

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING

October 11, 2021

8:00 PM

Meeting Conducted Via WebEx Meeting Platform

PUBLIC ACCESS FOR RESIDENTS:

**Please go to the City's Homepage at www.cityofsoutheuclid.com
and click the "Join City Council Meeting Link"
at the top of the webpage.**

The Password to Join the Meeting is:

3GMqa4Xq3gF (34672497 from phones and video systems)

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES: September 13, 2021
4. REPORT OF MAYOR & DEPARTMENT HEADS
5. REPORT OF LAW DIRECTOR
6. REPORT OF SCHOOL DISTRICT
7. PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS
8. REPORT OF COUNCIL COMMITTEES
9. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION
 1. Ordinance 21-21 Repealing Section 531.09 "Abatement of Criminal Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses Code" of the Codified Ordinances of the City of South Euclid, Ohio. First Reading.
 2. Resolution 46-21 Authorizing the Director of Community Services to prepare and file a grant application for the Ohio Department of Natural Resources "Urban Canopy Restoration Grant Program". First Reading.
 3. Resolution 47-21 Providing a date and time limits for the Halloween observance upon the streets and out of doors for the year 2021. First Reading.
 4. Resolution 48-21 Authorizing the Mayor of the City of South Euclid, Ohio to enter into an agreement with the Cuyahoga County Board of Health for Public Health Services for Fiscal Years 2022 & 2023. First Reading.
10. PUBLIC HEARINGS (OPEN MEETING) RELATED TO OPEN BUSINESS
11. COMMUNICATIONS OF CITY COUNCIL
12. ADJOURN TO EXECUTIVE SESSION for the purposes of discussing pending litigation.
13. ADJOURN

REGULAR MEETING OF SOUTH EUCLID CITY COUNCIL

Council President Joe Frank called the meeting to order and the Pledge of Allegiance was recited.

Roll Call

Present: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

Amend Agenda to include Res. 44-21.

Action: Motion to Amend Agenda **Moved by** Council President Frank, **Seconded by** Councilwoman Goodman.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The agenda has been amended.

Approval of Minutes**July 26, 2021**

Action: Motion to Approve Minutes **Moved by** Council Goodman, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The minutes have been approved.

Report of Mayor

- Council President Frank reported that the Mayor was unable to be at the meeting.
- Poet Laureate Doc Janning recited two poems in observance of 9/11.
- Council President Frank reported that all directors are in attendance except for Police Chief Mays. Assistant Chief Abele is attending in the Chief's absence.
- Housing Director Martin reported that the County has released its triannual property values update and that South Euclid experienced an increase in residential property values of 18%, commercial property at 6% and Industrial property at 1%.
- Economic Development Director Love gave an update on the Leopardo project and reported that the replacement of the City Hall roof is underway, and the back parking lot resurfacing will begin next week. Mr. Love reported that Jersey Mike's restaurant will be opening at the former Jimmy Johns location at Cedar Center and that Coach K's Sports Memorabilia will be opening in the Cedar Green business district.
- Fire Chief Stefko requested City Council's support for Resolution 42-21 to utilize leftover funds from an Assistance to Firefighters Grant to replace radio equipment and intercom headsets.
- City Engineer Blackley gave an update on several road projects and reported that the Harwood Road CDBG resurfacing project will begin at the end of the month and that the Oakmont project is progressing as scheduled. Mr. Blackley reported that the City has received additional funding from Cleveland Water and The Northeast Ohio Regional Sewer District for Phase II Oakmont Road updates.

Report of Law Director. No report.

School District Report none.

Public Hearings (Open Meeting) Related to Agenda Items

No comments.

Legislation Requested by the Mayor & Administration

Introduced by Frank

Resolution 41-21

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. First Reading.

Action: Motion to Approve Legislation, **Moved by** Council President Frank, **Seconded by** Councilwoman Gray.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The legislation has been approved.

Introduced by Frank

Resolution 42-21

RESOLUTION

Authorizing the appropriation of unappropriated funds in the General Fund in the amount of \$28,335.61 to Fund #: 101-1120-52490 for expenses related to the 2019 Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA). First Reading.

Action: Motion to Approve Legislation, **Moved by** Councilwoman Elston, **Seconded by** Council President Frank.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The legislation has been approved.

Introduced by Frank

Resolution 43-21

RESOLUTION

Authorizing the Mayor to enter into an agreement with the United States Department of Agriculture to provide wildlife services, and declaring an emergency. First Reading. The legislation was placed on First Reading and referred to the Recreation Committee for review and discussion.

Introduced by Frank

Resolution 44-21

RESOLUTION

Objecting to the issuance of new liquor permit #1869961 for "Culture Bar and Lounge, LLC" located at 800 South Green Road in the City of South Euclid, Ohio; and requesting a hearing by the Ohio Department of Commerce Division of Liquor Control. First Reading.

Action: Motion to Approve Legislation, **Moved by** Councilwoman Elston, **Seconded by** Councilwoman Gray

Law Director Lograsso gave an overview of the concerns with the liquor permit applicant and Councilwoman Gray stated that she is concerned that the former church property's conversion into a nightclub and the documented issues with the applicant will not make him a good neighbor in the community.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The legislation has been approved.

Public Hearings (Open Meeting) Related to Open Business: None

Communications of City Council

- Councilwoman Goodman reported that the first meeting of the South Euclid Green Energy Working Group was held last week. The group was formed pursuant to the green energy resolution approved by City Council and calls for a plan to be implemented by the City by the end of 2022. Ms. Goodman stated that the working group will meet on the first Wednesday of each month at 5:30 pm and that initial discussion included the conversion of city vehicles to electric vehicles, installation of EV Charging Stations and proposed locations in the city and conversion to alternative energy sources. Ms. Goodman also reported on

the success of the August FreeCycle event held by the Recycling Committee and thanked Officer DiLillo for attending and answering questions for neighbors on Eastway at a recent meeting.

- Councilwoman Continenza reported on the success of the recent Bexley Bash event that was held at Bexley Park and encouraged residents to visit the weekly Farmers Market at the corner of Mayfield and Green every Thursday from 4 pm – 8 pm.
- Councilwoman Elston reported on an upcoming Walk/Bike for Breast Cancer event that will be held on October 9th and will raise funds to benefit The Gathering Place. Ms. Elston reported on the success of the Intersection event and the karaoke contest held at 4 Bistro.
- Councilwoman Gray stated that a Ward One Community Meeting will be held on October 18th at 5:30 pm at Quarry Park.
- Councilwoman Hardy thanked Councilwoman Continenza for her efforts coordinating the Bexley Bash and reported that she toured the City's Service Department and Service Garage and learned a lot.
- Councilman Tisdale requested that as residents continue to go out and socialize at city events that we support our local establishments and school sporting events and activities.
- Council President Frank stated that he also attended the Intersection event and had a great time, as well as the Brown's Tailgate and Watch Party held at Mayfield and Green. Mr. Frank reported on upcoming events, including the One South Euclid Mingle at the Mansion Fundraiser on October 30th. Mr. Frank wished those of Jewish faith a happy New Year.

Adjourn

With no further business to discuss, **Action:** Motion to Adjourn, **Moved by** Council President Frank, **Seconded by** Councilwoman Elston

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Councilwoman Sara Continenza, Councilwoman Chanell Elston, Council President Joe Frank, Councilwoman Jane Goodman, Councilwoman Ruth Gray, Councilwoman Susan Hardy, Councilman Justin Tisdale.

The Meeting Adjourned at 8:50 pm.

Attest:

Council President

Clerk of Council

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 21-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

October 11, 2021

AN ORDINANCE

REPEALING SECTION 531.09 "ABATEMENT OF CRIMINAL ACTIVITY NUISANCES" OF CHAPTER 531 "NUISANCES" OF PART FIVE "GENERAL OFFENSES CODE" OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO.

NOW THEREFORE, BE IT ORDAINED that the Council of the City of South Euclid, Ohio declares as follows:

Section 1: That Section 531.09 "Abatement of Criminal Activity Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses Code" of the Codified Ordinances of the City of South Euclid, Ohio, which reads as follows:

531.09 ABATEMENT OF CRIMINAL ACTIVITY NUISANCES.

(a) The following activities occurring on either residential or commercial properties, or within 1,000 feet of the property line of said residential or commercial property, and engaged in by an owner, occupant or invitee of the owner or occupant of such residential or commercial properties, are hereby declared to be public nuisances.

(1) Any animal violations under Sections 505.01, Dogs and Other Animals Running at Large; Dangerous and Vicious Dogs; 505.09, Barking or Howling Dogs; 505.06, Poisoning Animals; 505.07, Cruelty to Animals; 505.071, Neglect of Animals; 505.08, Noxious Odors; Unsanitary Conditions;

(2) Any disorderly conduct, disturbance of the peace or other violation of Chapter 509 of the Codified Ordinances;

(3) Any drug abuse violation under Chapter 513 of the Codified Ordinances;

(4) Any gambling violation under Chapter 517 of the Codified Ordinances;

(5) Any health, safety or sanitation violation under Chapter 521 of the Codified Ordinances;

(6) Any obstruction of official business violation under Section 525.07 of the Codified Ordinances;

(7) Any alcohol violations under Chapter 529 of the Codified Ordinances;

(8) Any sex offenses under Sections 533.07, Public Indecency; 533.08, Procuring; 533.09, Soliciting; or 533.10, Prostitution, of the Codified Ordinances;

(9) Any offense against another person under Chapter 537 of the Codified Ordinances with the exception of Domestic Violence charged pursuant to Section 537.14 or equivalent Ohio Revised Code section; Menacing by Stalking charged pursuant to Section 537.051 or equivalent Ohio Revised Code section; or Violating Protection Order charged pursuant to Ohio R.C. 2919.27;

(10) Any offense against property under Sections 541.03, Criminal Damaging or Endangering; 541.04, Criminal Mischief, of the Codified Ordinances;

(11) Any littering or deposition of waste under Chapter 527 of the Codified Ordinances;

(12) Any theft violation under Sections 545.05, Petty Theft; 545.08, Unauthorized Use of Property, of the Codified Ordinances;

(13) Any weapons, explosives, firearm or handgun violation under Chapter 549 of the Codified Ordinances;

(14) Any fireworks violation under Chapter 1540 of the Codified Ordinances;

(15) Any waste container violation under Section 1411.081 of the Codified Ordinances;

(16) Any violation of Section [147.04\(s\)](#), Prohibited Standing or Parking Places, no vehicle shall be parked on any lot other than in an enclosed structure thereon or on the driveway from the public right-of-way to the enclosed structure or Section [147.04\(b\)](#), Prohibited Standing or Parking Places, on a sidewalk, except a bicycle;

(17) Any violation under Section [1405.24](#) of the Codified Ordinances;

(18) Any violation under Section [1405.245](#) of the Codified Ordinances;

(19) Any violation under Section [1609.07](#) of the Codified Ordinances; and

(20) Any offense that is a felony under the Ohio Revised Code.

(b) The Chief of Police or his designee, upon finding that two or more nuisance activities declared in this section have occurred within any 12-month period, may cause a written notice and order to be served on the owner of the property declaring that such property is a nuisance property. The notice and order shall set forth the nature of the nuisances, the estimated costs to abate any future nuisances, and state that the owner may avoid being charged the costs of abatement by taking steps to prevent any further nuisance activity as set forth in this section. The notice shall further state that if a third or subsequent nuisance activity as declared in this section occurs within 12 months of the written notice, the City may abate the nuisance by responding to the activities using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property. Notice shall be served as set forth in Sections [531.02](#) and [531.03](#) of the Codified Ordinances.

(c) If within 12 months after the written notice referred to in division (b) of this section has occurred, a third nuisance activity as declared in this section occurs, the City may abate the nuisance by responding to the activity using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property in the same manner as in Section [531.04](#) of the Codified Ordinances, and the costs shall be calculated as set forth in division (e) of this section. The City shall provide notice to the owner of the nuisance property of the City's intent to assess the costs of abatement against the owner's property at least 30 days before such costs are certified to the County for assessment against the property, and such notice shall contain a description of the nuisance activity that is the basis for the notice of intent to assess the property, and the cost to abate. Notice shall be served as set forth in Section [531.03](#) of the Codified Ordinances.

(d) The owner of a nuisance property who receives a notice from the Chief of Police or his designee pursuant to this section may appeal such notice by submitting a written request for reconsideration to the Chief of Police within 30 days of the date of the notice. If the Chief of Police finds that the facts presented do not support the declaration of a nuisance, the Chief shall rescind the notice. Otherwise, the Chief shall deny the request and refer the appeal for hearing by the Board of Zoning Appeals. Any such appeal shall not stay any actions by the City to abate the first or any subsequent nuisance activity. In any such appeal, the City must show by a preponderance of the evidence that each violation stated in the notice being appealed has occurred, and that the declaration of the property as a nuisance property or of the intent of the City to assess the property for abatement costs, whichever is applicable, is justified. The City shall be deemed to have failed to have met this standard if the owner demonstrates by a preponderance of evidence that:

(1) He or she was not the owner at the time of any of the nuisance activity that is the basis of the notice; or

(2) He or she had knowledge of the nuisance activity, but has promptly and vigorously taken all actions necessary to abate each nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9); or

(3) He or she had knowledge of the nuisance activity and could not, with reasonable care and diligence, have known of the nuisance activity; and upon receipt of the notice of the declaration of the property as a nuisance property, he or she promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).

(e) Costs of abatement shall be assessed based upon an escalating defined cost. The escalating defined costs are: two hundred and fifty dollars (\$250.00) upon the first declaration of nuisance under this chapter; five hundred dollars (\$500.00) on the second nuisance declaration; seven hundred fifty dollars (\$750.00) on the third nuisance declaration; and one thousand dollars (\$1,000.00) on each subsequent nuisance declaration. If any violation of nuisance activities described in division (a)(1) through (a)(16) above involves the possession and/or discharge of a firearm in violation of any Federal, State or local law, there shall be an additional cost assessed of two thousand dollars (\$2,000) to each enumerated cost listed in this section.

(f) The declaration of a nuisance property, an order to abate a nuisance, or the assessment of costs by the City on a property, do not affect or limit the City's right or authority to bring criminal prosecution or other legal action against any person for violation of the City's ordinances.

is hereby repealed.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This ordinance shall take effect and be enforced from and after the earliest period allowed by law and upon signature of the mayor.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

URBAN CANOPY RESTORATION GRANT PROGRAM
REQUEST FOR PROPOSALS
Federal Grant ID: 21-DG-11094200-135



INTRODUCTION

Ohio communities have faced a significant decrease in urban tree canopy from invasive insects and disease, extreme weather events, and development pressures. At the height of Ohio's Emerald Ash Borer (EAB) infestation, Ohio lost over 10,000 acres of urban tree canopy each year, totaling an estimated \$9.3 million net loss in benefits per year. This decline has been offset by federal, state, and local efforts to increase canopy, but much remains to equally restore Ohio's urban tree canopy to pre-EAB levels.

Funds supplied by the USDA Forest Service Urban & Community Forestry Program for this grant program are intended to address the critical need to restore and improve urban forests due to catastrophic losses from EAB and to reduce the impact of climate change, while building resiliency through tree planting in urban communities where trees are critical to human health.

SUBMISSION INSTRUCTIONS AND TIMELINE

SUBMIT APPLICATIONS TO tyler.stevenson@dnr.ohio.gov NO LATER THAN **OCTOBER 29, 2021**.

Additional information such as maps, specifications, and supporting documents may be included with the application form (combined single pdf is preferred). The Ohio Department of Natural Resources will review proposals and award projects by November 19, 2021. Projects must be completed by December 31, 2022.

GENERAL INFORMATION

- Ohio cities, villages, townships, and non-profit organizations are eligible to submit proposals for tree planting on non-federal, public lands only.
- Grant funding requests may be in the range from \$2,500 to \$25,000.
- This is a 50/50 match grant program based on reimbursable costs.
- Federal grant monies awarded under this program will be paid only upon evidence of project completion, and approval of eligible expenses and required 1:1 non-federal match.
- Applications **must** include:
 - An authorizing resolution by council
 - A letter of support from the tree board/commission and Mayor/manager
 - The organization's [DUNS Number](#) and State of Ohio [Supplier ID Number](#)
- Non-profit organization applications must also include:
 - A copy of the IRS letter of determination indicating non-profit status.
 - Documented permission from the land-owning authority (e.g., city, village, township) where the project will be performed.
- All projects must conform to the USDA Forest Service Eastern Region [Tree Planting Guidelines](#).
- All trees must be selected, planted, and maintained according to the [ONLA & Division of Forestry Tree Planting Specifications](#), American National Standards Institute (ANSI) [Z60.1](#) and [A300 Standards](#), and the [ISA Best Management Practices](#).
- Subcontracted firms must have appropriate insurance and Workers Compensation.
- Application approval will be based on evaluation criteria and previous grant performance.
- ODNR reserves the right to suggest modifications to the scope of work and reduce grant awards as necessary.

APPLICATION DEADLINE: OCTOBER 29, 2021

URBAN CANOPY RESTORATION GRANT PROGRAM
REQUEST FOR PROPOSALS
Federal Grant ID: 21-DG-11094200-135



EVALUATION CRITERIA (100 Points)

1. **Planning Priority (20 Points):** Describe how the proposed tree planting will bring a community or neighborhood to a desired future condition, achieve a goal or objective, or align with a strategy as described in a respective local or regional Urban Forest Management/Master Plan, Master Planting Design, or climate action, environmental justice, social equity, or green infrastructure plan.
2. **Scope of Work (30 Points):** Provide a scope of work using the following criteria:
 - a. Clearly state the project objective.
 - b. Describe planting locations and attach vicinity maps with site locations. Preference given to tree plantings located in one or more of the following:
 - i. Areas prioritized by [i-Tree Landscape](#) or equivalent UTC assessment to address relevant issues (e.g., human health, stormwater, tree canopy, air/water quality)
 - ii. Areas prioritized to address environmental justice. [Resources and Tools](#)
 - iii. Low tree equity areas as defined by the [Tree Equity Score](#)
 - iv. Areas prioritized to address climate adaptation. [Resources and Tools](#)
 - v. Sites suitable for the proposed species according an [Urban Site Index](#) assessment
 - vi. Sites suitable for trees with larger canopy size at maturity.
 - c. Tree quantity, caliper, stock type and quality:
 - i. Provide number of trees proposed by caliper (in) or height (ft) and stock type (Maximum size allowed: 2 ½" caliper for deciduous and 7' height for conifer)
 - ii. Provide specifications for quality nursery stock (Ex. & guidance: [Urban, Gilman](#))
 - d. Describe plan for urban forest diversification. Preference given to plantings:
 - i. Guided by a [Master Planting Design](#) (Attach copy) and/or
 - ii. Adhering to the 10-20-30 diversity rule or equivalent
 - e. Tree Establishment & Maintenance:
 - i. Provide planting specifications that meet ANSI A300 Part 6 (Examples & guidance: [ONLA/DOF](#), [USFS](#), [Urban Tree Foundation](#), [ISA](#))
 - ii. Provide soil management specifications (if necessary) that meet ANSI A300 Part 2 (Examples & guidance: [Virginia Tech](#), [Urban Tree Foundation](#), [Urban Forester](#), [ISA](#))
 - iii. Provide specifications and/or a [tree maintenance plan](#) that addresses watering, mulching, removal of guy wires/stakes (if used), pruning, and protection.
 - f. Monitoring and Inspection:
 - i. Describe plan for project lead or qualified designee to inspect every tree planted to ensure that tree selection, planting, maintenance methods, and planting locations are correct.
 - ii. Accommodate a preliminary meeting, periodic inspections, and a post-audit by the Ohio Division of Forestry.
 - iii. Include timeline for project completion and final inspection.

APPLICATION DEADLINE: OCTOBER 29, 2021

URBAN CANOPY RESTORATION GRANT PROGRAM

REQUEST FOR PROPOSALS

Federal Grant ID: 21-DG-11094200-135



EVALUATION CRITERIA (continued)

3. **Qualified Personnel (15 Points):** Specify the personnel that will work on this tree planting, including the person responsible for supervising the project. Provide the following if applicable:
 - a. Degree in Urban Forestry or closely related field of study
 - b. Training: Tree Commission Academy, Tree Survival School, tree stewards training, planting workshops (e.g., Tree Planting Refresher), pruning workshops (e.g., Young Tree Training), Urban Forestry Conferences, etc.
 - c. Certifications (e.g., ISA Certified Arborist)
 - d. Urban Forestry experience (years)
4. **Urban Forestry Program Information (30 Points):** Provide the following program information:
 - a. Legal authority: Legally responsible department or citizen commission charged with the development and administration of a comprehensive community tree care program
 - b. Funding: Minimum of \$2.00 per capita (potential grant monies not included). Include expenditures for tree removal, administration expenses, volunteer labor, and other activities involved in managing a community's forest resource
 - c. Community tree care ordinance: At minimum describes policies for public tree establishment, conservation, maintenance, protection, and removal
 - d. Current and actively utilized Urban Forest Management Plan developed from professionally based resource assessments/inventories
 - e. Advocacy/Advisory Organization: Active tree commission or non-profit organization established to support local urban forestry activities
 - f. Routine maintenance: watering, young tree training, mulching, risk assessment & mitigation, pruning, planting
 - g. Grant history: Provide example of successful completion of Division of Forestry grant in the past
5. **Budget (5 Points):** Complete the budget table and provide a budget explanation that outlines the proposal request and includes the specifics of the cost share match.

Example: If the community tree planting project will cost \$10,000, then the grant request and match may appear as follows:

\$10,000 Project
 \$5,000 Grant request to purchase trees
 \$5,000 City/Village/Township match with planting trees

If you have questions regarding the types of planting projects or components that may be considered, please contact your [Regional Urban Forester](#) or Tyler Stevenson at tyler.stevenson@dnr.ohio.gov.

APPLICATION DEADLINE: OCTOBER 29, 2021

URBAN CANOPY RESTORATION GRANT PROGRAM
REQUEST FOR PROPOSALS
Federal Grant ID: 21-DG-11094200-135



ALLOWABLE COSTS

In general, funds may be spent on purchasing, planting, maintaining, and protecting trees during establishment. Associated administrative and outreach costs are also eligible. Construction costs (installing permanent structures) are not allowable, but some costs, such as protective fencing and watering systems for new trees, may be approved if proven necessary to ensure the survival of the planted trees.

ELIGIBLE MATCHING COSTS

All grant funds **MUST** be matched at least equally, **dollar for dollar**. Match may include in-house services, acceptable administrative costs, and volunteer assistance directly related to the proposed tree planting. While other Federal dollars or technical support may contribute to the project, they may not be used to match the Urban and Community Federal grant program dollars. The match must be met by eligible and allowable costs and is subject to match provisions in grant regulations ([Code of Federal Regulations Title 2 Part 200.306](#) and [Subpart E for Cost Principles](#)). Match must meet all the same requirements as the Federal share and be documented sufficiently to support financial tracking and accountability. See the USFS [Matching Funds](#) document for more guidance. Future maintenance beyond the establishment period and any project costs incurred prior to the formal approval of this proposal are **ineligible** for matching purposes.

PAYMENT

Payment shall be made only to the contracted community or organization for invoices paid by the community or organization. Communities and organizations can expect payment within 45 days after the Ohio Department of Natural Resources' receipt of completed reimbursement forms containing valid invoice(s) and/or canceled check(s). Only one reimbursement payment will be made to the contracted community upon completion of all phases of the project and successful inspection by an Ohio Division of Forestry Regional Urban Forester. Only costs associated with the planting of trees along public rights-of-way or on other public lands are eligible for reimbursement.

AWARD AND EXECUTION OF CONTRACT

The highest rated community proposals, based on stated criteria and minimum requirements, will be recommended for funding with available monies. Following approval from the Director of the Ohio Department of Natural Resources, applicants will be notified of their status.

Two agreements (contracts) shall be signed by the successful grant recipient and returned promptly to the Ohio Department of Natural Resources, Division of Forestry for final execution. Receipt of a fully executed contract will serve as official notification for the community to begin their project. *Do not start the approved project or incur any match costs prior to receiving a fully executed agreement.*

APPLICATION DEADLINE: OCTOBER 29, 2021

CITY OF SOUTH EUCLID

RESOLUTION NO.: 46-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

October 11, 2021

A RESOLUTION

AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES TO PREPARE AND FILE A GRANT APPLICATION FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES "URBAN CANOPY RESTORATION GRANT PROGRAM".

WHEREAS, The City of South Euclid is proud of being at the forefront of tree canopy and urban forestry planning and management in Northeast Ohio; and

WHEREAS, The South Euclid Tree Commission has been attending to fostering and stewarding the city's tree canopy since 1992; and

WHEREAS, forest cover is an essential aspect of climate change resilience and the community's ability to adapt to climate change effects; and

WHEREAS, South Euclid's tree canopy provides many benefits including: improving water quality, reducing erosion, reducing stormwater runoff, saving energy, reducing air pollution, enhancing property values, providing wildlife habitat, facilitating social and educational opportunities, and providing aesthetic benefits. Trees are also vital for reducing heat island effect and enhancing overall mental and physical health; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH EUCLID, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1: That the Director of Community Services is hereby authorized to prepare and submit an application to the Ohio Department of Natural Resources "Urban Canopy Restoration Grant Program" for up to \$25,000.

Section 2: That the City of South Euclid does agree to obligate the necessary funds and match required to satisfactorily complete the proposed improvements and become eligible for reimbursement under the terms of the Program.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: Wherefore, this resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2021

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 47-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

October 11, 2021

A RESOLUTION

PROVIDING A DATE AND TIME LIMITS FOR THE HALLOWEEN OBSERVANCE UPON THE STREETS AND OUT OF DOORS FOR THE YEAR 2021.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO:

Section 1: That Halloween activities and observance in the City of South Euclid, Ohio, in the Year 2020, shall take place on Sunday, October 31, 2021.

Section 2: That the custom generally known as "Trick or Treating" shall be permitted only between the hours of 6 p.m. and 8 p.m. on the above date and the provisions regarding peace disturbances as provided for in Chapter 509 of the Codified Ordinances of the City of South Euclid, Ohio are prohibited.

Section 3: That most communities around South Euclid will observe Halloween on October 31, 2021 and the Council of South Euclid desires to do the same to eliminate the misunderstandings among children who may go from one community to another. Residents are asked to follow Covid-19 safety guidelines recommended by the federal Centers for Disease Control (CDC) and the Cuyahoga County Department of Health.

Section 4: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents and for the further reason that a vital function of government is affected thereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

September 23, 2021

Mayor Georgine Welo
City of South Euclid
1349 South Green Road
South Euclid, Ohio 44121

*THANK YOU FOR YOUR
LEADERSHIP, SUPPORT
AND PARTNERSHIP,
MAYOR!
CERRY*

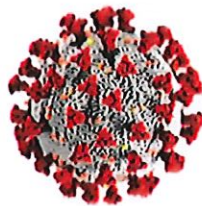
Dear Mayor Welo,

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "...must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district." The Director of the Ohio Department of Health certifies this provision of health services annually. To remain certified, contracts need to be approved by City Councils and returned to the Cuyahoga County Board of Health annually by December 31st.

Pursuant to this directive and our September 8th notification sent to communities through the Cuyahoga County Mayors and City Managers Association, we wish to inform you about our contract renewal plans that include a two-year agreement with increases approved by our Board of Health for 2022 and 2023.

Our community and indeed the world have experienced a time like no other over the last 19 months of the COVID-19 pandemic. As we all know too well, the pandemic has taken a heavy toll in Cuyahoga County. In our health district, the numbers to date, as tracked on our live dashboard (<https://www.ccbh.net/covid-19-information-and-resources/>), are staggering:

CCBH Cuyahoga County Board of Health COVID-19 Dashboard



- View Demographics >
- View Epi Curve >
- View Map >
- View Hospital Utilization >
- View Testing >

MMWR (49)

Total Cases	Lab-Confirmed	Probable	
94,015	79,583	14,432	
Hospitalizations	ICU Admissions	Deaths	Presumed Recovered
5,093	960	1,947	86,913

5550 Venture Drive ♦ Parma, Ohio 44130

Direct: 216-201-2000 ♦ Fax: 216-676-1311 ♦ TTY: 216-676-1313 ♦ www.ccbh.net

Terrence M. Allan, R.S., M.P.H. Health Commissioner

As you are aware, the Cuyahoga County Board of Health (CCBH) has been immersed in the myriad of emergency response activities related to the pandemic. It's hard to describe the extraordinary sacrifices that have been demonstrated by our staff during that time. We also fully recognize that our work is far from over. We now know that we must build additional agency capacity and infrastructure to both sustain our current response and plan for what comes next. This imperative will require the commitment of significant resources at many levels to meet the needs of our community.

Our staff of 165 public health professionals have endured a back breaking schedule in what has been a 24/7 operation in preventing and mitigating the ravages of the pandemic. We are proud to say that, because of their extraordinary expertise and commitment to service, we have thus far prevented the worst. Thankfully, our hospitals have not been overwhelmed with patients and field hospitals were not needed to handle the overflow of demand for care. Using data, science-based public health policy, rapid case investigation, isolation, contact tracing, disease cluster investigation, mass vaccination and sheer will, public health has proven its value when we were needed most. Much hard work lies ahead.

The pandemic has also illuminated some significant gaps in infrastructure, data system modernization needs and overall preparedness and response enhancements that require longer term investments to continue the caliber of response that is required for pandemic preparedness in addition to the wide range of other important public health programs we deliver to the citizens of Cuyahoga County every day.

To date, the additional necessary resources we have utilized in the COVID response have come from the state. As we look to 2022 and 2023, our Board of Health has recognized the need to solidify and diversify the sources for our infrastructure investments in order to sustain our efforts in the challenges that await us.

In addition to COVID demands, local health departments in Ohio are required to be accredited by the National Public Health Accreditation (PHAB) Board and must renew their accreditation every 5 years. CCBH is currently accredited and will be required to be reaccredited in 2024. To meet this timeline, we must begin planning and assembling the required documentation in 2022 and 2023 and assign additional staffing and additional resources to meet this mandate for 2024.

Consequently, the Board voted to establish a two-year agreement with our contract cities and to implement a 10% increase in the contract rate for both 2022 and 2023.

Our public health service contracts for cities are based on a per capita population rate. For 2020 and 2021, our per capita rate has been \$5.45, which was calculated using the 2010 Census population levels for each city. As data from the 2020 Census was recently released, renewal rates will be calculated on the new 2020 census populations. For the upcoming two-year agreement, the contract per capita rate will increase to \$6.00 for 2022 and \$6.60 for 2023.

5550 Venture Drive ♦ Parma, Ohio 44130

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Terrence M. Allan, R.S., M.P.H. Health Commissioner

The following are comparison of current per capita rates from local health departments in Ohio:

Cuyahoga County	\$ 5.45
Toledo-Lucas County	\$ 8.55
Dayton/Montgomery County	\$16.02
Columbus	\$39.57
Cincinnati	\$41.04

We have worked diligently for decades to provide quality public health services to our communities while controlling costs and diversifying funding sources. For many years, we have worked hard to maintain half of our budget coverage through state, local and federal grants, which defrayed costs for delivery of services to your community.

Our annual contract rate represents your total cost for public health services and still stands among the lowest rates for health districts in the State of Ohio.

Per the 2020 Census Data and the noted 10% increase, the contract cost for your community in 2022 will be \$131,298.00 and the contract for 2023 will be \$144,428.00.

Concurrent to our COVID response, the Board of Health must assure the maintenance of our surge capacity to identify, evaluate and respond to a wide range of disease outbreaks and other public health emergencies in your community while providing an extensive portfolio of services for residents.

A comprehensive list and description of our programs and services is included with this communication for your review.

Please contact me with any questions that you may have about the details of this communication.

Sincerely,



Terry Allan, MPH
Health Commissioner

Encl: 2022-2023 Contract
Programs and Services Summary

5550 Venture Drive ♦ Parma, Ohio 44130
Direct: 216-201-2000 ♦ Fax: 216-676-1311 ♦ TTY: 216-676-1313 ♦ www.ccbh.net
Terrence M. Allan, R.S., M.P.H. Health Commissioner

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 48-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

October 11, 2021

AN RESOLUTION

AUTHORIZING THE MAYOR OF THE CITY OF SOUTH EUCLID, OHIO TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PUBLIC HEALTH SERVICES FOR FISCAL YEARS 2022 & 2023.

WHEREAS, it is the desire of this Council to enter into an agreement with the Board of Health of Cuyahoga County to provide for public health services for the City in 2022 and 2023.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, County of Cuyahoga, State of Ohio:

Section 1: That the Mayor of the City of South Euclid, be and she is hereby authorized to execute an agreement with the Cuyahoga County Board of Health providing for public health services within the City of South Euclid, Ohio for Fiscal and Calendar Years 2022 and 2023 (A copy of which is attached hereto and made a part hereof).

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety. Such necessity exists by reason of the fact that immediate action to the obtaining of health services for the City is required, and the foregoing must be adopted at the earliest possible time. Wherefore, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the 1st day of January, 2022 ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of South Euclid**, a political subdivision, with its principal office located at 1349 South Green Road, South Euclid, Ohio 44121 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2021 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September, 2021 is 21,883 residents. The current per capita rate established by the Board is \$6.00 per capita for calendar year 2022 and \$6.60 per capita for calendar year 2023. The total amount due based on the per capita rate will be One Hundred Thirty One Thousand Two Hundred Ninety Eight Dollars and No Cents (\$131,298.00) for calendar year 2022 and be One Hundred Forty Four Thousand Four Hundred Twenty Eight Dollars and No Cents (\$144,428.00) for calendar year 2023. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Thirty One Thousand Two Hundred Ninety Eight Dollars and No Cents (**\$131,298.00**) for calendar year 2022 and the total annual sum of One Hundred Forty Four Thousand Four Hundred Twenty Eight Dollars and No Cents (**\$144,428.00**) for calendar year 2023. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Sixty Five Thousand Six Hundred Forty Nine Dollars and No Cents (**\$65,649.00**) from the regular property tax settlement to be made for said City for calendar year 2022 and Seventy Two Thousand Two Hundred Fourteen Dollars and No Cents (**\$72,214.00**) from the regular property tax settlement to be made for said City for calendar year 2023.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE CITY:

City of South Euclid
Attention: Mayor Georgine Welo
1349 South Green Road
South Euclid, Ohio 44121

And

City of South Euclid
Attention: Director of Law
1349 South Green Road
South Euclid, Ohio 44121

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Georgine Welo

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of South Euclid for the calendar years 2022 and 2023 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.