

MEMORANDUM OF UNDERSTANDING

between

Northeast Ohio Public Energy Council

and

The City of Parma

This Memorandum of Understanding (MOU) is entered into on this _____ day of August, 2017 (the "Effective Date"), by and between the 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 Parma (hereinafter referred to as "Parma"), a municipal corporation in the State of Ohio, organized and existing under Title VII of the Ohio Revised Code, with its principal office located at 6611 Ridge Road in the City of Parma, County of Cuyahoga, State of Ohio for the purpose of managing and updating Parma's "Do Not Knock" registry as set forth in section 757.06 of the Parma Codified Ordinances.

WHEREAS, Parma has enacted section 757.06 of the Parma Codified Ordinances that establishes registries that persons in lawful possession and occupancy of residential premises in Parma 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

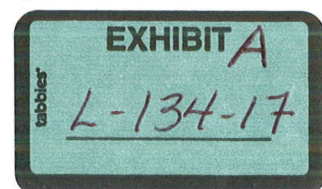
WHEREAS, Parma and NOPEC desire to enter into a memorandum agreement in which NOPEC will assume the responsibility of managing and updating Parma's "Do Not Knock" registry; and

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

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

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

Objective. NOPEC shall manage Parma's "Do Not Knock" registry in accordance with the processes set forth in section 757.06 of the Parma Codified Ordinances, and shall



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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 Parma that this MOU not be a formal contract or indenture, but rather an agreement between said parties to work together in such a manner to promote the management and regular update of Parma's Do Not Knock registry by NOPEC.

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

Cancellation. This MOU may be cancelled by either party with 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 Parma with a digital copy of all items produced under this MOU, including the most then current Parma "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, Ohio 44139

City of Parma
Tom Weinreich, Safety Director
6611 Ridge Road
Parma, Ohio 44129

3. Any item produced under this MOU including any documents, reports, records, maps, data, or media, are the property of Parma. Parma 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 Parma, Parma retains any and all rights, title and interest in any new or preexisting intellectual property. Parma agrees not to obtain copyright, patent, or other proprietary protection for the deliverables produced in connection with this Agreement.

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4. Parma 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 Parma 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 for 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 Parma or 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.

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- 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 Parma and NOPEC may be executed by electronic means, and that the electronic signatures affixed by Parma 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 PARMA

NOPEC

Timothy DeGeeter, Mayor

Tony Ramos,
Community Outreach Director

Date

Date