

P/C 2-27-18 SAFETY
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1st R 3-6-18
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3rd R _____
B/C _____
CAUCUS PRICE 3/6/18

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 9-2018

INTRODUCED BY: COUNCILMAN ORCUTT, *C/W and Mayor Gammella*

A RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR
THE MANAGEMENT OF THE CITY'S "DO NOT KNOCK"
REGISTRY, AND DECLARING AN EMERGENCY

WHEREAS, Section 715.06 of the Brook Park Codified Ordinances establishes registries that persons in lawful possession and occupancy of residential premises in the City of Brook Park (Brook Park) may use to notify peddlers and solicitors to not trespass on their residential premises; and

WHEREAS, the Northeast Ohio Public Energy Council (NOPEC) has established a program to facilitate the management of the "Do Not Knock" registries; and

WHEREAS, Brook Park and NOPEC desire to enter into a Memorandum Agreement in which NOPEC will agree to manage Brook Park's "Do Not Knock" registry established under section 715.06 of the Brook Park Codified Ordinances at no cost to the City or its residents; and

WHEREAS, Brook Park and NOPEC desire to enter into an understanding setting out the processes necessary for NOPEC to manage Brook Park's "Do Not Knock" registry on a regular basis, not less frequently than quarterly each year;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding with NOPEC, with a copy of said Memorandum of Understanding in substantially similar form attached to this Resolution as Exhibit "A."

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and

that all deliberations of this Council and of any of its committees that resulted in such formal actions 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 Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason to enter into a Memorandum of Understanding with NOPEC; therefore, provided that this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law

PASSED: March 6, 2018

[Signature]
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

3/9/18
DATE

HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS
[Signature]
DIRECTOR OF LAW

CERTIFICATE
Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 9-2018 passed on the 6th day of March 2018 by said council.
Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
commencing March 13, 2018
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oreutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF UNDERSTANDING
Between
Northeast Ohio Public Energy Council
And
The City of Brook Park

This Memorandum of Understanding ("MOU") is entered into on this 9th day of MARCH, 2018 by and between Northeast Ohio Public Energy Council (hereinafter referred to as "NOPEC"), a non-profit council of governments created pursuant to Chapter 167 of the Ohio Revised Code, with its principal office located at 31360 Solon Road, Suite 33, in the City of Solon, County of Cuyahoga, State of Ohio and the City of Brook Park (hereinafter referred to as "Brook Park"), a municipal corporation in the State of Ohio, organized and existing under the VII of the Ohio Revised Code, with its principal office at 6161 Engle Road, in the City of Brook Park, County of Cuyahoga, State of Ohio for the purpose of managing and updating Brook Park's "Do Not Knock" registry as set forth in section 715.06 of the Brook Park Codified Ordinances.

WHEREAS, Brook Park has enacted section 715.06 of the Brook Park Codified Ordinances that establishes registries that persons in lawful possession and occupancy of residential premises in Brook Park may use to notify peddlers and solicitors to not trespass on their residential premises; and

WHEREAS, NOPEC has established a program to facilitate the management of "Do Not Knock" registries; and

WHEREAS, Brook Park and NOPEC desire to enter into a memorandum agreement in which NOPEC will assume the responsibility of managing and updating Brook Park's "Do Not Knock" registry; and

WHEREAS, Brook Park and NOPEC desire to enter into an understanding setting out of the processes necessary for NOPEC to manage and update Brook Park's "Do Not Knock" registry on a regular basis;

NOW THEREFORE, it is mutually agreed by and between NOPEC and Brook Park as follows:

Purpose. The intent of this MOU is for Brook Park to transfer to NOPEC, and NOPEC to accept, the responsibility of managing Brook Park's "Do Not Knock" registry.



Objective. NOPEC shall manage Brook Park's "Do Not Knock" registry in accordance with the processes set forth in section 715.06 of the Brook Park Codified Ordinances, and shall also update said registry on a regular basis, no less frequently than quarterly each year following the Effective Date of this MOU.

Obligation of the Parties. It is the desire and wish of NOPEC and Brook Park that this MOU not be a formal contract or indenture, but rather an agreement between the parties to work together in such a manner to promote the management and regular update of Brook Park's "Do Not Knock" registry by NOPEC.

Cost. The services provided by NOPEC to Brook Park and its residents under this MOU will be free of charge.

Cancellation. This MOU may be cancelled by either party within thirty (30) days advance written notice pursuant to the methods of service provided herein. In the event either party hereto so acts to cancel this MOU, NOPEC shall immediately thereafter provide Brook Park with a digital copy of all items produced under this MOU, including the most current Brook Park "Do Not Knock" registry list and any documents, reports, records, maps, data or media produced in connection with this Agreement.

General Terms of Understanding. The general terms of this MOU are outlined below.

1. This MOU may be amended or modified at any time in writing by mutual agreement of the parties hereto.
2. Any notice of communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following:

NOPEC
Mr. Tony Ramos
Community Outreach Director
31360 Solon Road, Suite 33
Solon, OH 44139

CITY OF BROOK PARK
Safety Director
6161 Engle Road
Brook Park, OH 44142

3. Any item produced under this MOU including any documents, reports, records, maps, data, or media, are the property of Brook Park, Brook Park hereby grants to NOPEC an unrestricted license to reproduce, distribute, maintain and use the deliverables. To the extent such items are original works of authorship or products created and developed by Brook Park, Brook Park retains any and all

rights, title and interest in any new or preexisting intellectual property. Brook Park agrees not to obtain copyright, patent, or other proprietary protection for the deliverables produced in connection with this Agreement.

4. Brook Park and NOPEC acknowledge that they are both public bodies and/or public offices 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 affecting any and all manner of communication and any and all documents in any format or media.
5. In the event of any dispute or disagreement between Brook Park and NOPEC with respect to the interpretation of any provision of this MOU, or with respect to NOPEC's performance of its responsibilities hereunder which cannot be resolved in the normal course of business, then upon written notice of either Party to the other adhering to the following:
 - a) Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b) No formal action of such dispute may be commenced by the Parties until either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other Party; and
 - c) The rights and obligations of the parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
6. In no event shall NOPEC be liable to Brook Park for its representatives for any damages of any nature or type whatsoever, including without limitation, direct or indirect, special compensatory or non-compensatory, consequential, incidental, punitive, or exemplary damages of any type, whether arising in contract or tort (including negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this MOU, unless caused by the gross negligence or intentional misconduct of NOPEC, its officials, attorneys, agents, and/or employees.

7. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
8. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU is determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU to be invalid, or unenforceable, but that by limiting said provision it would become valid or enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
9. Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
10. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the Parties in writing subsequent hereto shall supersede and preempt any conflicting provisions of this MOU.
11. By entering into this Agreement, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Brook Park and NOPEC may be executed by electronic means, and that the electronic signatures affixed by Brook Park and/or NOPEC to said documents shall have the same effect as of that signature was manually affixed to a paper version of the document.

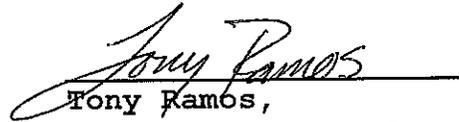
This MOU is hereby agreed, acknowledged and executed by the duly authorized representatives below.

CITY OF BROOK PARK

NOPEC



Michael Gammella, Mayor



Tony Ramos,
Community Outreach
Director

Date 3/9/18

Date 3/12/18