURNERY ROAD • GARFIELD HEIGHTS, OHIO 44125 • PHONE 216/475-1504  
FAX 216/475-3807

## PROJECT FACT SHEET

**Name:** Multi-Street Reconstruction & Waterline Replacement – Phase 7

Limits:	PROJECT NAME	FROM	TO	LENGTH
	E 90 <sup>th</sup> St.	Reed	Garfield	910 LF
	Wadsworth Ave.	Turney	E 110 <sup>th</sup>	1120 LF
	Shadyoak Blvd.	Turney	E 122 <sup>nd</sup>	640 LF
	E 115th St.	Edgepark	Wallingford	1190 LF
	Russell	Turney	Edgepark	1000 LF

5 Street Locations 4,860 LF

**Scope:** Reconstruction of street pavement with pavement repair and asphalt resurfacing. Replacement of existing waterline with new 8" waterline. Work also includes new fire hydrants, valves, reconnection to side streets, and service connections to homes and businesses. Repair of Storm and Sanitary Structures, as necessary. Restoration of all driveways, sidewalks, and lawn areas disturbed by construction.

**Costs:** \$ 3,541,400 Construction  
\$ 213,700 Engineering (6%)  
\$ 187,000 Inspection & Testing (5%)  
\$ 3,942,100 Total Project Cost

**Funding:** \$ 2,608,480 66.1% Funding by CWD (City of Cleveland, Division of Water)  
\$ 921,588 23.4% Funding by OPWC (Ohio Public Works Commission)  
\$ 412,032 10.5% Funding by the City of Garfield Heights  
\$ 3,942,100 Total Project Funding

The City of Cleveland, Division of Water will be funding most of the project costs in accordance with the Suburban Watermain Replacement Program Agreement.

**Schedule:** July 2022 Notification of Award by OPWC  
March 2023 Engineering Design & Approvals Complete  
April 2023 Public Bidding Complete  
June 2023 Construction Begins  
April 2024 Construction Completed

**Other:** Streets will be closed with access maintained for Local Traffic.

### Questions?

David G. Krock, PE, City Engineer // City Hall: 216.475.1504 // Mobile: 330.350.0521 // david.krock@ohm-advisors.com

ARCHITECTS. ENGINEERS. PLANNERS.

June 7, 2022

Mayor Matthew Burke  
City of Garfield Heights  
5407 Turney Road  
Garfield Heights, OH 44125

**RE: Multi Street Reconstruction – Phase VII**

Location: City of Garfield Heights  
Proposal #21168

Dear Mayor Burke:

The following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

**Proposal Outline**

Proposal Outline .....	1
Project Understanding .....	2
Scope of Services - Information Gathering Tasks .....	2
Scope of Services - Engineering Tasks.....	2
Scope of Services - Bidding and Award Tasks.....	4
Scope of Services - Construction Services Tasks .....	5
Price Proposal.....	7
Anticipated Project Schedule .....	8
Clarifications and Assumptions .....	8
Client Responsibilities.....	8
Standard Terms & Conditions.....	8

Sincerely,  
OHM Advisors



Chad M. Lewis, PE, Project Manager  
Chad.lewis@ohm-advisors.com  
D: 216.865.1345 C: 216.644.3987

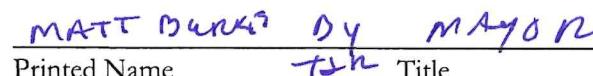


David G. Krock, PE  
Vice President  
David.krock@ohm-advisors.com

Authorization to Proceed



Signature Date



Printed Name Title

**OHM Advisors®**

6001 EUCLID AVENUE SUITE 130  
CLEVELAND OHIO 44103

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OHM-Advisors.com



## Project Understanding

The referenced project will replace approximately 4,860 lineal feet of water main and perform pavement repairs and resurfacing on five (5) total streets within the City. Please see Task #2 for list of streets.

## Scope of Services - Information Gathering Tasks

### Task #2 Topographic Survey

- The following services are included in the fee shown:
  - East 90<sup>th</sup> Street – Reed Avenue to Garfield Drive (910 LF)
  - Wadsworth Avenue – Turney Road to East 110<sup>th</sup> Street (1,120 LF)
  - Shadyoak Boulevard – Turney Road to East 122<sup>nd</sup> Street (640 LF)
  - East 115<sup>th</sup> Street – Edgepark Drive to Wallingford Avenue (1,190 LF)
  - Russell Avenue – Turney Road to Edgepark Drive (1,000 LF)

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- 5 Total Streets 4,860 LF
- Data Collected:
  - Mainline valves, fire hydrants, and other water main components
  - Meters, Services, and Valves to all Water Customers within the Survey Limits
  - All existing utilities (overhead and underground), as marked by OUPS.
  - All street pavement and curbs
  - Driveways, hard surfaces, landscape areas, trees, bushes, etc. (from Aerial)
  - Contour elevations (street area only)
  - All other important topographic features that might impact construction.
- This information will be collected and provided in an AutoCAD format for use in design.

## Scope of Services - Engineering Tasks

### Task #56 Pre-Design & Field Analysis

- The following services are included in the fee shown:
  - Analysis
    - The engineer shall utilize the field review to verify conditions for construction, maintaining traffic, repair/replacement effort, and to make notations of specific areas of concern and caution for the contractor.
  - Recommendation
    - The engineer will provide limits and type of work to be performed on designated streets along with associated construction estimates to aid in project decision making.

### Task #58 Schematic Design

- The following services are included in the fee shown:
  - Schematic design
    - Initial plan view layout of waterline and reconnection of side street
    - Initial analysis of storm sewer impacts due to waterline construction.
    - Initial analysis of sanitary sewer impacts due to waterline construction.
    - Roadway typical section
    - Initial analysis of site impacts, beyond the roadway including driveways, side streets, and adjacent property

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- Roadway & Sidewalk
- Water Main, Hydrants, etc.
- Preparation of schematic level plan set to include:
  - Title Sheet
  - Legend Sheet
  - Schematic Plan
  - Typical Section
  - General Notes
  - Maintenance of Traffic Notes
  - Maintenance of Traffic Detour Route
  - Plan & Profile Sheets
  - Drive Details
  - SWPPP Site Plan
  - SWPPP Details
- Preparation of Schematic level construction cost estimate
- Coordination of initial design concepts with public agencies, including:
  - City of Garfield Heights
  - Cuyahoga County Public Works
  - NEORSD, As applicable
  - City of Cleveland, Division of Water
- Submittal of Schematic Design Plans to Private Utility Companies for initial coordination of impacts/conflicts with their facilities for purposes of relocation.

#### **Task #59      Design Development**

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- The following services are included in the fee shown:
  - Design Development of waterline replacement, pavement repair and resurfacing
    - Waterline Design
      - Plan and profile design of watermain
      - Plan and profile design of side street construction
      - Design of hydrants, valves, chlorination pits, etc.
    - Storm Sewer Design
      - Plan and profile design of storm sewers impacted by waterline
    - Sanitary Sewer Design
      - Plan and profile design of storm sewers impacted by waterline
    - Maintenance of Traffic Design
      - Preparation of lane use details
      - Preparation of local detours and signage
      - Preparation of local access details
      - Preparation of plan sheets showing MOT plan
  - Preparation of Design Development level construction cost estimate
  - Coordination of DD level plans with public agencies, including:
    - City of Garfield Heights
    - Cuyahoga County Public Works
    - NEORSD, As applicable
    - City of Cleveland, Division of Water
  - Submittal of Design Development Plans to private utility companies for further coordination of impacts/conflicts with their facilities for purposes of relocation.

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### **Task #60 Construction Documents**

- The following services are included in the fee shown:
  - Preparation of Construction Documents shall be as follows:
    - Title Sheet
    - Legend Sheet
    - Schematic Plan
    - Typical Section
    - General Notes & Specifications
    - Maintenance of Traffic Plan & Details
    - General Summary
    - Sub-Summary Sheets
    - Plan & Profile Sheets (Waterline)
    - Pavement Repair Section Details and Specifications
    - Drive Detail Sheets
    - Storm Sewer Crossings Profile Sheet
    - Construction Details
    - SWPPP Site Plan
  - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
  - Coordination and approval of Final Construction plans with public agencies, including:
    - City of Garfield Heights
    - Cuyahoga County Public Works
    - NEORSD, As applicable
    - City of Cleveland, Division of Water
  - Submittal of Final Construction plans to Private Utility Companies for follow-up and final coordination of impacts/conflicts with their facilities for purposes of relocation.

### **Task #90 Official Engineer's Project Cost Estimate**

- The following services are included in the fee shown:
  - Determination of estimated quantities for construction
  - Evaluation and estimate of construction costs for use with public bidding requirements

## **Scope of Services - Bidding and Award Tasks**

### **Task #151 Bidding & Contract Documents**

- The following services are included in the fee shown:
  - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process.
  - These documents will be 100% complete, ready for bidding of the Public Project.
  - Bid books will be made available for purchasing by bidders

### **Task #152 Bid Process, Review, & Award**

- The following services are included in the fee shown:
  - Addendums/Clarifications
    - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.

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- Depending upon the size and complexity of the project, multiple addendums/clarifications may be required for the project.
- OHM will prepare addendums/clarifications and any necessary supporting documents and distribute to plan holders.
- Post-Bid Activities
  - Evaluation of bids and contractor qualifications
  - Pre-Award Meeting to review all bid items with apparent low bidder
  - Recommendation of Award to the Owner
- Contract Documents
  - OHM will prepare (3) three copies of contract documents for execution, bonding, insurance, etc.
  - OHM will prepare the notice of commencement for signature(s)

## Scope of Services - Construction Services Tasks

### Task #175      Pre-Construction Services

- The following services are included in the fee shown:
  - Obtain signatures on work agreements
  - Pre-construction meeting
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Personnel coordination and project schedule
  - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with contractor
  - Review contractual items
  - Distribution of documents/information (meeting records)

### Task #176      Construction Services

- The following services are included in the fee shown:
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Prepare daily inspection reports
  - Regular progress meetings with contractor
  - Inspection and testing services
  - Response to RFIs (request for information) from contractor
  - Review of pay requests and recommendations for payment
  - Negotiation of Change Orders
  - Prevailing Wage Verification
  - Coordination of Funding Reimbursements
  - Staffing will include the following:
    - Construction Inspector: On-Site during all working hours of construction
    - Field Client Representative: On-site weekly reviews with construction inspector, and Off-Site Coordination via phone with Inspector, Contractors, Owner and Construction Manager
    - Construction Manager: On-site Reviews as needed/Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs
    - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
    - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.

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- Typical Weekly Staffing for a 40-hour/week construction project is approx.:
  - Construction Inspector: 40 Hours
  - Field Client Representative 8 Hours
  - Construction Manager: 4 Hours
  - Construction Engineer: 1 Hour
  - Construction Admin: 2 Hours
- **Total Budget Cost per 40-hour week Project = \$ 5,200**
- Total Cost is therefore directly related to the time duration of the construction project.

#### **Task #177 Post-Construction Services**

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- The following services are included in the fee shown:
  - Review of final construction with contractor and Owner
  - Preparation, distribution, and approval of final punch list
  - Review of As-Built Drawings
  - Maintenance Bond Coordination
  - Lien releases, payments, and final acceptance

#### **Task #178 Additional Construction Services If Authorized**

---

- This task has been included as an "If Authorized" fee in the event that one or more of the following conditions occur:
  - The Contractor's work schedule exceeds the number of weeks shown above in the Project Schedule.
  - The Contractor's work schedule includes work weeks exceeding 40 hours.
  - The Contractor's work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
  - The Contractor is granted extra time (time extension) to complete the project.
  - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional inspection services and request authorization/approval from the Owner to cover these costs.



## Price Proposal

#	<i>Information Gathering Tasks</i>	<i>Fee</i>
Task #2	<i>Topographic Survey</i>	\$24,300
		<i>Subtotal =</i> <b>\$ 24,300</b>
#	<i>Engineering Tasks</i>	<i>Fee</i>
Task #56	<i>Pre-Design &amp; Field Analysis</i>	\$ 2,500
Task #58	<i>Schematic Design</i>	\$ 36,500
Task #59	<i>Design Development</i>	\$ 57,500
Task #60	<i>Construction Documents</i>	\$ 84,900
Task #90	<i>Official Engineer's Project Cost Estimate</i>	\$ 2,000
		<i>Subtotal =</i> <b>\$ 183,400</b>
#	<i>Bidding and Award Tasks</i>	<i>Fee</i>
Task #151	<i>Bidding &amp; Contract Documents</i>	\$ 3,000
Task #152	<i>Bid Process, Review &amp; Award</i>	\$ 3,000
		<i>Subtotal =</i> <b>\$ 6,000</b>
<i>Construction Services Tasks</i>		
Task #175	<i>Pre-Construction Services</i>	\$ 6,000
Task #176	<i>Construction Services</i>	\$ 177,000
Task #177	<i>Post Construction Services</i>	\$ 4,000
Task #178	<i>Additional Construction Services (If Authorized)</i>	\$ TBD
		<i>Subtotal =</i> <b>\$ 187,000</b>
		<i>Grand Total =</i> <b>\$ 400,700</b>

### Notes:

- Task #175 & Task #177 shall be billed as Fixed Fee.
- Task #176 & Task #178 (If Authorized) shall be billed at the Standard Hourly Rates.

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## Anticipated Project Schedule

Information Gathering Tasks: August/September 2022

Engineering Tasks: October 2022 through March 2023

Bidding & Award Tasks: April 2023

Construction Tasks: June 2023 through April 2024

## Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
  - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Garfield Heights. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Garfield Heights.
  - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Garfield Heights.

## Client Responsibilities

- City of Garfield Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes
- City of Garfield Heights will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.)

## Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.

### OHM Advisors\*

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T 216.865.1335

[OHM-Advisors.com](http://OHM-Advisors.com)

Ordinance 59-2022

**FISCAL OFFICER'S CERTIFICATION**

Date: *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*\* 400,700 - #214 - Water Distribution  
Funded by Cleveland Water Dept & OWWC Loan Program*  
Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

*Brinna Brin*

---

Fiscal Officer/Finance Director

*\* Total project cost for Construction) \*3,541,400  
# 214 - Water Distribution*

ORDINANCE NO.: 61-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO SECTION 12 OF THE GARFIELD HEIGHTS CHARTER RELATING TO THE QUALIFICATIONS OF THE PRESIDENT OF COUNCIL

*WHEREAS*, Section 52 of the Charter of the City of Garfield Heights permits this Council to submit proposed Charter amendments to the electors of the City upon a Council vote of two-thirds in favor of said change, and

*WHEREAS*, an affirmative vote of at least two-thirds of Council members present shall result in this amendment to be presented to the electors of the City on the November 8, 2022, General Election, and

*WHEREAS*, the Garfield Heights Charter Review Committee, pursuant to Section 57 of the Garfield Heights Charter, has reviewed the Charter of the City of Garfield Heights, Ohio, has recommended to Council amending Section 12 of the Garfield Heights Charter relating to the qualifications of the President of Council, and

*WHEREAS*, the Council wishes to provide for said amendment.

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

**SECTION 1.** Section 12 of the Garfield Heights Charter shall be amended to include the following language:

The Council shall elect one of its members President of Council at the first meeting in November following the General Election. The President of Council shall preside at all regular and special meetings of Council and perform such duties as presiding officer as may be imposed upon him or her by the Council. Council has the power to establish rules for the removal of President of Council during his or her term as they see fit. If the office of President of Council becomes vacant, or the President of Council is removed by Council, or the President of Council is absent from a regular or special meeting, Council shall elect a President pro tem.

The President of Council shall be elected for a term commensurate with his or her duties as a councilperson and shall meet all of the qualifications as proscribed by the Charter of the City of Garfield Heights. **No Councilmember shall be elected President of Council until that member has completed one full term in office. In the event no member of Council has completed one full term in office at the time the President is to be elected, all members of Council shall be eligible to be elected.**

Section 12 of the Charter of the City of Garfield Heights shall go into effect concurrent with the expiration of the term of the Council President elected in the

November 3, 2009 General Election, which will be midnight of Sunday, November 13, 2011.

**SECTION 2.** The proposed amendment to Section 12 of the Garfield Heights Charter shall be submitted to a vote of the qualified electorate of the City of Garfield Heights at an election to be held November 8, 2022 during the regular hours of voting permitted as prescribed by law, where a majority affirmative vote is required for passage.

**SECTION 3.** The Law Director is hereby directed to transmit by certified mail a certified copy of this Ordinance and the following ballot language to the Cuyahoga County Board of Elections, c/o the Director's Office, located at 2925 Euclid Avenue, Cleveland, Ohio 44115 and/or to hand-deliver the same to the Issues Department located on the Third Floor of the Cuyahoga County Board of Elections and obtain a written and dated receipt therefore and he is further directed to make the necessary arrangements with the Board of Elections, Cuyahoga County, for giving notice of the proposed amendment of the municipal Charter and for compliance with other regulations including but not limited to appropriate ballot language in accordance with the Ohio Revised Code.

**PROPOSED BALLOT LANGUAGE**

SHALL SECTION 12 OF THE GARFIELD HEIGHTS CHARTER BE AMENDED TO PROVIDE THAT NO COUNCILMEMBER SHALL BE ELECTED PRESIDENT OF COUNCIL UNTIL THAT MEMBER HAS COMPLETED ONE FULL TERM IN OFFICE AND THAT IN THE EVENT NO MEMBER OF COUNCIL HAS COMPLETED ONE FULL TERM IN OFFICE AT THE TIME THE PRESIDENT IS TO BE ELECTED, ALL MEMBERS OF COUNCIL SHALL BE ELIGIBLE TO BE ELECTED?

YES \_\_\_\_\_ NO \_\_\_\_\_

**SECTION 4.** This Ordinance is declared to be an emergency measure for the best interest of the citizens of Garfield Heights and for the further reason that publication requirements of Ohio law pertaining to Charter amendments necessitates passage without undue delay, therefore this Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Mark A. Bl  
MAYOR

Thom Wagn  
PRESIDENT OF COUNCIL

ATTEST: Lotte Onelly  
CLERK OF COUNCIL

EFFECTIVE DATE: 7-11-2022

P. 6-0  
Adopted 7-11-20  
ess. 7-11-2022

ORDINANCE NO.: 63-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO SECTION 58 OF THE GARFIELD HEIGHTS CHARTER REGARDING THE TIME AND METHOD FOR SUBMITTING ZONING CHANGES TO THE ELECTORS

WHEREAS, Section 52 of the Charter of the City of Garfield Heights permits this Council to submit proposed Charter amendments to the electors of the City upon a Council vote of two-thirds in favor of said change, and

WHEREAS, an affirmative vote of at least two-thirds of Council members present shall result in this amendment to be presented to the electors of the City on the November 8, 2022, General Election, and

WHEREAS, the Garfield Heights Charter Review Committee, pursuant to Section 57 of the Garfield Heights Charter, has reviewed the Charter of the City of Garfield Heights, Ohio, has recommended to Council amending Section 58 of the Garfield Heights Charter regarding the time and method for submitting zoning changes to the electors of the City.

WHEREAS, the Council wishes to provide for said amendment.

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

SECTION 1. Section 58 of the Charter of the City of Garfield Heights, Ohio shall be amended as follows:

— ~~Notwithstanding anything in the Charter or laws of this City to the contrary, any change to the existing land uses, or any legislation changing the existing Zoning Map, shall not be approved or passed by the declaration of an emergency and shall not become finally effective without approval of the electors of~~  
~~Notwithstanding anything in the Charter or laws of this City to the contrary, any change to the existing land uses, or any legislation changing the existing Zoning Map, shall not be approved or passed by the declaration of an emergency and shall not become finally effective without approval of the electors of Garfield Heights.~~

— ~~Approval shall require a majority favorable vote of all votes cast by qualified electors at any regular Municipal election.~~

— ~~When submitted for approval, no ordinance, resolution, bylaw, measure, regulation, restriction, amendment, provision, law, legislation or other proposed change of the use of land shall contain more than one subject clearly expressed in the title.~~

— ~~Upon failure to receive approval, the proposed change shall not be presented again for one year.~~

— ~~The schedule that a proposed zoning change must meet is as follows:~~  
~~March General Election~~

— September 30 Last day an individual requesting a zoning change may address a letter to the Mayor requesting a change in zoning.

— Prior to this date, the letter must be addressed to the President of Council fourteen (14) days before the next regularly scheduled Planning Commission meeting.

— October 14-21 Last Planning Commission meeting which may recommend the proposed zoning change to Council and to the Ways and Means Committee (meets the third Wednesday of October).

— October 31 Last day for zoning legislation to be introduced at a Council meeting. The proposed legislation must be immediately referred to the Ways and Means Committee for a minimum of fifteen (15) days. A public hearing must be held fifteen (15) days after the Council meeting at which zoning legislation is introduced.

— November 1 Last day for notice of a public hearing to be given.

— November 15 Public hearing must be held by this date.

— November 30 Legislation must be passed in Council by this date.

— December 3 The ordinance must be advertised in a newspaper of general circulation in the City of Garfield Heights three (3) consecutive weeks by this date.

— December 18 The Board of Elections must be notified of the ordinance. The ordinance and ballot language must be submitted to the Board of Elections by this date.

— January 2 One (1) copy of the proposed ordinance must be posted in each of five (5) public places by this date.

— March 2-8 Election takes place between March 2nd and March 8th.

November General Election

— May 15 Last day an individual requesting a zoning change may address a letter to the Mayor requesting a change in zoning.

— Prior to this date, the letter must be addressed to the President of Council fourteen (14) days before the next regularly scheduled Planning Commission meeting.

— June 1-7 Last Planning Commission meeting which may recommend the proposed zoning change to Council and to the Ways and Means Committee (meets the first Wednesday of June).

— June 15 Last day for zoning legislation to be introduced at a Council meeting. The proposed legislation must be immediately referred to the Ways and Means Committee for a minimum of fifteen (15) days. A public hearing must be held fifteen (15) days after the Council meeting at which zoning legislation is introduced.

— June 16 Last day for notice of a public hearing to be given.

— July 2 Public hearing must be held by this date.

— August 3 Legislation must be passed in Council by this date.

— August 4 The ordinance must be advertised in a newspaper of general circulation in the City of Garfield Heights three (3) consecutive weeks by this date.

— August 19 The Board of Elections must be notified of the ordinance. The ordinance and ballot language must be submitted to the Board of Elections by this date.

— September 3 One (1) copy of the proposed ordinance must be posted in each of five (5) public places by this date.

— November 2-8 Election takes place between November 2nd and November 8th. Garfield Heights.

— Approval shall require a majority favorable vote of all votes cast by qualified electors at any regular Municipal election.

— When submitted for approval, no ordinance, resolution, bylaw, measure, regulation, restriction, amendment, provision, law, legislation or other proposed change of the use of land shall contain more than one subject clearly expressed in the title.

— Upon failure to receive approval, the proposed change shall not be presented again for one year.

— The schedule that a proposed zoning change must meet is as follows:

March General Election

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\_\_\_\_ September 3 One (1) copy of the proposed ordinance must be posted in each of five (5) public places by this date.

\_\_\_\_ November 2-8 Election takes place between November 2nd and November 8th.

**Notwithstanding anything in the Charter or laws of this City to the contrary, any change to the existing land uses, or any legislation changing the existing Zoning Map, shall not become finally effective without approval of a majority of qualified electors of the City of Garfield Heights. Said issue shall be submitted to the electors of the City at the next primary or general election which shall occur not less than sixty (60) days after its passage by Council.**

**SECTION 2.** The proposed amendment to Section 58 of the Garfield Heights Charter shall be submitted to a vote of the qualified electorate of the City of Garfield Heights at an election to be held November 8, 2022 during the regular hours of voting permitted as prescribed by law, where a majority affirmative vote is required for passage.

**SECTION 3.** The Law Director is hereby directed to transmit by certified mail a certified copy of this Ordinance and the following ballot language to the Cuyahoga County Board of Elections, c/o the Director's Office, located at 2925 Euclid Avenue, Cleveland, Ohio 44115 and/or to hand-deliver the same to the Issues Department located on the Third Floor of the Cuyahoga County Board of Elections and obtain a written and dated receipt therefore and he is further directed to make the necessary arrangements with the Board of Elections, Cuyahoga County, for giving notice of the proposed amendment of the municipal Charter and for compliance with other regulations including but not limited to appropriate ballot language in accordance with the Ohio Revised Code.

#### PROPOSED BALLOT LANGUAGE

SHALL SECTION 58 OF THE GARFIELD HEIGHTS CHARTER BE AMENDED TO PROVIDE THAT NOTWITHSTANDING ANYTHING IN THE CHARTER OR LAWS OF THIS CITY TO THE CONTRARY, ANY CHANGE TO THE EXISTING LAND USES, OR ANY LEGISLATION CHANGING THE EXISTING ZONING MAP, SHALL NOT BECOME FINALLY EFFECTIVE WITHOUT APPROVAL OF A MAJORITY OF QUALIFIED ELECTORS OF THE CITY OF GARFIELD HEIGHTS, AND SAID ISSUE SHALL BE SUBMITTED TO THE ELECTORS OF THE CITY AT THE NEXT PRIMARY OR GENERAL ELECTION WHICH SHALL OCCUR NOT LESS THAN SIXTY (60) DAYS AFTER ITS PASSAGE BY COUNCIL?

YES \_\_\_\_\_ NO \_\_\_\_\_

SECTION 4. This Ordinance is declared to be an emergency measure for the best interest of the citizens of Garfield Heights and for the further reason that publication requirements of Ohio law pertaining to Charter amendments necessitates passage without undue delay, therefore this Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Bl

MAYOR

Kimberly Snyder

PRESIDENT OF COUNCIL

ATTEST: Lotto Overy

CLERK OF COUNCIL

EFFECTIVE DATE: 7-11-2022

ORDINANCE NO.: 65-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

P. 6-0  
eff. 8-10-2022  
adopted 7-11-2022

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE FRATERNAL ORDER OF POLICE (FOP), OHIO LABOR COUNCIL, INC – JAILERS/RECORDS CLERKS

*WHEREAS*, Pursuant to concluded negotiations between the City of Garfield Heights and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc. – Jailers/Records Clerks an agreement for the term of January 1, 2019 to December 31, 2021 was approved under Garfield Heights Ordinance 56-2019, and

*WHEREAS*, the City and the FOP entered into negotiations this year and have agreed to all terms, and

*WHEREAS*, it is the intention of all parties to have the new agreement extend from January 1, 2022 through December 31, 2024.

NOW THEREFORE, be it ordained by this Council of the City of Garfield Heights, Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to enter into a Memorandum of Understanding (attached hereto as Exhibit A and incorporated as if fully written within) amending the current Collective Bargaining Agreement between the City of Garfield Heights and Fraternal Order of Police (FOP), Ohio Labor Council, Inc. – Jailers/Records Clerks.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Burke  
MAYOR

Thomas J. Vayh  
PRESIDENT OF COUNCIL

ATTEST: Lottie Omerly  
CLERK OF COUNCIL

EFFECTIVE DATE: 8-10-2022

**MEMORANDUM OF UNDERSTANDING  
CITY OF GARFIELD HEIGHTS  
AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.  
(JAILERS, JAIL COMMANDER, AND RECORDS CLERK)**

**Whereas**, the Fraternal Order of Police (“FOP”) is recognized by the State Employment Relations Board as the exclusive collective bargaining representative for all jailers, jail commanders, and records clerks for the City of Garfield Heights; and,

**Whereas**, the FOP has an existing Collective Bargaining Agreement (“master CBA”) and attached Memorandums of Understanding and Side Letters with the City of Garfield Heights; and,

**Whereas**, the Parties have agreed to a successor Collective Bargaining Agreement for the period from January 1, 2022 through December 31, 2024.

**Therefore**, the Parties agree as follows:

1. All the terms and conditions in the Collective Bargaining Agreement (attached hereto) and any Memorandum of Understanding, Side Letters, amendments or attachments expiring on December 31, 2020 shall be in full force and effect from January 1, 2022 through December 31, 2024.
2. The Parties agree to the following amendments.
3. This MOU contains the entire understanding among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

## **WAGES**

► **Section 1.** Bargaining Unit Members shall receive the following wages increases, effective January 1 of each year:

<u>CLASSIFICATION</u>	1/1/2022	1/1/2023	1/1/2024
	3%	2.25%	2.25%
RECORDS CLERK	<b>\$24.91</b>	<b>\$25.47</b>	<b>\$26.04</b>
JAILER PROBATION	<b>\$22.76</b>	<b>\$23.27</b>	<b>\$23.79</b>
JAILER	<b>\$24.91</b>	<b>\$25.47</b>	<b>\$26.04</b>
JAIL COMMANDER	<b>\$27.90</b>	<b>\$28.53</b>	<b>\$29.16</b>

Bargaining Unit Members shall receive a one-time five hundred dollar (\$500.00) signing bonus to be paid in the pay period immediately following the execution of this agreement.

Should any other bargaining unit in the City of Garfield Heights (excluding the Garfield Heights Police Department and the Garfield Heights Fire Department) receive a greater wage increase (including, wages, signing bonuses, and longevity) than currently agreed upon, the Bargaining Unit Members shall automatically receive the same without having to re-open negotiations.

## **JAIL COMMANDER**

**Section 1.** Effective January 1, 2022, the City shall implement the position of Jail Commander. The Parties hereby agree to file a joint amendment with SERB in order to add this position to the Recognition Article of the current Collective Bargaining Agreement following execution of the new Collective Bargaining Agreement. The wage of the Jail Commander shall

be twelve percent (12%) higher than that of the highest hourly wage of the most senior member of the Jailers.

## ARTICLE IV DUES DEDUCTION

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the FOP on the effective date of the Agreement and all other employees in the bargaining unit who become members of the FOP at any time in the future shall, for the term of this Agreement, continue to be members of the FOP, and the City will honor dues deductions, as provided in this Article.

**Section 2.** During the term of this Agreement, the Employer shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

**Section 3.** The dues so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

**Section 4.** The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

**Section 5.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP within thirty (30) days from the date of making such deductions.

**Section 6.** Employees who are members of the FOP may revoke their membership at any time by sending written notice to the FOP of their desire to drop their FOP membership. Revocation of the FOP membership does not revoke the FOP dues authorization which may only be revoked as set forth below.

**Section 7.** Any voluntary dues deduction authorization shall be irrevocable, regardless of whether an employee has revoked the FOP membership, for a period of one year from the date of the execution of the dues deduction authorization and for year to year thereafter, unless the employee gives the employer and the FOP written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee dues deduction authorizations are available from the FOP upon request.

**Section 8.** The Employer shall provide the FOP with a monthly list of employees that enter or exit the bargaining unit.

**Section 9.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE V**

### **AGENCY SHOP**

**Section 1.** All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP; (2) become members of the

~~FOP; or (3) pay a service fee to the FOP in an amount not to exceed the regular monthly FOP dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.~~

~~In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.~~

**Section 2.** ~~The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.~~

## **ARTICLE XXII** **HOLIDAYS**

**Section 1.** All employees shall receive 112 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
Juneteenth Day	Employee's Birthday

**ARTICLE XLI**

**EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**FOR THE FOP:**

**(JAILERS, JAIL COMMANDERS &  
RECORDS CLERKS)**

**FOR THE EMPLOYER:**

**CITY OF GARFIELD HEIGHTS**

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

Ordinance 65-2022

**FISCAL OFFICER'S CERTIFICATION**

Date: *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*#101 General Fund - #1008 - Corrections \$15,000  
#1006 - Records Clerk approximately*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

*Balma GAO*

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Fiscal Officer/Finance Director

ORDINANCE NO.: 66-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

P. 6-0  
eff 8-10-2022  
adopted 7-11-22

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE FRATERNAL ORDER OF POLICE (FOP), OHIO LABOR COUNCIL, INC – SAFETY DISPATCHERS

*WHEREAS*, Pursuant to concluded negotiations between the City of Garfield Heights and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc. – Safety Dispatchers an agreement for the term of January 1, 2019 to December 31, 2021 was approved under Garfield Heights Ordinance 55-2019, and

*WHEREAS*, the City and the FOP entered into negotiations this year and have agreed to all terms, and

*WHEREAS*, it is the intention of all parties to have the new agreement extend from January 1, 2022 through December 31, 2024.

NOW THEREFORE, be it ordained by this Council of the City of Garfield Heights, Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to enter into a Memorandum of Understanding (attached hereto as Exhibit A and incorporated as if fully written within) amending the current Collective Bargaining Agreement between the City of Garfield Heights and Fraternal Order of Police (FOP), Ohio Labor Council, Inc. – Safety Dispatchers

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Burke  
MAYOR

Thomas J. Vough  
PRESIDENT OF COUNCIL

ATTEST: Lottie Ouelley  
CLERK OF COUNCIL

EFFECTIVE DATE: 8-10-2022

**MEMORANDUM OF UNDERSTANDING  
CITY OF GARFIELD HEIGHTS  
AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.  
(SAFETY DISPATCHERS)**

**Whereas**, the Fraternal Order of Police (“FOP”) is recognized by the State Employment Relations Board as the exclusive collective bargaining representative for all full-time dispatchers for the City of Garfield Heights; and,

**Whereas**, the FOP has an existing Collective Bargaining Agreement (“master CBA”) and attached Memorandums of Understanding and Side Letters with the City of Garfield Heights; and,

**Whereas**, the Parties have agreed to a successor Collective Bargaining Agreement for the period from January 1, 2022 through December 31, 2024.

**Therefore**, the Parties agree as follows:

1. All the terms and conditions in the Collective Bargaining Agreement (attached hereto) and any Memorandum of Understanding, Side Letters, amendments or attachments expiring on December 31, 2020 shall be in full force and effect from January 1, 2022 through December 31, 2024.
2. The Parties agree to the following amendments.
3. This MOU contains the entire understanding among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

## WAGES

**Section 1.** Safety Dispatchers shall receive the following wages increases, effective January 1 of each year:

<u>CLASSIFICATION</u>	1/1/2022	1/1/2023	1/1/2024
	3%	2.25%	2.25%
SAFETY DISPATCHER	\$26.03	\$26.62	\$27.22

Safety Dispatchers shall receive a one-time five hundred dollar (\$500.00) signing bonus to be paid in the pay period immediately following the execution of this agreement.

Should any other bargaining unit in the City of Garfield Heights (excluding the Garfield Heights Police Department and the Garfield Heights Fire Department) receive a greater wage increase (including, wages, signing bonuses, and longevity) than currently agreed upon, the Safety Dispatchers shall automatically receive the same without having to re-open negotiations.

## ARTICLE IV DUES DEDUCTION

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the FOP on the effective date of the Agreement and all other employees in the bargaining unit who become members of the FOP at any time in the future shall, for the term of this Agreement, continue to be members of the FOP, and the City will honor dues deductions, as provided in this Article.

**Section 2.** During the term of this Agreement, the Employer shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP shall be responsible for separately

collecting on its own all initiation fees and assessments levied by it. In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

**Section 3.** The dues so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

**Section 4.** The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

**Section 5.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP within thirty (30) days from the date of making such deductions.

**Section 6.** Employees who are members of the FOP may revoke their membership at any time by sending written notice to the FOP of their desire to drop their FOP membership. Revocation of the FOP membership does not revoke the FOP dues authorization which may only be revoked as set forth below.

**Section 7.** Any voluntary dues deduction authorization shall be irrevocable, regardless of whether an employee has revoked the FOP membership, for a period of one year from the date of the execution of the dues deduction authorization and for year to year thereafter, unless the employee gives the employer and the FOP written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee dues deduction authorizations are available from the FOP upon request.

**Section 8.** The Employer shall provide the FOP with a monthly list of employees that enter or exit the bargaining unit.

**Section 9.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE V**

### **AGENCY SHOP**

**Section 1.** All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not to exceed the regular monthly FOP dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.

In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.

**Section 2.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.

## ARTICLE XXII HOLIDAYS

**Section 1.** All employees shall receive 112 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
Juneteenth Day	Employee's Birthday

## ARTICLE XXI

### OVERTIME, CALL-IN PAY AND COURT TIME

**Section 1.** All employees, for work performed in excess of their regularly scheduled tour of duty when approved by the Chief, or his designee, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief, or his designee. All hours worked in excess of sixteen hours per shift shall be paid at double (2) times the employee's regular hourly rate. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time may be cashed in once each year during the first full pay period in December. No less than twenty (20) and no more than (100) hours shall be cashed in each year.

**Section 2.** Whenever approved by the Chief, or his designee, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four (4) hours at straight

time rate. An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

**Section 3.** ~~Any Safety Dispatcher assigned to training shall be paid an additional one (1) hour for each shift worked in such capacity which shall be paid at the end of the training cycle. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off.~~

Any Safety Dispatcher assigned to training shall be paid an additional .20 hours per hour of training completed, to be paid at the end of the training cycle. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off. (This specific section shall be effective from the signed date of the agreement, not retroactive to January 1, 2022). Should any of the Police Bargaining units receive an increase in FTO training for the duration of their current contract through December 31, 2024, the Safety Dispatchers shall automatically receive the same increase without the need to re-open negotiations. APCO certified training shall be offered to all Safety Dispatchers who are selected as training dispatchers for the purpose of training new hires.

**Section 4.** All opportunities for overtime shall be first offered to full-time bargaining unit members prior to scheduling any part-time employees to work such overtime.

#### **ARTICLE \*TO BE DETERMINED\***

##### **MATRON TRAINING**

Safety Dispatchers shall receive Matron Training at least once every three years. Said training shall be provided to the Safety Dispatcher without any cost to the employee. Safety Dispatchers shall suffer no loss of pay if receiving training while on duty and shall be paid in accordance with Article XXI should the member be called in for training.

**ARTICLE XLI**

**EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**FOR THE FOP:**

**(SAFETY DISPATCHER)**

**FOR THE EMPLOYER:**

**CITY OF GARFIELD HEIGHTS**

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

Ordinance 66-2022

**FISCAL OFFICER'S CERTIFICATION**

Date:

July 7, 2022

It is hereby certified that the amount, or estimated amount, identified as follows:

#101 - General Fund - #1004 - \$20,000  
approximately

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Bier

Fiscal Officer/Finance Director

ORDINANCE NO.: 67-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

P.6-0  
ess 8-10-2022  
adopted 7-11-2022

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE FRATERNAL ORDER OF POLICE (FOP), LODGE 67 (SERGEANTS AND ABOVE).

WHEREAS, Pursuant to concluded negotiations between the City of Garfield Heights and the Fraternal Order of Police (FOP), Lodge 67 (Sergeants and above) an agreement for the term of January 1, 2018 to December 31, 2020 was approved under Garfield Heights Ordinance 52-2018, and

WHEREAS, the City and the FOP entered into negotiations this year and have agreed to all terms, and

WHEREAS, it is the intention of all parties to have the new agreement extend from January 1, 2022 through December 31, 2024.

NOW THEREFORE, be it ordained by this Council of the City of Garfield Heights, Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to enter into a Memorandum of Understanding (attached hereto as Exhibit A and incorporated as if fully written within) amending the current Collective Bargaining Agreement between the City of Garfield Heights and Fraternal Order of Police (FOP), Lodge 67 (Sergeants and above).

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Burke  
MAYOR

Thomas Wagner  
PRESIDENT OF COUNCIL

ATTEST: Lottie Ouelly  
CLERK OF COUNCIL

EFFECTIVE DATE: 8-10-2022

**MEMORANDUM OF UNDERSTANDING**

**CITY OF GARFIELD HEIGHTS AND THE FRATERNAL ORDER OF POLICE,  
LODGE 67, (SERGEANTS AND ABOVE)**

**Whereas**, the Fraternal Order of Police (“FOP”) is recognized by the State Employment Relations Board as the exclusive collective bargaining representative for all full-time rank of Sergeants and above for the City of Garfield Heights; and,

**Whereas**, the FOP has an existing Collective Bargaining Agreement (“master CBA”) and attached Memorandums of Understanding and Side Letters with the City of Garfield Heights; and,

**Whereas**, the Parties have agreed to a successor Collective Bargaining Agreement for the period from January 1, 2022 through December 31, 2024.

**Therefore**, the Parties agree as follows:

1. All the terms and conditions in the Collective Bargaining Agreement (attached hereto) and any Memorandum of Understanding, Side Letters, amendments or attachments expiring on December 31, 2020 shall be in full force and effect from January 1, 2022 through December 31, 2024.
2. The Parties agree to the following amendments.
3. This MOU contains the entire understanding among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

## ARTICLE 4 DUES DEDUCTION

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the FOP on the effective date of the Agreement and all other employees in the bargaining unit who become members of the FOP at any time in the future shall, for the term of this Agreement, continue to be members of the FOP, and the City will honor dues deductions, as provided in this Article.

**Section 2.** During the term of this Agreement, the Employer shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

**Section 3.** The dues so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

**Section 4.** The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

**Section 5.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP within thirty (30) days from the date of making such deductions.

**Section 6.** Employees who are members of the FOP may revoke their membership at any time by sending written notice to the FOP of their desire to drop their FOP membership.

Revocation of the FOP membership does not revoke the FOP dues authorization which may only be revoked as set forth below.

**Section 7.** Any voluntary dues deduction authorization shall be irrevocable, regardless of whether an employee has revoked the FOP membership, for a period of one year from the date of the execution of the dues deduction authorization and for year to year thereafter, unless the employee gives the employer and the FOP written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee dues deduction authorizations are available from the FOP upon request.

**Section 8.** The Employer shall provide the FOP with a monthly list of employees that enter or exit the bargaining unit.

**Section 9.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE 5**

### **AGENCY SHOP**

**Section 1.** ~~All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not to exceed the regular monthly FOP dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.~~

~~In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.~~

Section 2. The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.

## ARTICLE 20 OVERTIME, CALL-IN PAY AND COURT TIME

Section 1. All employees, for work performed in excess of the regular eight (8) hours per shift when approved by the Chief, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time may be cashed in once per year during the first full pay period in December. No less than twenty (20) nor more than one hundred (100) hours shall be cashed in per calendar year. Compensatory time cashed in shall be taken first from the bank in the year that it was earned.

Section 2. Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four (4) straight-time hours. An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

Section 3. Employees assigned as "Field Training Officers" shall be paid an additional .20 hours per hour of training completed, to be paid at the end of the training cycle. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off. (This specific section shall be effective from the signed date of the agreement, not retroactive to January 1, 2022).

## **ARTICLE 21**

### **HOLIDAYS**

**Section 1.** All employees shall receive 112 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
Juneteenth Day	Employee's Birthday (1 day)

## **ARTICLE 22**

### **VACATION**

**Section 4. Vacation Buy-Back.** The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for two (2) days of unused vacation for each full week earned. Requests for such payments must be made in writing to the Chief of Police by not later than December 1. For employees assigned to twelve (12) hour shifts, two (2) days shall equal 24 hours.

## ARTICLE 24

### PERSONAL LEAVE

**Section 1.** All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned. For the year 2022, all employees shall be granted one (1) additional personal day.

**Section 2.** Personal days shall only be taken with the advance approval of the Chief.

## ARTICLE \*TO BE DETERMINED\*

### PHYSICAL FITNESS BONUS

**Section 1.** Employees may choose to perform a physical fitness exam that will be conducted each calendar year during the month of September. Said examination will be conducted by the Chief of Police, or his designee. A record of said examination shall be kept by the Police Chief, or his designee, in their regular course of business.

**Section 2.** Said physical fitness examination will be conducted in accordance with the current Ohio Peace Officer Training Commission standards with respect to the age and gender of the testing employee. The current standards are attached hereto as Exhibit A and included as if fully written within.

**Section 3.** All employees who successfully meet the minimum standards contained within the Ohio Peace Officer Training Commission shall receive an additional day-off. A “day-off” shall be read to mean the number of hours that particular employee is scheduled to work on a standard shift for their position. For example, patrol employees would receive twelve hours off while detectives / administrative employees would receive eight hours off. The additional day-off awarded to employees who meet the fitness requirements must be used within one (1) year of

passing the physical fitness examination, and is subject to Chief approval in accordance with department procedure.

**ARTICLE \*TO BE DETERMINED\***

**EDUCATION INCENTIVE BONUS**

**Section 1.** Employees shall receive an annual education incentive bonus for the completion of post-secondary educational programs. Employees shall receive the following:

Associate's Degree:	\$200 annually
Bachelor's Degree:	\$250 annually
Master's Degree:	\$300 annually

Employees are to receive the highest bonus available to them, but in no circumstances shall an employee receive multiple education incentive bonuses in one year. For example, an employee who has obtained all three degrees shall receive an annual bonus of \$300, not the accumulation of all three.

**Section 2.** The annual bonus shall be included in the first pay of September each calendar year. Evidence of the completion of the aforementioned programs shall be submitted to the Chief of Police no later than July 1 for the purpose of receiving the bonus that year. Once an employee has submitted satisfactory documentation as to the completion of a post-secondary educational program, the Chief of Police shall retain said documentation and the employee will not be required to submit documentation annually to receive the bonus.

**ARTICLE 41**

**EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**FOR THE FOP:**

**(SERGEANTS AND ABOVE)**

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

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

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

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

**FOR THE EMPLOYER:**

**CITY OF GARFIELD HEIGHTS**

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

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

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

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

Ordinance 67-2022

**FISCAL OFFICER'S CERTIFICATION**

Date: *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*#203 - Average Pay Fund - approximate \$15,000*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

*Bulma Bier*

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Fiscal Officer/Finance Director

ORDINANCE NO: 68-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE  
C- Sponsored By: All of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MONSIDO INC. FOR THE PURPOSE OF ENSURING THE CITY OF GARFIELD HEIGHTS WEBSITE IS COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT (ADA).

WHEREAS, In Ordinance 44-2021, the City of Garfield Heights entered into a contract with CivicPlus for the purpose of designing a new City website, and

WHEREAS, Monsido, Inc. is a company who's objective is the ensure that public sector technology and digital communications are compliant, accessible, and accurate, and

WHEREAS, the City wishes to entered into an agreement with Monsido, Inc. for the purposes of monitoring and maintaining the City's website and digital communications to ensure strict compliance with federal regulations and the Americans with Disabilities Act (ADA), and

WHEREAS, under the agreement, the City with receive three years of service for a cost not to exceed \$4,000.00 per year.

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

SECTION 1. The Mayor is authorized and directed to enter into an agreement (attached hereto as Exhibit A and included as if fully written within) with Monsido, Inc. for the above-stated purposes at a cost not to exceed \$12,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lotta Overly  
CLERK OF COUNCIL

Thomas J. Vary  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 8-10-2022

P. 6-0  
off. 8-10-2022  
adopted 7-11-2022

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

# Sales Order Form

**Current Date:** Jun 7, 2022

**Expiration Date:** Jun 24, 2022

**Prepared by:** Corey Black, corey.black@optimere.com

<b>Customer</b>	City of Garfield Heights 5407 Turney Road Garfield Heights, Ohio 44125	<b>Term Start Date</b>	Jul 1, 2022
		<b>Invoicing Date</b>	Jul 1, 2022 (Net 30)
		<b>Renewal Date</b>	Jun 30, 2025
<b>Primary Contact</b>	Matthew Burke mburke@garfieldhts.org	<b>Invoicing Contact</b>	Barbara Biro bbiro@garfieldhts.org

<b>PACKAGE</b>	<b>PRICE (USD)</b>
Monsido Platform	\$3,912.00
<u>Web Scanning:</u> 2,500 pages	
<u>Features/Modules:</u> Quality Assurance, SEO, Heartbeat, Inventory, Prioritized Content, Policies, Domain Groups, User/Domain Access, CMS Integration, Statistics, Accessibility - WCAG A, AA, AAA, Accessibility - Training & Webinars, Compliance ShieldTM - PageAssist TM	

This contract is for a 3 year term, but will be billed annually for the amount of \$3,912/year

**Total (USD)**      **\$3,912.00**

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**CITY OF GARFIELD  
HEIGHTS**

By:

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

**CITY OF GARFIELD  
HEIGHTS**

Name,

Title:

Date:

# TERMS OF SERVICE

BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONDISO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.

## SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to "Customer" mean a registered User of the Services.
- b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d) References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
- f) References to an "Order Form" mean an Order Form signed by a Customer.
- g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
- i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
- j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and [app.monsido.com](http://app.monsido.com) as well as any other Web site owned and/or operated by Service Provider related to the Services.

## SECTION II: GENERAL PROVISIONS

**2.1. About the Services.** Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

**2.2. Reliance on the Services; Assumption of the Risk.** Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

**2.3. Restrictions and Responsibilities.** In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

**2.4. Restriction on Pages and Information Scanned.** The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

**2.5. System Updates.** The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

**2.6. Technical Support.** Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at [info@monsido.com](mailto:info@monsido.com) or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.

## SECTION III: ACCOUNTS, USE OF THE SERVICES

**3.1. Online Accounts.** Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account.") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

**3.2. Multiple Accounts, Transfer Prohibited.** Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

**3.3. Right to Monitor.** Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

**3.4. Customer Responsibilities.** Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

**3.5. Data Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

**3.6. Service Levels.** The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

## SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

**4.1. Service Fee.** Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

**4.2. Invoicing.** All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle.") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

**4.3. Form of Payment.** Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.

**4.4. Taxes.** Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

**4.5. Suspension of Services.** In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

**4.6. Refunds.** Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to

utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

## SECTION V: TERM AND TERMINATION

**5.1. Term and Termination; Renewals.** These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

**5.2. Payments upon Termination.** In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

## SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

**6.1. DISCLAIMER OF WARRANTY.** Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.**

**6.2. LIMITATION OF LIABILITY.** SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE. (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-COMFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00,) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN

CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

## SECTION VII: GOVERNING LAW; ARBITRATION

**7.1. Governing Law.** For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

**7.2. Arbitration.** Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

## SECTION VIII: INTELLECTUAL PROPERTY

**8.1. Ownership.** All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

**8.2. Grant of License by Customer.** Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.

**8.3. Grant of License by Service Provider.** In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

**8.4. Restriction on Grant of License.** Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

## SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

**9.1. Use of Third-Party Tools, Services, and Products.** We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

## SECTION X: MISCELLANEOUS

**10.1. Authority.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

**10.2. Waiver.** Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

**10.3. Force Majeure.** Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

**10.4. Assignment.** Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the forgoing, Service Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

**10.5. Rights of Third Parties.** These Terms do not give any right to any Third Party unless explicitly stated herein.

**10.6. Relationship of the Parties.** The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

**10.7. Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

**10.8. Notices.** Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

**10.9. Entire Agreement.** This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

# DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates monsido.eu and app.monsido.eu as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR). Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us info@monsido.com.

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered into by and between the Customer and Monsido.

## 1. Definitions.

For purposes of this Privacy Policy references to "Customer" mean a registered User of the Services.

References to "Customer Web site" mean those publicly-available pages of Customer's Web site.

For purposes of this Privacy Policy references to "us," "we," "our," and/or "Monsido" mean Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the "Services" mean those Web governance and Web page crawling services provided to Service Provider's Customers.

References to the "Web site" mean the Web site bearing the URL [www.mondiso.com](http://www.mondiso.com) and [app.monsido.com](http://app.monsido.com).

References to "you," and/or "User," mean the User of the Web site and/or the Services.

**2. Agreement to be Bound.** The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsido.com/cookie-policy/> and <https://monsido.com/general-terms-and-conditions>, respectively.

**3. Modifications and Changes to the Data Protection and Privacy Policy Statement.** We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsido.com/data-protection-and-privacy-policy-statement>.

**4. The Information We Collect.** We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

**Registration & Account Set Up.** In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties' own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

**Automated Information.** Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

**Location Information:** We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFV for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido's internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

**Analytics Information:** We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

**Scan Caches.** For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer's intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

**5. Use of Your Information and Your Preferences.** We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at [info@monsido.com](mailto:info@monsido.com).

**6. Our Newsletter and How to Opt-Out.** We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

**7. Do Not Track (DNT) Disclosure.** Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the "How to Opt-Out" section above, and you may be able to control the use of cookies through your Web browser as described in the "Use of Cookies" section below, some Web browsers may also give you the ability to enable a "do not track" setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This "do not track" signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the "do not track" setting enabled still have the ability to accept cookies. We do not respond to Web browser "do not track" signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about "do not track," visit <http://www.allaboutdnt.org/>.

**8. Disclosures of your Information.** Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

**9. Legal Disclaimer.** In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

**10. Other Web Sites.** Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

**11. Cookies.** To enhance your online experience, we may use "cookies" or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com/cookie-policy/> regarding our use of cookies.

**12. Access to and/or Modification of Your Information.** If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at [info@monsido.com](mailto:info@monsido.com). You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

**13. Privacy Protection for Children Using the Internet: notice to minors** Protecting children's privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child's personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at [info@monsido.com](mailto:info@monsido.com). Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.

**14. Retention.** Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

**15. Data Security.** We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

**16. International Transfer.** We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

**Model Clauses.** The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing [info@monsido.com](mailto:info@monsido.com).

**Privacy Shield.** Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

**Necessary for the performance of the contract.** Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

**17. Your Rights.** You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

**18. Withdrawing Consent.** Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing [info@monsido.com](mailto:info@monsido.com) to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

**19. How to Contact Us.** If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at [info@monsido.com](mailto:info@monsido.com).

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup, DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk). Digital post: [www.borger.dk](http://www.borger.dk)

If you live in the EEA, you may also file a complaint with your local data protection regulator.

**20. Updates & Effective Date.** The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

Ordinance 68-2022

**FISCAL OFFICER'S CERTIFICATION**

Date: *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*# 101 General Fund - General Government  
\$12,000.00 not to exceed*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

*Barbara A. Sier*

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Fiscal Officer/Finance Director

## Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

### *Information We Collect*

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

#### Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

#### Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

#### Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

#### *Use of Personal Information*

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### *Sharing Personal Information*

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.

### *Disclosures of Personal Information for a Business Purpose*

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

### *Sales of Personal Information*

In the preceding twelve (12) months, Monsido had not sold personal information.

### *Your Rights and Choices*

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### *Access to Specific Information and Data Portability Rights*

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

### *Deletion Request Rights*

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### *Exercising Access, Data Portability, and Deletion Rights*

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### *Response Timing and Format*

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### *Personal Information Sales Opt-Out and Opt-In Rights*

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

#### *Non-Discrimination*

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.

ORDINANCE NO: 69-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

P. 6-0  
eff. 7-11-2022  
adopted 7-11-2022

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A ROTH 457 OPTION EMPLOYER AGREEMENT WITH OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION FOR THE PURPOSE OF PROVIDING CITY EMPLOYEES THE OPPORTUNITY TO PARTICIPATE IN A ROTH 457

WHEREAS, In Resolution 17-1990, the City of Garfield Heights adopted a plan under the Ohio Public Employees Deferred Compensation Program for the participation of eligible Garfield Heights City Employees, and

WHEREAS, at the time, the City wishes to extend what is currently in place by adopting an additional Roth 457 Plan for participation of eligible City employees.

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

SECTION 1. The Mayor is authorized and directed to execute the Program Adoption Agreement (attached hereto as Exhibit A and included as if fully written within) for the purpose of adopting a Roth 457 Plan under the Ohio Public Employees Deferred Compensation Program for the participation of eligible Garfield Heights City Employees.

SECTION 2. The Ohio Public Employees Deferred Compensation Board is authorized to administer the Plan under the Program, and to do all things necessary or proper for the administration of the Plan, consistent with enabling statute and all the Rules and Regulations promulgated by the Board, whether by the Ohio Administrative Code or otherwise, and consistent with the Program Adoption Agreement.

SECTION 3. Consistent with the Program Adoption Agreement and the Rules and Regulations promulgated by the Board, the proper officials, officers, employees, and agents of the City of Garfield Heights are authorized to provide the Board (and its Administrator) with any information they may properly require for the administration of the Plan under the Program.

SECTION 4. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lottie Overly  
CLERK OF COUNCIL

Thomas J. Wagner  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 7-11-2022

# Ohio DC **ROTH** CONTRIBUTIONS

**Roth Option for 457(b): POTENTIAL TAX-FREE RETIREMENT INCOME**



**OHIO DEFERRED  
COMPENSATION**

**Ohio457.org    877-644-6457**

**You've probably heard of a Roth IRA** — an investment vehicle that lets you make contributions that are not tax deductible but provide tax-free distributions in retirement after certain conditions are met. Did you know there's also a Roth option for 457(b) deferred compensation plans?

Deciding whether to make Roth contributions will depend on your individual financial circumstances, such as your current income and anticipated income in retirement, and current and future tax rates. Unlike Roth IRAs, there are no income limits for Roth 457(b) options. Contribution limits are also higher for Roth 457(b) options compared with Roth IRAs. You can visit our online tool for more information, but you should also consult with a tax advisor to assist you in making a decision.

## DOES MY EMPLOYER ALLOW ROTH CONTRIBUTIONS?

Your employer must choose to offer the Roth 457(b) option for it to be available to you. Contact us if you have questions, or check with your employer to determine whether they offer the Roth option.

## WHAT ARE ROTH CONTRIBUTIONS?

Roth contributions are deducted from your pay on an after-tax basis, unlike pre-tax contributions that reduce your gross taxable income. Roth contributions grow tax deferred, and when a withdrawal is qualified, it is not subject to federal or state income taxes. The availability of tax-free withdrawals is what makes the Roth option attractive.

## WHAT IS A QUALIFIED WITHDRAWAL?

Withdrawals of Roth contributions and pre-tax contributions require a separation from employment (termination of employment), unless you qualify for an unforeseeable emergency withdrawal. Unforeseeable emergency (UE) withdrawals are permitted from Roth accounts, but net earnings are subject to taxation and withholding if nonqualified.

If a Roth withdrawal is available, it must meet two requirements to be considered qualified. The first is that the withdrawal must be made after age 59½ or because of death or disability. The second is that the initial Roth contribution must have been made to the Plan at least five tax years before the withdrawal. The Roth period starts at the beginning of the year in which the first Roth contribution is made and is met on the fifth anniversary of that date. For example, for a participant who made his first Roth contribution on July 25, 2015, his first Roth tax year would have started on January 1, 2015, and the five-year requirement would have been met on January 1, 2020.

If the Roth withdrawal meets the two requirements above, it is a qualified withdrawal, and the entire withdrawal amount is tax free. If the Roth withdrawal does not meet both requirements, it is nonqualified, and the portion attributed to the Roth contributions is not subject to income tax, because it was already taxed when it was made. The growth (net earnings) portion of the withdrawal would be taxable. For example, if 25% of the Roth account

value was due to growth, 25% of any withdrawal would be considered taxable.

Roth accounts are subject to the same required minimum distribution rules as pre-tax accounts.

## HOW DO ROTH CONTRIBUTIONS AND PRE-TAX DEFERRALS COMPARE?

Paying taxes on your retirement savings is inevitable. With a Roth account, you pay taxes on your contributions now, but your qualified withdrawals are tax free. Pre-tax deferred compensation contributions reduce your current tax bill, but those withdrawals are taxed when received.

The primary advantage of Roth contributions is the potentially tax-free withdrawals, because pensions, Social Security benefits and other types of income are likely to be subject to taxation.

Income tax credits and deductions, as well as some governmental benefits, may be reduced if taxable income is high. Having sources to draw upon that are not subject to income tax could be very helpful.

The primary disadvantage of Roth contributions is that they don't reduce current income taxes. There are very few tax deductions available to most taxpayers, and many deductions, credits and exemptions may be reduced based on the level of taxable income. For some participants, current income-tax savings is an important part of making contributions affordable. Although pre-tax contributions will result in taxable withdrawals in the future, planning can limit the impact of those taxes, and withdrawals are not required until you reach age 72, allowing for extended tax deferral. Lowering your taxes when you are subject to higher rates, such as in your working years, and paying taxes at lower rates, typically during retirement, is usually considered good tax planning.

## HOW ARE ROTH CONTRIBUTIONS SHOWN IN MY ACCOUNT?

Roth contributions are held in a separate account from pre-tax deferrals, as required by law. Although separately recorded, they will be included in your quarterly statements and in all summaries and totals. There are no additional administrative fees related to the creation of a Roth account.

	Pre-Tax 457(b)	Post-Tax Roth 457(b)
<b>Taxation</b>	Before tax; reduces current income tax; taxes are deferred until distribution	After tax; pay current income tax now; qualified distributions are free from federal and state tax <sup>1</sup>
<b>2022 Annual Contribution Limits</b>	\$20,500 (Includes both pre-tax and post-tax Roth contributions)	\$20,500 (Includes both pre-tax and post-tax Roth contributions)
<b>2022 Annual Age 50-Plus Limit</b>	\$27,000 (Includes both pre-tax and post-tax Roth contributions)	\$27,000 (Includes both pre-tax and post-tax Roth contributions)
<b>Catch-up Annual Limit</b>	\$41,000 (Includes both pre-tax and post-tax Roth contributions)	\$41,000 (Includes both pre-tax and post-tax Roth contributions)
<b>Income Limits</b>	None	None
<b>Employer Match</b>	May be provided	Employers can match a Roth contribution, <b>but</b> any employer contributions, such as the match or a profit-sharing contribution, must be treated as a <b>pre-tax contribution</b> and allocated to a pre-tax account.
<b>Rollover</b>	May be rolled over into another pre-tax plan or into a traditional pre-tax IRA	May be rolled over to another Roth plan or Roth IRA
<b>Required Minimum Distributions</b>	Required (if terminated)  The IRS requires terminated participants to begin withdrawals known as Required Minimum Distributions (RMDs) at age 72. <sup>2</sup>	Required (if terminated)  <b>However</b> , before minimum distributions begin, the participant can roll over the entire balance into a Roth IRA, which does not require minimum distributions. The Roth IRA account holder can forgo taking distributions, allowing the Roth IRA to continue to accumulate tax free and ultimately be passed on to heirs free from federal and state taxes.

## HOW MUCH CAN I CONTRIBUTE?

Roth contributions, combined with pre-tax contributions, can be made up to the IRS annual limits. Participants choose how to allocate their contributions in dollars between pre-tax and Roth (after tax). For example, a participant could split a \$500 total biweekly contribution by putting \$300 in pre-tax and designating \$200 as Roth. Participants can change how they split their contributions at any time, but once a contribution is made, it cannot be reclassified.

## HOW ARE MY ROTH CONTRIBUTIONS INVESTED?

Participants will provide allocation directions from the available investment options for their Roth contributions upon enrollment. Allocation directions can be changed anytime and do not have to be the same as any pre-tax accounts.

## WHO IS THE BENEFICIARY OF MY ROTH ACCOUNT?

Participants may choose an individual(s), their estate, a trust, or a charitable organization as a beneficiary for the Roth account. To select, change or update your beneficiaries, log in to your account online or download the beneficiary form. A participant's age, death or disability is used to determine qualified status for a distribution to an alternate payee or beneficiary. If a distribution is rolled over, the alternate payee or beneficiary's age, death or disability is used. Beneficiaries retain the same income tax treatment as if the participant had received the withdrawal. The five-year holding requirement applies for a withdrawal to be considered qualified even in the case of death.

## ARE IN-PLAN CONVERSIONS PERMITTED FOR PRE-TAX ACCOUNTS/DEFERRALS?

No. In-plan conversions are not permitted at this time.

## ARE ROTH IRA ROLLOVERS TO OHIO DC PERMISSIBLE?

Federal regulations do not allow rollovers of Roth IRA funds to a Roth 457(b) deferred compensation plan.

## ARE ROTH 457(b), 401(k), 403(b) AND 401(a) ROLLOVERS TO OHIO DC PERMISSIBLE?

No, not currently.

## HOW DO I ENROLL IN A ROTH 457(b)?

Once you've determined whether your employer offers the Roth 457(b), you will need to enroll in a Roth 457(b) account. You can enroll in a Roth account online, in person or by requesting paperwork at **877-644-6457**. Existing participants will need to log in online and add an account to enroll in a Roth 457(b).

Source: "IRS announces 401(k) limit increases to \$20,500," IR-2021-216, Internal Revenue Service (Nov. 4, 2021).

<sup>1</sup> Earnings from a Roth are not taxable if the distribution is made after five consecutive tax years since the first Roth contribution was made AND the distribution is made after age 59½ or because of death or disability. Investing involves market risk, including possible loss of principal.

<sup>2</sup> The SECURE Act increased the initial Required Minimum Distribution (RMD) age to 72 from 70½ for participants who turn 70½ after December 31, 2019 (participants born after June 30, 1949). Those who were born on or before June 30, 1949, will continue to receive annual RMD payments.

Nationwide representatives cannot offer investment, tax or legal advice.

Information provided by Account representatives is for educational purposes only and not intended as investment, tax or legal advice. Account representatives are registered representatives of Nationwide Investment Services Corporation, member FINRA, Columbus, Ohio.



**OHIO DEFERRED  
COMPENSATION**

**Ohio457.org    877-644-6457**



# OHIO DEFERRED COMPENSATION

## ROTH 457 OPTION EMPLOYER ADOPTION



Employers who choose to offer the Roth 457 option must execute an Adoption Agreement, Exhibit B, Payroll/Administrative Procedures.

- Return the completed and executed form.

Email: [Ohio457@Nationwide.com](mailto:Ohio457@Nationwide.com)

Fax: 614-222-9457

Mail: 257 East Town Street, Suite 400, Columbus, Ohio 43215-4626

- An acknowledgment email and additional information will be sent to the employer upon receipt of an executed Exhibit B.



Employers will need to set-up a separate post-tax payroll deduction for Roth contributions.



Pre-tax deferrals and Roth contributions will be billed separately. Ohio DC will create a new bill code assigned to Roth contributions.



Pre-tax deferral and Roth contribution billings can be obtained and filed on the Ohio Business Gateway at [Ohiobusinessgateway.ohio.gov](http://Ohiobusinessgateway.ohio.gov).

### Comparison of the traditional pre-tax option and the Roth post-tax option:

Feature	Traditional 457(b)	Roth 457(b)
Payroll Deductions	Yes	Yes
Contributions	Pre-tax dollars	Post-tax dollars
2021 Annual Limits	\$19,500 (\$26,000 if age 50+, \$39,000 for Special Catch-Up) Combined contributions to Traditional (pre-tax) and Roth options must remain within the annual limits.	
Investment Growth	Accumulates tax-deferred	Accumulates tax-free
Federal Tax on Distributions	Taxable income	Tax free if certain criteria are met

# Enter Employer Name below. Execute the agreement on page five.

## EXHIBIT B

### PAYROLL/ADMINISTRATIVE PROCEDURES

An Employer that establishes the Plan shall determine whether its employees will be permitted to make (i) pre-tax deferrals only or (ii) pre-tax deferrals and Roth contributions.

**[Enter Employer Name]** elects to offer eligible employees one of the following options:

Pre-tax deferrals only

**OR**

Pre-tax deferrals and Roth contributions

*The effective date shall be a date no sooner than 30-days after Ohio DC receives the executed Exhibit B and the Employer receives their first pre-billing invoice for pre-tax deferrals and/or Roth contributions.*

#### **Deductions**

A. **Pre-tax Deferrals.** The Employer will ensure that federal and state income taxes for each participating employee are calculated after excluding the amount being deferred under the Plan. Please note that pre-tax deferrals are not excluded from local income tax calculations.

B. **Roth Contributions.** The Employer will ensure that Roth contributions are after-tax contributions. This means the Employer includes the amount of the Roth contributions in the employee's gross income at the time the employee would have otherwise received the amount in cash if the employee had not made the election. Roth contributions are subject to all applicable wage-withholding requirements.

The Internal Revenue Code requires that participant deferral/contribution agreements be entered into in the month before they begin. The Program will monitor this regulation and notify Employers of new enrollments and valid changes. The Employer may not make any such contractual changes until the effective date specified on the Payroll Reduction Change Report, except to prevent deferrals/contributions from exceeding the maximum annual limits.

#### **Reporting**

The Employer may utilize one of the following methods for reporting deferral/contribution amounts.

A. **A pre-billing invoice.** The Program will create an invoice(s) for the Employer at least ten (10) days before each pay date, listing the name, last four digits of the employee's social security number, and dollar amount of the deferral/contribution expected from each employee. Pre-tax deferrals and Roth contributions will be invoiced separately. The employer can obtain these invoices from the Ohio Business Gateway website. The Employer will note any changes on the invoices before reporting these amounts.

B. **A computer file.** The use of computer files is recommended for all Employers who will have more than 100 participants in the Plan. Pre-tax deferrals and Roth contributions must be in separate files. This confidential data must be transmitted using the secure express upload feature of the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). Computer files must be formatted as indicated below.

<u>Field Name</u>	<u>Data Type</u>	<u>Start/End Pos.</u>	<u>Contents</u>
Transaction Type	X(3)	1      3	'114'
Employer ID	X(6)	4      9	Ohio DC will assign this number
Pay Date*	9(8)	10     17	Your payroll date
Social Security5	9(5)	18     22	First 5 digits of social security number
Social Security4	9(4)	23     26	Last 4 digits of social security number
Termination Code	X(2)	27     28	Does participant still work for you? Yes = SPACES No = 'TT'
Filler	X(8)	29     36	Spaces
Termination Date*	9(8)	37     44	Date employee was terminated or zeros for current employees
Transaction Amount**	9(7)	45     51	Deferral/contribution amount 9999999
Name	X(25)	52     76	Participant name
Filler	X(4)	77     80	Spaces

\* All dates must use CCYYMMDD format (20190101)

\*\* The transaction amount must not include the decimal point. Example, a \$125.00 deferral amount would be sent as 0012500.

Fields are **NOT** packed.

For regular deferrals (pre-tax), the file must be named **defcomp.txt**.

For Roth contributions (post-tax), the file must be named **roth\_defcomp.txt**

**Please note that regular deferrals and Roth contributions are on separate bills and cannot be combined in the same file**

If you need further assistance, please call 614-466-7245.

C. **An acceptable Employer generated listing.** The Employer may generate their own listing which will identify the name, last four digits of the employee's social security number, and dollar amount of the individual deferrals/contributions. The format must be (by pay frequency) in ascending alphabetic or social security number order with totals for each frequency. Pre-tax deferrals and Roth contributions must be reported separately. The list must contain Employer name, Employer number, and pay date. Do not list reductions by department or full social security numbers.

#### **Changes**

Ohio DC will create a Payroll Change Report(s) showing all employees who are newly enrolled or changing the amount of their deferrals/contributions. This report will be available to the Employer at least ten (10) days before the effective pay date on the Ohio Deferred

Compensation secure section of the Ohio Business Gateway website, [business.ohio.gov](http://business.ohio.gov). Separate Payroll Change Reports will be produced for pre-tax deferrals and Roth contributions.

### **Terminating Employees**

For any participants who have terminated employment, the Employer will note on each invoice, file, or listing, the date of termination, last four digits of the social security number, and name of the employee(s).

### **Remittance**

For each pay date, the Employer will forward payment for the gross amount of deferrals/contributions with supporting documentation. The Employer is responsible for the correct and timely remittance of deferrals/contributions. The Employer may use one of the following methods for remittance:

ACH debit: Use the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). (***preferred method***)

ACH credit: The Program will provide banking information to Employers using this method.

Check mailed to:

Ohio Deferred Compensation  
257 East Town Street, Suite 400  
Columbus, Ohio 43215-4623

**The payment amount must be exactly equal to the total amount of deferrals/contributions on the detailed report.**

### **Refunds**

If deferrals/contributions are erroneously made on behalf of a participant and the money must be returned to that participant, the Employer may not use amounts to be refunded to the participant as an offset or credit against the gross amount of deferrals/contributions for the next pay period. The Employer must notify the Program in writing of such errors and the Board will return the money to the Employer. For pre-tax deferrals the Employer must then refund the money to the employee after withholding all appropriate taxes, etc., since the refund will not have been previously included as taxable income to that employee.

### **Annual Limits**

Consistent with IRS regulations, the Employer is responsible for ensuring that any combination of the participant's annual pre-tax deferrals and Roth contributions do not exceed the lesser of (i) the limits allowed by the Internal Revenue Code or (ii) 100% of includible compensation.

Participants age 50 and older or in their three years prior to Normal Retirement Age may be eligible for higher annual limits. The Program will annually provide notice to the Employer regarding such limits. The Program will be careful to enroll the participant for deferral/contributions amounts that will not exceed the IRS's maximum limits. If events occur (requested changes to deferral/contribution amounts are not made timely, a year with 27 bi-weekly pay periods, etc.) whereby those limits could be exceeded, the Program will work with the participant and Employer to adjust deferral/contribution amounts accordingly.

## **Form W-2**

The Employer will be responsible for issuing a correct Form W-2 at year-end, which will identify the gross amount of wages subject to federal and state taxes and the gross amount of wages subject to local taxes. The Employer will list on the participant's Form W-2 the amount of pre-tax deferrals or Roth contributions for the year, as required by the IRS.

## **Program Withdrawals**

The Program will be responsible for overseeing the disbursement of all withdrawals from the Program to the participant or beneficiary(ies) and to discharge on behalf of the Employer all reporting and withholding responsibilities required by Federal and State Regulatory Authorities.

## **Employer Statements**

The Program will provide the Employer with a quarterly statement that will include the total amount received during the quarter and the total value of accounts held on behalf of the employees or beneficiaries.

Note: The Program statements will reflect deferral/contribution activity based on the date received and invested, which may not always coincide or agree with the Employer's records, due to timing of deposits and transfers into and out of individual accounts at the beginning or ending or the statement period.

## **Confidentiality**

The Employer shall maintain the confidentiality of individual participants and related account information.

It is the Program's policy to limit the display of social security numbers. Billing and change reports will only display the last four digits of each participant's social security number, unless you provide the Program with a signed release on your Employer letterhead accepting all responsibility for transmitting this sensitive data. If the Employer generates their own listing, the Employer will be responsible for this confidential information while in transit. It is important that the display of social security numbers is limited to the last four digits.

## **Other Deferred Compensation Plans**

If the Employer offers deferred compensation programs in addition to the Program as permitted under Section 148.06 of the Ohio Revised Code, then the Employer is responsible for assuring that participants do not exceed the maximum annual limits under IRC Section 457(b).

**Execution**

The duly authorized responsible official has executed this document for the Eligible Employer, and the Board (by its representative) has accepted as of the date so noted below.

**[Enter Employer Name]**

---

Eligible Employer

---

Responsible Official (printed name)

---

Responsible Official Signature

---

Title

---

Date**OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD**

---

Accepted for the Program

---

Date**Employer Services for You**

The Board Office is responsible for administration of the Program, which includes maintaining employer and employee account records, investing payroll deferrals/contributions, processing withdrawal requests and generating employer and employee account statements.

Employers with questions or needing assistance should contact the finance department of the Board Office.

**Board Office:**

Ohio Deferred Compensation  
257 East Town Street, Suite 400  
Columbus, Ohio 43215-4623

**Phone:** 614-466-7245

**Phone Hours:** The Board Office staff is available to assist employers Monday-Friday from 7:30 a.m.-4 p.m.

**Fax:** 614-728-2601**Email:** [finance@OhioDC.org](mailto:finance@OhioDC.org).

Failed 3-3  
Failed 7-11-2022

ORDINANCE NO.: 70-2022

SPONSORED BY: MAYOR MATTHEW BURKE

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ECONOMIC DEVELOPMENT / PLANNING SERVICES TO THE CITY OF GARFIELD HEIGHTS FOR 2022, 2023 AND 2024.

WHEREAS, the City Council of the City of Garfield Heights has deemed it in the best interest of the City to enter into an agreement with OHM Advisors to provide Economic Development/Planning services to the City of Garfield Heights for 2022, 2023 and 2024.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

**SECTION 1.** The Mayor be and he is hereby authorized and directed to enter into an agreement with OHM Advisors to provide Economic Development/Planning services to the City of Garfield Heights for 2022, 2023 and 2024 as delineated in Exhibit A attached hereto and made a part hereof as if fully rewritten herein.

**SECTION 2.** The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

**SECTION 3.** Council declares this Ordinance to be an emergency measure necessary for the immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights and shall take effect and be in full force immediately upon its adoption by this Council and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: Failed

APPROVED: Matthew Burke  
MAYOR

PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

EFFECTIVE DATE: \_\_\_\_\_

June 30, 2022

Mayor Matthew Burke  
City of Garfield Heights  
5407 Turney Road  
Garfield Heights, OH 44125

**Re: Economic Development / Planning Services  
Proposal #22215**

Dear Mayor Burke:

The following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

**Proposal Outline**

Proposal Outline.....	1
Identification .....	1
Scope of Services .....	2
Project Area.....	2
Assumptions.....	2
Contract Term.....	3
Termination Clause.....	4
Terms and Conditions .....	4
Authorization .....	4

**Identification**

The parties of the Agreement shall be referred to within this document as follows:

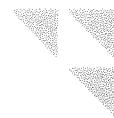
- “Municipality” shall refer to the City of Garfield Heights, Cuyahoga County, Ohio
- “OHM” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

**OHM Advisors’**

6001 EUCLID AVENUE, SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335  
F 330.319.8691

[OHM-Advisors.com](http://OHM-Advisors.com)



## Scope of Services

OHM is pleased to enter into a contract to assist the City of Garfield Heights with Economic Development (ED) and Planning Services. The purpose of the Economic Development Consultation Service is to identify the community's economic potential to attract and retain high quality businesses and development in the City. This service is intended to serve in helping guide policymakers, community's stakeholders, local businesses, and future investors. It will outline actionable goals and tactics that help to strengthen the economic vitality of Garfield Hts. By doing this, the strategy will help to align projects, programs, and policies to ensure the City's economic priorities are being addressed, and that these actions will not take place in a piecemeal fashion. This will help ensure the City's resources are used efficiently to plan for new growth and that future plans for development are targeted to areas in the community with the greatest economic potential.

## Project Area

The project study area is the city limits of Garfield Heights with a focus on commercial corridors throughout the City.

## Assumptions

The following assumptions have been made in preparing the approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The OHM Team will be led by John Lippus (Economic Development Strategist). Dave Krock will serve as the principal in charge for OHM Advisors.
2. OHM anticipates working closely with city staff and leadership, as well as community stakeholders to complete the scope of work.
3. OHM proposes to setup an Economic Development Task Force made up of city staff, leadership, and local stakeholders to guide a new ED strategy and decision-making process.

## Task #1 Standard Economic Development Services:

- The following services are included in the fee shown:
  - Help identify and create new economic development projects to further the community's mission and to provide new opportunities for its citizens
  - Coordinate with staff and help prepare effective strategies to develop local economy in coordination with key stakeholders and provide consultation on economic development issues.
  - Help identify and utilize creative funding opportunities in the private and public sectors to advance business and community projects. (upon request for City leadership establish relationship with municipal finance consulting firm)
  - Help staff to develop/maintain programs related to residential and commercial vacant properties
  - Assist city administration, and public officials to promote economic development activities
  - Assist with ED webpage redevelopment and maintaining updates
  - Attend city council and planning commission meetings (as needed)
  - Respond to Economic Development RFQ's and RFP's – assist in the preparation of formal community presentations

**OHM Advisors'**

6001 EUCLID AVENUE, SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335  
F 330.319.8691

OHM-Advisors.com



## **Task #2 Project Specific Economic Development Services**

- In the event that economic development activities arise on projects or opportunities that exceed the monthly hours of the Standard Economic Development Services, the following shall occur:
  - OHM shall develop an outline of the scope of services, timeframe, and approximate fee budget
  - The City shall review and approve these project specific services, prior to OHM commencing work.

## **Compensation**

The proposed scope of work based on 4 hours a week as outlined on a monthly and annual basis. The fee proposal above shall be completed on a fixed fee basis.

<b><i>Task</i></b>	<b><i>Description</i></b>	<b><i>2022</i></b>	<b><i>2023</i></b>	<b><i>2024</i></b>
<b><i>Task #1</i></b>	<b><i>Standard Economic Development Services</i></b>	<b><i>\$3,200/month \$16,000/year (Aug -Dec)</i></b>	<b><i>\$ 3,400/month \$40,800/year</i></b>	<b><i>\$ 3,600/month \$43,200/year</i></b>
<b><i>Task #2</i></b>	<b><i>Project Specific Economic Development Services</i></b>		<b><i>Specific Contract for each Project (Separate Approval Required)</i></b>	

**OHM Advisors'**

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OHM-Advisors.com



## Contract Term

Contract Term shall commence on August 1, 2022 and terminate on December 31, 2024.

## Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or OHM), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. The timeframe shown in this Termination Clause shall take precedent and override the timeframe shown in the Terms and Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

## Terms and Conditions

The Terms and Conditions contained in the Annual Engineering contract per ordinance #50-2019 shall also apply to this contract.

## Authorization

### OHM Advisors



David G. Krock, PE  
Vice President

### City of Garfield Heights, Ohio

---

Name Date

Approved as to form:

---

Name Date

### OHM Advisors'

6001 EUCLID AVENUE, SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335  
F 330.319.8691

OHM-Advisors.com

Ordinance 70-2022

**FISCAL OFFICER'S CERTIFICATION**

Date: *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*#101- General Fund - 1023 - Economic Development  
\$16,000/yr - 2022 \*40,800/yr. in 2023, \*43,210/yr. in 2024*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

*Fathma Bura*  
Fiscal Officer/Finance Director

ORDINANCE NO.: 71-2022

SPONSORED BY: MAYOR MATTHEW A. BURKE

P. 6-0  
est. 8-10-2022  
adopted 7-11-2022

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GARFIELD HEIGHTS AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA).

WHEREAS, Pursuant to concluded negotiations between the City of Garfield Heights and the Ohio Patrolmen's Benevolent Association (OPBA) an agreement for the term of January 1, 2018 to December 31, 2020 was approved under Garfield Heights Ordinance 51-2018, and

WHEREAS, the City and the OPBA entered into negotiations this year and have agreed to all terms, and

WHEREAS, it is the intention of all parties to have the new agreement extend from January 1, 2022 through December 31, 2024.

NOW THEREFORE, be it ordained by this Council of the City of Garfield Heights, Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to enter into a Memorandum of Understanding (attached hereto as Exhibit A and incorporated as if fully written within) amending the current Collective Bargaining Agreement between the City of Garfield Heights and Ohio Patrolmen's Benevolent Association (OPBA).

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 7-11-2022

APPROVED: Matthew Burke  
MAYOR

Thomas J. Vayh  
PRESIDENT OF COUNCIL

ATTEST: Lottie Ouelley  
CLERK OF COUNCIL

EFFECTIVE DATE: 8-10-2022

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF GARFIELD HEIGHTS AND THE OHIO PATROLMEN'S**  
**BENEVOLENT ASSOCIATION, (PATROLMEN)**

**Whereas**, the Ohio Patrolman's Benevolent Association ("OPBA") is recognized by the State Employment Relations Board as the exclusive collective bargaining representative for all full-time rank of Patrolmen for the City of Garfield Heights; and,

**Whereas**, the OPBA has an existing Collective Bargaining Agreement ("master CBA") and attached Memorandums of Understanding and Side Letters with the City of Garfield Heights; and,

**Whereas**, the Parties have agreed to a successor Collective Bargaining Agreement for the period from January 1, 2022 through December 31, 2024.

**Therefore**, the Parties agree as follows:

1. All the terms and conditions in the Collective Bargaining Agreement (attached hereto) and any Memorandum of Understanding, Side Letters, amendments or attachments expiring on December 31, 2020 shall be in full force and effect from January 1, 2022 through December 31, 2024.
2. The Parties agree to the following amendments.
3. This MOU contains the entire understanding among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

## **ARTICLE 4** **DUES DEDUCTION**

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the OPBA on the effective date of the Agreement and all other employees in the bargaining unit who become members of the OPBA at any time in the future shall, for the term of this Agreement, continue to be members of the OPBA, and the City will honor dues deductions, as provided in this Article.

**Section 2.** During the term of this Agreement, the Employer shall deduct regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The OPBA shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

**Section 3.** The dues so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

**Section 4.** The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

**Section 5.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the OPBA within thirty (30) days from the date of making such deductions.

**Section 6.** Employees who are members of the OPBA may revoke their membership at any time by sending written notice to the OPBA of their desire to drop their OPBA membership. Revocation of the OPBA membership does not revoke the OPBA dues authorization which may only be revoked as set forth below.

**Section 7.** Any voluntary dues deduction authorization shall be irrevocable, regardless of whether an employee has revoked the OPBA membership, for a period of one year from the date of the execution of the dues deduction authorization and for year to year thereafter, unless the employee gives the employer and the OPBA written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee dues deduction authorizations are available from the OPBA upon request.

**Section 8.** The Employer shall provide the OPBA with a monthly list of employees that enter or exit the bargaining unit.

**Section 9.** The OPBA agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE 5**

### **AGENCY SHOP**

**Section 1.** ~~All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the OPBA; (2) become members of the OPBA; or (3) pay a service fee to the OPBA in an amount not to exceed the regular monthly OPBA dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.~~

~~In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.~~

**Section 2.** The OPBA agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the OPBA shall indemnify the Employer from any such liabilities or damages that may arise.

## **ARTICLE 20** **OVERTIME, CALL-IN PAY AND COURT TIME**

**Section 1.** All employees, for work performed in excess of the regular eight (8) hours per shift when approved by the Chief, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time may be cashed in once per year during the first full pay period in December. No less than twenty (20) nor more than one hundred (100) hours shall be cashed in per calendar year. Compensatory time cashed in shall be taken first from the bank in the year that it was earned.

**Section 2.** Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four (4) straight-time hours. An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

**Section 3.** Employees assigned as “Field Training Officers” shall be paid an additional .20 hours per hour of training completed, to be paid at the end of the training cycle. Compensation may be at the employee’s regular hourly rate, or taken as compensatory time off. (This specific section shall be effective from the signed date of the agreement, not retroactive to January 1, 2022).

## **ARTICLE 21** **HOLIDAYS**

**Section 1.** All employees shall receive 112 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
Juneteenth Day	Employee's Birthday (1 day)

## **ARTICLE 22** **VACATION**

**Section 4. Vacation Buy-Back.** The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for two (2) days of unused vacation for each full week earned. Requests for such payments must be made in writing to the Chief of Police by not later than December 1. For employees assigned to twelve (12) hour shifts, two (2) days shall equal 24 hours.

## **ARTICLE 24** **PERSONAL LEAVE**

**Section 1.** All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned. For the year 2022, all employees shall be granted one (1) additional personal day.

**Section 2.** Personal days shall only be taken with the advance approval of the Chief.

## **ARTICLE \*TO BE DETERMINED\***

### **PHYSICAL FITNESS BONUS**

**Section 1.** Employees may choose to perform a physical fitness exam that will be conducted each calendar year during the month of September. Said examination will be conducted by the Chief of Police, or his designee. A record of said examination shall be kept by the Police Chief, or his designee, in their regular course of business.

**Section 2.** Said physical fitness examination will be conducted in accordance with the current Ohio Peace Officer Training Commission standards with respect to the age and gender of the testing employee. The current standards are attached hereto as Exhibit A and included as if fully written within.

**Section 3.** All employees who successfully meet the minimum standards contained within the Ohio Peace Officer Training Commission shall receive an additional day-off. A “day-off” shall be read to mean the number of hours that particular employee is scheduled to work on a standard shift for their position. For example, patrol employees would receive twelve hours off while detectives / administrative employees would receive eight hours off. The additional day-off awarded to employees who meet the fitness requirements must be used within one (1) year of

passing the physical fitness examination, and is subject to Chief approval in accordance with department procedure.

**ARTICLE \*TO BE DETERMINED\***  
**EDUCATION INCENTIVE BONUS**

**Section 1.** Employees shall receive an annual education incentive bonus for the completion of post-secondary educational programs. Employees shall receive the following:

Associate's Degree:	\$200 annually
Bachelor's Degree:	\$250 annually
Master's Degree:	\$300 annually

Employees are to receive the highest bonus available to them, but in no circumstances shall an employee receive multiple education incentive bonuses in one year. For example, an employee who has obtained all three degrees shall receive an annual bonus of \$300, not the accumulation of all three.

**Section 2.** The annual bonus shall be included in the first pay of September each calendar year. Evidence of the completion of the aforementioned programs shall be submitted to the Chief of Police no later than July 1 for the purpose of receiving the bonus that year. Once an employee has submitted satisfactory documentation as to the completion of a post-secondary educational program, the Chief of Police shall retain said documentation and the employee will not be required to submit documentation annually to receive the bonus.

## **ARTICLE 41**

### **EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**FOR THE OPBA:**

**(PATROLMEN)**

**FOR THE EMPLOYER:**

**CITY OF GARFIELD HEIGHTS**

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

*Ordinance - 71-2022*

**FISCAL OFFICER'S CERTIFICATION**

**Date:** *July 7, 2022*

It is hereby certified that the amount, or estimated amount, identified as follows:

*#203-average pay fund - \$30,000 per year  
approximately*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

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*Barbara Ybarra*  
Fiscal Officer/Finance Director