

ORDINANCE NO. 2017- 23
INTRODUCED BY: MR. NEWELL

4011

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH INTEGRITY PARKING SYSTEMS,
LCC, A LIMITED LIABILITY COMPANY, TO PROVIDE
PARKING CONSULTING SERVICES TO THE VILLAGE OF
CHAGRIN FALLS AND DECLARING AN EMERGENCY.**

WHEREAS, the Mayor and Council of the Village of Chagrin Falls ("Village") want to engage the firm of Integrity Parking Systems, LLC to provide consulting services to the Village and consider changes to parking and parking systems within the business areas of the Village; and

WHEREAS, the Village has determined that it requires the services of an experienced professional firm to advise on the acquisition of software programs and hosting services.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:**

SECTION 1. The Mayor be and is hereby authorized and directed to enter into an agreement to engage Integrity Parking Systems, LLC for the purpose of providing parking and parking system consulting services to the Village substantially upon the terms and conditions set forth in the Agreement attached hereto as Exhibit "A". The Mayor is hereby authorized to make changes to the Agreement that he deems appropriate, that are not material in nature, and in particular, regarding the payment of invoices and related matters.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.


SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to be able

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to obtain consulting services as soon as possible and to assist, in a timely fashion, with obtaining requests for proposals for software programming for parking meters within the Village; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: May 8, 2017



Council President

Submitted to the Mayor for approval on this 9 day of May, 2017

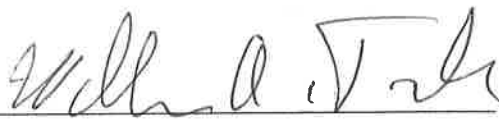
Approved by the Mayor this

9 day of May, 2017

ATTEST:



Clerk of Council



Mayor

EXHIBIT "A"



James V. LaRocco, Managing Partner
9828 East Washington Street
Chagrin Falls, OH 44023
440-543-4123
jimlarocco@integrityparking.com

March 10, 2017

Mayor William Tomko
Village of Chagrin Falls, Ohio
21 Washington Street
Chagrin Falls, OH 44022

Re: Engagement of Integrity Parking Systems, LLC

Dear Mayor Tomko:

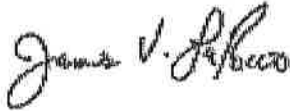
This letter describes the terms under which Integrity Parking Systems, LLC ("IPS") is pleased to offer its Parking consulting services to Chagrin Falls (the "Village").

1. All service requests ("Work Order") must be sent to IPS in writing (via regular mail, overnight mail, fax, or e-mail, as shown in this letter) and in advance of the intended service start date, in order to confirm the exact scope of the requested work and to ensure adequate coordination with IPS's current project schedule.
2. Upon IPS's receipt of a Work Order, IPS will provide the Village with an estimated number of hours (including a maximum price) and will not commence the work until the Village has acknowledged receipt of such estimate and notified IPS that the estimate is acceptable. Any material changes to a Work Order must be mutually agreed in writing.
3. The due date for any work described in a Work Order shall be described in the Work Order itself, or shall be otherwise agreed in writing (which may include e-mail) between the Village and IPS. IPS is not responsible for delays beyond its control.
4. Our services will be billed to the Village at an hourly rate of \$160 (representing a discount from our normal \$200/hour rate), as and when requested by authorized Village personnel. We will also invoice the Village for all pre-approved out-of-pocket expenses. Payment terms are net ^{thirty (30)} ~~ten (10)~~ days from receipt of IPS invoice. IPS reserves the right to suspend any work-in-progress if any invoice remains unpaid beyond its stated due date. In the event of nonpayment, the Village shall be responsible for IPS's costs of collection.
5. This letter agreement is governed by Ohio law. Any lawsuits regarding this letter agreement or its subject matter may only be filed in Cuyahoga County, Ohio.

Mayor TOLL Brick
June 14, 2014
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If you are in agreement with the terms set forth above, please sign this letter in the space provided below and return an executed copy to the attention of the undersigned.

Sincerely,



James V. LaRocco
Managing Partner
INTEGRITY PARKING SYSTEMS, LLC

Agreed to and accepted:
Village of Chagrin Falls

Date: May 9, 2017

By: William A. Towk

Printed Name: WILLIAM A. TOWK

Title: Mayor