January 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 *NEW YEAR'S DAY* 	*2*
3	*4*	*5* COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, UTILITIES 6:00	*6* PLANNING COMMISSION 7:00 CAUCUS 6:45	*7*	*8*	*9*
10	*11* CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	*12*	*13*	*14*	*15*	*16*
17	*18* *MARTIN LUTHER KING., JR DAY*	*19* COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE AND SAFETY 6:00	*20* PLANNING COMMISSION 7:00 CAUCUS 6:45	*21*	*22*	*23*
24	*25*	*26* REC BOARD 6:00	*27*	*28* BZA 7:00 CAUCUS 6:45	*29*	*30*
31						

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

NORTH ROYALTON CITY COUNCIL
A G E N D A
JANUARY 5, 2016

7:15 p.m. Caucus | Council Meeting 7:30 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.

2. Opening Ceremony (Pledge of Allegiance).

3. Roll Call.

4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.

   a. Approval of Minutes: December 15, 2015.
   b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).

5. Communications.

6. Mayor's Report.

7. Department Head Reports.

8. President of Council's Report.

9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Gary Petrusky
Storm Water	Dan Langshaw
Streets	Steve Muller
Utilities	Paul Marnecheck

10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck

11. Public Discussion: Five minute maximum, on current agenda legislation only.

12. LEGISLATION

FIRST READING CONSIDERATION

* 1. **16-01** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF BRUCE G. CAMPBELL TO SERVE AS DIRECTOR OF PUBLIC SAFETY FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

* 2. **16-02** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF NICK CINQUEPALMI TO SERVE AS DIRECTOR OF PUBLIC SERVICE AND PROPERTIES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

* 3. **16-03** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF LORETTA A COYNE AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

* 4. **16-04** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF ERIC DEAN TO SERVE AS DIRECTOR OF FINANCE FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*5. **16-05** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS J. JORDAN TO SERVE AS DIRECTOR OF COMMUNITY DEVELOPMENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*6. **16-06** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS A. KELLY TO SERVE AS LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*7. **16-07** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DAN KULCHYTSKY TO SERVE AS BUILDING COMMISSIONER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*8. **16-08** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES MARNIELLA TO SERVE AS MAGISTRATE OF MAYOR'S COURT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*9. **16-09** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES J. MCDONNELL TO SERVE AS SECOND ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*10. **16-10** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JASON SWIM TO THE POSITION OF RECREATION DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*11. **16-11** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF TIMOTHY M. TIGUE TO SERVE AS WASTEWATER SUPERINTENDENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*12. **16-12** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DARLENE J. THOMAS TO SERVE AS THE MAYOR'S EXECUTIVE ASSISTANT/CLERK OF COURTS FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*13. **16-13** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DONNA M. VOZAR TO SERVE AS ASSISTANT LAW DIRECTOR/FIRST ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

*14. **16-14** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JUDITH WILLEY TO SERVE AS DIRECTOR OF OFFICE ON AGING/HUMAN SERVICES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

15. **16-15** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE (FOP), LODGE 15, AND DECLARING AN EMERGENCY.

16. **16-16** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS, INC. FOR THE WWTP "A" INFLUENT PUMP STATION ESDC CONSULTING SERVICES, AND DECLARING AN EMERGENCY.

17. **16-17** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS, INC. FOR THE WWTP "B" SCREW PUMPS CONSULTING SERVICES, AND DECLARING AN EMERGENCY.

13. Miscellaneous.

14. Adjournment.

ORDINANCE NO. 16-01 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF BRUCE G. CAMPBELL TO SERVE AS DIRECTOR OF PUBLIC SAFETY FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Public Safety is an appointive position; and

WHEREAS: The Mayor has appointed Bruce G. Campbell to the position of Director of Public Safety; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Bruce G. Campbell to the position of Director of Public Safety for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Public Safety is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-02 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF NICK CINQUEPALMI TO SERVE AS DIRECTOR OF PUBLIC SERVICE AND PROPERTIES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Public Service and Properties is an appointive position; and

WHEREAS: The Mayor has appointed Nick Cinquepalmi to the position of Director of Public Service and Properties; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Nick Cinquepalmi to the position of Director of Public Service and Properties for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Public Service and Properties is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-03 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF LORETTA A COYNE AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Public Defender is an appointive position; and

WHEREAS: The Mayor has appointed Loretta A. Coyne as Public Defender; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Loretta A. Coyne as Public Defender for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Ms. Coyne's professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Public Defender is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Ordinance No. 16-03
Exhibit A

AGREEMENT

This Agreement is entered into this __ day of _____, 2016, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Loretta A. Coyne, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "City Public Defender").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of City Public Defender be created and that said position shall be an appointive one pursuant to Section 290.02(b) and it is the desire of Council, to have a contractual relationship with the City Public Defender; and

WHEREAS, the Mayor has appointed Loretta A. Coyne as City Public Defender.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, Loretta A. Coyne, shall serve as City Public Defender.

The City Public Defender shall defend all persons who are charged by the City of North Royalton with a misdemeanant or felony offense in either the Mayor's Court or Parma Municipal Court and who qualify for appointment of indigent counsel providing that the City Public Defender, himself, does not have a conflict of interest in such representation. The City Public Defender shall provide representation in Mayor's Court and Parma Municipal Court only. Said representation shall cease when and if said defendant is bound over to the grand jury or to the Common Pleas Court, when the case is dismissed or there is an adjudication of guilt or non-guilt. Said representation shall not be compensated beyond handling such matters in the trial court level. Said representation does not extend to appeals to the Court of Appeals or other superior court above the Mayor's Court or Municipal Court.

For services outlined above, the City Public Defender shall receive a salary in an amount as provided by Ordinance of Council. The salary shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the respective contribution to OPERS by the Parties.

The City Public Defender may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the City Public Defender at his or her office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of a majority of the Members of City Council.

In the event that Council enacts legislation that eliminates the position from the complement and /or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

_____	_____
Mayor Robert A. Stefanik	Loretta A. Coyne Attorney at Law

ORDINANCE NO. 16-04 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF ERIC DEAN TO SERVE AS DIRECTOR OF FINANCE FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Finance is an appointive position; and

WHEREAS: The Mayor has appointed Eric Dean to the position of Director of Finance; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Eric Dean to the position of Director of Finance for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Finance is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-05 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS J. JORDAN TO SERVE AS DIRECTOR OF COMMUNITY DEVELOPMENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Community Development is an appointive position; and

WHEREAS: The Mayor has appointed Thomas J. Jordan to the position of Director of Community Development; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Thomas J. Jordan to the position of Director of Community Development for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Community Development is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-06 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS A. KELLY TO SERVE AS LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Law Director is an appointive position; and

WHEREAS: The Mayor has appointed Thomas A. Kelly to the position of Law Director; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby confirms the appointment of Thomas A. Kelly as Law Director for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Kelly's professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Law Director is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Ordinance No. 16-06
Exhibit A

LAW DIRECTOR'S CONTRACT

This Agreement is entered into this ___ day of _____, 2016 by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Thomas A. Kelly, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Law Director").

ARTICLE 1

SERVICES TO BE PERFORMED BY LAW DIRECTOR

A. The Law Director shall receive a base salary in an amount as provided by Ordinance of Council, plus a monthly allowance of $100.00 for secretarial and office expenses.

The Law Director shall have the option of receiving healthcare benefits to include medical, dental and eye care, the premiums which shall be fully paid for by the City, or under such terms and conditions as provided to full time employees.

The base salary shall be paid on a monthly basis commencing upon the effective date of this agreement, and the amounts shall be subject to the respective contributions to OPERS by the Parties. In consideration for the above compensation and benefits, the Law Director shall perform the following services:

1. Provide counsel to the Council, Planning Commission, Board of Zoning Appeals, and Charter Review Commission including attendance at all regular, adjourned, special meetings, any caucus conducted before said meetings; and all executive sessions of Council, Planning Commission and Charter Review Commission; and

2. Prepare all legislation for the City, excepting legislation prepared by Council approved special counsel; and

3. Review all legislation for the City; and

4. Provide legal counsel to the Mayor, Council, City department heads, and boards and commissions; and

5. Serve as Chief Prosecutor for all criminal, traffic or administrative matters incidental to the enforcement of any of the codified criminal or traffic ordinances of the City or the laws of the State of Ohio; and

6. Supervise other members of the law department, subordinate counsel and all outside counsel; and
7. Attend Charter Review Commission and Planning Commission meetings; and

8. Oversee and adhere to the approved Law Department portion of the approved Appropriation Ordinance. Law Director shall be entitled to request additional appropriation as justified subject to approval by council.

B. 1) The Law Director and Assistant Prosecutors shall be entitled to compensation for services performed by any member of the Law Department not covered by the base salary. The Law Director and Prosecutors shall be entitled to be paid at an hourly rate for said services according to the following schedule:

Law Director	$75.00 per hour
First Assistant	$65.00 per hour

2) The Law Director and Assistant Prosecutors shall submit itemized bills on a monthly basis to the City Finance Director. Said billings shall be itemized detailing the identity of the person who performs each work item and shall be in increments of one-quarter of an hour not to exceed one hundred twenty (120) billable hours per month except that in no event shall the hourly billings exceed 1066 billable hours per calendar year. It is agreed and understood that payment for services shall not exceed $80,000.00 in any given calendar year.

3) The payment for services limitation amount (hourly rate, number of billable hours, and dollar amount limitation) is subject to annual review and may be adjusted by timely request from the Law Director, approval of the Mayor and approval of a majority of Council by motion at any regular meeting or special meeting. Any change in this amount shall be reduced to writing as an addendum hereto and signed by the Law Director, Mayor, President of Council, and Director of Legislative Services.

4) In the event that the Law Director's hours exceed the annual hourly limitation appropriated in any calendar year during the term of this agreement, it is understood that no compensation beyond the amount stated or subsequently agreed to in paragraph B(1) above per calendar year shall be due or paid for said calendar year.

5) The services subject to hourly compensation are:

a. Representation of the City (including any elected official, officer, director, employee or agent acting in their official capacity) in all civil litigation, administrative hearings including but not limited to labor, disciplinary, zoning (except at Planning Commission and BZA meetings only), workers compensation, or subsequent appeals; disciplinary procedures, including collective bargaining agreement procedures and/or arbitration procedures and/or mediation procedures, suits or other proceedings instituted by or against the City (including any elected official, officer, director, employee or agent) in any court of record or any governmental agency, threatened or anticipated litigation, and including any subsequent appeals.

b. At the request of a Council member, attend any regular or special meetings conducted

by the various Council Committees; or attend any meetings of any other municipal boards or commissions; attendance at meetings of the Charter Review Commission, Planning Commission, and BZA is excluded from compensation; and

c. Upon approval of Council by majority vote on motion at any regular meeting or special meeting, any other legal services not specifically designated to be covered under the Law Director's base salary.

ARTICLE 2

MISCELLANEOUS PROVISIONS

A. The Law Director shall require, whenever possible, all litigation expenses including but not limited to court costs, electronic research, deposition costs, expert witness fees, exhibit preparation expenses, arbitration or mediation fees, arbitrator or mediator fees and court reporter fees to be billed directly to and paid by the City Finance Department.

B. The Law Director may employ, with the approval of Council by ordinance, other licensed attorneys and/or other reputable law firms to represent the City in legal matters requiring such representation at a flat fee or hourly rate that conforms to the legal fee policy of the municipality and which is subject to the approved appropriation ordinance limitation. Further, other law firms may represent the City when such representation is provided by an insurance carrier of the City for appropriate litigation matters.

C. The Law Director may designate one or more licensed, practicing attorneys of the Law Department to attend the meetings of either Council, Council committees or other municipal boards or commissions when the Law Director is otherwise unavailable.

D. The Law Director may terminate this agreement upon service to the Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination. The City may terminate this agreement, without cause, upon serving written notice to the Law Director at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of two-thirds (2/3) of the Members of City Council and approval of the Mayor.

E. This agreement shall be construed and governed by Ohio law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

_____	_____
Mayor Robert A. Stefanik	Thomas A. Kelly Attorney at Law

ORDINANCE NO. 16-07 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DAN KULCHYTSKY TO SERVE AS BUILDING COMMISSIONER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Building Commissioner is an appointive position; and

WHEREAS: The Mayor has appointed Dan Kulchytsky to the position of Building Commissioner; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Dan Kulchytsky to the position of Building Commissioner, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Building Commissioner is an appointive one and it is immediately necessary to provide for the appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-08 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES MARNIELLA TO SERVE AS MAGISTRATE OF MAYOR'S COURT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Magistrate of Mayor's Court is an appointive position; and

WHEREAS: The Mayor has appointed James Marniella to the position of Magistrate of Mayor's Court; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby confirms the appointment of James Marniella as Magistrate of Mayor's Court for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Marniella's professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Magistrate of Mayor's Court is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Ordinance No. 16-08
Exhibit A

MAGISTRATE'S AGREEMENT

This Agreement is entered into this _____ day of _____, 2016, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio (hereinafter "the State") and duly organized and validly existing under the Constitution and Laws of the State and James A. Marniella, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Magistrate").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of Mayor's Court Magistrate be created and that said position shall be an appointive one. It is the desire of the Mayor and Council to have a contractual relationship with the Magistrate; and

WHEREAS, the Mayor has appointed James A. Marniella as Magistrate of North Royalton Mayor's Court which appointment has been confirmed by an Ordinance of Council.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, James A. Marniella, shall serve as Magistrate of the North Royalton Mayor's Court

The Magistrate's duties shall be to preside as Magistrate over all legal matters filed with the North Royalton Mayor's Court. The Magistrate shall have all powers conferred upon him by Chapter 1901 et seq. of the Ohio Revised Code, the Ohio Constitution or any other chapter or section of the Ohio Revised Code or rule of the Ohio Supreme Court or Rules of Superintendence of the Courts of Ohio or any other applicable law or rule.

The Magistrate shall be certified prior to taking his oath of office and prior to assuming any duties as Magistrate as required by the Ohio Legislature and/or the Ohio Supreme Court and shall maintain such certification in good standing throughout his tenure as Magistrate of North Royalton Mayor's Court. All such forms verifying such certification shall be provided by the Magistrate to the Mayor's Secretary in a reasonable and timely fashion and same shall be maintained in accordance with the Laws of Ohio and the Rules of the Ohio Supreme Court.

The Magistrate shall, in consultation with and with prior approval of the Mayor, establish such policies, programs and procedures that are within the budget of the Court established by City Council and consistent with Ohio Law and/or the directives of the Ohio Supreme Court.

For services outlined above, the City shall pay to the Magistrate a salary in an amount as provided by Ordinance of Council. The Magistrate shall be paid in equal monthly installments said payments being made by the fifth day of each month for services rendered in the prior month. The Magistrate's monthly installment shall be reduced by a pro rata share of the salary equal to one week for excessive absences which are defined as more than three absences in a quarter or more than one absence per month.

The Magistrate may terminate this agreement upon service to the Mayor a written notice of termination/resignation not less than sixty (60) days prior to the effective date of resignation/termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the Magistrate at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of-a majority of the Members of City Council.

In the event that Council enacts legislation that eliminates the position from the complement and /or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

_____
Mayor Robert A. Stefanik

_____
James A. Marniella
Attorney at Law

Date: _____

Approved as to form:

_____
Thomas Kelly
Law Director

ORDINANCE NO. 16-09 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES J. MCDONNELL TO SERVE AS SECOND ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Second Assistant Prosecutor is an appointive position; and

WHEREAS: The Mayor has appointed James J. McDonnell to the position of Second Assistant Prosecutor; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby confirms the appointment of James J. McDonnell as Second Assistant Prosecutor for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. McDonnell's professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Second Assistant Prosecutor is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Ordinance No. 16-09
Exhibit A

AGREEMENT

This Agreement is entered into this _____ day of _____, 2016, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and James J. McDonnell, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Second Assistant").

WHEREAS, Section 236.03 of the Codified Ordinances of the City of North Royalton specifies that the position of Second Assistant Prosecutor shall be an appointive one and it is the desire of Council, in addition to the North Royalton Charter provisions, to have a contractual relationship with the Second Assistant Prosecutor which will cover such matters as compensation, duties, termination of contract and other matters of like nature; and

WHEREAS, the Mayor has appointed James J. McDonnell as Second Assistant Prosecutor.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That James J. McDonnell shall serve as Second Assistant Prosecutor of the City.

The Second Assistant Prosecutor shall be under the supervision of the First Assistant Prosecutor and shall assist the First Assistant Prosecutor in prosecuting all criminal violations of City ordinances and State statutes in the Mayor's Court and courts of record, as well as violations of the Building Code, the Zoning Code, sanitary sewer and sewer rental charge ordinances and the Municipal Income Tax. Further, the Second Assistant Prosecutor shall perform such other duties as assigned by the Mayor, Law Director, or First Assistant Prosecutor, including, but not limited to, giving advice to residents, conducting Prosecutor's hearings and hearing and reviewing complaints referred by City enforcement officials.

For services outlined above, the Second Assistant Prosecutor shall receive a salary in an amount as provided by Ordinance of Council. The salary shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the contribution to OPERS by the Parties.

The Second Assistant may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the Second Assistant at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of a majority of the Members of Council.

In the event that Council enacts legislation that eliminates the position from the complement and /or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

_____	_____
Mayor Robert A. Stefanik	James J. McDonnell Attorney at Law

ORDINANCE NO. 16-10 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JASON SWIM TO THE POSITION OF RECREATION DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Recreation Director is an appointive position; and

WHEREAS: The Mayor has appointed Jason Swim to the position of Recreation Director; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Jason Swim to the position of Recreation Director for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Recreation Director is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-11 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF TIMOTHY M. TIGUE TO SERVE AS WASTEWATER SUPERINTENDENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Wastewater Superintendent is an appointive position; and

WHEREAS: The Mayor has appointed Timothy M. Tigue to the position of Wastewater Superintendent; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Timothy M. Tigue to the position of Wastewater Superintendent for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Wastewater Superintendent is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-12 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DARLENE J. THOMAS TO SERVE AS THE MAYOR'S EXECUTIVE ASSISTANT/CLERK OF COURTS FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Mayor's Executive Assistant/Clerk of Courts is an appointive position; and

WHEREAS: The Mayor has appointed Darlene J. Thomas to the position of Mayor's Executive Assistant/Clerk of Courts; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Darlene J. Thomas to the position of Mayor's Executive Assistant/Clerk of Courts for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Mayor's Executive Assistant/Clerk of Courts is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-13 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DONNA M. VOZAR TO SERVE AS ASSISTANT LAW DIRECTOR/FIRST ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Assistant Law Director/First Assistant Prosecutor is an appointive position; and

WHEREAS: The Mayor has appointed Donna M. Vozar to the position of Assistant Law Director/First Assistant Prosecutor; and

WHEREAS: Council confirms the various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby confirms the appointment of Donna M. Vozar as Assistant Law Director/First Assistant Prosecutor for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Assistant Law Director/First Assistant Prosecutor is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-14 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JUDITH WILLEY TO SERVE AS DIRECTOR OF OFFICE ON AGING/HUMAN SERVICES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Office on Aging/Human Services is an appointive position; and

WHEREAS: The Mayor has appointed Judith Willey to the position of Director of Office on Aging/Human Services; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Judith Willey to the position of Director of Office on Aging/Human Services for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Office on Aging/Human Services is an appointive one and it is immediately necessary to provide for this appointment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 16-15 INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE (FOP), LODGE 15, AND DECLARING AN EMERGENCY

WHEREAS: Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police (FOP), Lodge 15, as the bargaining representative for certain members of the various departments in the city; and

WHEREAS: Such negotiations have provided a tentative agreement between the parties; and

WHEREAS: Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police (FOP), Lodge 15 pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the city, the foregoing Ordinance is required at the earliest possible time.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AGREEMENT

between

THE CITY OF NORTH ROYALTON

and

FRATERAL ORDER OF POLICE, LODGE 15
(CORRECTION OFFICERS CHAPTER)

EFFECTIVE: January 1, 2016
EXPIRES: December 31, 2017

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, hereinafter referred to as the "Employer" and Fraternal Order of Police, Lodge 15 (Correction Officers Chapter) hereinafter referred to as the "Union."

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton. Ohio; 4) To avoid interruption or interference with the efficient operation of the Employers business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and part-time Correction Officers employed by the City of North Royalton. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

4.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to Fraternal Order of Police, Lodge 15 as soon as possible, but not later than seven (7) days from the date of making said deductions.

4.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V FAIR SHARE FEE

5.01 All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

5.02 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

5.03 The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

5.04 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

5.05 The City shall provide each newly hired bargaining unit employee with a copy of Fraternal Order of Police, Lodge 15 fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by Fraternal Order of Police, Lodge 15 to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Fraternal Order of Police, Lodge 15 Regional Office.

5.06 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's fair share fee (agency/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provide by the FOP to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining union employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the FOP 15 lodge office.

ARTICLE VI MANAGEMENT RIGHTS

6.01 Not by way of limitation of the following paragraph, but to only indicate the type

of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

6.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VII NO-STRIKE

7.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout, or their concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this article, provided that the Union meets all of its obligations under this article.

7.03 It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

7.04 The Employer agrees that it will not lock-out any employee for the duration of this Agreement.

ARTICLE VIII NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, national origin, age, sex or disability except as approved by the Ohio Civil Rights Commission.

8.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE IX LABOR-MANAGEMENT COMMITTEE

9.01 A Labor-Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, to discuss and make recommendations that:

a) Will further good relations between the parties;

b) Will eliminate or alleviate various problems that arise from time to time;

c) Will further safe working conditions in all areas;

d) Will improve efficiency in the operation of the jail facility; and

e) Will establish a line of communication between the parties for the benefit of all.

The requesting party shall provide prior notice of the proposed meeting, at the minimum of five (5) business days and a proposed agenda. The date and time to be agreed to by the parties.

ARTICLE X PART-TIME EMPLOYEES

10.01 Regular part-time employees shall only be entitled to receive uniform allowances, and sick leave as set forth in this Agreement and shall not be entitled to any other fringe benefits unless otherwise provided in this Agreement.

10.02 Part-time employees shall not receive any sick leave pay back options as set forth in this Agreement.

ARTICLE XI PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of two (2) years. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or

appeal procedure contained herein or to any Civil Service Commission. Should a newly hired corrections officer leave within one (1) year of the date of hire, a proportional rate (pro-rata) of repayment for the cost of the state mandated full service training academy shall be imposed and reimbursed by the employee.

11.02 In the event that the City creates or establishes any supervisory corrections officer position, all newly promoted employees will be required to serve a probationary period of one (1) year . An assignment or placement from part-time to full-time status shall not be construed as a promotion. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. In the event a part-time corrections officer becomes a full-time corrections officer there shall be a six (6) month probationary period with the same Employer rights as set forth in Section 11.01

11.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of this Article.

ARTICLE XII NEW AND CHANGED JOBS

12.01 In the event the Employer establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the Employer shall give written notice to the Union. upon written request by the Union, the Employer will meet and confer about including the new classification in the existing bargaining unit. If the parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Ohio Revised Code Chapter 4117, et seq.

ARTICLE XIII PROMOTIONS AND LATERAL TRANSFERS

13.01 When a vacancy occurs in either a full or part-time position(s) that the Employer intends to fill, the Employer will post a job announcement on the Union bulletin board for five (5) working days. The job announcement shall include job title, job description, full or part-time status, posting date, and application deadline. Interested employees within the bargaining unit may apply for the lateral transfer. If no bargaining unit member applies for the vacancy, the Employer shall have the right to fill position from outside bargaining unit.

13.02 Employees seeking a lateral transfer from within the same job classification to a different status, full or part-time shall have preference over any employees seeking a promotion to that job classification. If two or more employees seek a lateral transfer within the same job classification, the transfer will be awarded based upon merit, which shall be determined upon review of their annual evaluations and interview with the Chief of Police. The lateral transfer applicant who is awarded the lateral transfer will not be required to serve a further probationary period provided that the employee has already completed their initial probationary period. If an employee is on his initial probationary period, the Employer shall count that initial part of the probationary period for purposes of the promotion or lateral transfers probationary period.

13.03 Any employee seeking consideration must submit a written letter of intent supplied by the Employer to the Chief of Police on or before the application deadline. The Employer shall post the name(s) of the successful candidate, if any, on the Union Bulletin *Board* within five (5) working days after the posting deadline.

13.04 If the Employer decides to establish a new job classification or makes a substantial change(s) in the duties of an existing job classification within the bargaining unit, the Employer shall meet with the Union for purposes of negotiating the promotion procedure. The new promotion procedure shall include a provision for retention of seniority for employees who are returned to their former position. The Employer and the Union will also meet to negotiate a wage rate. If the parties cannot agree on the wage rate, the Employer shall implement a wage rate. In the event that the Employer and the Union are unable to reach an agreement, the Union may file a grievance at Step 3 of the grievance procedure. An Arbitrator shall have authority to establish a promotion procedure, only. Any promotion procedure mutually agreed to by the Employer and the Union or decided by the Arbitrator shall become part of this Agreement.

ARTICLE XIV SENIORITY

14.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Bargaining Unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

14.02 An employee's seniority shall be terminated when one (1) or more of the following occur

a) He resigns;

b) He is discharged for just cause;

c) He is laid-off for a period of time exceeding eighteen (18) months;

d) He retires;

e) He fails to report for work four (4) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;

g) He refuses to return or fails to report to work within fourteen (14) working days from the date the employee receives a recall notice, by certified mail.

14.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be the highest ranked test score from the Competitive Correction Officer Exam and if scores are equal, by the date the employee's application was received by the Employer. In the event no competitive examination is utilized, the City will determine seniority by date and time of the fully completed application.

14.04 The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department date of hire, and designation as to full-time or part-time status for each employee. The Employer shall provide the Local Union President and Chapter Chair with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

14.05 Seniority for part-time employees shall be on a pro-rata basis, with 2080 regular hours constituting one (1) full year of service. Part-time employees may exercise seniority rights only against other part-time employees and probationary employees.

14.06 Full-time employees who were formerly part-time City employees shall have their part-time City service counted for seniority purposes on a pro-rata basis. The former part-time service must be continuous and uninterrupted and this service must also be immediately concurrent with the full-time service to qualify. Part-time service shall be prorated on the basis of 2080 regular hours constituting one (1) full year of service.

ARTICLE XV DUTY HOURS

15.01 The regular work week for all full-time employees shall be eighty (80) hours bi-weekly on shifts of eight (8) hours per day. Regular part-time employees shall be scheduled as determined appropriate by the Employer. Employees shall not be scheduled to work double shifts as a part of the normal scheduling procedure. The Employer may implement a forty (40) hour workweek on shifts of ten (10) hours per day, according to Departmental needs.

15.02 An employee shall not normally be required to change scheduled duty hours once a schedule has been approved without five (5) days advance notice, or unless an emergency circumstance occurs. Employees may trade shifts with other employees with prior written approval of the Employer.

15.03 Work schedules must be provided to employees a minimum of five (5) days prior to the effective date of said schedule.

15.04 All shifts shall rotate on a regular basis, unless determined otherwise by the Chief of Police.

15.05 Any employee assigned and required to attend a job related school, seminar or training session, and attending such mandatory courses, shall be considered on duty during actual travel time, and be compensated at the appropriate rate.

15.06 Upon completion by City of hiring a complement of eight (8) full time correction officers, four (4) male and four (4) female; minimum shifts shall generally consist of one (1) male and one (1) female per shift.

ARTICLE XVI OVERTIME PAY

16.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of one and one-half (1 1/2) times for all hours actually worked in excess of eight (8) hours per day (8 hour shifts), or ten hours per day (10 hour shifts) or hours in excess of forty (40) hours per week for any shift. No employees shall accumulate more than one hundred twenty (120) hours of compensatory time. Time worked for purposes of overtime calculation shall include only vacation, holiday and compensatory time but shall exclude sick leave.

16.02 Employees shall be permitted to use accumulated compensatory time in increments of not less than one (1) hour with not less than one (1) days notice or in the case of emergency, at the Employers' discretion. Such compensatory time requests shall not be unreasonably denied.

16.03 Employees who are called in to work receive a minimum of three (3) hours of pay at the straight time rate or two (2) hours of pay at the overtime rate, providing such times do not abut the employee's regularly scheduled work day. The employees may elect to place this time into their compensatory time banks, subject to the maximum accrual as contained in Section 16.01. Employees shall receive a minimum of three (3) hours at the straight time rate or two (2) hours pay at the overtime rate, for court appearance required by the employer. Employees will not be required to stat the two (2) hours minimum by the Employer. Both are provided such times do not abut the employee’s regularly scheduled work day. The employees may elect to place this time into their compensatory time bank, subject to the maximum accrual as contained in Section 16.01.

16.04 If an employee is placed on standby status, that employee will receive a minimum of two (2) hours pay, or one (1) hour pay for every four (4) hours of such duty, whichever is greater.

ARTICLE XVII SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious injury, illness or death in the employee's immediate family.

17.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount. Part-time employees shall earn sick leave at the rate of twenty-four (24) hours per year starting on January 1 to December 31. Part-time employees may

accumulate sick leave hours to an unlimited amount.

17.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent, except in an emergency where such notification is beyond the control of the employee.

17.04 Sick leave may be used in segments of not less than one (1) hour.

17.05 The Chief of Police may require such proof of illness, injury or death as may be satisfactory to him, (e.g., obituary notice from a newspaper) or may require the employee to be examined by a physician designated by the Chief of Police and paid by the Employer. In the event, an employee is absent for more than three (3) consecutive days, said employee must supply a physician's report to be eligible for paid sick leave. Such requirement shall not be imposed in an arbitrary or capricious manner.

17.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered as unauthorized leave and shall be without pay.

17.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

17.08 The Chief of Police may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

17.09 When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children unless the employee has no spouse in which case the employee's parents shall be included in the immediate family. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee’s parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

17.10 An employee who transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

17.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31 of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that

year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount The option to cash out one-third time or to accumulate two-thirds must be made immediately after December 31. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

17.12 When an employee is unable to work due to a serious illness or injury and has used all available accumulated leave, the City may permit any other bargaining unit member(s), at that employee's discretion, to transfer their accumulated sick leave from their own account to that of the employee without any accumulated leave. Such transfers shall not count as sick leave usage of the employee donating the leave for purposes of this Agreement.

ARTICLE XVIII TRAINING INCENTIVE

18.01 Any employee who is assigned by the Employer to review and evaluate a trainee's work shall receive one-half (1/2) hour overtime pay for each eight hours of work acting in such training capacity.

18.02 The City shall provide an annual renewal of CPR, AED, and First Aid for all employees.

ARTICLE XIX INJURY LEAVE

19.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost wages, i.e., temporary total disability, and shall sign a waiver assigning to the City all sums received by the employee from Workers Compensation for lost wages to a maximum of ninety (90) days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation ultimately denies benefits to the employee, after the employee has exhausted all available appeals and administrative remedies provided under the Worker Compensation Act, then the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future. The ninety (90) day provision contained in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries.

19.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the Employers sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

19.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

19.04 If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the City, at its discretion, and if the City has suitable work for such employee, may assign the employee to light duty work.

19.05 All employees are subject to the City's Transitional Work Program policy.

ARTICLE XX FAMILY & MEDICAL LEAVE

20.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance. Any employee on an unpaid family medical leave of absence shall not earn vacation leave or other fringe benefits. Any employee on an unpaid family medical leave of absence, i.e., exhausted all paid leaves, shall not earn vacation holidays, sick leave, or any other contractual time off benefit.

20.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

20.03 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section .01 if the leave is taken:

(1) For the birth of the employee's son or daughter or to care for the child after birth;

(2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or

(3) To care for the employee's parent with a serious health condition.

ARTICLE XXI JURY DUTY

21.01 Any regular full or permanent part time employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary for any work time lost, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, per current practice.

ARTICLE XXII MILITARY LEAVE

22.01 In accordance with state and federal law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave, as set forth in the Ohio Revised Code. However, the employee shall surrender his military leave pay to the Employer up to his regular rate of pay and shall receive up to 176 hours of pay annually, or up to 31 days, whichever is greater, at his normal rate of pay.

ARTICLE XXIII UNION LEAVE

23.01 Duly elected Union delegates or alternates shall be granted time off without pay, not to exceed five (5) days, per calendar year for entire bargaining unit, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall not be unreasonably denied but shall be limited according to the operational needs of the Employer.

ARTICLE XXIV FUNERAL LEAVE

24.01 An employee shall be granted time off with pay without deduction from a sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sisters, parents-in-law, or grandparents. or person in loco-parentis.

24.02 Funeral leave may be extended, upon approval, with the use of holidays, vacation days, sick days or compensatory days.

ARTICLE XXV UNPAID LEAVES OF ABSENCE

25.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education

purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

25.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the Chief of Police not later than fifteen calendar days as defined in Section 49.02 prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

25.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

25.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

25.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

25.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave and may, at the Employers discretion, be subject to disciplinary action, including discharge.

ARTICLE XXVI APPLICATION FOR LEAVE OF ABSENCE

26.01 All leaves of absence without pay and any extension thereof must be applied for in writing to the Chief of Police or his designee, on forms supplied by the Employer, at least fifteen (15) calendar days as defined in Section 49.02 prior to the proposed commencement of the leave except in serious or unusual circumstances, as determined by the Employer. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

ARTICLE XXVII HOLIDAYS

27.01 All full-time employees shall receive the following paid holidays:

New Years Day	Employee's Birthday
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Days (9)*

*(Nine (9) personal days shall be defined as 72 hours)

27.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled, unless specifically excused by the Chief of Police, on a prior approved vacation, or any type of paid leave excluding sick leave.

27.03 When the above holidays (excluding personal days) fall on a Saturday, the preceding Friday shall be observed as the holiday; when such holidays fall on a Sunday, the immediately following Monday shall be observed as the holiday by all employees normally working a Monday through Friday workweek.

27.04 Any full or part-time employee required to work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Years' Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

27.05 If any of the above fixed holidays occur when the employee is on vacation, the employee shall be entitled to an additional day off at his regular hourly rate of pay.

27.06 The "personal days" may be taken at the discretion of the employee, provided he receives advance approval from the Chief of Police. Personal days only may be taken in segments of not less than four (4) hours.

27.07 The personal days listed in Section 27.01 must be used in the calendar year, or if unused, will be paid in the first pay period in February each year at the prior year's rate of pay (year in which personal days were earned and unused).

27.08 Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief of Police as to when they may be taken.

ARTICLE XXVIII VACATIONS

28.01 All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Full-Time Service	Weeks
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

28.02 Earned vacation shall be awarded on the employee's anniversary date but will be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

28.03 Vacation time shall be taken at a time approved of by the Chief of Police with the Chief of Police having the right to assign vacation time in those cases where employee(s) fail to take their vacation.

28.04 An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another department should he elect such a transfer.

28.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief of Police and Mayor.

28.06 Any employee of the Employer who was hired prior to January 1, 1989, and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed to transfer his length of full-time service credit to his length of full-time service credit with the Employer.

28.07 An employee may use one-half (1/2) of his or her vacation time in a single day (eight hours) increments, up to a maximum of ten (10) days. The remainder shall be used in increments of not less than five (5) days, unless otherwise approved; which approval the employee must request at least twenty-four (24) hours in advance. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief and the Mayor except as provided by Section 28.09.

28.08 For all vacation requests made during the first quarter of the calendar year, seniority will govern. After that time, vacations will be scheduled on a first come, first served basis.

28.09 Employees must use at least two (2) weeks of vacation leave each year. The employee may convert up to one week (40 hours) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

ARTICLE XXIX LAY-OFF AND RECALL

29.01 Where, because of lack of work, lack of funds or reorganization, resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Chapter Chair or his designee no less than twenty-one (21) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reduction shall be made in accordance with the provisions hereinafter set forth.

29.02 Full-time employees within affected classifications shall be laid off according to their relative seniority with the least senior employee being laid off first, providing that all students, temporary, seasonal, part-time and probationary full-time employees within the affected classifications are laid off first.

29.03 Employees who are laid off from one classification may displace (bump) another employee with lesser seniority within the bargaining unit,

29.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority.

29.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

29.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer.

29.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

29.08 Notice of recall shall be sent to the employee's address listed on the Employers records and shall be sent by certified mail. An employee who refuses recall or does not report for work within fourteen (14) days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

29.09 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

29.10 Each notice of lay-off shall contain the following information:

1) The reason for lay-off or displacement;

2) The date of lay-off or displacement becomes effective;

3) A statement advising the employee of the right to recall and re-employment.

29.11 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

29.12 In the event a job opening occurs in a lower rated classification, the most senior employee on lay off will be recalled and given the option of accepting the job-or-not, provided he has the ability and qualifications, as determined by the Employer, to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

29.13 Recall lists shall be kept current by the Employer. The Chapter Chair shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer.

ARTICLE XXX INSURANCE

30.01 The Employer shall provide each full time employee with either individual or family coverage, as appropriate, with medical, vision, and dental coverage as selected by the Employer.

30.02 Effective January 1, 2016 and thereafter employee contribution for family coverage shall be 12% of the health insurance premium per month, in 2016 the employee contribution not to exceed $160 per month, in 2017 not to exceed $180 per month. The employee contribution for individual coverage shall be 12% of the health insurance premium per month, in 2016 not to exceed $60 per month, in 2017 not to exceed $66 per month**.**

All employees shall complete the Health Risk Assessment/wellness program.

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

30.03 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars ($15,000.00) for each employee.

30.04 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

ARTICLE XXXI WAGES

31.01 Effective January 1, 2016, all employees will be paid in accordance with the following rates of pay:

	Step 1	Step 2	Step 3
Corrections Officer	$16.48	$19.18	$20.72
Lead Corrections Officer	$29.16	$31.30	$33.46

31.02 Effective January 1, 2017, all employees will be paid in accordance with the following rates of pay throughout the year:

	Step 1	Step 2	Step 3
Correction Officer	$16.81	$19.56	$21.14
Lead Corrections Officer	$29.74	$31.93	$34.13

31.03 deleted

31.04 All newly hired employees shall be paid at the Step 1 rate during their probationary period (1st year) and moved to Step 2 of the next year following completion of their 1st year of employment. Following completion of their 2nd year of employment and completion of their probationary period, employee's move to Step 3.

31.05 All full time employees who have completed their probationary-period shall be paid an annual professional wage supplement of One Thousand Five Hundred Dollars ($1,500.00). All part time employees who have completed their probationary period shall be paid Seven Hundred Fifty $750.00 under this provision. To be eligible for this provision, each employee shall have completed both of the following: Basic Corrections Academy (OPOTA) or its equivalent to be determined in the discretion of the Employer, and INTOXILYZER training (operation of the BAC machine). This professional wage supplement will be paid annually in the first pay period in February in a lump sum amount

31.06 In the event that the lead correction officer is absent from duty for a period greater than three (3) consecutive business days, the employee assigned to perform those duties shall be paid an additional $1.75 per hour.

ARTICLE XXXII PENSION "PICKUP"

32.01 As permitted by the Internal Revenue Service and Public Employees Retirement System, the Employer agrees to continue to implement the "salary reduction" method for pension

"pick-up".

ARTICLE XXXIII LONGEVITY

33.01 All employees will be awarded longevity payments at the rate of one hundred dollars ($100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity-schedule.

5th Anniversary	$ 500.00	13th Anniversary	$1,300.00
6th Anniversary	$ 600.00	14th Anniversary	$1,400.00
7th Anniversary	$ 700.00	15th Anniversary	$1,500.00
8th Anniversary	$ 800.00	16th Anniversary	$1,600.00
9th Anniversary	$ 900.00	17th Anniversary	$1,700.00
10th Anniversary	$1,000.00	18th Anniversary	$1,800.00
11th Anniversary	$1,100.00	19th Anniversary	$1,900.00
12th Anniversary	$1,200.00	20th Anniversary or more	$2,000.00

21st Anniversary	$2,100.00
22nd Anniversary	$2,200.00
23rd Anniversary	$2,300.00
24th Anniversary	$2,400.00
25th Anniversary	$2,500.00

ARTICLE XXXIV UNIFORM ALLOWANCE

34.01 Each active full-time, non-probationary employee shall receive an annual uniform allowance in the amount Eight hundred fifty dollars ($850.00) be paid in two equal installments in the first pay period in January and July each year. Each part-time employee with at least one year of service shall receive an annual uniform allowance in the amount of one-half (1/2) full-time allowance ($425.00) and payable as provided for full-time employees.
For calendar year 2013 only, the employee will receive the full annual allowance noted above, less the uniform allowance paid to them in January 2013.

34.02 Within thirty (30) days of their date of hire, all newly hired full and part-time probationary employees shall be paid their respective annual uniform allowance. In the event a part-time employee, for any reason leaves the employ of the City within one (1) year of hire, said

part-time employee shall be required to return all uniform/equipment which were purchased with uniform allowance funds to the city. In the event a full-time employee, for any reason leaves the employ of the City within one (1) year of hire, said full-time employee shall be required to reimburse the city a prorated amount of the paid uniform allowance based on the number of months actually worked after their start of employment (i.e. if an employee leaves the employ of the City after working eleven (11) months, he/she shall reimburse the City one-twelfth [1/12] of the uniform allowance). Said reimbursement will be calculated and deducted from the employee's final paycheck.

34.03 Items of equipment or clothing which are damaged or destroyed in the line of duty and are necessary to job performance, shall be replaced or repaired at the Employer's expenses not to exceed one hundred fifty dollars ($150.00) per year for full-time employees and seventy-five dollars ($75.00) for part-time employees per year. Said replacement or repair will be made only after the approval of the chief. Items of clothing or equipment paid for by the Employer through an individual's uniform allowance shall be exempt from this provision.

ARTICLE XXXV EDUCATIONAL INCENTIVE AND SCHOOL COST

35.01 An employee who has received an Associate Degree in Law Enforcement, Sociology, Psychology and/or any related field, as solely approved by the Chief, or higher shall receive additional pay in the amount of five hundred dollars ($500.00), annually, which shall be payable in the last pay period in November of each year.

35.02 The Employer will reimburse full and part-time employees for approved training and seminar expenses where directed by Employer.

ARTICLE XXXVI MISCELLANEOUS

36.01 In the instance where the Employer requires an employee to submit to a physical or psychological examination, or any other medical test where the results are being supplied to the Employer and placed in the employee's personnel file, qualified medical personnel will conduct the examination. The examination will be paid for by the Employer and a copy of the results of the examination will be given to the employee tested.

36.02 The Employer agrees to provide one (1) lockable employee bulletin board in North Royalton Correctional Facility.

36.03 The Union shall provide the Employer with a key to the bulletin board. The bulletin board shall be located near the employee reporting areas.

36.04 Notices or postings shall not contain anything of a local, political or derogatory nature reflecting upon the Employer, any of its employees or officers, or the labor organization.

36.05 Copies of all material to be posted shall be provided to the Employer at the time

of posting.

36.06 The Employer will also provide the Union a mail slot at the North Royalton Correctional Facility, if such slot is available.

36.07 Any full or part-time employee required to use their own vehicle in the performance of their job shall be reimbursed by the Employer at the prevailing IRS reimbursement rate by the Employer for each mile driven.

36.08 Meal allowances shall only be payable when a full or part-time employee is away for the four (4) middle hours of the day shift or stays overnight and when meals are not being provided by another entity.

36.09 Bargaining unit members may perform secondary employment details after first having obtained prior written approval from the Mayor, which approval shall not be unreasonably denied.

36.10 The parties shall share equally in the cost of printing this contract.

36.11 Before any change in policies, procedures, rules or regulations are made, the Union will be given one (1) week prior notice of any such changes, except in emergencies.

ARTICLE XXXVII DRUG TESTING

37.01 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

37.02 The Employer may, at its discretion, implement a drug testing procedure for controlled substances for all employees, providing such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

37.03 All employees may be required to submit to a drug test on an annual basis and shall be subject to one (1) random drug tests per year, provided such random test is not done for discriminatory purposes. Prior to any test being administered the Union and the employees affected shall be informed of which specific drugs are to be tested.

37.04 All laboratory and other fees shall be paid by the Employer as well as the time spent taking the drug test if the employee is off duty.

37.05 The testing procedure established shall protect the employee's individual privacy, insure the accountability and integrity of specimens, insure non-discriminatory testing procedure

and shall be conducted at a professional laboratory capable of administering such testing.

37.06 All positive screening tests shall be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

37.07 The results of all initial screening and confirmation test shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action or for the Employee Assistance Program referral.

37.08 An employee who tests positive for substance abuse shall be referred to the Employee Assistance Program provided in Article XXXVIII herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

ARTICLE XXXVIII EMPLOYEE ASSISTANCE PROGRAM

38.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee may be subject to disciplinary action up to and including discharge.

38.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employers discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

38.03 This Article shall not operate to limit the Employers right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employers right to impose discipline up to and including discharge. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE XXXIX UNION REPRESENTATION

39.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when-the regular Steward is absent from work. The Union shall notify the Employer, in writing, of its selections.

39.02 The Employer shall recognize one (1) Steward and two (2) Alternate Stewards. The Steward shall be recognized when the regular Steward is absent or otherwise not available.

39.03 The Union Chapter Chair, Chapter Secretary, Stewards and Alternates shall be allowed reasonable time to address matters set forth in paragraph .01, above, and the Chapter Chair may attend to Union matters, not to exceed two (2) hours per month, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor, so long as sufficient staffing exists as determined by the Employer.

39.04 There shall only be one (1) Union representative who is a City employee at any grievance meeting, plus the FOP ꞉representative. No other representative shall attend such a meeting without the express approval of the Union and Employer.

39.05 There shall be no recording devices used at any such meetings without the mutual agreement of the Employer and Union.

ARTICLE XL DISCIPLINE

40.01 Any non-probationary employee who is to be suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within sixty (60) days after the Employer has notice of the incident.

40.02 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

40.03 Records of disciplinary action not resulting in time off which are twenty-four (24) months old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the twenty-four (24) month period.

40.04 Records of disciplinary action resulting in time off which are five (5) years old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the five (5) year period.

ARTICLE XLI EMPLOYEE RIGHTS

41.01 An employee has the right to the presence and advice of a Union representative at all disciplinary hearings and/or disciplinary interrogations.

41.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questions start.

41.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be

advised in writing that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

41.04 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

41.05 An employee shall have the right, upon request, to review any and all of his personnel files and add relevant memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing the file, along with an Employer representative. A request for copies of items included in the file shall be honored. An employee may request removal of specific items in his file, which request would be subject to review and Employer approval on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition and be confidential from the public at large, to the extent permitted by law.

41.06 Where an employee is the subject of an internal investigation that exonerates the employee of any complaints, such investigation shall be held in strict confidence and such investigation shall not be discussed with any person without the investigated employee's approval.

41.07 In the event the City is engaged in an investigation of any employee, the City will make reasonable attempts to not make any news releases identifying said employee until a determination regarding the charges has been made by the Employer.

41.08 Citizen complaints which are reduced to writing shall be provided to the employee. This provision applies for citizen complaints which are used for internal purposes only and criminal complaints are not subject to this provision.

ARTICLE XLII GENDER AND PLURAL

42.01 Whenever context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIII HEADINGS

43.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XLIV LEGISLATIVE APPROVAL

44.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XLV OBLIGATION TO NEGOTIATE

45.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

45.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

ARTICLE XLVI TOTAL AGREEMENT

46.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued upon advance notification to the Union of any such modifications or discontinuances.

ARTICLE XLVII CONFORMITY TO LAW

47.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving provisions.

47.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any provisions of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. The parties agree to meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XLVIII DISCIPLINARY PROCEDURE

48.01 Disciplinary action taken by the Employer shall be for just cause.

48.02 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

48.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

48.04 All employees shall have the following rights:

1. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.

2. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this procedure.

48.05 An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

48.06 The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority shall hold an informal meeting with the employee and his representative, if the employee so requests, for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the appointing authority may offer a proposed disciplinary penalty. The employee may be advised before meeting that he is entitled to representation by the Union during initial discussion.

48.07 The Union on behalf of all employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions or discharge) to any Civil Service Commission.

48.08 Verbal and written reprimands shall not be appealable or grievable beyond the Chief of Police's step of the Grievance Procedure.

ARTICLE XLIX GRIEVANCE PROCEDURE

49.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or

reprisal and except at Step 1, shall have the right to be represented at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

49.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

49.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step I, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-Wide controversy, it may be submitted at Step 3.

d) The preparation and processing of grievances shall be conducted during non-working hours, except as otherwise provided in this Agreement.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.

f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void.

h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

49.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:
An employee who believes he may have a grievance shall notify his administrative lieutenant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his Union representative, if a Union representative is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's Union representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:
If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the supervisors decision at Step 1 whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall render his decision in writing within five (5) days of the receipt of the

appeal.

Step 3:
If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

49.05 The Union's Grievance Committee shall review the employee's grievance in order to determine its merit prior to any filing of the grievance. Should the Union decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such denial shall not be made in a perfunctory or arbitrary manner.

ARTICLE L ARBITRATION PROCEDURE

50.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to select an arbitrator form the permanent panel of arbitrators.

50.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

50.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

50.04 The hearing or hearings shall be conducted pursuant to the Rules of the American Arbitration Association.

50.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. However, in the event of a split decision, the arbitrator shall apportion the fees and expenses. Neither party shall be responsible for any of the expenses incurred by the other party.

50.06 The arbitrators decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

50.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

50.08 An arbitrator will be selected by mutual agreement. If the parties cannot agree within (30) days from the Union's intent to arbitrate, the Union shall require a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators names will be stricken alternately from the FMCS list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

ARTICLE LI DURATION

51.01 This Agreement shall be effective at 12:01 a.m. on January 1, 2016 and shall continue in full force and effect along with any amendments made and annexed hereto, until midnight December 31, 2017.

ARTICLE LII EXECUTION

52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____day of _____, _____.

FOR THE UNION:	FOR THE EMPLOYER:
_____	_____
President	Robert Stefanik, Mayor City of North Royalton
_____	_____
	Eric Dean, Finance Director City of North Royalton
_____	
Representative	

ORDINANCE NO. 16-16

INTRODUCED BY: Marnecheck, Nickell, Kasaris
Co-sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS, INC. FOR THE WWTP "A" INFLUENT PUMP STATION ESDC CONSULTING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has sought proposals for the WWTP "A" Influent Pump Station ESDC Consulting Services; and

WHEREAS: It is recommended that the proposal of MWH Americas, Inc. be accepted for this project; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with MWH Americas, Inc. for the WWTP "A" Influent Pump Station ESDC Consulting Services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an agreement with MWH Americas, Inc. for the WWTP "A" Influent Pump Station ESDC Consulting Services pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with MWH Americas, Inc. for the WWTP "A" Influent Pump Station ESDC Consulting Services.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

MWH CONTRACT No._____

CONSULTING SERVICES AGREEMENT [Lump Sum]

This agreement ("Agreement"), with an effective date of _____, 20__, is by and between City of North Royalton ("CLIENT") and MWH Americas, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement ("Services") are set out in Attachment A (Scope of Services), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), a lump sum amount of $175,000.

2.2 The payment schedule shall be as follows: Based on percent complete.

2.3 CLIENT will pay CONSULTANT additional compensation for labor and expenses incurred by CONSULTANT under a Change Order or in responding to or assisting with an audit required by CLIENT, or any federal, state and local government agencies. The basis of payment will be the CONSULTANT's rate schedule ("Rate Schedule") as set forth in Attachment B, incorporated herein by reference.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME:	Wells Fargo Bank
BANK ADDRESS:	1000 Lakes Drive, Suite 250 West Covina, CA 91790
ACCOUNT #:	4945081503
ACCOUNT NAME:	MWHA A/R Collection
ABA#:	121000248
SWIFT #:	WFBIUS6S
NON US# SWIFT CODE:	WFBIUS6WFFX
ACH COORDINATOR:	
	Jeff Cuevas 626-564-6737 cuevas@wellsfargo.com

Please Send Remittance Details To:
Accounts.receivable.correspondence@mwhglobal.com

3.5 Mail / Lock Box

MWH Americas, Inc.
PO Box 842728
Los Angeles, CA 90084-2728
Attn: Accounts Receivable

Remittance via Overnight Delivery:

Wells Fargo Lockbox – E2001-049
MWH Americas – Box 842728
3440 Flair Drive
El Monte, CA 91731

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until February 1, 2017 unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control that are reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable**,** the following:

5.5.1 All published advertisements for bids;

5.5.2 All permits and licenses that may be required of CLIENT by local, state, or federal authorities;

5.5.3 All necessary land, easements, and rights-of-way;

5.5.4 All items and services not specifically covered by the terms and conditions of this Agreement.

5.5.5 CLIENT shall pay for any costs associated with the above items.

5.6 If the Services involve a construction phase of the Project, CLIENT shall require all construction contractor covered by the CLIENT's contracts related to the Project, to defend, indemnify and hold CONSULTANT harmless to the same extent that the contractor is obligated to defend, indemnify and hold CLIENT harmless and also require the contractor to add CONSULTANT as an additional insured on the contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project. CLIENT shall also require the construction contractor to assume sole and complete responsibility for Project site health and safety during the course of construction, including but not limited to the safety of all persons and property related to the Project.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the probable cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond CONSULTANT's control and are unavoidably in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work**;** will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.7 If the Services involve a construction phase of the Project, CLIENT shall require all construction contractor covered by the CLIENT's contracts related to the Project, to defend, indemnify and hold CONSULTANT harmless to the same extent that the contractor is obligated to defend, indemnify and hold CLIENT harmless and also require the contractor to add CONSULTANT as an additional insured on the contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project. CLIENT shall also require the construction contractor to assume sole and complete responsibility for Project site health and safety during the course of construction, including but not limited to the safety of all persons and property related to the Project.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial

entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CLIENT.

10 RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will furnish to CLIENT copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

11.2 CONSULTANT will furnish CLIENT with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide CLIENT with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. CONSULTANT shall list CLIENT as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11.3 Waiver of Subrogation is required for Workers Compensation.

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY

13.1 IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND CONSULTANT, THE PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE AGGREGATE LIABILITY OF CONSULTANT, ITS PARENT, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, TO $50,000 OR THE COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL SUITS,

CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT AND WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

13.2 CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THIS LIMITATION OF LIABILITY TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY INCREASE IN THIS LIMITATION OF LIABILITY MUST BE IN WRITING AS A FORMAL AMENDMENT TO THIS AGREEMENT AND MUST BE SIGNED AND DATED BY AUTHORIZED REPRESENTATIVES OF EACH PARTY. ANY ADDITIONAL CHARGE FOR HIGHER LIABILITY IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.

13.3 BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

15 SUSPENSION

15.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

16 TERMINATION

16.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

17 DISPUTES RESOLUTION – ARBITRATION

17.1 Any dispute arising between the parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

17.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association ("Association") in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney's fees as the arbitrator or arbitrators may deem proper.

18 NOTICE

18.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

City of North Royalton

11675 Royalton Road

North Royalton, Ohio 44133

Attn: Tim Tigue

CONSULTANT

MWH

1300 East Ninth Street, Suite 1300

Cleveland, Ohio 44114

Attn: Robert Hrusovsky

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

19 SURVIVAL OF CONTRACT TERMINATION

19.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

20 MISCELLANEOUS

20.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

20.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

20.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

20.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

20.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

20.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

20.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

20.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

20.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment A

SCOPE OF SERVICES

1. PROJECT DESCRIPTION

The Services to be performed by CONSULTANT shall be as follows:

Task 1 – North Royalton WWTP A Influent Pump Station Bidding

Bidding Phase Services are based on the following subtasks.

A. Pre-Bid Meeting: CONSULTANT will attend one Pre-Bid Meeting and Site visit.

B. Contract Document Interpretation: CONSULTANT will receive and review bidder questions. CONSULTANT will provide responses and will prepare and issue addenda electronically to the Bidder's List. CONSULTANT anticipates 1 addendum.

C. Bid Package Evaluation: CONSULTANT will assist in the review of the bids and will provide a bid tabulation and review letter.

D. Bid Sets will be posted electronically.

Task 2 – Construction Administration

The construction period is assumed to be twelve (12) months duration. Construction Administration Phase Services are based upon the following subtasks:

A. Update Documents: CONSULTANT will update the Contract Documents to reflect revisions made through the Addenda process by issuing Conformed to Contract documents. Documents will be posted electronically. CONSULTANT will also provide four 22 x 34 hard copies to the CLIENT.

B. Construction Submittals: CONSULTANT will review up to 50 construction shop drawings (and an additional 15 resubmittals) electronically posted on Contractor's website for compliance with the design concept and requirements of the Contract Documents; such data will be recommended for approval, returned for revision, rejected, or distributed for information. CONSULTANT will review construction submittals within an average of 14 calendar days of receipt. In addition, CONSULTANT will receive and review operations and maintenance draft manuals, guarantees, warranties, bonds and certificates of inspection, tests and approvals.

   CONSULTANT's scope of review excludes the following:
   1. Contractor variations from design requirements that are not conspicuously and specifically disclosed on the submittal.
   2. Contractor's means and methods.

3. Design data shown on a submittal that is within the special expertise of the manufacturer/designer of that equipment, upon which CONSULTANT has a right to rely.
4. Safety equipment, OSHA requirements and installation procedures.
5. Approval for a single item will not constitute approval for an entire assembly of which the item forms a part.

C. Meetings: CONSULTANT (one person) will attend up to 12 on-site monthly progress meetings. CONSULTANT (one person) will also attend up to 4 special purpose meetings as requested and address follow-up needs.

D. Contract Document Interpretation: CONSULTANT will furnish supplementary working electronic drawings, sketches, specifications and written instructions as may be necessary to interpret the Contract Documents and reply to Contractor requests for information (RFIs) electronically posted on Contractor's website. CONSULTANT will review up to 15 RFIs. CONSULTANT will review RFIs within an average of five (5) calendar days of receipt.

E. Change Orders/Work Orders: CONSULTANT will review up to two (2) change order/work order recommendations.

F. Claims: CONSULTANT will not provide construction claim support services under the scope herein. In the event that construction claims or potential claims arise, CONSULTANT will provide a proposal for providing claim support services to assist the CLIENT and/or participate in reviewing or resolving such claim(s) to the extent mutually agreed for additional compensation as authorized by the CLIENT.

G. Contractor Payment Review: CONSULTANT will review and recommend for approval, Contractor application for payment. Each monthly application for payment will be signed by CONSULTANT and delivered to the CLIENT. Review of daily reports, monthly progress meetings, special purpose meetings and period site visits by CONSULTANT will be the basis for review and recommendation for or against these requests for payment.

H. Periodic Site Visits: CONSULTANT will provide periodic site observation (one person, up to 20 visits) to determine if construction is per the design and to determine the quality of work. If CONSULTANT becomes aware of defective work on the project, CONSULTANT will report the defective work in writing to the CLIENT.

<u>Task 3 – Startup</u>
CONSULTANT will observe startup and checkout of equipment, anticipated to be no more than 6 visits each being one half-day apiece.

<u>Task 4 – Project Closeout</u>
CONSULTANT will perform construction closeout services at the end of the completed construction project. CONSULTANT will perform the following subtasks:

A. Contract Closeout: Upon receipt of the Contractor's Punch List, CONSULTANT will provide written notice to the CLIENT of rejection of Contractor's request for certificate of Substantial Completion or that the work is ready for Final Inspection. CONSULTANT shall

conduct the Preliminary Inspection at this time. CONSULTANT shall review the Punch List, verify work has been completed and transmit it to the CLIENT for additional modifications to be made. Once Contractor resubmits the Punch List, CONSULTANT will conduct the Final Inspection. CONSULTANT shall review the Punch List, verify work has been completed, and transmit it to the CLIENT and Contractor.

B. Record Drawings: CONSULTANT will provide one (1) set of record drawings showing final construction based on the documentation provided by Contractor. The drawings will be in AutoCAD and posted specifications in Microsoft Word format written to CD. The final record drawing set on CD will also include a copy of the drawings in PDF format. Marked-up (red line) drawings/specifications including RFIs and Change Orders will be provided by Contractor to CONSULTANT.

C. Operation and Maintenance Manual: CONSULTANT shall provide to the CLIENT one (1) draft electronic copy of a manual containing operating and maintenance information from Shop Drawing submittals organized by specific sections. The CLIENT will review this document and provide comments to CONSULTANT for incorporation into the final Operation and Maintenance Manual. CONSULTANT shall incorporate comments and submit one (1) electronic and three (3) hard copies of the final Manual. CONSULTANT shall prepare a manual in the format of a written description of the overall operation of the newly designed facilities in the Project (the "Operator's Guide"). CONSULTANT shall also provide to the CLIENT an electronic copy and three (3) hard copies of the Operator's Guide.

2. PROJECT SCHEDULE

Project will commence when the North Royalton WWTP A Influent Pump Station project is advertised for bids, and will be complete one year later.

Attachment B

RATE SCHEDULE (FOR CHANGES)

1. The rates provided below shall be in effect form _____ to _____.

2. Changes to the Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

Labor Category	Hourly Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Materials will be billed at cost plus 15%.

Attachment C

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Consulting Services Agreement (Lump Sum) dated _____, 20__ ("Agreement") between _____ ("CLIENT") and MWH AMERICAS, INC. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services**:

_____
_____
_____
_____

2. **Change in time of Performance** (attach schedule if appropriate):

_____

3. **Change in CONSULTANT's Compensation**:

_____

All other terms and conditions remain unchanged.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

ORDINANCE NO. 16-17

INTRODUCED BY: Marnecheck, Nickell, Kasaris
Co-sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS, INC. FOR THE WWTP "B" SCREW PUMPS CONSULTING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has sought proposals for the WWTP "B" Screw Pumps Consulting Services; and

WHEREAS: It is recommended that the proposal of MWH Americas, Inc. be accepted for this project; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with MWH Americas, Inc. for the WWTP "B" Screw Pumps Consulting Services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an agreement with MWH Americas, Inc. for the WWTP "B" Screw Pumps Consulting Services pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with MWH Americas, Inc. for the WWTP "B" Screw Pumps Consulting Services.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST:_____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

MWH CONTRACT No._____

CONSULTING SERVICES AGREEMENT [Lump Sum]

This agreement ("Agreement"), with an effective date of _____, 20__, is by and between City of North Royalton ("CLIENT") and MWH Americas, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement ("Services") are set out in Attachment A (Scope of Services), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), a lump sum amount of $29,000.

2.2 The payment schedule shall be as follows: Based on percent complete.

2.3 CLIENT will pay CONSULTANT additional compensation for labor and expenses incurred by CONSULTANT under a Change Order or in responding to or assisting with an audit required by CLIENT, or any federal, state and local government agencies. The basis of payment will be the CONSULTANT's rate schedule ("Rate Schedule") as set forth in Attachment B, incorporated herein by reference.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME:	Wells Fargo Bank
BANK ADDRESS:	1000 Lakes Drive, Suite 250 West Covina, CA 91790
ACCOUNT #:	4945081503
ACCOUNT NAME:	MWHA A/R Collection
ABA#:	121000248
SWIFT #:	WFBIUS6S
NON US# SWIFT CODE:	WFBIUS6WFFX
ACH COORDINATOR:	
	Jeff Cuevas 626-564-6737 cuevas@wellsfargo.com

Please Send Remittance Details To:
Accounts.receivable.correspondence@mwhglobal.com

3.5 Mail / Lock Box

MWH Americas, Inc.
PO Box 842728
Los Angeles, CA 90084-2728
Attn: Accounts Receivable

Remittance via Overnight Delivery:

Wells Fargo Lockbox – E2001-049
MWH Americas – Box 842728
3440 Flair Drive
El Monte, CA 91731

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2016 unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control that are reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable**,** the following:

5.5.1 All published advertisements for bids;

5.5.2 All permits and licenses that may be required of CLIENT by local, state, or federal authorities;

5.5.3 All necessary land, easements, and rights-of-way;

5.5.4 All items and services not specifically covered by the terms and conditions of this Agreement.

5.5.5 CLIENT shall pay for any costs associated with the above items.

5.6 If the Services involve a construction phase of the Project, CLIENT shall require all construction contractor covered by the CLIENT's contracts related to the Project, to defend, indemnify and hold CONSULTANT harmless to the same extent that the contractor is obligated to defend, indemnify and hold CLIENT harmless and also require the contractor to add CONSULTANT as an additional insured on the contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project. CLIENT shall also require the construction contractor to assume sole and complete responsibility for Project site health and safety during the course of construction, including but not limited to the safety of all persons and property related to the Project.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the probable cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond CONSULTANT's control and are unavoidably in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work**;** will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.7 If the Services involve a construction phase of the Project, CLIENT shall require all construction contractor covered by the CLIENT's contracts related to the Project, to defend, indemnify and hold CONSULTANT harmless to the same extent that the contractor is obligated to defend, indemnify and hold CLIENT harmless and also require the contractor to add CONSULTANT as an additional insured on the contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project. CLIENT shall also require the construction contractor to assume sole and complete responsibility for Project site health and safety during the course of construction, including but not limited to the safety of all persons and property related to the Project.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial

entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CLIENT.

10 RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will furnish to CLIENT copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

11.2 CONSULTANT will furnish CLIENT with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide CLIENT with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. CONSULTANT shall list CLIENT as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11.3 Waiver of Subrogation is required for Workers Compensation.

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY

13.1 IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND CONSULTANT, THE PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE AGGREGATE LIABILITY OF CONSULTANT, ITS PARENT, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, TO $50,000 OR THE COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL SUITS,

CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT AND WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

13.2 CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THIS LIMITATION OF LIABILITY TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY INCREASE IN THIS LIMITATION OF LIABILITY MUST BE IN WRITING AS A FORMAL AMENDMENT TO THIS AGREEMENT AND MUST BE SIGNED AND DATED BY AUTHORIZED REPRESENTATIVES OF EACH PARTY. ANY ADDITIONAL CHARGE FOR HIGHER LIABILITY IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.

13.3 BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

15 SUSPENSION

15.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

16 TERMINATION

16.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

17 DISPUTES RESOLUTION – ARBITRATION

17.1 Any dispute arising between the parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

17.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association ("Association") in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney's fees as the arbitrator or arbitrators may deem proper.

18 NOTICE

18.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

City of North Royalton

11675 Royalton Road

North Royalton, Ohio 44133

Attn: Tim Tigue

CONSULTANT

MWH

1300 East Ninth Street, Suite 1300

Cleveland, Ohio 44114

Attn: Robert Hrusovsky

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

19 SURVIVAL OF CONTRACT TERMINATION

19.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

20 MISCELLANEOUS

20.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

20.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

20.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

20.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

20.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

20.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

20.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

20.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

20.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment A

SCOPE OF SERVICES

1. PROJECT DESCRIPTION

The Services to be performed by CONSULTANT shall be as follows:

Plant B Screw Pump Replacement - Design Basis

The Detailed Design shall incorporate the following features, with input from the City, which will be used to develop the design deliverables:

- Design of two (2) new screw pumps, motors, gear boxes oiler, lower and upper bearing splash guards, and couplings (replacement in-kind); one installation to be completed in 2017 and the second to be completed approximately one year after the first.
- CONSULTANT shall review existing electrical supply. Assume no modifications are necessary.
- Assume no structural modifications are necessary.
- Assume no instrumentation and controls modifications are necessary.
- Assume there are no code issues related to the equipment replacement.

Detailed Design Scope

The Detailed Design shall include:

- Develop drawings to 90% complete.
- Draft specifications for all equipment.
- Prepare Front End and Division 1 specifications.
- Submit 90% documents to City for review and comment.
- Submit four (4) sets of full size drawings and four (4) copies of technical specifications for the 90% Detailed Design for City's review and comment.

Final Detailed Design Scope

The Final Detailed Design shall include:

- Develop all drawings to 100% complete.
- Incorporate agreed to comments from City 90% review.
- Finalize technical specifications, Division 1 and front end specifications.

- Submit four (4) sets of full size drawings and four (4) copies of technical specifications, and one electronic copy of the drawings and specifications. The final electronic deliverable will be in AutoCAD and PDF format.

Construction Services

Construction services shall include:

- Responses to bidder questions, addenda, and bid review.
- Review of two submittals for the equipment. Assume no resubmittals required.
- Site visits during construction and startup, up to three.

Responsibilities of City

- Provide all drawings required to investigate the site and to serve as background drawings for the design drawings.
- Provide front end documents.
- Provide site access for review by Consultant before and during design and construction.
- Provide 90% design submittal comments within 1 week of receipt of submittal from design team. Design team will commence next phase of the design immediately upon receipt of these comments.

2. PROJECT SCHEDULE

Project will commence when Client issues a Notice to Proceed.

Design Notice to Proceed	February 2016
Design Complete	April 2016
Bid Awarded	July 2016
Shop Drawing Review Complete	November 2016
Construction Complete	July 2017

Attachment B

RATE SCHEDULE (FOR CHANGES)

1. The rates provided below shall be in effect form _____ to _____.

2. Changes to the Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

Labor Category	Hourly Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Materials will be billed at cost plus 15%.

Attachment C

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Consulting Services Agreement (Lump Sum) dated _____, 20__ ("Agreement") between _____ ("CLIENT") and MWH AMERICAS, INC. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services**:

_____
_____
_____
_____

2. **Change in time of Performance** (attach schedule if appropriate):

_____

3. **Change in CONSULTANT's Compensation**:

_____

All other terms and conditions remain unchanged.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date