

**LANDLORD/TENANT SERVICES AGREEMENT  
BETWEEN THE CITY OF PARMA, OH. AND KATZ CONSULTANTS, LLC.**

THIS LANDLORD/TENANT SERVICES AGREEMENT (“AGREEMENT”) made and entered into on the date written below, by and between the City of Parma ("PARMA"), and Katz Consultants, LLC (“KATZ”), an independent contractor.

WHEREAS, PARMA desires to retain the services of KATZ, and KATZ desires to render landlord/tenant services for PARMA, upon the terms and conditions hereinafter stated:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, PARMA and KATZ (individually, a “Party”; collectively the “Parties”) hereby agree as follows:

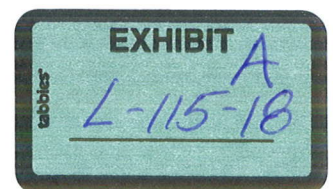
**SECTION 1 – SCOPE OF SERVICES**

1.1 Term. PARMA agrees to retain the services of KATZ, as an independent contractor, for a one year term commencing on \_\_\_\_\_, 2018 or until terminated in accordance with Section Three of this AGREEMENT.

1.2 Services. KATZ agrees to perform professional services for PARMA on the terms and conditions set forth in this AGREEMENT, and agrees to devote all necessary time and attention to the performance of the services specified in this AGREEMENT. KATZ services shall include but are not limited to 1.) providing rental information and advice, but not legal services, to both commercial and residential landlords in PARMA and commercial and residential tenants of PARMA by receiving and processing telephone and direct (face to face) requests for service during the period of the AGREEMENT; 2.) provide a monthly report to PARMA detailing the individuals who KATZ consults with, the general nature of the landlord/tenant complaints, the option(s) suggested to the landlord and/or tenant and (if appropriate) the status of the complaint, and, 3.) provide no more than two training seminars a year on landlord/tenant rights, duties and obligations.

1.3 Service Delivery. KATZ shall provide information regarding rights, responsibilities and remedies under Ohio’s Landlord/Tenant Law for residential/commercial tenants and residential/commercial landlords of the City of Parma. KATZ shall operate its phone call-in direct requests for service from the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays observed by the city of Parma.

1.4 Services Not Provided. KATZ services do not included mediation services including eviction diversion mediation and quality of life mediation for neighbor to neighbor disputes.



## SECTION 2 - INDEPENDENT CONTRACTOR STATUS

2.1 Independent Contractor Status. KATZ is performing services under this AGREEMENT as an independent contractor in accordance with Internal Revenue Service guidelines and is not in an employee-employer relationship with PARMA. Neither KATZ nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of PARMA. As KATZ is an independent contractor, PARMA shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for PARMA under this AGREEMENT. KATZ shall be solely responsible for all compensation, benefits, insurance, taxes and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with KATZ, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment.

## SECTION 3 – COMPENSATION

3.1 Compensation. In consideration of the services to be rendered by KATZ to PARMA, PARMA shall pay to KATZ the amount of \$1,042.00 per month.

3.2 Withholding and Other Benefits. Because of KATZ'S independent contractor status, compensation paid pursuant to this AGREEMENT shall not be subject to the withholding of federal, state or local income taxes or any other employment taxes. KATZ shall be solely responsible for reporting and paying all such taxes. PARMA shall not provide KATZ with any coverage or participation in PARMA's benefits program including but not limited to accident, health, life or disability income insurances, medical expense reimbursement, wage continuation plans, or other fringe benefits PARMA provides.

## SECTION 4 - TERMINATION

4.1 Termination. This AGREEMENT may be terminated by either party, with or without cause, for any reason or no reason, upon thirty (30) days written notice to the other party. This AGREEMENT may also be terminated by the mutual written agreement of the parties.

## SECTION 5 - INDEMNIFICATION

5.1 Indemnification. KATZ agrees to indemnify, defend and hold PARMA harmless against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any service(s) provided by KATZ pursuant to this AGREEMENT.

## SECTION 6 – ASSIGNMENT

6.1 Assignment. KATZ shall not assign any of its rights under this AGREEMENT, or delegate the performance of any of its duties hereunder, without the prior written consent of PARMA.

## SECTION 7 - REPRESENTATIONS AND WARRANTIES OF KATZ

7.1 Representations and Warranties of Katz. KATZ represents and warrants to PARMA that there is no employment contract or other contractual obligation which prevents it from entering into this AGREEMENT or from fully performing KATZ'S duties under this AGREEMENT. KATZ is under no obligation, contract or agreement that will, in any manner, prevent it giving and PARMA receiving the full benefit of its consulting services

## SECTION 8 - INSURANCE

8.1 Insurance. KATZ shall obtain and maintain in force, at its own expense, throughout the performance of its obligations under this AGREEMENT, general liability and professional liability insurance coverages against claims, regardless of when asserted, that may arise out of, or result from, KATZ'S operations in connection with the previously described services. This insurance shall include the following coverage(s) that is checked below and designate the City of Parma as an "additional insured" or "certificate holder".

\_\_\_\_ General Liability. KATZ agrees to maintain a policy of insurance in the minimum amount of \$1,000,000, including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages for any negligent acts committed by KATZ or its employees or agents during the performance of any services under this AGREEMENT. The City of Parma shall be designated as an "additional insured" under this policy of insurance.

\_\_\_\_ Professional Liability Insurance. KATZ agrees to maintain a policy of insurance in the minimum amount of \$ 1,000,000 for any negligent acts and/or errors and omissions committed by KATZ or its employees or agents during the performance of any services under this AGREEMENT. The City of Parma shall be designated as a "certificate holder " under this policy of insurance.

\_\_\_\_ Workers Compensation, if required under Ohio law. KATZ agrees to provide worker's compensation insurance for its employees and agents and agrees to hold harmless and indemnify PARMA for any and all claims arising out of any injury, disability, or death of any of KATZ'S employees or agents.

## SECTION 9 – NOTICES

9.1 Notices. All notices required hereunder shall be in writing and delivered to:

PARMA: City of Parma Law Department  
Timothy G. Dobeck, Law Director  
6611 Ridge Road  
Parma, Ohio 44129

KATZ CONSULTANTS, LLC: Gary Katz, President  
Katz Consultants, LLC  
26091 Fairmount Blvd.  
Beachwood, OH. 44122

## SECTION 10 – PUBLIC RECORDS/OWNERSHIP OF DOCUMENTS

10.1 Public Records. The parties agree and acknowledge that records created pursuant to the AGREEMENT may be public records under the Ohio Public Records Act and agree to timely coordinate with each other on responses to public record requests and the determination of records retention schedules. Notwithstanding the foregoing, the parties agree that nothing in this AGREEMENT shall be construed as limiting a party from responding to a public record request in accordance with Ohio law.

10.2 Ownership of Documents. PARMA shall retain ownership of all work product and documents created by KATZ pursuant to this AGREEMENT. All records, documents, notes, data and other materials required for or resulting from the performance of the services hereunder shall not be used by KATZ for any purpose other than the performance of the services hereunder without the express prior written consent of PARMA. All such records, documents, notes, data and other materials shall become the exclusive property of PARMA and PARMA shall retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this AGREEMENT expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored by KATZ pertaining to PARMA will be given to and become the property of PARMA. PARMA and its duly authorized representatives shall have access to and may make copies of any books, documents, papers and records of KATZ that are related to this AGREEMENT for the purposes of audit or examination, other than KATZ's financial records.

## SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 Provisions Binding. The provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and/or assigns of the parties. Any provision hereof which imposes upon KATZ or PARMA an obligation after termination or expiration of this AGREEMENT shall survive termination or expiration hereof and be binding upon KATZ or PARMA.

11.2 Waiver. No waiver of any provision of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.3 Controlling Law. This AGREEMENT shall be governed by and shall be construed in accordance with the laws of the State of Ohio.

11.4 Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this AGREEMENT shall be binding unless executed in writing by both parties.

11.5 Multiple Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11.6 Severability. If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this AGREEMENT shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

11.7 Headings. The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this AGREEMENT or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties executed this AGREEMENT as of  
the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PARMA**

**KATZ CONSULTANTS, LLC**

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Timothy G. Dobeck, Law Director City of Parma

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Gary Katz, President  
Katz Consultants, LLC

Approved as to form:

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City of Parma Law Department  
Timothy G. Dobeck, Law Director  
6611 Ridge Road  
Parma, OH 44129  
440.885.8132