

PLEASE NOTE, DUE TO THE CURRENT COVID-19 OUTBREAK, THE  
COUNCIL MEETING WILL BE HELD AS FOLLOWS:

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/89315474985>

Meeting ID: 893 1547 4985

DIAL TO ATTEND

+1 301 715 8592

+1 312 626 6799

Meeting ID: 893 1547 4985

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COUNCIL OF THE CITY OF GARFIELD HEIGHTS  
COUNCIL CAUCUS @ 6:30 P.M.  
REGULAR MEETING @ 7:00 P.M.  
MONDAY, JANUARY 25, 2021

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. READING & DISPOSAL OF MINUTES
4. WRITTEN COMMUNICATIONS TO COUNCIL
5. COMMITTEE REPORTS
6. REPORTS OF MAYOR AND DIRECTORS
7. COMMUNICATIONS FROM CITIZENS ON AGENDA
8. ORDINANCES AND RESOLUTIONS
9. COMMENTS BY CITIZENS
10. MISCELLANEOUS BUSINESS
11. ADJOURNMENT

**ORDINANCE NO. 05-2021**

FINAL LEGISLATION BETWEEN THE MAYOR OF THE CITY OF GARFIELD HEIGHTS AND ODOT TO RESURFACE BROADWAY AVENUE (SR-14) FROM THE WESTERN CORPORATION LIMIT TO THE EASTERN CORPORATION LIMIT INCLUDING SIDEWALK AND CURB REPAIR, CURB RAMP UPGRADES, AND PAVEMENT MARKINGS

**ORDINANCE NO. 06-2021**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH OHIO PLAN MANAGEMENT RESOURCES, INC. FOR THE PURPOSE OF SUPPLYING DIVERSITY TRAINING FOR ALL GARFIELD HEIGHTS CITY EMPLOYEES

**ORDINANCE NO. 07-2021**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF THE MUNICIPAL COURT TO ENTER INTO AN AGREEMENT WITH N2NET TO UPGRADE THE MUNICIPAL COURT'S INTERNET SERVICE

**ORDINANCE NO. 08-2021**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AMENDED AGREEMENT WITH N2NET TO INCREASE THE INTERNET SERVICE PROVIDED TO THE CITY

**ORDINANCE NO. 09-2021**

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH TELETRONICS, INC. FOR THE PURPOSE OF PROVIDING WIDE AREA NETWORK (WAN) SUPPORT

**ORDINANCE NO. 10-2021**

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH PHOENIX SAFETY OUTFITTERS FOR THE PURCHASE OF (8) EIGHT SETS OF FIRE GEAR FOR A TOTAL COST NOT TO EXCEED \$28,500.00

**ORDINANCE NO. 11-2021**

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH PITNEY BOWES, PURSUANT TO THE ATTACHED, SOURCEWELL (FORMALLY KNOWN AS NJPA) STATE AND LOCAL FAIR MARKET VALUE LEASE AGREEMENT, FOR THE LEASE / REPLACEMENT OF THE MAILING MACHINE LOCATED IN THE CITY'S FINANCE DEPARTMENT, AT A TOTAL COST OF SIXTEEN THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS AND SIXTY CENTS (\$16,947.60).

**ORDINANCE NO. 12-2021**

AN ORDINANCE REPEALING ORDINANCE NO. 40-2009 AND REINSTATING THE POSITION OF EXECUTIVE FIRE CAPTAIN / FIRE CAPTAIN IN CHARGE OF TRAINING

**ORDINANCE NO. 13-2021**

AN ORDINANCE CREATING AND ESTABLISHING THE POSITION OF RECREATION-LEAD IN THE PARKS & RECREATION DEPARTMENT

**RESOLUTION NO. 03-2021**

AN EMERGENCY RESOLUTION RATIFYING THE APPOINTMENT BY THE MAYOR OF MARK SIKON TO ACT AS THE SERVICE DIRECTOR FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE PERIOD COMMENCING JANUARY 25, 2021, TO SERVE AT THE PLEASURE OF THE MAYOR.

**RESOLUTION NO. 04-2021**

AN EMERGENCY RESOLUTION RATIFYING THE APPOINTMENT BY THE MAYOR OF PAUL BIRK TO ACT AS THE PARKS & RECREATION DIRECTOR FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE PERIOD COMMENCING JANUARY 25, 2021, TO SERVE AT THE PLEASURE OF THE MAYOR.

**RESOLUTION NO. 05-2021**

AN EMERGENCY RESOLUTION DIRECTING THE COMMUNITY / PUBLIC RELATIONS / GRANT COORDINATOR OF THE CITY OF GARFIELD HEIGHTS TO APPLY FOR THE 2021 COMMUNITY RECYCLING AWARENESS GRANT

**RESOLUTION NO. 06-2021**

A RESOLUTION BY COUNCIL, ON BEHALF OF THE RESIDENTS OF THE CITY OF GARFIELD HEIGHTS, HONORING MAYOR VIC COLLOVA FOR HIS OUTSTANDING SERVICE TO THE CITY AND LIFETIME ACCOMPLISHMENTS

GARFIELD HEIGHTS CITY COUNCIL  
PRESIDENT OF COUNCIL: MATTHEW BURKE  
WARD 1: COUNCILMAN MICHAEL DUDLEY, SR.  
WARD 2: COUNCILMAN CHARLES DONAHUE  
WARD 3: COUNCILMAN MICHAEL NENADOVICH  
WARD 4: COUNCILWOMAN SHAYLA L. DAVIS  
WARD 5: COUNCILMAN JASON BLAKE  
WARD 6: COUNCILMAN MATTHEW BURKE  
WARD 7: COUNCILMAN THOMAS VAUGHN  
CLERK OF COUNCIL: BARBARA MOLIN

NEXT REGULAR COUNCIL MEETING MONDAY, FEBRUARY 8, 2021

SPONSORED BY:

MAYOR VIC COLLOVA

CO-SPONSORED BY:

COUNCILMEN MATT BURKE AND MICHAEL NENADOVICH

(Resolution/Ordinance No. 75-2020)

PID No. 89259

**FINAL RESOLUTION**

The following Final Resolution enacted by the City of Garfield Heights, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **13th day of October, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of resurfacing Broadway Avenue (S.R. 14) between the western Garfield Heights corporation limit and the eastern Garfield Heights corporation limit, including sidewalk and curb repair, curb ramp upgrades, and pavement markings, lying within the City of Garfield Heights; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Five Hundred Thousand One Hundred Eighty-Four and - - - - 00/100 Dollars, (\$500,184.00) LESS OPWC in the amount of Four Hundred Sixty-Six Thousand Six Hundred Sixty-Eight and - - - - 00/100 Dollars, (\$466,668.00) leaving a balance of Thirty-Three Thousand Five Hundred Sixteen and - - - - 00/100 Dollars, (\$33,516.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Five Hundred Thousand One Hundred Eighty-Four and - - - - 00/100 Dollars, (\$500,184.00) LESS OPWC in the amount of Four Hundred Sixty-Six Thousand Six Hundred Sixty-Eight and - - - - 00/100 Dollars, (\$466,668.00) leaving a balance of Thirty-Three Thousand Five Hundred Sixteen and - - - - 00/100 Dollars, (\$33,516.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume \_\_\_\_\_, at Page \_\_\_\_\_, and under date of \_\_\_\_\_, 20\_\_\_\_\_.

Legislative Authority of the  
City of Garfield Heights, Ohio

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Clerk (Secretary Ex-Officio)

SEAL  
(If Applicable)

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Garfield Heights, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**         **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of resurfacing Broadway Avenue (S.R. 14) between the western Garfield Heights corporation limit and the eastern Garfield Heights corporation limit, including sidewalk and curb repair, curb ramp upgrades, and pavement markings, lying within the City of Garfield Heights.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Five Hundred Thousand One Hundred Eighty-Four and - - - - 00/100 Dollars, (\$500,184.00) LESS OPWC in the amount of Four Hundred Sixty-Six Thousand Six Hundred Sixty-Eight and - - - - 00/100 Dollars, (\$466,668.00) leaving a balance of Thirty-Three Thousand Five Hundred Sixteen and - - - - 00/100 Dollars, (\$33,516.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;



- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**City of Garfield Heights  
5407 Turney Road  
Garfield Heights, Ohio  
44125**

**Ohio Department of Transportation  
Office of Estimating  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223**

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
City of Garfield Heights**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Stephen H. Johnson  
Unit Coordinator, Transportation  
Executive Agencies Section

**OHIO DEPARTMENT OF TRANSPORTATION  
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Helene Ware  
Senior Financial Analyst  
Ohio Department of Transportation  
Office of Estimating - #4110  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

PID No. **89259**  
 Invoice No. **11304**

To: **City of Garfield Heights**  
**5407 Turney Road**  
**Garfield Heights, Ohio**  
**44125**

**Federal Project No. E161596**  
**Cuyahoga County**  
**City of Garfield Heights**  
**S.R. 14**

PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		<b>\$33,516.00</b>
Contract amount . . . . .	\$ 0.00	
ODOT Engineering amount. . . . .	\$ 33,516.00	
*****		
Contract Total. . . . .	\$500,184.00	
Less OPWC. . . . .	\$466,668.00	

For the improvement of that portion of **S.R. 14**, more particularly described as follows:

**The project consists of resurfacing Broadway Avenue (S.R. 14) between the western Garfield Heights corporation limit and the eastern Garfield Heights corporation limit, including sidewalk and curb repair, curb ramp upgrades, and pavement markings, lying within the City of Garfield Heights.**

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**Total Amount Due \$33,516.00**

Ohio Department of Transportation  
 By: E-SIGNED by Joseph Anthony  
on:2021-01-12 12:50:31 GMT  
**Construction Cost Manager**  
**Office of Estimating**

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$33,516.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 14**, lying within the corporate limits of the City of Garfield Heights, more particularly described as follows:

**The project consists of resurfacing Broadway Avenue (S.R. 14) between the western Garfield Heights corporation limit and the eastern Garfield Heights corporation limit, including sidewalk and curb repair, curb ramp upgrades, and pavement markings, lying within the City of Garfield Heights; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Garfield Heights, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume \_\_\_\_\_, at Page \_\_\_\_\_,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the City of  
**Garfield Heights, Ohio**

ORDINANCE NO.: 06-2021

SPONSORED BY: MAYOR VIC COLLOVA  
CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH OHIO PLAN MANAGEMENT RESOURCES, INC. FOR THE PURPOSE OF SUPPLYING DIVERSITY TRAINING FOR ALL GARFIELD HEIGHTS CITY EMPLOYEES

*WHEREAS*, The of Garfield Heights would like all of their employees to receive and participate in diversity training, and

*WHEREAS*, the Ohio Plan Management Resources, Inc., the City’s insurance provider, has developed a training session and a rollout program to provide all employees with a unique user license to allow each employee to log into and complete the requisite training session, and

*WHEREAS*, the cost of the program to the City will be \$10.00 per employee, for an estimated total cost of approximately \$1500.00.

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

SECTION 1. The Mayor, or his designee, is hereby authorized to enter into an agreement with Ohio Plan Management Resources, Inc. (quote attached hereto as “Exhibit A” and incorporated as if fully written within) for the above-stated purposes.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City, for the purpose set forth in SECTION 1.

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

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

## **Request for Professional Services Proposal Agreement**

### **Description:**

The City of Garfield Heights CGH has requested the Ohio Plan Management Resources (OPMR) provide the City with on-line, on-demand diversity training session that City employees can complete on their own schedule.

**Requested by:** Tim Riley, City Law Director and Jeannie Sowers, City Human Resource Manager

### **City of Garfield Heights LMS On-Demand Training Session – Embracing Diversity in the Workplace**

### **Proposed Scope of Services:**

#### **Overall**

- OPMR shall provide an on-line, on-demand training session, titled, “Embracing Diversity in the Workplace” via a Learning Management System (LMS) that allows CGH employees and officials (learners) to access and complete the training at a time and date convenient to their schedule.
- OPMR shall provide 150 user licenses and access credentials to the 150 learners (users) that the CGH identifies to OPMR as those they desire to complete the training. Each license agreement provided, cost \$10, and additional licenses may be requested by the CGH, if needed during 2021. Each learner (users) shall have 120 days after receiving their user license and access credentials from OPMR, to complete the training. Each learner shall have the ability to print a training certificate demonstrating they have successfully completed the training session.
- CGH shall provide the first and last name, email address, and job title of all individuals that the CGH wishes to complete the training by completing and submitting the attached Excel spread sheet via email to OPMR.
- OPMR shall email bi-weekly Progress Reports to CGH detailing each learner’s (user) (as identified by CGH) completion status until the expiration of the 120-day access period.

### **Goals and Objectives for the Training Sessions:**

- During the training, employees learn what diversity means, what it looks like in our work environment and how they should conduct themselves to be equitable and inclusive.

- To explore the concepts of stereotypes, tribalism, and implicit bias in order to increase awareness of each other and the law and avoid committing social and professional faux pas related to diversity in the workplace.
- To assure comprehension of the reviewed and covered materials through the uses of a quiz (incorporated within the training) that is required at the end of the session to complete the training.

**Ohio Plan Management Resource Inc. Professional Services Team**

- Michael Hinnenkamp, Ohio Plan Inc., Executive Director; ICMA-CM
- Cally Gagnon, Ohio Plan Inc., Executive Assistant and Research Assistant

**Time Frame and Fee for Services:**

- OPMR will send User licenses and access credentials to learners within 7 days of the signed return of this Proposal Agreement, the Excel spreadsheet listed all needed learner information and below payment amount.

**Total fee for services provided: \$1500.00 (includes user licenses for 150 employees to access the training session)**

**Acceptance of Proposal for Services:**

As the duly authorized representative of City of Garfield Heights, I hereby accept this Proposal for Services and authorize the Ohio Plan Management Resources, Inc. to perform the services outlined herein and agree to pay the fee established herein for those services.

---

Vic Collova, Mayor  
City of Garfield Heights





c/o Hylant Administrative Services  
P.O. Box 2083  
Toledo, Ohio 43603-2083  
Phone 419.724.1937 Fax 419.259.6099

Date: January 13, 2021

Bill To:  
Ms. Barbara Biro, Finance Director  
City of Garfield Heights  
5407 Turney Road  
Garfield Heights, Ohio 44125

DESCRIPTION		Amount
150 User Licenses and set-up fee for on-line, on-demand employee training session – Embracing Diversity in the Workplace		\$1750.00
	<b>Total</b>	\$1750.00
	<b>OPMR Member Discount</b>	-\$250.00
	<b>Total Current Invoice</b>	<b>\$1500.00</b>

Please remit payment upon receipt of the invoice.

Make Checks Payable to: **Ohio Plan Management Resources**

Return Payment to: c/o Hylant Administrative Services  
P.O. Box 2083  
Toledo, Ohio 43603-2083

If you have any questions concerning this invoice, contact:

**Cally Gagnon**  
Executive Assistant  
Telephone: 513.906.6706  
cally.gagnon@ohioplan.com

Thank you!

ORDINANCE NO.: 07-2021

SPONSORED BY: MAYOR VIC COLLOVA  
CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF THE MUNICIPAL COURT TO ENTER INTO AN AGREEMENT WITH N2NET TO UPGRADE THE MUNICIPAL COURT'S INTERNET SERVICE

Whereas, The Garfield Heights Municipal Court has had internet access service since 2001 which has been provided through Imagine Net, Inc. currently known as N2NET, and

Whereas, due to the change in the Municipal Court's day to day operations the Court's internet demand has increased to a point where 20Mb is no longer large enough for the Municipal Court to function efficiently, and

Whereas, the Municipal Court and N2NET would like to enter into an agreement that will increase the Court's internet service to 100Mb at a cost of \$899.00 per month for a period of thirty-nine (39) months.

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

SECTION 1. The Clerk of the Garfield Heights Municipal Court is hereby authorized and directed to enter into an amended agreement with N2NET in order to increase the Municipal Court's internet service from 20Mb to 100Mb.

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: \_\_\_\_\_

APPROVED: \_\_\_\_\_

MAYOR

\_\_\_\_\_

PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

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

ORDINANCE NO.: 08-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AMENDED AGREEMENT WITH N2NET TO INCREASE THE INTERNET SERVICE PROVIDED TO THE CITY

Whereas, In Ordinance 65-2017, City Council authorized and directed the Mayor to enter into a five (5) year agreement with N2NET for the purposes of providing the City with its current internet access, and

Whereas, under that agreement, the City was set to receive 50Mb internet service, and

Whereas, since the City entered into the agreement, the City's internet demand has increased to a point where 50Mb is no longer large enough for the City to function efficiently, and

Whereas, the City and N2NET would like to enter into an amended agreement that will increase the City's internet service to 100Mb at a cost increase of \$146.00 per month for a period of thirty-six (36) months.

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

SECTION 1. The Mayor, or his designee, is hereby authorized and directed to enter into an amended agreement with N2NET in order to increase the City's internet service from 50Mb to 100Mb.

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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

ORDINANCE NO.: 09-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE, COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH TELETRONICS, INC. FOR THE PURPOSE OF PROVIDING WIDE AREA NETWORK (WAN) SUPPORT

*WHEREAS*, in Ordinance 66-2018, City Council authorized the the City of Garfield Heights to enter into a contract with Teletronics, Inc to serve as technical support for the City’s Wide Area Network (WAN) for a period of 24 months, and

*WHEREAS*, in 2020 the City exercised the one-year extension on the Teletronics Contract until January 28, 2020 to serve as technical support for the City’s Wide Area Network (WAN), and

*WHEREAS*, the phone system, servers and computers used by the City are connected through fiber optics, creating a WAN, which the City uses to perform day-to-day operations, and

*WHEREAS*, as the City’s reliance on computer technology increases, the task of monitoring, maintaining and repairing the network increases as well, and

*WHEREAS*, the Mayor believes that it is in the City’s best interest to enter into a Data Network Managed Services contract with Teletronics, Inc. to provide 24/7/365 technical support to the City for a period of 24 months, and

*WHEREAS*, the cost to the City is estimated to be \$2,008.00 per month.

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

SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement (attached hereto as Exhibit A and included as if fully written within) with Teletronics, Inc. for the purpose of WAN technical support.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_

MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

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



**TTX - DATA NETWORK MANAGED SERVICES PROPOSAL  
AND RENEWAL**



**The City of Garfield Heights, Ohio 44125**

**5407 Turney Road**

**Garfield Heights, Ohio 44125**

**1/28/2021 thru 1/27/2023**

**Presented By**

**Mike Camloh  
Account Manager  
Teletronics, Inc.  
22600 Ascoa Court Strongsville, Ohio 44146  
216-739-2872  
mikecamloh@teletronics-inc.com**



## Executive Brief

In July of 2018, was contracted to monitor, support, update and remediate all Ethernet switches and firewalls for all building in the City of Garfield Heights, other than the municipal court. This service would provide support to the Wide Area Network (WAN) devices that connect the buildings together and allows users to gain access to the public Internet. Prior to this agreement Bruce Hobson was your sole support who really specializes in work on the Local Area Network (LAN) which is all of your computers and applications. TTx would act as the primary source of management on the WAN. The benefit of this proposal is that TTx has become familiar with your entire network and can be a potential backup support source of the LAN if Bruce is unavailable for those services. In reviewing and supporting your network over the past 20 months, it has become very clear that your PC's, switches and firewalls are up to date and supported, but the servers have fallen behind on updates, patches and current operating systems. Therefore this 2020 renewal agreement will incorporate the managed services of the servers in addition to the Ethernet switches and firewalls we already maintain as one monthly payment.

The City of Garfield Heights has multiple buildings that are connected by fiber optic cable. That fiber connects to ethernet switches in their respective building that create a Wide Are Network that is used for all of your computers and phones to talk to each other. There are also firewalls that connect to these switches allowing your computers to access the Internet. TTx is proposing a managed service where we will maintain, monitor, and remediate network issues at all sites. This proposal manages the data network and its components as a service. Any software or hardware involved is not covered by any warranty or support contract under this MSP agreement. We can work with your third party vendors to remediate issues on these components. TTx provides a team of I.T. engineers that collaborate that associated skill sets to provide our customer a complete resource for IT support. Our nmanaged services team works hand in hand with our Shoretel phone system engineers to sustain a cohesive support team in conjunction with Bruce Hobson as your on premise PC and application specialist. You have essentially hired a team of engineers that show up everyday to support your network for \$24,000 per year, which is a very inexpensive employee.

What is proposed is our Tier 3, Full Spectrum, Managed Services Program. We are confident this approach will proactively address current and projected requirements.

- **24/7/365 support is provided across the entire Enterprise**
  - **All devices constantly monitored and managed to reduce or eliminate downtime which enhances the user experience as well as productivity.**
  - **“Live Help Desk” is provided during normal working hours for immediate response to issues impacting operations**
  - **Onsite engineering support is available to provide an enhanced capability for problem resolution.**
  - **Unlimited remote support and remediation**
  - **Level I, II & III Engineering expertise always available**
- **Budget is all inclusive with minimal exceptions**
  - **Any exceptions are clearly defined and easily managed**
- **All work performed is thoroughly documented**
  - **Every minute, every step of remediation performed and results are available at any time for review**
  - **Reporting on every managed device is always available.**



- Performance metrics are extensive and provide for a clear analysis of value received
- All process and procedure governed by ITIL (International Best Practices) for service delivery
- Virtual CIO function is provided within the fixed budget
  - Strategies for technical improvements
  - Assistance with management policies for security

### Summary

Attached is both contractual and detail of services proposed as well as exhibits of actual work product. We believe this structure will provide an end to end solution for The The City of Garfield Heights and Oretechnology requirements going forward and deliver significant value to the organization. We are looking forward to extending our partnership with "The City of Garfield Heights".

### MSP Contract

#### 1. Term of Agreement

This Agreement between The City of Garfield Heights and Ore, herein referred to as Client, and TTx, Inc., hereinafter referred to as Service Provider, is effective upon the date signed, and shall remain in force for a period of **24 months**. The Service Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty days' prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by either Party upon ninety (90) days' written notice if the other Party:
  - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days' of receipt of such written notice.
  - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days' of receipt of such written notice.
  - c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

#### 2. Fees and Payment Schedule

Managed Services.... Fees as per Appendix A, B, C Attached

Fees will be \$2,008.00 per month for 24 months (Subject to the User & Device counts itemized in Appendix A, B, C), invoiced to Client on a Monthly basis in advance of service, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix A, B, C for services covered by the monthly fee under the terms of this Agreement.

*It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.*



**3. Taxes**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

**4. Coverage**

Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix A, B, C. Hardware costs of any kind are not covered under the terms of this Agreement.

***Project work – Block of time***

**TTx will include an annual 16 hour Block of time for managed services project work. Project work is deemed as TTx professional services to engage TTx provided hardware and software solutions. The customer can choose when to engage the 16 hour block.**

***Support and Escalation***

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix C (SLA provisions), and with best effort after hours or on holidays. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix B.

***Service outside Normal Working Hours***

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

***Limitation of Liability***

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

**5. Additional Maintenance Services**

***Hardware/System Support***

Service Provider shall provide support of all hardware and systems specified in Appendix A, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

**6. Suitability of Existing Environment**

***Suggested Minimum Standards for Services***





In order for Client's existing environment to qualify for Service Provider's Managed Services program, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2000 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Costs which may be required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

#### **7. Excluded Services**

All services will be provided on a time and materials basis as described in Appendix B. Service rendered under this Agreement does not include:

- 1) Parts, equipment or software not covered by vendor/manufacture warranty or support.
- 2) The cost of any parts, equipment, or shipping charges of any kind.
- 3) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 4) The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 5) The cost to bring Client's environment up to minimum standards required for Services.
- 6) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 7) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- 8) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix A, B, C & B.
- 9) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A, B, C & B.
- 10) Training Services of any kind.

#### **8. On-Boarding Process**

On Boarding Process is provided upon contract execution



## TTX Managed Services \*

Device Type	QTY	Description	Coverage
<i>Per Device - Per Month</i>			
<b>Servers</b> (per proposed Inventory at HQ)	7	File, Application, Domain Controllers, SQL, etc. Includes 2 Physical hosts Servers, 5 virtual servers	Included Add devices at \$169.00 ea.
<b>Network Devices</b> (per Current Inventory)	15	Routers, Firewalls, Managed Data Switches,	Included Added devices at \$55.00 ea.
<b>Network Printers</b> (per Current Inventory)	0	Operational Status, Restart, 3 <sup>rd</sup> Party facilitation	Included
<b>Desktop/ Laptop/Mobile Devices</b> (per Current Inventory)	0	Windows, Linux, MAC OS and Standard Applications Suites	Included Added devices at \$30.00 ea.
<b>Managed Services Suite</b>			
<b>Managed Security</b>		Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention, WAN ISP Failover, 3 Levels of Defense	Monitoring, Alerting, Management & Remediation
<b>Asset &amp; Patch Management</b>		Physical Device Management, Application & Hardware Change Notification, License Compliance, Service Pack & Microsoft Patch Management	Included
<b>Routing/Switching - Carrier Provided &amp; Internal Configuration</b>		Monitoring, Alerting, Management (If Allowable by Carrier via Portal Access) and Remediation	Monitoring, Alerting, Management & Remediation
<b>3rd Party Vendor Facilitation</b>		Authorized user on clients accounts to facilitate remediation with Carrier Services, Applications, Hardware, E-Business, etc.	Included
<b>Connectivity WAN/LAN</b>		Operational Status, Utilization, 3 <sup>rd</sup> party facilitation for remediation	Monitoring, Alerting, Management & Remediation
<b>Support &amp; Live Help Desk Coverage</b>			
<b>24 x 7 x 365 Support Desk</b>		Access via ticketing system, email or VM (Ticketing, Tracking and SLA Support ONLY)	Included
<b>8 x 5 x 5 Live Help Desk</b>		Access to Live Support (Ticketing, Tracking and Remediation)	Included
<b>On Premise Support/Project Hours</b>		As Required per Rate Schedule, Appendix B	Billable
<b>Virtual CIO</b>		Advisory, Strategic Planning, Vendor Assessment, etc.	Included
		<b>Monthly Fee for all services defined, 24 month term</b>	<b>2,008.00</b>



Additional Users		Fees are increased per addition of new users	\$40.00 per month, per user
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**Detail of Services Provided under this Agreement**

Coverage Matrix 24/7/365 Monitoring, Alerting, Management & Remediation	Tier 3
<b>Servers, Desktops, Laptops</b>	
System Performance	X
System Log Monitoring	X
Application Log Monitoring	X
Drive Space Monitoring	X
Event Log Monitoring	X
Security Log Monitoring	X
Backup Log Monitoring & Reporting (Server)	X
Service Availability Monitoring	X
End User Support Portal	X
Monthly Management Reports	X
Online Trouble Ticket Management	X
System Updates	X
Service Pack Updates	X
Microsoft Application Support (Server)	X
Microsoft Patch Management	X
Virus Protection Management	X
Security Patch Management	X
Spyware Management	X



User Account Administration	X
Virus Definition Management	X
Asset Management	X
Unlimited Remote Control Support (8 x 5)	X
Unlimited Remote Control Support (24 x 7)	X
Security Administration	X
File Sharing Permission Administration	X
Remote System Administration	X
Hard Drive Defragmentation	X
Spyware Removal	X
Daily System Audits	X
Log File Maintenance	X
End User Remote Control	X
Software License Management	X
Work Station Lifecycle Management	X
Server Lifecycle Management	X
Desktop Policy Enforcement	X
Desktop Optimization & Management	X
Temp File Removal & System Cleanup	X
Application Deployment and/or Imaging	X*
48 Project Hours per year included	X
<b>Network Devices-Monitoring &amp; Management</b>	
Networked Printers-Operational Status	X
Router Monitoring & Management	X
Firewall Monitoring & Management	X
Data Switch Monitoring & Management-Layer 2, 3 Only	X
Data Switch Monitoring & Management (Unmanaged Devices)	X



VPN Monitoring & Management	X
<b>"Live" Help Desk Services</b>	
8 x 5 "Live" Remote Support, Unlimited	X
24 x 7 Support Desk, Unlimited	X
<b>Additional Services</b>	
Annual Technology Planning	X
Quarterly CTO Meetings	X
Unlimited Purchasing Support	X
ISP Management	X
3 <sup>rd</sup> Party Vendor Management	X
Business Continuity/Disaster Recovery Consulting	X
Virtual CIO	X

Appendix "B"

**On Site Requirements & Exclusions**

On site dispatch may be required in the event of physical failures or conditions that cannot be remediated with remote tools. Additionally, the Client may require engineering hours in support of specific installation of new systems and/or components required by the enterprise.

**Rate Schedule;**

- Remote Support, Level 1, 2 & 3 Remediation,



- 24/7/365 ...INCLUDED IN PRICE
- On Site, Std. Bus. Day (8 x5) ...\$125.00 per hr.
- On Site, After Hrs. & Weekends ...\$187.50 per hr.
- Travel Charge ...WAIVED
- Travel Charge
  - Dispatch outside of 150 mile radius, Cleve. Metro area ...\$150.00 FLAT FEE

Notes:

1. Remediation efforts are inclusive to all Devices included in plan, Standard Windows, Linux, MAC, etc. applications & OS Platforms
2. Remediation efforts that require interface with 3<sup>rd</sup> Party Vendors are billable at standards rates if applicable
3. SLA standards may be adversely impacted if 3<sup>rd</sup> Party Vendor involvement is required for successful remediation. Supporting documentation will be provided in any such case.
4. Remediation extending beyond standard hrs. & rates will be initiated only after client approval.
5. All billable service requests and remediation efforts will be supported by detailed documentation (service tickets), reviewed with and submitted for approval to Client prior to presentation of invoice.

Exclusions to Coverage:

1. Parts, Equipment or Software not covered by vendor/manufacturer warranty or support.
2. Cost of any parts, equipment, software, licensing, renewal or upgrade fee, etc. and/or any shipping and handling required as required for remediation efforts.
3. Cost of any 3<sup>rd</sup> party vendor or manufacturer support or incident fees of any kind
4. Installation of any new equipment, software, etc. required for upgrade and/or remediation will be billed at standard rates. Rate plan credits will apply.
5. Any service or repair made necessary by the alteration, installation or modification of equipment, software, services, settings, policies, etc. made by Client's employees or anyone other than the Service Provider.
6. Training Services of any kind, other than those instructions and/or assistance provided by the Service Provider in the normal course of remediation.
7. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

Appendix "C"

## The SLA (Service Level Agreement)

The SLA is critical to proper delivery of Managed Services. It establishes a clear expectation for both the Client and MSP as to the conditions under which incidents are recorded and managed through the process of resolution. It allows the Client to monitor accountability of process and procedures as well as adherence to contractual terms & conditions.

The table presented is typical of a standard SLA but can be modified based upon specific Client requirements. A sample incident ticket is also attached which demonstrates the documentation available for monitoring issues, hours & dollars pertinent to any incident.

### Response & Resolution Times

Situation	Priority	Response Time	Resolution Time	Escalation Threshold
<b>Enterprise Operations Interruption</b> All Users Impacted	1	1 Hour	ASAP-Best Efforts	4 Hours
<b>Operational Degradation</b> Large # of Users Impacted	2	Within 2 Hours	ASAP-Best Efforts	4 Hours
<b>Limited Degradation</b> Limited # of Users Impacted, Business Process can continue	3	Within 4 Hours	8 Hours NBD if after 4pm	8 Hours
<b>Service Degradation</b> No significant impact on Business Process (minimal # of Users)	4	Within 6 Hours NBD if after 4pm	24 Hours	8 Hours NBD if after 4pm

### Support Tiers

Engineering Support Tiers	Description
Tier 1	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified, documented and basic hardware/software troubleshooting is initiated
Tier 2	Incidents that cannot be resolved with Tier 1 staff are escalated to Tier 2 (per SLA) where more experienced Engineers work to resolve issues
Tier 3	Incidents are escalated to most experienced Engineers with highest level of technical expertise to resolve most complex issues. May collaborate with 3 <sup>rd</sup> Party vendors for resolution.

#### Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

#### **If issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client’s satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If issue cannot be resolved through Tier 1 Support:**

6. Issue is escalated to Tier 2 Support
7. Issue is qualified to determine if it can be resolved by Tier 2 Support

#### **If issue can be resolved through Tier 2 Support:**

8. Level 2 Resolution - issue is worked to successful resolution





9. Quality Control –Issue is verified to be resolved to Client’s satisfaction
10. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

***If issue cannot be resolved through Tier 2 Support:***

11. Issue is escalated to Tier 3 Support
12. Issue is qualified to determine if it can be resolved through Tier 3 Support

***If issue can be resolved through Tier 3 Support:***

13. Level 3 Resolution - issue is worked to successful resolution
14. Quality Control –Issue is verified to be resolved to Client’s satisfaction
15. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

***If issue cannot be resolved through Tier 3 Support:***

16. Issue is escalated to Onsite Support
17. Issue is qualified to determine if it can be resolved through Onsite Support

***If issue can be resolved through Onsite Support:***

18. Onsite Resolution - issue is worked to successful resolution
19. Quality Control –Issue is verified to be resolved to Client’s satisfaction
20. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

***If issue cannot be resolved through Onsite Support:*** I.T. Manager Decision Point – request is updated with complete details of all activity performed

**Appendix “D”**

**Glossary of Features**

**System Performance Monitoring:** Support detailed monitoring of the utilization of operating system resources. Monitor trends for capacity planning to allow for scheduled upgrades to components as needed. Maintain logged data in a database and observe changes to identify changes in resource requirements. Identify areas that might require additional resources.

**System Log Monitoring:** Provides monitoring of all system events that could lead to down time caused by failing devices, thresholds or system errors.

**Application Log Monitoring:** Provides monitoring of all application events that could lead to down time caused by failing devices, thresholds, application

**Online Trouble Ticket Management:** TTx, Inc. web-based Customer Portal allows the customer to place service requests, review service histories, run historical and executive summary reports, search knowledge base, add and delete members, review and print invoices, personalize service status notifications.

**System Updates:** Update all Microsoft Server operating system in a controlled environment. Scheduled updates are planned and scheduled to take place only during non-production times (nights & weekends).

**Service Pack Updates:** determine which version of the software your computer is running, and ensure it is

errors, or system errors.

**Drive Space Monitoring:** Monitor and warn of a low disk space problem before it occurs. Microsoft's guidelines define 'low free disk space' is 15% to 20%, depending on the tasks and functions assigned to the particular server or workstation. Once these thresholds are reached, corrective action can be made to alleviate disk space problems upon system notification. Corrective actions may involve customer investment in upgrades or replacement of existing equipment or software.

**Event Log Monitoring:** Monitors all of the event IDs for specific failures or alerts and places them into the appropriate Event Log file, (eg. Application Log, System Log, NTDS Log, Replication Logs, DNS Logs and Security Logs.

**Security Log Monitoring:** the security log records security events, including logon attempts, object access, and changes to security, depending on what is audited. Anomalies are reported to the monitoring dashboard, where they are analyzed and addressed according to the alert.

**Backup Log Monitoring & Reporting:** Data backup logs are monitored and reported daily to the NOC, where they are analyzed and addressed according to the alert and service plan.

**Service Availability Monitoring:** Critical Services are monitored to verify they are up and running. When a service fails a Critical Alert is sent directly to the Monitoring interface and the appropriate action is taken.

**Monthly Management Reports:** provides comprehensive integrated reporting for all data collected and stored in the system. From hardware and software inventory to server uptime. will distribute monthly management reports, including detailed lists, tables and graphics, to authorized personnel within the customer's organization.

**Security Patch Management:** Daily patch scans are performed and verification of current status made. Note: Patches will be installed only after a best effort verification process to determine the effects on the current network processes.

**User Account Administration:** Upon the customer's authorized request, will add, disable, remove, restrict, or modify user rights in Active Directory and on the local workstations. Upon request will manage the password policy and enable changes when needed.

**Virus Definition Management:** will ensure the

digitally signed by Microsoft before installing or allowing them to run.

**Microsoft Application Support (Server):** General remote troubleshooting support of Microsoft Office software applications.

**Remote Control Support:** will remotely control and administer service to the server, in order to maintain proper operation and deter system downtime. All work that requires a system restart will be scheduled with the customer so as not to interfere with production time.

**Phone Support:** Under the specific Service Level Agreement and dependent on the customer's preferred method of contacting our service team, will provide unlimited Phone Support to the customer, during normal business hours.

**Microsoft Patch Management:** Provides Rapid deployment and automatic discovery of all missing patches and updates. The scan results from each computer are reported, and the complete patch history is also displayed. Any missing will be reported.

**Virus Protection Management:** will ensure the customer implements a sound anti-virus program on their enterprise. will then provide the management necessary to ensure that the product remains effective and up-to-date on all managed servers and workstations. will schedule the product license renewal dates for the customer, to ensure the solution provides continuous anti-virus protection.

**End User Support Portal:** Web-based Customer Portal allows the customer to place service requests, review service histories, run historical and executive summary reports, search knowledge base, add and delete members, review and print invoices, personalize service status notifications.

**Spyware Management:** We will ensure the customer implements a sound anti-spyware program on their enterprise. We will then provide the management necessary to ensure that the product updates, pattern updates and workstation protection remains effective and up-to-date as per the manufacturer's suggested guidelines. will schedule the product license renewal dates for the customer, to ensure that the customer's solution provides continuous anti-spyware protection.

**End User Remote Control:** TTx, Inc. will remotely control and administer service to the covered workstation or laptop, in order to maintain proper operation and deter

Enterprise Level AV solution subscription remains up to date and in force at the workstation and server level. will maintain customer Enterprise Level AV renewal dates, and inform the customer of the renewal dates no less than 30 days prior to expiration. will verify daily that the engine and pattern version levels remain up to date and report the number for infections removed in the monthly Executive Summary Report.

**Asset Management:** will run scheduled recurring audits to maintain a current list of all software and hardware installed on each managed machine. Change notifications are sent immediately when an audit scan detects changes in hardware or software.

**Remote Control Support:** will remotely control and administer service to the server, in order to maintain proper operation and deter system downtime. All work that requires a system restart will be scheduled with the customer so as not to interfere with production time.

**Security Administration:** Upon the customer's authorized request, TTx, Inc. will add, disable, remove, restrict, or modify user rights in Active Directory and on the local workstations. Upon request TTx, Inc. will manage the password policy and enable changes when needed.

**File Sharing Permission Administration:** TTx, Inc. will manage customer's existing file share permissions, add remove and change the existing file share permissions as requested by customer.

**Remote System Administration:** TTx, Inc. will remotely administer the system through a secured proprietary interface. All machines are required to be left on but logged out of the network.

**Hard Drive Defragmentation:** Perform nightly disk Defragmentation.

**Spyware Removal:** TTx, Inc. will perform a spy-ware scan and removal process daily, the total number of removed infections will be reported in the monthly maintenance report.

**Log File Maintenance:** TTx, Inc. will verify all settings for log files and ensure successful system logging.

**Daily System Audits:** TTx, Inc. will perform daily system audits to detect unauthorized users or new equipment that have attached to the network infrastructure. If a new device is found, an alert will be generated to our TTx, Inc. Monitoring team, reviewed and the appropriate action performed.

**Quarterly On-Site Maintenance: (Optional)** TTx, Inc. will visit the site quarterly to verify all maintenance tasks

system downtime. All work that requires a system restart will be scheduled with the customer so as not to interfere with production time.

**Software License Management:** Maintain copies of server and workstation software license certificates; manage maintenance renewals for these licenses. Report on gathered information as to how many total licenses of which software are currently in use. License management includes: Operating System, Microsoft Applications, Enterprise Backup, Enterprise Anti-Virus, and Enterprise Anti-Spam.

**Workstation Life-Cycle Management:** The Life Cycle Management process will provide proactive suggestions and reviews for replacing or upgrading workstations and servers before eminent failure. This process is tracked and monitored throughout the life cycle of the workstation or server so replacement can be performed prior to failure.

**Server Life-Cycle Management:** The Life Cycle Management process will provide proactive suggestions and reviews for replacing or upgrading servers before eminent failure. This process is tracked and monitored throughout the life cycle of the server so replacement can be performed prior to failure.

**Desktop Policy Enforcement:** Upon customer's direction, will control workstation access and end-user's ability to access files, access networks, and applications on the customer's network.

**Desktop Optimization & Management:** TTx, Inc. will provide various maintenance tasks to ensure a workstation remains healthy. The following tasks will be performed on a daily basis: de-fragmenting of the hard drives, backup verification, patch management, software audits, hardware audits, disk clean up, event log review.

**Temp File removal and System Cleanup:** TTx, Inc. will perform the following nightly maintenance tasks: temp file removal, and system cleanup. System cleanup will include removal of the following: locally downloaded program files, Temporary Internet Files, offline files and temporary offline files. The routine will also include emptying the Recycle bin.

**VPN Monitoring and Management:** Tunnel creation, maintenance issues, troubleshooting between firewall and end-point, customer support.



and perform workstation maintenance as needed. Maintenance tasks include: Verifying the system fans are spinning and clean, verifying keyboards and mice are functioning normally.

**Application & Hardware Change Notification:**

Comprehensive hardware and software inventory reporting. Daily recurring computer audits keep inventory up-to-date and accurate at all times. Access the computer inventory information needed to manage the network efficiently.

**Server Security Patch Management:** TTx, Inc. will automatically monitor, manage and install all known security patches on covered servers.

**Server Backup Management:** TTx, Inc. will ensure compliancy and up to date revisions on their backup application software. TTx, Inc. will monitor the daily backups for anomalies, and review and repair failed backup jobs in a timely fashion. Then report to you our findings and resolution. TTx, Inc. will perform quarterly test restores to ensure the tapes are readable and the data restored is valid.

**VPN Client Management:** TTx, Inc. will create and maintain the customer's VPN client connections (e.g. creation/deletion of user VPN tunnels according to customer's request), maintenance issues, troubleshooting between firewall and end-point, customer support. (Note: Customer must own or purchase the equipment necessary to complete the VPN connection).

**Network Printer Monitoring and Management:** basic configuration, login/password info, SNMP information, liaison to 3rd party vendor and manufacturer. No responsibility for consumables or maintenance.

**Router Monitoring and Management:** maintain routing tables, backup configuration, login/password info, SNMP information, liaison to 3rd party router vendor and manufacturer.

**Firewall Monitoring and Management:** firewall intrusion protection, intrusion detection, http proxy license, SMTP proxy, work with 3rd party vendors whenever necessary, remote updates as permitted by firewall and third party vendor.

**Unlimited Purchasing Support:** Expert advice and group buying power to reduce costs. Purchasing the right technology products can be a confusing ordeal. We'll manage the entire process for you, finding you the right products at the best prices.

**Application Deployment:** TTx, Inc. will deploy Microsoft application updates to any Microsoft Office product currently installed during the initial snapshot of the system. Custom application deployments can be added but are not included under this agreement.

**Security Administration:** Upon the customer's authorized request, TTx, Inc. will add, disable, remove, restrict, or modify user rights in Active Directory and on the local workstations. Upon request TTx, Inc. will manage the password policy and enable changes when needed.

**File Sharing Permission Administration:** TTx, Inc. will manage customer's existing file share permissions, add remove and change the existing file share permissions as requested by customer.

**Annual Technology Planning:** TTx, Inc. will schedule to meet with the customer on an annual basis to discuss where the customer is currently with their business, where they plan on and what technologies may be needed to

**Quarterly meetings:** Review network performance, outstanding issues, recommendations, reconciliation, strategic planning, and change requests as related to the current service level agreements.

**ISP Management:** Customer's POC for all Internet Service Provider issues. Assist ISP with all network related issues outside of the customer's gateway. Help resolve all issues related to the ISP owned/administered Router/Modem/Firewall from the Demarc location to the service provider. TTx, Inc. will maintain inventory and contact list of the equipment and ISP to assist in troubleshooting, when necessary.

**3rd Party Vendor Management:** Customer's POC for all listed Third Party Vendor related issues. Assist Third Party Vendors in quickly resolving outstanding issues pertaining to the customer's Information Technologies.

**Web Host Support:** Customer's POC regarding their Web Hosting issues. Communicate with Web Hosting Company in quickly resolving issues pertaining to the customer's web-site. (note: Does not include modifying web pages or



| web design)

ORDINANCE NO: 10-2021

SPONSORED BY: MAYOR VIC COLLOVA  
CO SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH PHOENIX SAFETY OUTFITTERS FOR THE PURCHASE OF (8) EIGHT SETS OF FIRE GEAR FOR A TOTAL COST NOT TO EXCEED \$28,500.00

*WHEREAS*, The National Fire Protection Association (NFPA) states that firefighter protective gear should be replaced every ten years, and

*WHEREAS*, in Ordinance 72-2012, Council authorized the City to purchase one new set of protective fire gear for each of the members of the Fire Department at a cost of \$102,000.00, which was paid for through grant money, and

*WHEREAS*, to avoid purchasing new gear for all members of the Fire Department in a single year where grant money is not guaranteed to be available, the City would like to purchase eight (8) sets of new gear each year, thus allowing the total cost to be spread over a period of five years, and

*WHEREAS*, the total cost of eight (8) sets of new fire gear will not exceed \$28,500.00 (an estimate of the costs is attached hereto as Exhibit A, and included as if fully written within), and

*WHEREAS*, the City intends to propose legislation to Council each year the City is financially capable of purchasing of eight (8) new sets of gear for the Fire Department.

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

SECTION 1. The Mayor, or his designee, is hereby authorized and directed to enter into an agreement with Phoenix Safety Outfitters for the purchase of eight (8) sets of firefighter gear for a total cost not to exceed \$28,500.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City, for the purpose set forth in SECTION 1.

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

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_ MAYOR \_\_\_\_\_ PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
CLERK OF COUNCIL



P.O. Box 20445  
Upper Arlington, OH 43220

Quote #: 167618  
(THIS IS NOT AN INVOICE: DO NOT PAY FROM THIS DOCUMENT)

**REMITTANCE INFORMATION:**  
PHOENIX Safety Outfitters,  
PO Box 20445  
Upper Arlington, Ohio 43220

Ship Date: Not set  
Invoice Date: 10 Jan 2021  
Payment Due Date: 25 Jan 2021  
Shipping Method: Best Way  
Account Rep: Dennis Grogan  
Accounting Questions: [cgrogan@phoenixoutfitters.com](mailto:cgrogan@phoenixoutfitters.com)  
Accounting Phone: 614-203-0247  
Bin Reference #: SI-110440

**Bill to:**

SCOTT GARMAN  
GARFIELD HEIGHTS FIRE DEPARTMENT  
5115 TURNEY RD  
GARFIELD HEIGHTS OH 44125  
UNITED STATES  
Customer Phone: (216) 475-8040  
Customer Email: [scott\\_garman@sbcglobal.net](mailto:scott_garman@sbcglobal.net)

**Ship to:**

SCOTT GARMAN  
GARFIELD HEIGHT FIRE DEPARTMENT  
5115 TURNEY RD  
GARFIELD HEIGHTS OH 44125  
UNITED STATES  
Customer Phone: (216) 475-8040  
Customer Email: [scott\\_garman@sbcglobal.net](mailto:scott_garman@sbcglobal.net)

Qty	Item ID	Item name	Item \$	Extended \$
1	CUSTPO	Customer Purchase Order Number: >>>>> QUOTATION >>>>> PRICING IS VALID THROUGH 12/31/2020 TURNOUT PRICING VALID THROUGH 02/28/2021	\$0.00	\$0.00
8	GARHTS(CUY)-VFC	JANESVILLE V-FORCE COAT PER CUSTOMER SPECIFICATION // PSGQ22440-B Verified: [1120] Valid Thru: [022821] Color: PER SPEC	\$1410.00	\$11280.00
8	GARHTS(CUY)-VFP	JANESVILLE V-FORCE PANT PER CUSTOMER SPECIFICATION // PSGQ22440-B Verified: [1120] Valid Thru: [022821] Color: PER SPEC	\$1066.00	\$8528.00
8	507502-SZ	Mens Fire Eagle Air, Leather Structural Fire Boot, HAIX Verified: [0121] Valid Thru: [123121] Color: BLK SHOE MWX: SZ	\$398.00	\$3184.00
8	3979471-4	BarriAire Gold Critical Particulate Filtering Hood, PGI, Custom Quilted Drape, PHNX Spec HOODS: UNIV Verified: [0319] Valid Thru: [123118] Color: NAT	\$96.00	\$768.00
8	FC-P5000-SZ	PHOENIX Short Cuff (GAUNTLET) Structural Fire Glove, Fire Craft Verified: [1121] Valid Thru: [123121] Color: BLK GLOVES: SZ	\$81.00	\$648.00
9	LFH9120I-BLK	LEGEND STRUCTURAL FIRE HELMET W/RETRACTABLE EYE PROTECTION, LION AVAILABLE IN BLACK, RED, WHITE Verified: [0820] Valid Thru: [022821] Color: BLK	\$320.00	\$2880.00
8	GARHTS(CUY)-LF62-FF-(SPECID)	LF=62/FRT=BLK/PNL=RED/LET=WHT/STCH=WHT/L1=GARFIELD HTS/L2=FIREFIGHTER/CTR=C BELOW(WTH-RAISED-SEWN)/ADD BKT/DRL=C BELOW Verified: [0219] Valid Thru: [123119]	\$55.00	\$440.00
1	FRTTBD	Freight FOB Mfg. to include Shipping, Handling TBDATOS // Reference Date Shipped in Header: FREIGHT WILL BE CHARGED FOR HOODS, GLOVES, LEATHER FRONTS	\$0.00	\$0.00
<b>Subtotal</b>			<b>\$27728.00</b>	
Not rated @ 0%				\$0.00
<b>Total</b>			<b>\$27728.00</b>	
Paid to date				\$0.00

ORDINANCE NO.: 11-2021

SPONSORED BY: MAYOR VIC COLLOVA  
CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN  
MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH PITNEY BOWES, PURSUANT TO THE ATTACHED, SOURCEWELL (FORMALLY KNOWN AS NJPA) STATE AND LOCAL FAIR MARKET VALUE LEASE AGREEMENT, FOR THE LEASE / REPLACEMENT OF THE MAILING MACHINE LOCATED IN THE CITY'S FINANCE DEPARTMENT, AT A TOTAL COST OF SIXTEEN THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS AND SIXTY CENTS (\$16,947.60).

WHEREAS, Ohio's Cooperative Purchasing Act (Am. Sub. H.B. 100) was signed into law by Governor Richard F. Celeste on December 4, 1985; and

WHEREAS, in Resolution 22-2016, the City Council authorized the Mayor to enter into a cooperative purchasing agreement with National Joint Power Alliance (NJPA) now known as Sourcewell, that is available to government agencies for contract purchasing, and

WHEREAS, the City wishes to enter into a sixty-month agreement for the lease/replacement of the current mailing machine in the Finance Department at a cost of Sixteen thousand, nine hundred forty-seven dollars and sixty cents (\$16,947.60).

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

SECTION 1. The Mayor, or his Designee, is hereby authorized and directed to enter into an agreement with Pitney Bowes, pursuant to the attached Pitney Bowes Sourcewell (formally known as NJPA) State & Local Fair Market Value Lease Agreement, for the lease / replacement of the mailing machine located in the City's Finance Department at a total cost of Sixteen thousand, nine hundred, forty-seven dollars and sixty cents (\$16,947.60).

SECTION 2. The Finance Director is hereby authorized and directed to issue his vouchers of the City, for the purpose set forth 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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





1	MW90705	SendPro P Series PC System Connect
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for Green Connect+ Series)
1	T6CS	Receiving - Standard

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

**Your Payment Plan**

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 282.46</b>	<b>\$ 847.38</b>

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
 State/Entity's Contract# \_\_\_\_\_  
  
 Lessee Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Email Address \_\_\_\_\_

\_\_\_\_\_  
 Pitney Bowes Signature  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**Sales Information**

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CARL CRISTINO

carl.cristino@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

ORDINANCE NO. 12-2021

SPONSORED BY: MAYOR VIC COLLOVA  
CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE REPEALING ORDINANCE NO. 40-2009 AND REINSTATING THE POSITION OF EXECUTIVE FIRE CAPTAIN / FIRE CAPTAIN IN CHARGE OF TRAINING

*WHEREAS*, In Ordinance 21-1986, Garfield Heights City Council created the position of Captain in Charge of Training in the Garfield Heights Fire Department, and

*WHEREAS*, as stated in Ordinance 21-1986, the position was selected by the Fire Chief to do the following: 1) enforce the State Fire Code and supervise the activities of the Fire Safety Officer; 2) oversee and implement all Federal and State laws pertaining to hazardous materials; and 3) as serve as the designee to command the Fire Department in the Fire Chief's absence; the Captain chosen to serve in said position received a per annum bonus in the amount of \$2,000.00 for his services, and

*WHEREAS*, in Ordinance 40-2009, this Council terminated the position during a restructuring of the Fire Department, and

*WHEREAS*, at this time, it is the City's desire to reinstate the position of "Executive Fire Captain / Fire Captain in Charge of Training" position to perform the above-stated duties and receive the same per annum bonus of \$2000.00 for his/her services.

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

SECTION 1. Ordinance 40-2009 is hereby repealed.

SECTION 2. The language abolished from Ordinance 21-1986 by way of Ordinance 40-2009 shall be reinstated as follows:

(F) There shall be one (1) Executive Fire Captain / Fire Captain in Charge of Training (non-union), who shall be selected by the Chief of the Department of Fire, he/she shall receive the annual compensation for his rank, plus a per annum bonus of Two Thousand Dollars (\$2,000.00).

SECTION 3. The provisions contained in Ordinance 21-1986, and any/all other ordinances or resolutions which are inconsistent with the provisions contained in this Ordinance are hereby repealed from and after the effective date of this Ordinance.

SECTION 4. 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 5. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
CLERK OF COUNCIL

ORDINANCE NO. 13-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE CREATING AND ESTABLISHING THE POSITION OF RECREATION-LEAD IN THE PARKS & RECREATION DEPARTMENT

*WHEREAS*, The Garfield Heights Parks & Recreation Department currently employs a Light Equipment Operator at the Dan Kostel Recreation Center, and

*WHEREAS*, while the position at the recreation center performs some of the duties of a Light Equipment Operator (including, but not limited to plowing snow), that position currently performs additional tasks specific to recreation center that go above and beyond the duties of Light Equipment Operator, and

*WHEREAS*, accordingly, the City wishes create the position of Recreation-Lead and draft a job-description that accurately reflects the duties and requirements of that position (attached hereto as “Exhibit A” and incorporated as if fully written within), and

*WHEREAS*, the current position of Light Equipment Operator who serves at the recreation center will be replaced by the position created herein.

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

SECTION 1. The AFSCME position of Recreation-Lead shall hereby be created and established to serve in the Parks & Recreation Department.

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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

## Recreation-Lead Position Description

- Required: Minimum Class B CDL Certified
- Able to work all shifts when needed (including: Days, Evenings, Weekends and Holidays)
- General cleaning and disinfecting of Rec Facility and other Rec facilities within the City
- Maintains and creates inventory lists for building cleaning supplies and tools
- Works with and reports directly to Rec Director on all capital improvements and construction projects within the Rec Center and all parks in the City
- On-call for any emergency
- Plows snow for City of Garfield Heights
- Manages snowplow responsibilities with other full-time employees
- Leads full-time employees with pre-season pool prep
- Ordering of paint, concrete, chemicals (Concrete patch and repair)
- Acid ETCM, cleaning and repair, painting pool
- Operates pool vacuum and trains full and part-time staff with operation and maintenance procedures
- Oversees full-time staff with all pool chemicals and filtration systems and maintenance
- Certified pool operator (CPO) Licensed
- Supervises full and part-time staff on all Rec Programs and athletic events throughout the year and has fields, parks, pool and ice arena prepared for any events
- Leads full-time employees with pre-season ice rink prep (any construction projects, etc.)
- Operates Zamboni machine for ice rink
- Trains full and part-time employees on Zamboni operation
- Operates all landscaping machinery during spring and summer months
- Operates heavy machinery when needed (tractors, front end loaders, large plow trucks)
- Leads crews of full and part-time employees for parks and ball field maintenance and construction.

Hourly Pay Rate: \$ 24.76

RESOLUTION NO.: 03-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION RATIFYING THE APPOINTMENT BY THE MAYOR OF MARK SIKON TO ACT AS THE SERVICE DIRECTOR FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE PERIOD COMMENCING JANUARY 25, 2021, TO SERVE AT THE PLEASURE OF THE MAYOR.

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

SECTION 1. The appointment of Mark Sikon to act as the Service Director for the City of Garfield Heights, Ohio, during the period commencing January 25, 2021, to serve at the pleasure of the Mayor is hereby ratified and approved by this Council.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Resolution 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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



RESOLUTION NO.: 04-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION RATIFYING THE APPOINTMENT BY THE MAYOR OF PAUL BIRK TO ACT AS THE PARKS & RECREATION DIRECTOR FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE PERIOD COMMENCING JANUARY 25, 2021, TO SERVE AT THE PLEASURE OF THE MAYOR.

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

SECTION 1. The appointment of Paul Birk to act as the Parks & Recreation Director for the City of Garfield Heights, Ohio, during the period commencing January 25, 2021, to serve at the pleasure of the Mayor is hereby ratified and approved by this Council.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Resolution 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

RESOLUTION NO.: 05-2021

SPONSORED BY: MAYOR VIC COLLOVA

CO-SPONSORED BY: COUNCILMAN MATT BURKE AND COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION DIRECTING THE COMMUNITY / PUBLIC RELATIONS / GRANT COORDINATOR OF THE CITY OF GARFIELD HEIGHTS TO APPLY FOR THE 2021 COMMUNITY RECYCLING AWARENESS GRANT

*WHEREAS*, The Community Recycling Awareness Grant was created by the Cuyahoga County Solid Waste District to help communities educate residents about recycling and create more awareness regarding proper disposal, and

*WHEREAS*, any village, city, or township located within Cuyahoga County is eligible to apply for up to a \$6,000.00 reimbursement grant, without obligation to provide matching funds, and

*WHEREAS*, funding from the CCSWD Community Recycling Awareness Grant must be used to educate residents. Allowable costs include the development of brochures, fliers, postcards, banners, yard signs, etc. to promote recycling. The grant award also can be used to purchase public recycling receptacles within the City and to pay the cost of (no more than) two document shredding events; and

*WHEREAS*, the City has used funds received in recent years to support the Cuyahoga County Solid Waste District's mission and promote the message "Recycle Right in Garfield Heights" to finance two annual Community Shred Days and to purchase recycling containers for municipal buildings, and

*WHEREAS*, the 2021 grant will provide the funding for the city's two Community Shred Days scheduled for the spring and fall at the Garfield Heights Service Garage; the cost of advertising the Household Hazardous Waste collection and the shred dates throughout the community; and to create an educational tool to encourage the public to Recycle Right.

NOW, THEREFORE, BE IT RESOLVED by the Council of Garfield Heights, Cuyahoga County, State of Ohio, that:

SECTION 1. The Community/Public Relations/Grant Coordinator of the City of Garfield Heights be and is hereby authorized and directed to apply for the 2021 Community Recycling Awareness Grant.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

RESOLUTION NO.: 06-2021

SPONSORED BY: COUNCILMAN MATT BURKE

CO-SPONSORED BY: ALL OF COUNCIL

A RESOLUTION BY COUNCIL, ON BEHALF OF THE RESIDENTS OF THE CITY OF GARFIELD HEIGHTS, HONORING MAYOR VIC COLLOVA FOR HIS OUTSTANDING SERVICE TO THE CITY AND LIFETIME ACCOMPLISHMENTS

*WHEREAS*, Vic Collova was born on September 26, 1947 in Cleveland, Ohio; Mayor Collova's parents Tom and Kay moved their two sons, Anthony (Cheryl, deceased) and Vic to the City of Garfield Heights in 1951; and

WHEREAS, Mayor Collova attended St. Monica's Grade School and later graduated from Garfield Heights High School in 1965;

WHEREAS, Mayor Collova married Jeannie Donovan and had three (3) daughters, Renee (Greg); Kim (Steve), and Dana (Bryon); Mayor Collova and Jeannie have six (6) grandchildren Brenna, Chase, Leah (Daniel), Nolan, Gabriella and Giada and one (1) great-grandchild, Victor, with one more on the way; and

WHEREAS, Mayor Collova worked as a barber, became a truck driver for Teamsters Local 407, and then went on to become a Trustee for the local as well as a Business Agent. He eventually retired from the Teamsters Local 964; and

WHEREAS, Mayor Collova was active in Golden Gloves and served as its president; and

WHEREAS, Mayor Collova began service with the City of Garfield Heights when he was elected President of Council in 2005; and

WHEREAS, Mayor Collova was then elected Mayor in 2009 and began his term on December 1, 2009 and will retire on January 31, 2021; and

WHEREAS, Mayor Collova loves to golf and travel and is looking forward to relaxing and spending quality time with his family; and

*WHEREAS*, we recognize Mayor Collova's contributions to the City of Garfield Heights are lasting, and as such should be honored; and

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

Section 1. The President of Council and All Members of Council, on behalf of the residents of the City of Garfield Heights, hereby commend Mayor Vic Collova for his lifetime accomplishments and for his longtime outstanding service to the community.

Section 2. The Law Department be and is hereby authorized and directed to transmit a copy of this Resolution to Mayor Vic Collova and to the local news media.

Section 3. This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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