

AGREEMENT
Between
THE CITY OF CLEVELAND
And
THE CITY OF PARMA
For
BILLING REFUSE CHARGES

THIS AGREEMENT is entered into as of the _____ day of _____, 2015, by and between the City of Cleveland, Department of Public Utilities, Division of Water (hereinafter "Cleveland"), under the authority of Section 129.21 of the Codified Ordinances of Cleveland, Ohio, and the City of Parma, (hereinafter "Parma") under the authority of Ordinance/Resolution No. 169-15, passed by the Council of the City of Parma on _____, 2015.

RECITALS:

- 1) Parma has established local refuse charges for its residents located within the City of Parma; and
- 2) Parma desires to have Cleveland bill and collect such refuse charges on behalf of Parma in accordance with the terms and conditions set forth in this Agreement.

Now, therefore, Cleveland and Parma mutually agree as follows:

AGREEMENT:

Section 1. Cleveland agrees to bill, collect, and account for the refuse charges ("Refuse Charges") lawfully established and imposed by Parma on its residents supplied by metered public water supply.

Section 2. Cleveland will bill the Refuse Charges quarterly or monthly in accordance with the then-existing billing schedule for the Cleveland Division of Water. This billing will commence with the first full billing cycle commencing on or after October 1, 2015 or the first full billing cycle after signing this Agreement, whichever is later.

Section 3. Cleveland agrees to perform billing, collecting, and accounting services on behalf of Parma for the billing of the Refuse Charges to Parma residents for the fee of Two and 30/100 Dollars (\$2.30) per bill rendered. Services will include, but not be limited to, production of refuse bills, receipt and posting of payments, financial reporting, collection and periodic reconciliation of funds, and E-Z Pay services. (The fee may be adjusted annually. Cleveland will give Parma at least one hundred twenty (120) days advance notice of any fee adjustment.)

Section 4. Parma agrees to facilitate the billing process by:

1. Providing necessary data in the format required by Cleveland Department of Public Utilities and Department of Fiscal Control;
2. Making available those members of Parma staff whom are qualified to answer questions that may arise;
3. Cooperating in the notification of all Parma customers of the future changes in their billing services; and
4. Providing to Cleveland any proposed changes to the Refuse Charges at least four (4) months in advance of such proposed changes.

Section 5. On or about the fifteenth (15th) day of each month, Cleveland shall remit to Parma by wire transfer the Refuse Charges collected during the preceding month and credited to customers' accounts as well as a Summary Statement of Remittance Activity and a Cash Receipts Report.

Section 6. Cleveland shall make the billing and accounting records regarding the collection of Refuse Charges from Parma residents available to Parma at any reasonable time during business hours.

Section 7. The Initial Term of this Agreement shall run through the billing cycle ending December 31, 2016 ("Initial Term"). The Agreement shall automatically renew for additional one-year terms ("Renewal Term(s) and, collectively with the Initial Term, the "Term(s)") unless terminated in writing by either party no more than ninety (90) days before the end of any Term. After the expiration of the Initial Term, either party may terminate this Agreement upon ninety (90) days written notice to the other.

Section 8 All correspondence related to this Agreement shall be in writing and shall be served by regular U.S. mail, postage prepaid, to the following address or such other address as either party shall give by written notice to the other.

To Cleveland: City of Cleveland
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, OH 44114
Attention: Director of Public Utilities

To Parma: City of Parma
6611 Ridge Road
Parma, OH 44129
Attention: Mayor

All legal notices related to this Agreement shall be served by certified mail, postage prepaid, return receipt requested.

Section 9 This constitutes the entire agreement of the parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Ohio.

Section 10. The waiver of any party to this Agreement of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay, or omission in the exercise of any rights shall operate as a waiver.

Section 11. The parties agree they have participated jointly in the negotiation and drafting of this Agreement.

Section 12. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 13. The undersigned representatives of each of the parties represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has

approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

The parties have signed their approval to the terms and conditions of this Agreement:

CITY OF CLEVELAND

CITY OF PARMA

Robert L. Davis, Director
Department of Public Utilities

Timothy DeGeeter, Mayor

Date: _____

Date: _____

The legal form and correctness of this Agreement are approved.

The legal form and correctness of this Agreement are approved.

Barbara A. Langhenry
Director of Law

By: _____
Laure A. Wagner
Assistant Director of Law

By: _____
Timothy G. Dobeck
Director of Law