

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

COUNCIL OF THE CITY OF GARFIELD HEIGHTS
COUNCIL CAUCUS @ 6:30 P.M.
REGULAR MEETING @ 7:00 P.M.
MONDAY, MARCH 8, 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. 21-2021

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH CUYAHOGA COUNTY AND CUYAHOGA COUNTY JUVENILE COURT TO CONTINUE PARTICIPATING IN THE CUYAHOGA COUNTY COMMUNITY DIVERSION PROGRAM

ORDINANCE NO. 22-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH VALLEY VIEW CEMENT CONTRACTORS, INC. FOR THE PURPOSE OF REMOVING AND REBUILDING A RETAINING WALL LOCATED AT E. 131ST STREET AND NORTH PARKWAY

ORDINANCE NO. 23-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CHAGRIN VALLEY DISPATCH FOR THE PURPOSE OF PURCHASING TEN (10) MOTOROLA PORTABLE APX6000XE RADIOS TO BE USED BY THE GARFIELD HEIGHTS FIRE DEPARTMENT

ORDINANCE NO. 24-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MARYMOUNT HOSPITAL INCE. TO PROVIDE A FUNDING MECHANISM FOR THE INITIAL COSTS ASSOCIATED WITH THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT PROJECT

ORDINANCE NO. 25-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE PLANNING AND PRELIMINARY ENGINEERING FOR THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT PROJECT

ORDINANCE NO. 26-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO ESTABLISH THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT FUND, NUMBER 404, WITHIN THE CITY'S BUDGETARY FUND STRUCTURE

RESOLUTION NO. 11-2021

AN EMERGENCY RESOLUTION RATIFYING AN APPOINTMENT BY THE MAYOR OF CLIFFORD KELLEY TO THE RECREATION BOARD OF THE CITY OF GARFIELD HEIGHTS, OHIO, FOR THE TERM EFFECTIVE IMMEDIATELY AND ENDING DECEMBER 31, 2026

RESOLUTION NO. 12-2021

A RESOLUTION COMMEMORATING REVEREND DR. CHARLES PAYNE LUCAS, JR.'S 80TH BIRTHDAY CELEBRATION

GARFIELD HEIGHTS CITY COUNCIL
PRESIDENT OF COUNCIL: MICHAEL NENADOVICH
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 FRANK TAGLIARINI
WARD 7: COUNCILMAN THOMAS VAUGHN
CLERK OF COUNCIL: BARBARA MOLIN

NEXT REGULAR COUNCIL MEETING MONDAY, MARCH 22, 2021

RESOLUTION NO.: 11-2021

SPONSORED BY: MAYOR MATTHEW BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION RATIFYING AN APPOINTMENT BY THE MAYOR OF CLIFFORD KELLEY TO THE RECREATION BOARD OF THE CITY OF GARFIELD HEIGHTS, OHIO, FOR THE TERM EFFECTIVE IMMEDIATELY AND ENDING DECEMBER 31, 2026.

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

SECTION 1. The appointment of Clifford Kelley to the Recreation Board of the City of Garfield Heights, Ohio, for the term commencing immediately and ending December 31, 2026 is hereby ratified and approved by this Council.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Garfield Heights, Ohio and to enable the Recreation Board of the City of Garfield Heights, Ohio to function as prescribed by law and the City Charter, and shall be in full force and effect from and after its passage and approval by the Mayor, otherwise at the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

RESOLUTION NO: 12-2021

SPONSORED BY: SHAYLA L. DAVIS

A RESOLUTION COMMEMORATING REVEREND DR.
CHARLES PAYNE LUCAS, JR.'S 80TH BIRTHDAY
CELEBRATION

WHEREAS, Reverend Dr. Charles Payne Lucas, Jr., was born on February 26, 1941, and the year 2021 joyously commemorates his 80th Birthday celebration; and

WHEREAS, Reverend Dr. Charles Payne Lucas, Jr., was the president of the student council at both Patrick Henry Junior High and Glenville High School. He furthered his education at University of Pittsburg, Boston University and the University of Central America; and

WHEREAS, He was called to the ministry at St. James A.M.E Church in Cleveland, Ohio in 1966. His Pastorate has included St. Paul A.M.E Church on Cleveland's west, Greater Avery A.M.E. Church in the Hough area, First A.M.E Church in Kansas City, Kansas, Christ Our Redeemer Church in Cleveland Heights and he retired from pastoring at St. James A.M.E. Church in 2018; and

WHEREAS, In all his pastoral assignments, improvements were made, and new programs started. Currently, Reverend Dr. Charles Payne Lucas, Jr., serves as chaplain at Lucas Funeral Home in Garfield Heights, Ohio; and

WHEREAS, During his career, he has served on more than 18 boards and advisory positions. He has been the President of the Cleveland Branch NAACP, President of the Cleveland Methodist Alliance, President of the A.M.E Correctional Alliance, President of the Council for Economic Opportunities in Greater Cleveland and the Chairman of the Community Relations Board of the City of Cleveland. He also currently serves on the RTA Board; and

WHEREAS, Reverend Dr. Charles Payne Lucas Jr., has won several community awards over his lifetime. The Martin Luther Award and Hometown Hero and several others; and

WHEREAS, He is proud of his daughter Dr. Laurel Lucas-Clark in Los Angeles, California and his son Jason Lucas in Garfield Heights, Ohio. He adores both of his grandsons, Beckett and Harper. Affectionally called "Papaw." He also loves calling Yolanda Hilliard Lucas his "Favorite Daughter-in-law," and she's the only one; and

WHEREAS, He has travelled the world preaching the gospel and good news. His sense of humor and laughter are contagious. It is only fitting that the citizens of the City of Garfield Heights join me along with his loving family and many friends in extending heartfelt best wishes to Reverend Dr. Charles Payne Lucas Jr., on the occasion of his 80th Birthday. Eight Decades of a wonderful life of service.

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

SECTION 1. The Mayor and Council, on behalf of the residents of the City of Garfield Heights, hereby commemorate Reverend Dr. Charles Payne Lucas, Jr.'s 80th Birthday Celebration.

SECTION 2. This Resolution 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.: 21-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH CUYAHOGA COUNTY AND CUYAHOGA COUNTY JUVENILE COURT TO CONTINUE PARTICIPATING IN THE CUYAHOGA COUNTY COMMUNITY DIVERSION PROGRAM

WHEREAS, Cuyahoga County, together with the City of Garfield Heights and Cuyahoga County Juvenile Court, would like to renew their agreement to use a Community Diversion Program for the adjudication of juveniles between the ages of 10 to 17 for the 2021 calendar year, and

WHEREAS, the Community Diversion Program allows for the adjudication of low-level offenders within the City of Garfield Heights as opposed to sending the juveniles to Cuyahoga County Juvenile Court, and

WHEREAS, the City intends for Lily Van Scyoc to continue serving as Director of the Community Diversion Program, and

WHEREAS, the budget to participate in the program will be provided by Cuyahoga County Juvenile Court and will impose no additional costs to the City of Garfield Heights.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into the agreement presented by Cuyahoga County and Cuyahoga County Juvenile Court, attached hereto as "Exhibit A."

SECTION 2. Ms. Van Scyoc shall receive a yearly stipend in the amount of \$6,000.00, paid entirely through funding received from this agreement with Cuyahoga County.

SECTION 3. 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 vouchers to be charged to the appropriate fund.

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

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF GARFIELD HEIGHTS
AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2021 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and City of Garfield Heights, a government entity, with principal offices located at 5407 Turney Road, Garfield Heights, Ohio 44125 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear status, misdemeanor, or felony offense complaints that occur in the City of Garfield Heights or are committed elsewhere by Garfield Heights residents and the VENDOR can provide these services from March 1, 2021 to December 31, 2021.

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

- I. TARGET POPULATION – The youth referred to the program shall be ages ten (10) to seventeen (17) and residents of Cuyahoga County referred by the COURT'S Early Intervention and Diversion Center staff (hereinafter called the "YOUTH"). Occasionally, youth eighteen (18) years old and/or residents outside of Cuyahoga County but still subject to the jurisdiction of the COURT may be referred.
- II. DESCRIPTION OF SERVICES – The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH.
 - A. Diversion Techniques that have been proven through research to be ineffective or harmful to adolescent development including, but not limited to, "scared straight," boot camps, prison or morgue site visits, or other intimidation or punitive techniques are *not permitted* types of programming.
 - B. Permitted types of programming include, but are not limited to, online diversion programs under the supervision of the CDP, skills building groups, Restorative Justice Programs, truancy prevention/intervention programs, community service, meetings with youth/family, family group conferences, mentoring youth, face to face follow-ups, and phone call check ins with youth, family, or community providers.
 - C. The CDP may engage the services of a volunteer attorney, licensed to practice law

in the State of Ohio and approved by the COURT, to function in the role of a "Hearing Officer." However, the attorney may not conduct hearings, meetings, or proceedings designed or intended to simulate official court proceedings. Use of the title "Magistrate" is not permitted by attorneys not duly appointed by the COURT'S Administrative Judge pursuant to Sup. R. 19 and Juv. R. 40.

- III. BUDGET – Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed a newly allocated amount of **\$8,800.00** and any carryover from previous contract terms for the term of the AGREEMENT. Funding allocation is based upon internal COURT reports of percentage of overall YOUTH served by each CDP. Funds are allocated based upon the percent of YOUTH served in the previous two (2) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT'S Fiscal Department. Upon depletion of any carryover funds, the VENDOR shall receive a **\$200.00 stipend per youth served** upon successfully engaging the family and services are completed. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding.
- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT'S audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process utilizing the same \$200.00 stipend per youth served upon successfully engaging the family and services are completed.
 - B. VENDORS that charge fees to participants may not reject a YOUTH'S participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR'S actual cost of the program.
 - C. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or for credit of spending carryover monies.
 - D. A YOUTH shall be submitted once on the invoice for the month in which services were completed so long as the family was successfully engaged. For example, if a YOUTH was successfully engaged in January and services were completed in February, said YOUTH would be listed on the invoice for the month of February.
 - E. YOUTH that were not successfully engaged are not eligible for a stipend.
 - F. YOUTH are eligible for only one \$200.00 stipend regardless of the number of cases referred. YOUTH that receive an additional case referral while services are currently being provided are not eligible for an additional stipend. However, YOUTH that receive a new case referral after prior services were completed are eligible for a new stipend.

IV. PROGRAM RECORDS – VENDOR is subject to verification of funding by the COURT and shall maintain accurate records of the following:

- A. Name and case number of each YOUTH served;
- B. Date of first contact;
- C. Contact type (e.g., face to face, phone call, letter/mail notification, etc.);
- D. Specific diversion service(s) provided; and
- E. Total number of hours spent with diversion service(s).

V. DATA AND REPORTS – VENDOR shall provide data or reports regarding the above-described records requested by the COURT in a reasonable amount of time.

VI. INVOICING – The VENDOR shall submit monthly invoices to the COURT’s Fiscal Department. VENDOR shall utilize the attached invoice sheet. Failure to do so by the tenth (10th) of each month may result in non-payment by the COURT and potential termination of this AGREEMENT.

- A. All invoices shall include the VENDOR’S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number, and month of services. All invoices must be signed and dated for verification by the VENDOR.
- B. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing and describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim.
- C. Under no circumstances will the COURT accept or process any initial invoice received after sixty (60) days following the end of the month in which services were completed. For example, if services were completed in January, the 60-day period expires on March 31.
- D. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, and/or non-covered services, and subject to audit by the COURT. Incomplete invoices shall be returned for correction. Original “wet” signatures are required on all invoices submitted. Please submit invoices to the following address:

Cuyahoga County Juvenile Court
Fiscal Department, 4th Floor
9300 Quincy Ave
Cleveland, Ohio 44106

VII. PERFORMANCE OBJECTIVES

- A. 70% of YOUTH served during the AGREEMENT period will successfully complete the program without referral to COURT for official COURT Processing.

- B. 80% of YOUTH referred will be engaged in services.
- C. 90% of YOUTH engaged in services will complete services within targeted timeframe of ninety (90) days.

VIII. PERFORMANCE INDICATORS

- A. Number of YOUTH successfully terminated from program divided by the number of YOUTH referred to the program during the contract period.
- B. Number of YOUTH engaged divided by number of YOUTH referred.
- C. Number of YOUTH completing services within ninety (90) days divided by Number of YOUTH engaged in services.

IX. OPERATIONAL DETAILS

- A. Service Site: All services are provided at various locations throughout the County.
- B. Contact Person:

VENDOR
PROGRAMMATIC CONTACT

Lily Van Scyoc
5407 Turney Road
Garfield Heights, Ohio 44125
(216) 475-0824
lvanscyoc@garfieldhths.org

COURT
PROGRAMMATIC CONTACT

Bridget Gibbons
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 443-5938
bgibbons@cuyahogacounty.us

FISCAL CONTACT

Barbara Biro
5407 Turney Road
Garfield Heights, Ohio 44125
bbiro@garfieldhths.org

FISCAL CONTACT

Sarah Baker
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 443-8268
sbaker@cuyahogacounty.us

X. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES – The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents, and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this AGREEMENT. All other funds must be accounted for separately from the funds for the operational services for the CDP. Such records shall be subject to inspection, review, and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or a longer period, as may be required by the applicable records retention schedule.

XI. PROFESSIONALLY WRITTEN RECORDS – All correspondence and reports to the

COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

XII. ON SITE VISITS – The COURT shall be allowed to access, review, and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.

XIII. BUILDING CODES-SAFETY ORDINANCES – If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County, and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.

XIV. INSURANCE – VENDOR shall carry and continuously maintain throughout the term of this AGREEMENT, at its sole cost and expense and in the amounts specified, the following types of insurance:

A. **Worker's Compensation Insurance** if and to the extent required by the State of Ohio to protect VENDOR's employees. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

B. **Commercial General Liability** insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate; and
\$2,000,000 products/completed operations aggregate.

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

C. **Insurance Coverage Terms and Conditions**

i. The insurance policies of the VENDOR required for this AGREEMENT shall:

1. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.
2. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the COUNTY.
3. Be primary and not in excess or contingent on any other basis;

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

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

provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.

XXIII. SERVICE CONTINUITY – In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving services at the end of the AGREEMENT period and submit said plan to the COURT.

XXIV. ETHICS REQUIREMENTS – The VENDOR shall comply with all COUNTY ethics as well as all requirements within the provisions set forth in the State of Ohio, Office of the Governor, Executive Order 2007-01S, which establishes new ethics requirements.

XXV. FINDINGS FOR RECOVERY – The VENDOR represents and warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.

XXVI. CRIMINAL RECORDS CHECK – The VENDOR shall comply with the provisions as specified in R.C. 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks, and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XXVII. PUBLIC RECORDS – All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and the COURT are subject to the Ohio Revised Code, Rules of Superintendence, and other laws related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and COURT and any and all documents in any format or media.

XXVIII. GOVERNING LAW AND JURISDICTION – This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXIX. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions, and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are

authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDOR.

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

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

City of Garfield Heights

By: _____

Cuyahoga County Juvenile Court

By: _____
Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

By: _____
Armond Budish, County Executive

ORDINANCE NO.: 22-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH VALLEY VIEW CEMENT CONTRACTORS, INC. FOR THE PURPOSE OF REMOVING AND REBUILDING A RETAINING WALL LOCATED AT E. 131ST STREET AND NORTH PARKWAY

WHEREAS, Currently, there exists a retaining wall at E. 131st Street and North Parkway which needs repair, and

WHEREAS, the retaining wall in question exists at the Garfield Heights and Cleveland border, but after investigation, it is the belief of the City that the wall is constructed on Garfield Heights property, and

WHEREAS, accordingly, at this time, the City wishes to enter into an agreement with Valley View Cement Contractors, Inc. for the purpose of removing and rebuilding the retaining wall, at a cost not to exceed \$22,500.00.

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 Valley View Cement Contractors, 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 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; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

PROPOSAL

VALLEY VIEW CEMENT CONTRACTORS INC
6784 HATHAWAY ROAD
VALLEY VIEW, OHIO 44125
PHONE: (216)642-3277 / FAX: (216)642-3277
EMAIL: vvcem17@gmail.com

Customer: City of Garfield Hts. / Service Dept.

Date: 02/02/2021

13600 McCracken Rd

Proposal: 2101

Garfield Hts, Ohio 44125

Attn: Naval Jackson

Phone: (216) 475-1107

Email: servicegarage@garfieldhts.org

DESCRIPTION

JobSite Address: E 131st. & North Parkway

Scope of Work: Remove and rebuild 160' l. x 4' h. retaining wall.

- * Demo wall down to existing footer.*
- * Remove wall and approx. 12" of ground behind wall for draitile pipe.*
- * Haul away wall and debris to dump.*
- *Retaining wall to be constructed at a height of 4 feet and approx. 160 feet in length.*
- * Using existing footer drill 48" on center.*
- * One row of vertical #5 rebar with 2 rows of #5 horizontal rebars.*
- * Form and pour wall 8" thick using 6 1/2 sx mix with commercial fiber.*
- * After wall is poured apply coat of sealer.*
- * Behind wall run 4" draitile pipe down toward E 131st Steet to catch basin.*
- * Backfill behind wall to top with #57 gravel.*

LABOR AND MATERIAL: \$22,265.00

ORDINANCE NO.: 23-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CHAGRIN VALLEY DISPATCH FOR THE PURPOSE OF PURCHASING TEN (10) MOTOROLA PORTABLE APX6000XE RADIOS TO BE USED BY THE GARFIELD HEIGHTS FIRE DEPARTMENT

WHEREAS, Chagrin Valley Dispatch is currently purchasing portable radios from Motorola Solutions, and

WHEREAS, due to the volume of radios Chagrin Valley Dispatch is purchasing, the per-unit cost of said radios is significantly cheaper than the current state bid price, and

WHEREAS, the Garfield Heights Fire Department would like to purchase ten (10) Motorola Portable APX6000XE radios from Chagrin Valley Dispatch for a cost not to exceed \$48,000.00.

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 Chagrin Valley Dispatch for the above-stated purpose at a total cost not to exceed \$48,000.00.

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 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: _____

ORDINANCE NO.: 24-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MARYMOUNT HOSPITAL INC. TO PROVIDE A FUNDING MECHANISM FOR THE INITIAL COSTS ASSOCIATED WITH THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT PROJECT.

WHEREAS, The City of Garfield Heights and Marymount Hospital wish to improve the I-480 / Granger Road interchange to allow both east and westbound exit and entrance ramps, and

WHEREAS, Marymount Hospital Inc. agreement will provide the initial funding necessary to obtain the detailed plans and specifications for this public safety improvement project.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with Marymount Hospital Inc. (attached hereto as Exhibit A and incorporated as if fully written within) to provide a funding mechanism for the initial costs associated with the I-480 / Granger Road Interchange Improvement Project.

SECTION 2. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE:

**AGREEMENT REGARDING PHASE-1 FUNDING FOR I-480/GRANGER
INTERCHANGE**

THIS AGREEMENT REGARDING PHASE-1 FUNDING FOR I-480/GRANGER INTERCHANGE (this "Agreement") is entered into as of March ___, 2021 (the "Effective Date") by and between Marymount Hospital, Inc., an Ohio not for profit corporation ("Marymount") and THE CITY OF GARFIELD HEIGHTS, OHIO (the "City").

RECITALS

A. The City and Marymount have requested OHM Advisors ("OHM") to prepare a proposal (I-480/Granger Road Interchange Improvement) dated December 4, 2020, a copy of which is attached hereto as Exhibit A (the "Proposal") related to the design and construction of a full interchange at I-480 and Granger Road in the City of Garfield Heights for improved access to Marymount Hospital campus (the "Project").

B. The Proposal includes recommendations to proceed with the Project in three phases, Phase-1 of which is to include planning and preliminary engineering. The work to be completed for Phase-1 as contemplated by the Phase-1 Proposal is referred to herein as the "Phase-1 Work". Any work identified in the Proposal other than the Phase-1 Work is not a part of this Agreement.

C. Substantially concurrently herewith, the City is entering into an agreement with OHM (the "OHM Contract") pursuant to which OHM will perform, for the benefit of the City, the Phase-1 Work for a total contract sum of Seven Hundred Twenty Thousand and No/100 Dollars (\$720,000.00), which, when finalized and executed, as approved by Marymount, shall be attached hereto as Exhibit "B".

D. Marymount and the City are entering into this Agreement to evidence Marymount's obligation to pay all sums for the Phase-1 Work required to be paid by the City under the OHM Contract, subject to the terms herein.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals as a part of this Agreement, and in consideration thereof, and in consideration for the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Marymount agree as follows:

1. Provided Marymount has given its prior written approval of the OHM Contract including any change orders, which Marymount may determine in its sole and absolute discretion, Marymount hereby agrees to pay to the City all sums required of the City to be paid to OHM for the Phase-1 Work under the OHM Contract on or before the date such payment is due under the OHM Contract. All such payments shall be made by Marymount to the City and the City shall promptly remit such payment to OHM. In the event of any revised scope under the OHM Contract which modifies the payment schedule as included in the OHM Contract, the City and Marymount shall cooperate to address same in a manner consistent with this Agreement. To the extent the City enters into other contracts with OHM for any additional work related to the

Phase-1 Work, Marymount and the City shall cooperate to address payment for such work, as reasonably necessary, in a manner substantially similar to how the OHM Contract payments are being handled pursuant to this Agreement, and to enter into such subsequent agreements or amendments to this Agreement with respect thereto.

2. Provided Marymount has given its prior written approval of the OHM Contract including any change orders, which Marymount may determine in its sole and absolute discretion, Marymount hereby agrees to indemnify, defend and hold the City harmless from and against any and all costs, expenses, fees and charges of any kind or nature, including without limitation, reasonable attorneys' fees and costs, which the City is obligated to pay under the OHM Contract. The City agrees to promptly remit to OHM all sums paid by Marymount to the City pursuant to this Agreement and to indemnify, defend and hold Marymount harmless from and against any loss by reason of the City's failure to do so.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

4. Time is hereby expressly made of the essence of this Agreement and each and every term and condition contained herein.

5. This Agreement and other documents expressly incorporated herein by reference contain the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. This Agreement shall be construed in accordance with the laws of the State of Ohio in effect at the time of the execution of this Agreement.

7. In the event any action is brought between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party attorneys' fees and other expenses in connection with such action or proceeding, in addition to its recoverable court costs.

8. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or

agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

9. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

10. Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth by such party's signature below, or such other address and to such other persons as the parties may hereafter designate. Notice(s) given to Marymount Hospital, Inc. shall be addressed to David W. Rowan, Chief Legal Officer, The Cleveland Clinic Foundation, 9500 Euclid Ave., Cleveland, Ohio 44195, with a copy to the undersigned President of Marymount Hospital, Inc. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after deposit with a reputable overnight delivery service.

11. Exhibits A and B, attached hereto, are incorporated herein by reference to the extent applicable hereto, as provided hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

MARYMOUNT HOSPITAL, INC.,
an Ohio not for profit corporation

CITY OF GARFIELD HEIGHTS, OHIO

By: _____
Daniel Napierkowski, M.D.
President

By: _____
Matt Burke, Mayor

12300 McCracken Road
Garfield Heights, Ohio
Attn: Chief Operating Officer

5407 Turney Road
Garfield Heights, Ohio 44125

EXHIBIT A

[To be attached]

EXHIBIT B

[To be attached]

ORDINANCE NO.: 26-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO ESTABLISH THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT FUND, NUMBER 404, WITHIN THE CITY'S BUDGETARY FUND STRUCTURE.

WHEREAS, In Ordinance 24-2021 the City of Garfield Heights entered into an agreement with Marymount Hospital Inc. for the purpose of funding Phase 1 of the proposed I-480 / Granger Road Interchange Improvement, and

WHEREAS, In Ordinance 25-2021 the City of Garfield Heights entered into an agreement with OHM Advisors for the purpose of completing Phase 1 of the proposed I-480 / Granger Road Interchange Improvement, and

WHEREAS, for this project the City requires a separate capital projects fund to account for the incoming funding and expenditures.

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

SECTION 1. The Finance Director is hereby authorized and directed to establish the I-480 / Granger Road Interchange Improvement Fund, number 404, within the City's budgetary fund structure.

SECTION 2. 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: _____

ORDINANCE NO.: 25-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE PLANNING AND PRELIMINARY ENGINEERING FOR THE I-480 / GRANGER ROAD INTERCHANGE IMPROVEMENT PROJECT.

WHEREAS, In Ordinance 24-2021 the City of Garfield Heights entered into an agreement with Marymount Hospital Inc. for the purpose of funding Phase 1 of the proposed I-480 / Granger Road Interchange Improvement, and

WHEREAS, the City wishes to enter into an agreement with OHM Advisors for the purpose of completing planning and preliminary engineering (Phase 1) for the I-480 / Granger Road Interchange Improvement Project, and

WHEREAS, the entire cost of work performed under this agreement will be funded by Marymount Hospital Inc, at a total cost not to exceed \$720,000.00.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with OHM Advisors (attached hereto as Exhibit A and incorporated as if fully written within) to provide planning and preliminary engineering for the I-480 / Granger Road Interchange Improvement Project, at a total cost not exceed \$720,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. pursuant to the payment terms included in the contract attached hereto, with said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE:



March 1, 2021

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

**RE: I-480/Granger Road Interchange Improvement
Phase 1 Proposal**
Location: Garfield Heights, OH
Proposal #: 20186

Dear Mayor Burke,

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

Proposal Outline

Proposal Outline..... 1
Project Background..... 3
Scope of Services..... 4
Planning 4
Preliminary Engineering..... 4
Price Proposal 7
Project Timeline 7
COVID-19 Disclaimer 7
Exhibit A 8
Exhibit B..... 9



Sincerely,
OHM Advisors

Ruth Klee

Ruth Klee, PE
Project Manager
Ruth.Klee@ohm-advisors.com
D: 330.913.1060

David G. Krock

David G. Krock, PE
Vice President of Ohio
David.Krock@ohm-advisors.com
D: 330.913.1045

Authorization to Proceed

Signature

Date

Printed Name

Title



Project Background

The Cleveland Clinic Foundation/Marymount Hospital (Clinic) has requested that OHM prepare a proposal to proceed with the proposed I-480/Granger Road Interchange Improvement project development based on recent past meetings with the Clinic and ODOT District 12 and subsequent correspondence. These coordination meetings outlined the Clinic's interest in completing the partial interchange at I-480 and Granger Road in the City of Garfield Heights for improved access to the Marymount Hospital campus. Alternatives developed by OHM were presented and it was recommended by ODOT to revise the proposed access improvements to meet design criteria and avoid any design exceptions.

OHM Advisors recommends advancing this project in three phases as follows:

Phase 1: Planning (includes Purpose and Need and Public Involvement Plan) and Preliminary Engineering (includes Feasibility Study/Alternatives Evaluation Report, Interchange Modification Study, Environmental Studies, and Preliminary Engineering Design)

Phase 2: Environmental Engineering and Final Engineering (includes Environmental Documentation/NEPA, Final Engineering Design, Right of Way plans, and Right of Way Acquisition)

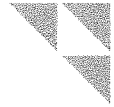
Phase 3: Construction (includes attendance at pre-construction meetings and engineering support during construction)

This recommended proposal phasing follows the ODOT Project Development Process (PDP). Subsequent design effort will be determined at (or before) the completion of each Phase in the interest of managing the risk for both the Clinic and OHM Advisors. Therefore, we are submitting the Phase 1 Proposal at this time.

Phase 1 Proposal: This proposal outlines professional services including planning, engineering design, and environmental studies and documentation to meet the requirements of ODOT's PDP and design requirements associated with Planning and Preliminary Engineering. The proposed interchange improvements are shown in **Exhibit A** which includes a proposed westbound (WB) exit ramp while avoiding impacts to Tinker's Creek Apartments and a new WB entrance ramp to I-480 from the Granger Road/E 126th intersection. Eastbound improvements include modifications to the intersection at the EB I-480 exit ramp to Granger Road and adding a new EB I-480 entrance ramp at this location.

This proposal includes completing the requirements of Planning and Preliminary Engineering and associated tasks to facilitate critical project decision making through the development of the Stage 1 plans. Previously completed planning and preliminary engineering will be used to meet the requirements of the PDP including the Marymount Traffic Study and the prior ramp alignment alternatives. Requirements during Phase 1 include:

- 1) Coordination with the City of Garfield Heights for submission to the Northeast Ohio Areawide Coordinating Agency (NOACA) for approval to the Long Range Transportation Improvement Plan (TIP)
- 2) Early coordination with ODOT in developing the project Purpose & Need document
- 3) Preparing Feasibility Study / Alternative Evaluation Report
- 4) Preparing an Interchange Modification Study for the entire interchange
- 5) Preparing Stage 1 design plans for ODOT review



Scope of Services

The following scope of services is recommended for the development of the I-480/Granger Road Interchange Improvement in order to advance the project:

Planning

- 1.1 Coordination with NOACA – OHM will assist the City of Garfield Heights to prepare the required project application for NOACA TIP review and approval. This includes supporting project materials and attending any meetings.
- 1.2 Develop Purpose & Need – The project draft Purpose & Need (P&N) document will be prepared and submitted to ODOT for review. Coordination with ODOT and subsequent approval will be necessary to advance the project through ODOT's PDP. ODOT approval of the P&N is required prior to submittal of the Feasibility Study in Task 2.1.
- 1.3 Project Management/Meetings – Preliminary project Kick Off meeting will be scheduled with the Clinic to review project goals, milestones, communication plan and project protocols for file sharing and coordination with ODOT.

Preliminary Engineering

- 2.1 Prepare Feasibility Study / Alternative Evaluation Report – OHM will perform additional preliminary engineering including traffic analysis for the proposed interchange improvements as part of the development of alternatives to be considered and submitted with the Feasibility Study (FS). Previous completed preliminary engineering and traffic studies will be utilized in advancing the developing of feasible alternatives and for identifying the Preferred Alternative. The report will compare alternatives considered including the No-Build option and other alternatives to modification of the interchange, such as improvements to access via existing interchanges. The completion of the FS report and its conclusion will provide recommendation of the preferred alternative. OHM will perform additional preliminary engineering including traffic analysis for the proposed interchange improvements as part of the development of alternatives to be considered and submitted with the FS. Previous completed preliminary engineering and traffic studies will be utilized in advancing the developing of feasible alternatives and for identifying the Preferred Alternative as part of the Alternative Evaluation Report (AER). The report which will compare alternatives considered including the No-Build option. The completion of the report and its conclusion will provide recommendation of the preferred alternative. Tasks included with the development of alternatives includes:
 - Certified Traffic
 - MOTAA – Maintenance of Traffic Alternatives Analysis
 - IMS Study
 - Typical Sections
 - Preliminary Alignment & Profiles



- Cross Sections
- Geotechnical Assessments
- Utility Impacts

2.2 Once the FS/AER are approved and ODOT accepts moving forward with the project, an Interchange Modification Study will be required to analyze the specific layout of the interchange. This study is required for approval of changes to Interstate access.

Interchange Modification Study (IMS) – OHM will prepare a detailed IMS that evaluate alternatives being considered as part of the interchange modification improvements. The completed IMS will be submitted to ODOT for review and approval and at which time will be incorporated as part of the FS/AER. Previously completed Marymount Traffic Study will be utilized as part of IMS which includes:

- Data Collection
 - Work with Northeast Ohio Areawide Coordinating Agency (NOACA) to determine revised trip distributions for the future year 2040 modeling.
- Modeling – 2040 Reconfigured Interchange
 - Update the Synchro network for the Granger Road/E 126th Street Interchange representing 2040 conditions.
 - Determine required lane configurations throughout the interchange in the AM and PM Peak periods to provide Level of Service D or better traffic operations.
 - Review the need for traffic signals along E 126th Street and Granger Road within and adjacent to the interchange.
- Reporting
 - Prepare a memo detailing the analysis and recommendations
 - Identify potential “red flags”
 - Identify “next steps”
- Deliverables
 - IMS Report

2.3 Environmental Studies – Following IMS approval, Lawhon & Associates (Lawhon) will perform preliminary screenings and will determine the required field studies based on the proposed interchange improvements and the associated impacts to the project study area. This will include regulatory and permitting agency requirements, and public involvement plan requirements. This desktop review will be used for comparing alternatives in the FS/AER.

Once the Preferred Alternative is identified and the proposed interchange layout is approved by ODOT, Lawhon will complete the required environmental studies, including:

- Level 1 Ecological Survey Report
- Section 106 Scoping Request Form and subsequent Cultural Resources studies that may be required by ODOT



- Regulated Materials Review Screening (RMR) and subsequent RMR Investigations required by ODOT
- Social & Economic Resource Review/Underserved Populations
- Section 4(f)/6(f) Determination (park/recreation area impacts)
- Noise Analysis
- Air Quality Analysis
- Stakeholder/Public Involvement

These studies may be initiated based upon the study area from the FS/AER but cannot be finalized until work limits are defined from the Stage 1 design.

- 2.4 Preliminary Engineering Design / Stage 1 Plan – After receiving approval of the preferred alternative from ODOT (which includes approval of the FS/AER/ IMS), OHM will advance the development of detailed Stage 1 plans following the guidelines outlined in ODOT's Location & Design Manual. Stage 1 plan content will advance the preliminary engineering and will be submitted to the Clinic and ODOT for review. The Stage 1 plans will provide detail necessary to update the construction cost and estimate the right of way acquisition.
- 2.5 Project Management & Meetings – In order to complete the Preliminary Engineering, the OHM project manager will prepare documentation that confirms the following items have been approved (prior to or concurrent with advancing with Phase 2 - Environmental Engineering and Final Engineering):
- Technical studies are approved (FS/AER/IMS)
 - Perform environmental field studies and identify additional work
 - Conduct first constructability review
 - Attend Public Involvement/Stakeholder coordination meetings
 - Address stakeholder/agency review comments to date

Additional Services (if-authorized)

- 3.1 Additional project support may be required for unforeseen project assistance such as coordination with Trinity High School, miscellaneous support to Marymount/Cleveland Clinic, and assistance with the 2021 TRAC application.



Price Proposal

<i>Phase 1</i>	<i>Fee</i>
<i>Planning</i>	<i>\$ 70,000</i>
<i>Preliminary Engineering</i>	<i>\$ 600,000</i>
<i>Additional Services (if-authorized)</i>	<i>\$ 50,000</i>
<i>Phase 1 Total = \$ 720,000</i>	

NOTES:

The above hourly not-to-exceed fees shown reflect design, engineering, environmental, and project management costs associated with the tasks outlined in the Scope of Services as required to meet ODOT's Project Development Process. In lieu of a lump sum contract, an hourly not-to-exceed contract will return any cost savings to the Cleveland Clinic Foundation/Village at Marymount.

Estimated fees for Phase 2 (\$550,000) and Phase 3 (\$50,000) will be included in a future contract. The Phase 2 and Phase 3 fee estimates are approximate and are for planning purposes only. Many factors could affect the final fee such as revised local, State, and Federal design standards and regulations; unforeseen design and infrastructure requirements based upon the recommendations of the Phase 1 studies and preliminary engineering; and differing site conditions. Therefore, the final fees for Phase 2 and Phase 3 will be determined at that time.

Project Schedule

The Preliminary Project Schedule is shown in **Exhibit B**.

Standard Terms & Conditions

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

EXCEPTION: The City shall not be responsible to pay any invoices for which it has not previously received payment from Marymount Hospital, Inc.

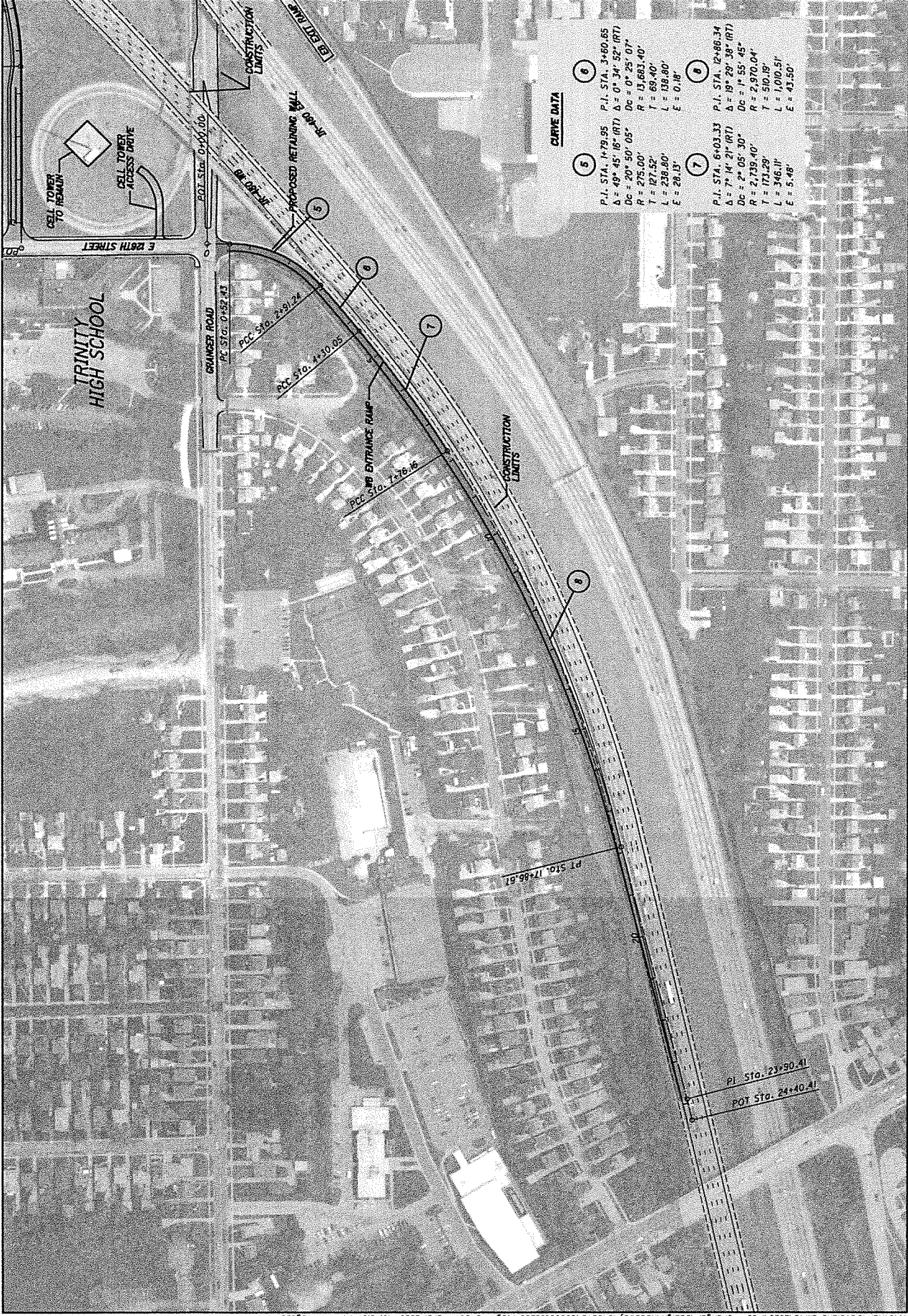
COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Cleveland Clinic Foundation/Village at Marymount (Clinic), is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Clinic have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Clinic's staff to develop a plan to deal with unforeseen issues.



Exhibit A

SCHMATIC PLAN



CURVE DATA

Curve No.	P.I. Sta.	Δ	Dc	R	T	L	E
5	1+79.95	16° 05' 05"	275.00'	127.52'	238.80'	28.13'	0.18'
6	3+60.65	0° 34' 52" (RT)	0' 25' 07"	1,683.40'	69.40'	138.80'	0.18'
7	6+03.33	19° 29' 38" (RT)	1' 55' 45"	2,739.40'	173.29'	346.11'	5.48'
8	12+66.34	19° 29' 38" (RT)	1' 55' 45"	2,970.04'	510.19'	1,010.51'	43.50'



Exhibit B

I-480/Granger Road Interchange Improvements

Preliminary Project Schedule

Updated 12/4/2020

Date	Milestone
1/4/2021	PROJECT START
4/3/2021	PURPOSE & NEED APPROVAL
4/3/2021	PUBLIC INVOLVEMENT PLAN APPROVAL
10/15/2021	SUBMIT FEASIBILITY STUDY
5/3/2021	PUBLIC INVOLVEMENT COMPLETED
11/14/2021	PREFERRED ALTERNATE APPROVAL
3/14/2022	STAGE 1 DESIGN APPROVAL
7/22/2022	STAGE 2 DESIGN APPROVAL
10/20/2022	FINAL RW PLAN APPROVAL
11/19/2022	NEPA DOCUMENT APPROVAL
11/21/2022	BEGIN R/W ACQUISITION
9/15/2023	STAGE 3 DESIGN APPROVAL
12/14/2023	FINAL TRACINGS APPROVAL
11/20/2023	END R/W ACQUISITION
2/17/2024	BEGIN CONSTRUCTION
9/8/2025	END CONSTRUCTION