

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 under this agreement by:

PRADCO

which shall not exceed:

Fifty thousand & 00/100 Dollars

\$ 50,000.00

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.

11/5/22

Date

Rachun Caldwell

Rachun Caldwell, Interim Finance Director

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF CLEVELAND HEIGHTS, OHIO

And

PERSONNEL RESEARCH AND DEVELOPMENT CORPORATION dba PRADCO

THIS AGREEMENT for services is made this 4th day of November, 2025, between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio and Personnel Research and Development Corporation dba PRADCO ("Company"), a corporation doing business in at 178 East Washington Street, Chagrin Falls, Ohio 44022. City and Company may be individually referred to as a "Party" or collectively as "Parties."

RECITALS:

1. The City desires to have certain human resources consulting services ("Services") as described and in accordance with the "Scope of Services" (Exhibit "A"), attached hereto and incorporated by reference in addition to the other terms, conditions, provisions of this Agreement. In the event of any conflict between terms contained in Exhibit "A" and the body of this Agreement, the terms contained in the body of this Agreement shall control;
2. Company services will begin on October 29, 2025 and continue until December 31, 2025. Thereafter, this Agreement may be renewed and/or amended by mutual agreement of the parties; and
3. The City finds Company's Proposal acceptable.

IN CONSIDERATION OF THE FOREGOING, the payments and the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

Section 1. Scope of Services

- A. Exhibit "A" is attached to the original of this Agreement on file in the City's Division of Accounts and made a part of this Agreement as if fully written in this Agreement, except as changed or modified by any provisions of this Agreement.
- B. Any subcontract made by Company with the consent of the City shall incorporate by reference all of the terms of this Agreement necessary for Contractor to meet its obligations to the City under this Agreement.
- C. Company shall render services as may be requested by the Mayor and/or his designee(s) (hereinafter "Mayor"). Such services shall be completed within the time period specified by the Mayor and within the budget allocated for the Services. Company shall commence work upon signature of this Agreement.

D. At the request of the Mayor, Company shall provide a status report. The status report shall include reports of activities performed during a given reporting period, any planned upcoming Services, and should include detailed descriptions of significant accomplishments and any problems/challenges encountered.

E. Approval by the Mayor, of Services rendered under this Agreement, shall constitute only acknowledgement of performance, but shall not relieve or excuse Company from responsibility for any errors or omissions, and no fee or compensation will be paid to Company for the cost of rectification of any part of the Services required due to any errors or omissions.

Section 2. Assistance of the City

The City shall assist Company as necessary and reasonable, during the term of this Agreement.

Section 3. Compensation

A. The City agrees to compensate Company the total amount ("Total Cost") of Forty-eight thousand five hundred and fifty dollars (\$48,550) pursuant to the fee schedule in Appendix "A". There is an additional not to exceed amount of One thousand dollars (\$1,000) for creating and analyzing an "all employee" questionnaire. In no event shall amounts paid pursuant to this Agreement exceed Fifty thousand dollars (\$50,000).

B. As stated in Appendix "A", Company shall submit a request for payment in writing pursuant to the fee schedule which will be due in full thirty (30) days from the invoice date unless otherwise arranged. Invoices may be submitted by email to the Cleveland Heights Mayor's Office at jmoore@clevelandheights.gov and shall include the date services were rendered and a detailed description of the particular services provided and the time expended.

C. The City is exempt from all sales, use and excise taxes, and any other assessments in the nature of taxes. The City shall not pay any late charges, interest, finance charges or service charges.

Section 4. Cancellation

A. This Agreement may be cancelled by the City at any time upon written notice.

B. If, for any reason, this Agreement is canceled by the City prior to completion, Company within ten (10) days of such cancellation, shall submit final progress report of the percentage of Services completed by the date of cancellation. The City and the Company will determine an appropriate compensation for the Services completed by mutual agreement. Notwithstanding any other provision of this Agreement, including Exhibit A, all records, documents, materials and working papers prepared as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Company agrees to turn over to the City all necessary records, documents, working papers and other materials.

Section 5.

Assignment Prohibited: Sub-Contractors

A. Company may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement, nor shall any subcontractor commence performance of any part of the services included in this Agreement, without first obtaining written consent and approval from the Mayor. Upon any attempt by Company to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

B. Company shall be and remain solely responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose be deemed to be an agent or employee of Contractor to the extent of its subcontract. As a prior condition to approval of a subcontractor, Contractor shall file a conformed copy of the applicable subcontract with the City.

Section 6.

Professional Responsibility

Company shall be responsible for the professional quality and technical accuracy of all services performed hereunder. Company will be liable to the City in accordance with applicable law for damage to the City caused by Company's negligence, error or omission in the performance of Services under this Agreement.

Section 7.

Indemnification

Company shall indemnify and save harmless the City and its respective officers, agents, employees, successors and assigns, for and from any and all suits, claims, fines, loss, cost damage, expense and liability from its failure to comply with all applicable laws, ordinances, orders and regulations in the performance of Company's services under this Agreement. This indemnification clause shall survive the completion of the services to be performed under this Agreement and the termination of this Agreement.

Section 8.

State Industrial Compensation

Company shall be required at all times during the term of this Agreement to subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and to save the City harmless from any and all liability from or under the act.

Section 9.

Social Security Act

Company shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Company on work performed under the terms of this Agreement and further agrees to obey all lawful rules

and regulations and to meet all lawful requirements which are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials; and Company also agrees to indemnify and save harmless the City of Cleveland Heights from any such contributions or taxes or liability.

Section 10. Warranties of Company

Company represents, warrants, and covenants that it and its principals, agents, subcontractor, and assigns have made no contributions or conferred any benefit upon any City official, elected or appointed, which would cause Company to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code. Company represents, warrants, and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services under this Agreement. Company further represents, warrants, and covenants that no person having any such interest shall be employed in the performance of this Agreement. Company represents and warrants that the Services provide by the Company shall meet with specifications listed in the proposal.

Section 11. Defaults and Remedies

A. Default

Company shall be in default of this Agreement upon the happening of any of the following events:

1. If Company fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice thereof is given Company by the City;

2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Company for its dissolution, reorganization or liquidation, (ii) a petition in bankruptcy by Company; (iii) an adjudication of Company as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors; or

3. If Company abandons or discontinues its operations for the City except when such abandonment or discontinuance be caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving such default, to pay any sum required to be paid by Company to others than the City and which Company has failed to pay under the terms and conditions of this Agreement, Company shall repay to the City, on demand, any amount so paid by the City.

2. Enjoin any breach or threatened breach by Company of any covenants, agreements, terms, provisions or conditions thereof;
3. Sue for the performance of any obligation, promise or agreement devolving upon Company for performance or for damages for the nonperformance, all without terminating this Agreement; and/or
4. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and/or in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

D. Limits of Liability

Subject to Section 7, Indemnification, Company's total liability for any claim of any type whatsoever, pertaining to services hereunder or arising out of or in connection with this Agreement, shall be limited to proven direct damages caused by company's sole negligence in an amount not to exceed the amount of fees actually paid by client during the one (1) year period preceding the date the cause of action giving rise to the liability arose. In no event shall company be liable in contract law, tort, or any other theory of law, for any indirect punitive, special, incidental, exemplary, extra-contractual, or consequential damages

Section 12. Notice and Payments

All notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, by electronic communications, certified mail, or first-class U.S. mail, postage prepaid and addressed to the parties at the respective addresses set forth in this Agreement, or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City: Mayor's Office
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118

To Company: Personnel Research and Development Corp.,
dba PRADCO
178 East Washington Street
Chagrin Falls, Ohio 44022

Section 13. Non-Discrimination Clause

This Agreement is a "contract" for the purposes of C.O. 171.011 and Company is hereby notified that it is prohibited from discriminating against any individual in violation of C.O. Chapter 749. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all entities, persons, firms, employees, agents, affiliates, assigns, and with whom Performer may deal.

Section 14. O.R.C. Compliance

Company hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(1)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13 (I)(1) and 3517.13(J)(1).

Section 15. Miscellaneous

A. Company agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement.

B. Nothing contained in this Agreement shall be deemed to constitute the City and Company as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause in this Agreement may require, the same as if such words have been fully and properly written in the number and gender.

D. The headings of sections and paragraphs, if any, to the extent used are used for reference only, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. In the event that any term(s) or provision(s) of this Agreement are held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained in this Agreement, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

G. In the event of any variance among the provisions of the body of this Agreement and Exhibit A, the provisions of the body of this Agreement shall control.

H. The standard of care for all services performed or furnished by Company under this Agreement will be the care and skill ordinarily used by members of Company's profession practicing under similar conditions at the same time and in the same locality.

J. This Agreement constitutes the entire Agreement of the parties and shall not be deemed amended except by a writing signed by the parties.

K. This Agreement and any claims arising under this Agreement or related to this Agreement, whether in contract or tort shall be governed by the laws of the Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

The following attached documents are incorporated with and made part of this Agreement:

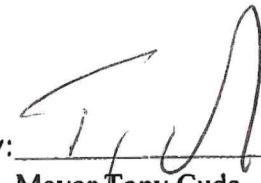
1. Exhibit A —Scope of Services

A Complete copy of Exhibit A is attached to the original of this Agreement.

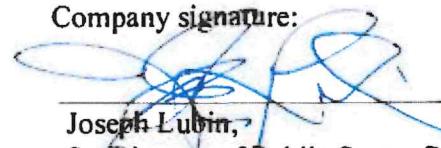
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS OF THIS AGREEMENT, the parties have caused this instrument to be executed as of the day and year written above.

CITY OF CLEVELAND HEIGHTS

By:  11-5-25
Mayor Tony Cuda
City of Cleveland Heights

Company signature:

 11/4/2025
Joseph Lubin,
Sr. Director of Public Sector Business Unit
PRADEO

The legal form and correctness of the within instrument are hereby approved

 / WTH
William Hanna, Director of Law
City of Cleveland Heights

SCOPE OF SERVICES

Company shall provide professional human resources consultation services to the City to support the improvement of City operations and organizational effectiveness.

Services Provided Company agrees to perform the following services:

- Conduct a comprehensive assessment of the City's current human resources practices, organizational structure, and operational challenges.
- Identify existing gaps, concerns, and issues affecting performance and employee engagement.
- Utilize business analysis techniques including, but not limited to:
 - Group meetings with relevant stakeholders
 - Personal interviews with City personnel
 - SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats)

3. Deliverables Based on the findings from the assessment, the Company shall provide:

- A written report outlining key issues and recommendations
- Actionable recommendations for organizational improvement
- Strategic guidance to enhance workforce capabilities and operational efficiency

4. Timeline and Coordination The Company shall coordinate with designated City representatives to schedule meetings and interviews. All services shall be completed within the timeframe mutually agreed upon by both parties.

5. Compensation The City agrees to compensate Company for the above services in the total amount ("Total Cost") of Forty-eight thousand five hundred and fifty dollars (\$48,550) pursuant to the below fee schedule. In no event shall amounts paid pursuant to this Agreement exceed Fifty thousand dollars (\$50,000).

Services will be compensated and in accordance with following fee schedule:

- \$19,000 upon execution of this Agreement
- \$14,775 at the end of November 2025. Additionally, per the City's request, Company will develop and analyze a questionnaire for employees. Fees for this service will not exceed \$1000.
- \$14,775 at the end of December 2025

Company shall submit a request for payment in writing pursuant to the fee schedule which will be due in full thirty (30) days from the invoice date unless otherwise arranged. Invoices shall include the date services were rendered and a detailed description of the particular services provided and the time expended.

6. Additional Services

Any “Additional Services” that would exceed the Total Cost must be requested and approved by the City in writing and are contingent upon any additional legal, financial, or legislative approvals that may be necessary. Additional Services will be invoiced by Company with detailed description of the Additional Services within 30 days after the Additional Services are rendered, pursuant to the following rates:

- Additional Virtual SWOT Analysis Individual or Group Meetings: Five hundred and fifty dollars (\$550) per meeting.
- Additional Consultation Above and Beyond the Scope of Services: Three hundred and fifty dollars (\$350) an hour.