



June 5, 2025



**CITY OF CLEVELAND
HEIGHTS**

Recreation Center AV

REVISION 1

Client

City of Cleveland Heights

Project

Recreation Center AV

Proposal #

2054



HOW ARE WE DIFFERENT?

PHILOSOPHY

At the heart of Eko Solutions, LLC is a philosophy centered around the meaning of the word "Allelon". Allelon comes from the Greek word meaning mutual, together, and reciprocal.

One core idea impacts every aspect of our business and is the foundation of how we conduct business itself. Our client, vendor, and international relationships all hinge on the concept of Allelon. Creating strategic long-term partnerships allow us to share an extended vision with our clients and partners.

We look to exceed the expectations of our clients through listening and sharing our vision and goals by forming relationships from what could normally be considered day to day business transactions.

VALUES

We provide and support solutions that enhance client's experiences with audio, presentation, and collaboration technology.

We believe in demonstrating an unwavering commitment to our customers by ensuring every project meets with success. We value transparency, humility, and forthrightness as our primary business values.

Eko Solutions values our community by investing a portion of our time, experience, and materials to helping deserving charities and nonprofit groups receive free or reduced price audio visual systems.

We ask our clients to partner with us by donating any unneeded or surplus equipment to this venture.

EXPERIENCE

Eko members collectively have over 105 years of audio visual and low voltage systems experience. Our managing members have advanced technical knowledge in nearly every aspect of the design, programming, and installation of AV equipment.

Eko has travelled throughout the United States completing projects of varied size and scope. While having the experience to complete large and complex projects our nimble size also helps us excel with projects of all sizes.

Our experience leads us to focus on two main tenants of a project – client expectations and final commissioning. These two items will overwhelmingly define the success of a project and you will see it is where we will practice Allelon.



PROJECT OVERVIEW

DATE June 5, 2025

CLIENT City of Cleveland Heights

CONTACT Steve Barker
216.291.5795

ADDRESS 40 Severance Circle
Cleveland Heights, OH 44118

SITE ADDRESS & CONTACT Cleveland Heights Recreation Center
1 Monticello Blvd.
Cleveland, Ohio
44118

EXECUTIVE SUMMARY This proposal includes material and services to install an audio/visual system in the recreation center.
Revision 1 – Updated pricing and added Barco Clickshare as an option

EKO CONTACT Brad Kestner, COO
Tel: 1.800.351.1155 x 800
Cell: 440.949.9137
brad.kestner@ekosolutions.us

VALID UNTIL July 15, 2025

Eko hopes this proposal and supplemental information provides a detailed summary of our approach to your audio/visual needs. If any time you have a question, please ask! We strive to be transparent in our processes and throughout all phases of a project.





PROJECT PROCESS

DESIGN . PLAN . PROCURE

PREPARE

- DESIGN | Eko will complete a thorough review of the design and prepare drawings to ensure system functionality.
- PLAN | Eko will work with you to coordinate installation details and any items required by other contractors.
- PROCURE | Eko goes beyond just purchasing products. We plan procurement to meet our client's schedules and we stage, test, and program equipment, off-site, for more efficient installations.

INSTALL . COMMISSION . PROGRAM

DELIVER

- INSTALL | Our team of installers are professionals that specialize in audio visual installations and hold industry certifications and associated training to ensure rigorous quality standards are met or exceeded.
- COMMISSION | This critical step in the project process can make or break a project. Commissioning entails the detailed process of ensuring AV systems function as designed. Final adjustments to audio settings or video equipment are critical in sophisticated systems.
- PROGRAM | System programming goes hand in hand with commissioning. Ensuring our code/programs are well written and tested thoroughly ensures a good start for the end users with customized solutions aimed at meeting our client's specific needs.

TRAIN . DOCUMENT . SUPPORT

PROTECT

- TRAIN | Audio visual systems are only useful when people understand how to use them. While we always strive for simple to use and intuitive systems our training will ensure your investment is utilized to its fullest potential.
- DOCUMENT | Equipment lists, as-built drawings, and backup copies of all programming files will be stored in our systems and provided to you. Eko will ensure you have the documentation you require to maintain and service your systems.
- SUPPORT | From preventative maintenance to service requests Eko will be there to support you.
- WARRANTY | One Year Warranty Included on all material and labor



PROJECT BREAKDOWN

Audio

A new audio-visual system will be installed and configured to provide a user-friendly solution for presentations, audio reinforcement, and other events.

For video reproduction, a NEC 5,400 lumen WUXGA LCD laser projector will be installed on a ceiling mount and configured to provide robust video content onto a Da-Lite Cosmopolitan motorized screen. The screen measures 87" x 139" (164" diagonal - 16:10 aspect ratio) and will be controlled through the control system.



To connect video into the system, an Extron HDMI décora input plate will be installed and wired back to the projector.

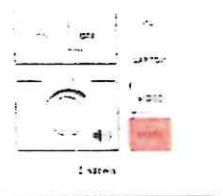
Audio will be reinforced in the space with the installation of (8) 4" high-performance ceiling speakers. The speakers will be powered by an Extron rack mounted power amplifier. Audio will be configured for optimum performance and clarity.



An Audio-Technica System 20 PRO digital wireless microphone system, including a dual rack-mounted wireless receivers, and (2) handheld microphone transmitters will be installed.

To control the system, an Extron MediaLink controller will be installed, programmed, and configured for easy operation to turn the system on/off, automatic screen control, and control volume.

All required equipment will be housed in a wall mounted rack system. All components will be neatly wired for a clean installation.



Services

Services include Engineering, CADD (documentation), programming, cable pull, device installation, system commission, and training.

****AC power by others***





Option 1 – Video Projector Deduct

This option includes a deduct to remove the base bid projector from the design and integrate a NEC 4,700 Lumen WUXGA projector.



Option 2 – Barco Clickshare

This option includes adding wireless presentation capability to the system with the integration of a Barco C-10 Clickshare unit. To integrate the Barco unit into the system, an Extron DTP switcher will be installed and the active HDMI input plate in the base system will be replaced with a passive HDMI input plate (wired back to rack instead of direct to projector).

The Clickshare is for presentation only (non-conferencing)





PRICING SUMMARY

Client

City of Cleveland Heights

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System

Audio Visual System

Description

Material and Services

Cost

\$ 17,138

Total \$ 17,138

Cuyahoga County Tax N/A

Grand Total \$ 17,138

**If tax exempt, a valid tax exemption certificate is required*

OPTIONS

Description

Cost

Option 1

Projector Deduct

\$ (1,532) Deduct

Option 2

Barco Clickshare

\$ 2,751 Addition

Payment Schedule

- 1 25% Down Payment Upon Proposal Acceptance
- 2 Balance Progress billed monthly - NET15 Terms

Pricing Exclusions or Exceptions

** Taxes are not included in OPTION pricing*

EKO Solutions

Brad Kestner

Brad Kestner

EKO Solutions

this proposal and all work, services, and equipment provided under it shall be governed by the Terms and Conditions, attached to this estimate, and made part hereof. By signing this proposal, you agree to be bound by these Terms and Conditions.

City of Cleveland Heights

Karlil Seren 3-13-25

Accepted by

Date

Karlil Seren

Printed Name



PROJECT SCOPE

Client

City of Cleveland Heights

Project

Recreation Center AV

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ENGINEERING

Description	Responsibility	Description	Responsibility
Functional Drawings	EKO	Submittals	N/A
Device & Cable Drawings	N/A	Owners Manuals	N/A
Rack Elevation Drawings	N/A	As-Built Documentation	EKO
Plate Detail Drawings	N/A		

NOTES *

FIELD & INSTALLATION

Description	Responsibility	Description	Responsibility
Demolition	N/A	Cable [provide material]	EKO
Power	Owner	Cable Pull	EKO
Rough-In	Existing	Blocking	Owner
Pathways	Existing	Cutting & Patching	N/A
Backboxes	N/A	Field Devices	EKO
Floor Boxes	N/A	Field Plates	EKO
Table Interfaces	N/A	Headend	EKO
Lift / Scaffolding	N/A		

NOTES *

SPECIALTY SERVICES

Description	Responsibility	Description	Responsibility
Rack Assembly	EKO	System Commissioning	EKO
Field Plate Fabrication	N/A	Cable & Device Testing	EKO
NOTES *			
System Configuration	EKO	On-Site Training	EKO
System Programming	EKO	Training Materials	N/A
		Event Support	N/A

**Additions and Exclusions to this scope are noted on the next page and are included in the overall scope of this project.*



PROJECT SCOPE

ADDITIONS / EXCLUSIONS

EKO ADDITIONAL NOTES AND INCLUSIONS

- 1 Limited scope equipment detailed in this proposal including commissioning & programming
- 2 EKO's one-year parts and labor warranty is included for all new equipment. Please note, after hours support and emergency service are not included in the basic labor warranty.
- 3 Turnover of complete documentation package including programming files.
- 4 System training including End-User and Technical training.

CLIENT RESPONSIBILITIES & EXCLUSIONS

- 1 All conduit, junction boxes, AC power (receptacles), concrete penetrations, and any other related electrical work.
- 2 Patching, painting, sheetrock repairs, millwork modification, or final finishes of building's surfaces
- 3 PE stamped drawings or licensed engineering review
- 4 Relocation of any building infrastructure components such as HVAC, plumbing, or conduit.
- 5 Building structural modifications including cutting, welding, or reinforcement of steel supports
- 6 AC power for new equipment provided by client





Terms & Conditions

1. Applicability.

(a) These terms and conditions for services (these "Terms") are the only terms that govern the provision of services by Allelon Systems Integration, LLC ("Service Provider") to the customer ("Customer") as specified in the project proposal.

(b) The accompanying project proposal (the "Project Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Project Proposal (or any other document), the Terms shall govern.

(c) These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services and Products. Service Provider shall provide the services and products to Customer as described in the Project Proposal (the "Services" and the "Products") in accordance with these Terms.

3. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Project Proposal, and any such dates shall be estimates only.

4. Customer's Obligations. Customer shall cooperate with Service Provider in all matters relating to the Services and Products and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

5. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services and Products by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Project Proposal. All fees shall be paid in US dollars.

(b) Customer shall pay all invoiced amounts due to Service Provider within thirty (30) days from the date of invoice. Customer understands that Customer may receive multiple invoices from Service Provider.

(c) In the event payments are not received by Service Provider within 15 days after becoming due, Service Provider may charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. Customer agrees to reimburse and pay Service Provider for any attorney fees and collections fees associated with the enforcement of this Section 6.

(d) Credit Card payments shall be subject to a 3% processing fee.

7. Taxes.

(a) Prices and/or fees quoted by Service Provider are inclusive of any taxes, levies, duties, or other governmental charges, shipping, and insurance unless otherwise specifically outlined within the Project Proposal. If Customer is exempt from any tax, proof of exempt status is required prior to order acceptance.

(b) Any and all taxes, levies, duties and governmental charges or other charges of any nature, present or future, imposed on Service Provider or which Service Provider has a duty to collect in connection with the sale, delivery, or use of any Products and/or Services will appear as separate line items on the invoice.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Project Proposal (collectively, the "Deliverables") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

9. Confidential Information. All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Service Provider. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.



10. Representation and Warranty.

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. In addition, Service Provider warrants that the Products sold and installed by Service Provider will be free from defects in materials and workmanship for a period of one (1) Year from substantial completion or, with respect to Products manufactured by a third party, such longer period of time (if any) provided by such manufacturer. Service Provider shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Service Provider which, within the sole, reasonable judgment of the Service Provider, results in an adverse effect, including effects upon performance or reliability of the Products

(b) The Service Provider shall not be liable for a breach of the warranty set forth in Section 10(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within thirty days of the time when Customer discovers or ought to have discovered that the Services were defective. Notwithstanding anything to the contrary, the Service Provider shall not be liable for a breach of the warranty for Products as set forth in Section 10(a) unless Customer give written notice of the defective Product to Service Provider within 48 hours of delivery of Product.

(c) As for Services, subject to Section 10(b), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate. Replacement and/or repaired Products, parts and components provided pursuant to this Standard Limited Warranty under this Section are warranted to be free from defects in materials and craftsmanship under normal authorized use consistent with the Product instructions for a period of ninety (90) days from shipment, or the remainder of the original Warranty period, whichever is longer, providing neither extends past the original Warranty period.

(d) Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Service Provider hereunder as to Products manufactured by anyone other than the Service Provider, including but not limited to, lamps, batteries or other such consumable items. Service Provider's sole obligation with respect to Products manufactured by someone other than Service Provider shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY

(d) THE REMEDIES SET FORTH IN SECTION 10 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).

11. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12. Limitation of Liability.

(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY APPLICABLE PROJECT PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE PROJECT PROPOSAL.

13. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(d) Service Provider reserves the right to cancel or amend any executed Project Proposals or purchase orders if for any reason it becomes unable to fulfill Customer's Project Proposal or purchase order. In such case, notice of Service Provider's action will be promptly given to Customer. The amendment or cancellation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancellation. If Customer chooses to reject the amendment or cancellation, Service Provider may terminate the related Project Proposal or purchase order without further liability. Notwithstanding anything to the contrary, in no event shall Customer have the right to cancel or amend any Project Proposal or purchase order without the consent of Service Provider. In the event Service Provider consents to a change or a re-scheduling under a Project Proposal or purchase order, Customer agrees to any applicable re-stocking fees or re-scheduling charges as determined by Service Provider.



14. **Delivery.** Service Provider will use its best efforts to deliver the Products in accordance with the Customer requested delivery date subject to receipt of all necessary information from Customer. Shipping dates are approximate only, and Service Provider shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations. Any delay shall extend delivery dates to the extent caused thereby. Customer shall reimburse Service Provider its additional expenses resulting from any Customer-caused delay. When delivery of the Products is delayed at the request of the Customer and the Products have already been shipped to Service Provider, Service Provider will place the Products in storage and Service Provider will immediately invoice for the sales price of the Products, which will be promptly paid. Service Provider shall not be liable, and the Customer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Service Provider's reasonable control, and Customer shall accept such delayed performance by Service Provider. The Customer's receipt of the Products shall constitute a waiver of any claims for delay.

15. **Title and Risk of Loss.** Title and risk of loss or damage to the Products shall pass to Customer upon FOB shipping point, subject to the manufacturer's software license (if applicable) and a purchase money security interest retained by Service Provider in the Products sold and the proceeds thereof until payment of all amounts then due to Service Provider. Customer agrees to cooperate with Service Provider in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Service Provider reasonably requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Customer upon FOB shipping point.

16. **Waiver.** No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule whether of the State of Ohio or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

22. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Project Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provision-Section 8, 9, 10, 11, 12 and 27.

26. **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party

27. **Non-Solicitation.** Customer agrees not to directly or indirectly solicit or induce for employment, or employ or engage as an independent contractor any employee of the Service Provider during the term of this Agreement and for a period of two years thereafter without the prior written consent of the Service Provider.

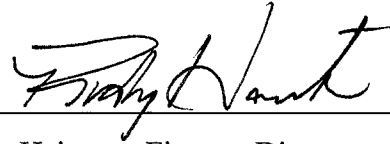
CERTIFICATE OF DIRECTOR OF FINANCE

Fiscal Officer Certificate

The undersigned fiscal officer of the City of Cleveland Heights hereby certifies that the funds required to meet the obligations of the City for services rendered by **ALLELON SYSTEMS INTEGRATION, LLC (DBA EKO SOLUTIONS)** under this agreement, which shall not exceed **NINETEEN THOUSAND, EIGHT HUNDRED EIGHTY-NINE & 00/100 DOLLARS, (\$19,889.00)** have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

7/23/25

Date



Rodney Hairston, Finance Director