By Call of Chairman Thomas McDonald
Finance Committee Meeting
Wednesday, September 21, 2022 at 6:00PM
Bratenahl Community Center
10300 Brighton Road

PLEASE SILENCE ALL ELECTRONIC DEVICES

Agenda

1) Call to Order - Roll Call
2) Approval of prior meeting minutes
3) Resolution 1267: Acceptance of American Rescue Plan Act Funds (ARPA)
4) Resolution 1268: Agreement with Cuyahoga County for the Eddy Road Rehabilitation Project
5) Resolution 1269: Agreement with Cuyahoga County for the purchase of two New Police Vehicles
6) Resolution 1270: Adoption of the 2022-2027 Cuyahoga County All-Hazards Mitigation Plan
7) Resolution 1271: Accepting the amounts and rates from the Cuyahoga County Budget Commission and authorizing necessary tax levies
8) Resolution 1272: Accepting Cuyahoga County Prisioner Boarding
9) Ordinance 4156: Amending 149.01 “Holidays” of the Administrative Code
10) Ordinance 4154: Pay Claims
11) Adjournment

And any other business as may properly come before this Committee may be considered and acted upon.

Posted: September 19, 2022

Diana L. Cooks, Clerk of Council
RESOLUTION NO: 1267

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT
AN AMERICAN RESCUE PLAN ACT (ARPA) FIRST RESPONDER
WELLNESS, RECRUITMENT, RETENTION & RESILIENCY GRANT
EFFECTIVE SEPTEMBER 21, 2022 AND DECLARING AN EMERGENCY

WHEREAS, Governor DeWine announced that grant funding is available as part of the $250 million in American Rescue Plan Act (ARPA) funding dedicated to first responders to help them counter various pressing issues exacerbated by the COVID-19 pandemic; and

WHEREAS, the Bratenahl Police Department applied for ARPA funding for non-pensionable retention bonuses for full-time officers employed as of May 12, 2022.

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

SECTION 1. Effective September 21, 2022, the Mayor be and he hereby is authorized to accept an American Rescue Plan Act (ARPA) First Responder Wellness, Recruitment, Retention & Resiliency Grant through the Ohio Office of Criminal Justice Services to fund non-pensionable retention bonuses for full-time officers employed as of May 12, 2022, in the amount of eighty-nine thousand, five hundred dollars ($89,500.00) or no less than nine percent (9%) but no greater than ten percent (10%) of each officers base 2022 salary. In addition the Mayor is further authorized to execute whatever documents and to take the necessary steps to effectuate the receipt of these grant funds and the Village Fiscal Officer is hereby authorized to credit the proceeds of any grant to the appropriately designated Fund.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the residents and for the further reason that it is necessary to accept the grant therefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
RESOLUTION NO:  1268

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD AGREEMENT WITH THE COUNTY OF CUYAHOGA, OHIO FOR THE EDDY ROAD REHABILITATION PROJECT AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bratenahl, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is authorized to enter into a project Award Agreement with the County of Cuyahoga, Ohio for the Eddy Road Rehabilitation Project, a copy of which Project Award Agreement is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need to commence with the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: 

APPROVED:

______________________________
John M. Licastro, Mayor

ATTEST:

______________________________
Diana L. Cooks, Village Fiscal Officer
EXHIBIT “A”

PROJECT AWARD AGREEMENT BETWEEN THE VILLAGE
OF BRATENAHL AND CUYAHOGA COUNTY

THIS PROJECT AWARD AGREEMENT (“Agreement”) is made and entered into as of
the date signed by the Cuyahoga County Executive (“Effective Date”) by and between the County
of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of
Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as
same may have been amended, modified, and supplemented to the effective date hereof (the
“County”) and the Village of Bratenahl (“Recipient”), a body corporate and politic and a political
subdivision of the State of Ohio, having a principal place of business at 441 Bratenahl Road,
Bratenahl, Ohio 44108.

RECITALS

WHEREAS, Recipient has requested funding from the County for the Eddy Road
Rehabilitation Project in the Village of Bratenahl (“Project”); and

WHEREAS, pursuant to County Council Approval, the County will award an amount not
to exceed $120,755.00 (the “Award”) to Recipient to support the Project, as more fully described
in Exhibit 1;

WHEREAS, the County and Recipient desire to enter into this Agreement to govern their
respective obligations with respect to the Award for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained
herein and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the
Parties agree as follows:

AGREEMENT

1. ACCURACY OF RECITALS; DEFINED TERMS

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made
a part of this Agreement.

2. CONFIRMATION OF AWARD

Recipient has requested, and the County has awarded Recipient, an award in an amount not to
exceed $120,755.00 to be disbursed to Recipient in one disbursement. If the Project has more than
one funding source, the Award shall be disbursed to Recipient upon the receipt by Recipient of all
other funding sources.
3. CONDITIONS

The obligations of the County under this Agreement are subject to the satisfaction of the following condition, which condition may only be waived by the County (in the County's sole discretion and in writing), for whose sole benefit such conditions exist:

A) Recipient agrees its Award shall not be used to pay for costs outside of those listed on Exhibit 1.

4. REPORTING REQUIREMENTS

Recipient shall provide annual reports to the County of the status of the Project and provide detailed documentation of all expenditures made from the Award as of the date of the submission of the annual report. The report shall be due one year from the date of the disbursement of funds from the County to the Recipient or upon completion of the Project whichever is earlier.

The County reserves the right to request additional reports pertaining to the Project. It is the responsibility of Recipient to furnish the County with reports as requested.

Failure to provide reports, maintain documentation, and/or provide any additional reporting requested by the County may result in the declaration of an Event of Default as outlined in Section 8 of this Agreement.

5. INDEMNIFICATION

The Parties acknowledge that as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Parties agree that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend another party.

6. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the County is a political subdivision of the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and Recipient and any and all documents in any format or media.

7. REPRESENTATIONS

Recipient represents and warrants:

A. It has full power and authority to execute, deliver, and perform this Agreement and its obligations; and
B. The execution, delivery, and performance by Recipient under this Agreement does not, and will not, violate any provision of law or any court order applicable to Recipient, and does not, and will not, conflict with or result in a default, under any agreement or instrument to
which Recipient is a party or by which it or any of its property or assets is or may be bound; and

C. This Agreement has by proper action been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligations of Recipient.

8. **DEFAULT**

If Recipient breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County’s written notice thereof to Recipient (“Event of Default”), the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any Award funds remaining under this Agreement. In addition, the County reserves the right, upon an Event of Default, to seek recovery of any Award funds previously disbursed.

9. **TERM OF AGREEMENT**

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Project is completed, subject to the terms of this Agreement, unless extended by written agreement of the Parties.

If at the end of the term the Recipient has not spent all of the Award on the Project, the Recipient shall return the remaining funds to the County.

10. **MISCELLANEOUS**

A. This Agreement, with its exhibits, contains the Parties’ entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the specific provisions to be modified.

B. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Recipient and the County agree that state and federal courts in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and Recipient and the County consent to the exclusive jurisdiction of such courts. Recipient agrees not to challenge this provision and agrees not to attempt to file, or remove, any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.

C. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including, but not limited to, Title IV (Ethics) and Title V (Contracts and Purchasing). The Cuyahoga County Code and enacted County ordinances are available at http://code.cuyahogacounty.us.

D. If any part of the Award is used for construction-related labor, Recipient agrees that wages paid to laborers and mechanics employed on the Project under contracts or subcontracts shall be paid at not less than the prevailing rates of wages for laborers and mechanics for the applicable class of work called for by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, or the Davis-Bacon Act, and shall cause such wages to be paid in accordance therewith, and Recipient
shall require compliance by all contractors and subcontractors of all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code, or the Davis-Bacon Act, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations, or its federal equivalent, a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.071, Ohio Revised Code, or the Davis-Bacon Act and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code, or the Davis-Bacon Act.

E. Recipient’s employees may not acquire any personal interest that conflicts with Recipient’s responsibilities under this Agreement. Additionally, Recipient will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under Recipient’s control, if such an interest would conflict with that official’s or employee’s duties. Recipient will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. Recipient will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

F. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier’s verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County’s address for notification is:

Cuyahoga County Office of the Council
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Cynthia Mason, Research and Policy Analyst

With a copy to:

Cuyahoga County Department of Law
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Director of Law

Recipient’s address for notification is:

Village of Bratenahl
G. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party’s reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

H. The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

I. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties’ objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

J. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

K. Recipient may not assign this Agreement without the prior written consent of the County.

L. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.

M. Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

N. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.

O. Recipient agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the completion date of the Project or final payment under this Agreement, whichever is later.

P. Recipient agrees to cooperate with the Cuyahoga County Agency of Inspector General or the Department of Internal Audit if it is determined there should be an investigation or audit.

Q. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

11. NON-DISCRIMINATION

Recipient agrees to provide the services hereunder without discrimination on account of gender, race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of
Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon Recipient.

12. ELECTRONIC SIGNATURE POLICY

Recipient, its officers, employees, subcontractors, agents, or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County’s signatures and Recipient’s signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Recipient also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code.
IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

Village of Bratenahl

By: _______________________

Its: _______________________

COUNTY OF CUYAHOGA, OHIO

By: _______________________

Armond Budish, County Executive
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

The legal form and correctness of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio

Gregory G. Huth, Director of Law

By: _______________________

Assistant Director of Law

Electronic Signature:
EXHIBIT 1

(Recipient’s application submitted to the County requesting ARPA funding for the Project)
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RESOLUTION NO: 1269

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD AGREEMENT WITH THE COUNTY OF CUYAHOGA, OHIO FOR THE PURCHASE OF TWO (2) NEW POLICE VEHICLES AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bratenahl, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is authorized to enter into a Project Award Agreement with the County of Cuyahoga, Ohio for the purchase of two (2) new police vehicles, a copy of which Project Award Agreement is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the Police Department’s need for the vehicles, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: 

APPROVED:

__________________________
John M. Licastro, Mayor

ATTEST:

__________________________
Diana L. Cooks, Village Fiscal Officer
EXHIBIT “A”

PROJECT AWARD AGREEMENT BETWEEN THE VILLAGE OF BRATENAHL AND CUYAHOGA COUNTY

THIS PROJECT AWARD AGREEMENT ("Agreement") is made and entered into as of the date signed by the Cuyahoga County Executive ("Effective Date") by and between the County of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and the Village of Bratenahl ("Recipient"), a body corporate and politic and a political subdivision of the State of Ohio, having a principal place of business at 441 Bratenahl Road, Bratenahl, Ohio 44108.

RECATALS

WHEREAS, Recipient has requested funding from the County for the purchase of two new fully equipped police vehicles in the Village of Bratenahl ("Project"); and

WHEREAS, pursuant to County Council Approval, the County will award an amount not to exceed $123,235.54 (the "Award") to Recipient to support the Project, as more fully described in Exhibit 1;

WHEREAS, the County and Recipient desire to enter into this Agreement to govern their respective obligations with respect to the Award for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. ACCURACY OF RECITALS; DEFINED TERMS

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement.

2. CONFIRMATION OF AWARD

Recipient has requested, and the County has awarded Recipient, an award in an amount not to exceed $123,235.54 to be disbursed to Recipient in one disbursement. If the Project has more than one funding source, the Award shall be disbursed to Recipient upon the receipt by Recipient of all other funding sources.
3. CONDITIONS

The obligations of the County under this Agreement are subject to the satisfaction of the following condition, which condition may only be waived by the County (in the County’s sole discretion and in writing), for whose sole benefit such conditions exist:

A) Recipient agrees its Award shall not be used to pay for costs outside of those listed on Exhibit 1.

4. REPORTING REQUIREMENTS

Recipient shall provide annual reports to the County of the status of the Project and provide detailed documentation of all expenditures made from the Award as of the date of the submission of the annual report. The report shall be due one year from the date of the disbursement of funds from the County to the Recipient or upon completion of the Project whichever is earlier.

The County reserves the right to request additional reports pertaining to the Project. It is the responsibility of Recipient to furnish the County with reports as requested.

Failure to provide reports, maintain documentation, and/or provide any additional reporting requested by the County may result in the declaration of an Event of Default as outlined in Section 8 of this Agreement.

5. INDEMNIFICATION

The Parties acknowledge that as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Parties agree that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend another party.

6. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the County is a political subdivision of the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and Recipient and any and all documents in any format or media.

7. REPRESENTATIONS

Recipient represents and warrants:

A. It has full power and authority to execute, deliver, and perform this Agreement and its obligations; and
B. The execution, delivery, and performance by Recipient under this Agreement does not, and will not, violate any provision of law or any court order applicable to Recipient, and does not, and will not, conflict with or result in a default, under any agreement or instrument to
which Recipient is a party or by which it or any of its property or assets is or may be bound; and
C. This Agreement has by proper action been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligations of Recipient.

8. DEFAULT

If Recipient breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County’s written notice thereof to Recipient ("Event of Default"), the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any Award funds remaining under this Agreement. In addition, the County reserves the right, upon an Event of Default, to seek recovery of any Award funds previously disbursed.

9. TERM OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Project is completed, subject to the terms of this Agreement, unless extended by written agreement of the Parties.

If at the end of the term the Recipient has not spent all of the Award on the Project, the Recipient shall return the remaining funds to the County.

10. MISCELLANEOUS

A. This Agreement, with its exhibits, contains the Parties’ entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the specific provisions to be modified.
B. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Recipient and the County agree that state and federal courts in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and Recipient and the County consent to the exclusive jurisdiction of such courts. Recipient agrees not to challenge this provision and agrees not to attempt to file, or remove, any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.
C. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including, but not limited to, Title IV (Ethics) and Title V (Contracts and Purchasing). The Cuyahoga County Code and enacted County ordinances are available at http://code.cuyahogacounty.us.
D. If any part of the Award is used for construction-related labor, Recipient agrees that wages paid to laborers and mechanics employed on the Project under contracts or subcontracts shall be paid at not less than the prevailing rates of wages for laborers and mechanics for the applicable class of work called for by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, or the Davis-Bacon Act, and shall cause such wages to be paid in accordance therewith, and Recipient
shall require compliance by all contractors and subcontractors of all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code, or the Davis-Bacon Act, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations, or its federal equivalent, a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.071, Ohio Revised Code, or the Davis-Bacon Act and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code, or the Davis-Bacon Act.

E. Recipient’s employees may not acquire any personal interest that conflicts with Recipient’s responsibilities under this Agreement. Additionally, Recipient will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under Recipient’s control, if such an interest would conflict with that official’s or employee’s duties. Recipient will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. Recipient will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

F. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier’s verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County’s address for notification is:

Cuyahoga County Office of the Council
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Cynthia Mason, Research and Policy Analyst

With a copy to:

Cuyahoga County Department of Law
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Director of Law

Recipient’s address for notification is:

Village of Bratenahl
G. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party’s reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

H. The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

I. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties’ objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

J. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

K. Recipient may not assign this Agreement without the prior written consent of the County.

L. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.

M. Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

N. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.

O. Recipient agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the completion date of the Project or final payment under this Agreement, whichever is later.

P. Recipient agrees to cooperate with the Cuyahoga County Agency of Inspector General or the Department of Internal Audit if it is determined there should be an investigation or audit.

Q. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

11. NON-DISCRIMINATION

Recipient agrees to provide the services hereunder without discrimination on account of gender, race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of
Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon Recipient.

12. **ELECTRONIC SIGNATURE POLICY**

Recipient, its officers, employees, subcontractors, agents, or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County's signatures and Recipient's signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Recipient also agrees on behalf of the aforementioned entities and persons, to be bounded by the provisions of Chapter 304 and 1306 of the Ohio Revised Code.
IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

Village of Bratenahl

By: ______________________

Its: ______________________

COUNTY OF CUYAHOGA, OHIO

By: ______________________

Armond Budish, County Executive or designee pursuant to Executive Orders No. EO2018-0002 dated October 31, 2018 or No. EO2018-0001 dated February 26, 2018

The legal form and correctness of this Contract is hereby approved:

Law Department

County of Cuyahoga, Ohio

Gregory G. Huth, Director of Law

By: ______________________

Assistant Director of Law

Electronic Signature:
EXHIBIT 1

(Recipient’s application submitted to the County requesting ARPA funding for the Project)
RESOLUTION NO: 1270

INTRODUCED BY:

A RESOLUTION APPROVING THE ADOPTION OF
THE 2022-2027 CUYAHOGA COUNTY
ALL-HAZARDS MITIGATION PLAN

WHEREAS, the Village of Bratenahl, Cuyahoga County, Ohio is most vulnerable to natural
and human-made hazards which may result in loss of life and property, economic hardship, and threats to
public health and safety; and

WHEREAS, the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local
governments to develop and submit for approval to the President a mitigation plan that outlines processes
for identifying their respective natural hazards, risks and vulnerabilities; and

WHEREAS, the Village of Bratenahl acknowledges the requirements of Section 322 of DMA
2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard
Mitigation Grant Program funds; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan has been developed
by the Cuyahoga County Office of Emergency Management in cooperation with other county departments,
and officials and citizens of the Village of Bratenahl; and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was
conducted to develop the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan recommends
mitigation activities that will reduce losses to life and property affected by both natural hazards that face
the County and its municipal governments; and

WHEREAS, the Council of the Village of Bratenahl has reviewed the “Cuyahoga County 2022-
2027 All-Hazards Mitigation Plan.”

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

SECTION 1. The Council of the Village of Bratenahl does hereby adopt the Cuyahoga County
2022-2027 All-Hazards Mitigation Plan as the official Hazard Mitigation Plan of the Village of Bratenahl.
SECTION 2. The Clerk is hereby directed to forward a copy of this Resolution to the Cuyahoga County Office of Emergency Management.

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

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L Cooks, Village Fiscal Officer
RESOLUTION NO:  1271

INTRODUCED BY:

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER
AND DECLARING AN EMERGENCY

WHEREAS, this Council in accordance with the provisions of law has previously adopted a
Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

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

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its
certification, be and the same are hereby accepted, copies of which amounts and rates are attached hereto
as Schedule “A” and Schedule “B,” be, and made a part hereof.

SECTION 2. That the Clerk of this Council be and she hereby is directed to certify a copy of
this Resolution to the Fiscal Officer of said County.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for
the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of
Bratenah by reason of accepting these amounts and rates to meet the deadline set by the Budget
Commission and to timely authorize the necessary tax levies and resulting certifications; wherefore, this
Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
<table>
<thead>
<tr>
<th>Name</th>
<th>BENJAMIN</th>
<th>BURKE-JONES</th>
<th>HOEFLING</th>
<th>HUFFMAN</th>
<th>MCDONALD</th>
<th>YONCHAK</th>
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<tbody>
<tr>
<td>Vote</td>
<td>Aye</td>
<td>Nay</td>
<td>Abs</td>
<td>Aye</td>
<td>Nay</td>
<td>Abs</td>
</tr>
<tr>
<td>Suspension</td>
<td></td>
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<td>Passage</td>
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RESOLUTION NO: 1272

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO THE COUNTY OF CUYAHOGA INMATE, BOARD AND CARE AMENDED AND RESTATED CONTRACT AND DECLARING AN EMERGENCY

WHEREAS, Cuyahoga County and the Village of Bratenahl desire to amend The County of Cuyahoga Inmate, Board and Care Amended and Restated Contract and First Amendment, which expires by its terms on December 31, 2022.

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

SECTION 1. The Second Amendment to The County of Cuyahoga Inmate, Board and Care Amended and Restated Contract is hereby authorized, effective January 1, 2023, a copy of which Second Amendment to Amended and Restated Contract and First Amendment is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of Bratenahl by reason of the immediate necessity to extend the contract; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

John M. Licastro, Mayor

Diana L. Cooks, Village Fiscal Officer
EXHIBIT “A”
SECOND AMENDMENT
by and between
CUYAHOGA COUNTY, OHIO
and
VILLAGE OF BRATENAHL

THIS SECOND AMENDMENT (the “Amendment”) is made and entered into effective as of the date signed by the County Executive (the “Effective Date”), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the “County”) and the Village of Bratenahl (“Bratenahl”).

WHEREAS, the County and Bratenahl entered into an Amended and Restated Contract on January 1, 2021 (the “Original Contract”) to provide inmate, board, and care services; and

WHEREAS, the Parties now desire to amend the Original Contract.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original Contract is amended as follows:

1. This Amendment amends the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. The Original Contract, together with this Amendment are herein collectively referred to as the “Contract.” In the event of a conflict between this Amendment and the Original Contract, as amended, the terms of this Amendment will prevail.

2. Section II of the Original Contract is amended to extend the Term through December 31, 2023.

ELECTRONIC SIGNATURE

BRATENAHL AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. BRATENAHL ALSO AGREES ON BEHALF OF THE FOREMENIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO

Form Updated: 8/1/2019
REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the County and Bratenahl have executed this Amendment effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO

BY: ________________________________
Armond Budish, County Executive,
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

AND

VILLAGE OF BRATENAHL

BY: ________________________________

NAME: ______________________________

TITLE: ______________________________

The legal form and correctness of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Jonathan McGory, Assistant Law Director
Gregory G. Huth, Esq. Director of Law
ORDINANCE NO: 4156

INTRODUCED BY:

AN ORDINANCE AMENDING SECTION 149.01 ENTITLED “HOLIDAYS” OF THE ADMINISTRATIVE CODE TO ADD JUNETEETH AS A HOLIDAY RETROACTIVE TO JUNE 19, 2022 AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Bratenahl, State of Ohio, that:

SECTION 1. Retroactive to June 19, 2022, Section 149.01 of the Administrative Code be amended to read as follows:

149.01 HOLIDAYS.
All full-time officers and employees of the Village shall be entitled to twelve thirteen paid holidays throughout the year as follows: January 1; Presidents Day; Martin Luther King Day; Juneteenth; Good Friday; Memorial Day; July 4; First Monday in September; Veterans Day; Thanksgiving Day; December 25th; the birthday of the employee; and one day to be taken as desired by the employee with the approval of the department head. In addition, with the approval of the Mayor and the appropriate department head, once a year in December, a full-time employee may be paid in cash for up to five (5) unused paid holidays of the twelve-(12) thirteen (13) permitted in one year.

SECTION 2. The Section 149.01 of the Administrative Code as it existed prior to the effective date of this Ordinance and all other ordinances and resolutions inconsistent with, be, and the same hereby are, repealed.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, health and welfare of the inhabitants of the Village of Bratenahl by reason of the immediate necessity to update Section 149.01 of the Codified Ordinances of the Village of Bratenahl to include Juneteenth as a holiday. Wherefore, this Ordinance shall be in full force and effect immediately after its passage.

PASSED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
ORDINANCE NO: 4157

Final

INTRODUCED BY:

That the following claims against the Village of Bratenahl are hereby directed from the funds and the Fiscal Officer is hereby authorized and directed to draw her warrants for payment, to wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Abwell's Police and Fire Equipment</td>
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<td>* Chagrin Valley Dispatch</td>
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SUBTOTAL - PUBLIC SAFETY $41,575.76
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<td>Reimbursement - 9/2022 cell phone</td>
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<td>+ Pitney Bowes</td>
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<td>Postage meter/postage</td>
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<td>* Quill</td>
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<td>Office supplies</td>
<td>1,033.37</td>
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<td>+ Republic Services</td>
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<td></td>
<td>Rubbish removal - 8/2022</td>
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<td>Rocco, Andrea</td>
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<td>Magistrate - 8/2, 8/16/22</td>
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<td>Internet/cable service</td>
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<td>*+ Spectrum</td>
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<td>Internet/cable service</td>
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<td>2022 Notes</td>
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<td>Treasurer of State</td>
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<td>BBS - 8/2022</td>
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<td><strong>SUBTOTAL - ADMINISTRATION</strong></td>
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<td></td>
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<td>$ 47,857.04</td>
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<table>
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<tr>
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<td>Dominion</td>
<td>#0000</td>
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<tr>
<td>Illuminating Company</td>
<td>AV# 110 023 744 746</td>
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<td>Republic Services</td>
<td>Rubbish removal - 8/2022</td>
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<td>Spectrum</td>
<td>Internet/cable service</td>
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<td>United Rentals</td>
<td>Portable restroom rentals</td>
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<td><strong>SUBTOTAL - RECREATION</strong></td>
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<td>Wheelbarrow/rakes</td>
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<td>Propane</td>
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<td>Sutton Hardware</td>
<td>Uniforms/parts/paint</td>
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<td>TeleCare</td>
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<td>Unique Paving</td>
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<tr>
<td>Valley Ford</td>
<td>Parts</td>
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<tr>
<td><strong>SUBTOTAL - SERVICE</strong></td>
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Clemens Nelson  
Chagrin Valley Engineering  
DS Architecture  
Matty, Henrikson & Greve LLC  
Matty, Henrikson & Greve LLC  

Professional services - 8/2022  
Professional services - 8/2022  
Professional services - through 8/2022  
Professional services - 8/2022  
Prosecutorial services - 8/2022  

175.00  
2,493.00  
6,800.00  
7,419.00  
3,050.00  

SUBTOTAL - CONSULTANTS  

$ 19,337.00

TOTAL ALL PAY CLAIMS  

$ 125,343.88

* Restricted fund  
+ Electronic payment

FOR RECORD ONLY

Payroll 8/5/2022  
Payroll 8/19/2022  

$ 97,902.91  
$ 74,931.74

Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare for the reasons that its passage is necessary to the daily operation of the Village Government.

Passed: September 21, 2022  

__________________________  
John M. Licastro, Mayor

__________________________  
Diana L. Cooks, Village Fiscal Officer