

## INDEPENDENT CONTRACTOR AGREEMENT

Between

CITY OF CLEVELAND HEIGHTS, OHIO

And

TOP OF THE LINE CLEANING, INC.

THIS AGREEMENT for services is made this 3<sup>rd</sup> day of December 2025, between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio by and through its Mayor under the authority of C.O. Chapter 171 and Top of the Line Cleaning, Inc. ("Contractor") a sole proprietor, by and through its signatures. City and Contractor may be individually referred to as a "Party" or collectively as "Parties."

### RECITALS:

1. The City desires to supplement the several departments of the City in order to provide deep cleaning services for City Hall, located at 40 Severance Circle, Cleveland Heights, Ohio, 44118.
2. Contractor has proposed through its Estimate dated November 10, 2025 ("Proposal"), to provide those services to the City.
3. The City finds Contractor's Proposal acceptable and desires to engage Contractor to supplement the staff of the City and furnish services in accordance with the job description attached to the Estimate (collectively, "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.

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 Service

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. The City engages the services of Contractor and Contractor agrees to provide, services as defined in this Agreement (hereinafter referred to as "Work").

C. Any subcontract made by Contractor with the shall require the written consent of the City in the form of an amendment to this Agreement and shall incorporate by reference all of the terms, conditions, and provisions of this Agreement.

D. Contractor shall render such services included in the Work as may be required by the Directors of the Departments occupying the office spaces where the portions of the Work are to be performed. Contractor shall coordinate the Work in each office space with each respective Director and, notwithstanding any other provision of this Agreement, provide notice to that Director two business days in advance of performing any Work. The City reserves the right to have City personnel present while the Work is being performed for the purpose of ensuring the security of any confidential, privileged, or other sensitive information or property that may be present in that office space. Contractor shall ensure that individuals performing Work on behalf of Contractor comply with the any order of such City personnel to discontinue Work in any or all areas of the office space where Work is being performed.

E. Contractor shall submit an appropriate written or oral report to the Director upon completion of each specific service requested.

F. At the request of the Director, Contractor shall provide a status report. The status report shall include reports of activities performed during a given reporting period, any planned upcoming Work, and should include descriptions of significant accomplishments, milestones, and problems encountered.

G. Approval by the Director, of services rendered under this Agreement, shall constitute only acknowledgement of performance, but shall not relieve or excuse Contractor from responsibility for any errors or omissions, and no fee or compensation will be paid to Contractor for the cost of rectification of any part of the Work required on account of such errors or omissions.

## Section 2. Assistance of the City

The City shall assist Contractor to the extent reasonable, if and when necessary, during the term of this Agreement.

## Section 3. Payments

A. The City shall pay Contractor in accordance with Exhibit "A" the total compensation paid to Contractor under this or any contract for similar services ("Total Cost") not to exceed Eighteen Thousand, Five Hundred and 00/100 Dollars (\$18,500.00).

B. Contractor shall submit a monthly request for payment in writing to the Director for approval. Any request for payment shall include a description of the Work completed. Invoices shall provide the date services were rendered; the name of the City employee requesting the services; the project name and location where the services were performed; a detailed description of the particular services provided; citing to appropriate fee schedule item; the time expended, if applicable; and the applicable rate or charge according to the fee schedule item.

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.

D. Additional Services

No services beyond the scope of the Work or services that would require the City to exceed the Total Cost ("Additional Services") shall be compensated by the City except with prior approval of the City, which includes additional certification of funds for the costs of such services and modification of this Agreement in writing. Invoices for Additional Services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the Additional Services are rendered.

Section 4. Cancellation

A. This Agreement may be cancelled by the City at any time with cause upon written notice of intent to cancel when either the progress or results achieved under this Agreement are unacceptable to the City.

B. If this Agreement is canceled by the City prior to completion, Contractor within ten (10) days of such cancellation, shall submit final progress report of the percentage of Work completed by the date of cancellation. The City shall pay Contractor for the Work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, including Exhibit A, all records, documents, materials and working papers prepared as part of the Work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Contractor shall turn over to the City all records, judgments, documents, working papers and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the Work by another Contractor.

Section 5. Assignment Prohibited: Sub-Contractors

A. Contractor 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 City in the form of a written amendment to this Agreement. Upon any attempt by Contractor to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

B. Contractor 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

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

Section 7. Indemnification

Contractor 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 Contractor's services under this Agreement, and from loss of life or damage or injury to persons or property of any person, including but not limited to the agents, employees, invitees and licensees of the parties hereto and to the property of any of them, and of the parties hereto, arising out of or connected with and to the extent caused by negligent act, error or omission of Contractor or its subcontractors in their performance of this Agreement. Contractor shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith. Furthermore, Contractor, at its own expense, shall satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, employees, successors or assigns arising out of such litigation. Nothing stated in this Agreement shall prevent Contractor from seeking indemnification from Contractor's subcontractors. This indemnification clause shall survive the completion of the services to be performed under this Agreement and the termination of this Agreement.

Section 8.

Worker's Compensation

Contractor 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. It shall also furnish, upon request by the City, a copy of the official certificate or receipt showing the payments referred to above.

Section 9.

Social Security; Benefits

Contractor 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 Contractor on work performed under this 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 Contractor also agrees to indemnify and save harmless the City of Cleveland Heights from any such contributions or taxes or liability.

Section 10.

Interest of Contractor

Contractor 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 Contractor to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code. Contractor 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. Contractor further represents, warrants, and covenants that no person having any such interest shall be employed in the performance of this Agreement.

Section 11.

Defaults and Remedies

A. Default

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

1. If Contractor 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 Contractor by the City;

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

3. If Contractor 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 Contractor to others than the City and which Contractor has failed to pay under the terms and conditions of this Agreement, Contractor shall repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith:

2. Enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions thereof;

3. Sue for the performance of any obligation, promise or agreement devolving upon Contractor 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.

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, sent by express delivery service, 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: Attn: Director of Parks and Recreation  
City of Cleveland Heights  
1 Monticello Boulevard  
Cleveland Heights, Ohio 44118

To Contractor: Attn: Gary Brown  
Top of the Line Cleaning, Inc.  
PO Box 93  
Brunswick, Ohio 44212  
[gary@topofthelinecleaning.net](mailto:gary@topofthelinecleaning.net)

## Section 13. Non-Discrimination Clause

This Agreement is a "contract" for the purposes of C.O. 171.011 and Contractor 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. Miscellaneous

A. Contractor 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 Contractor 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 Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions at the same time and in the same locality.

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

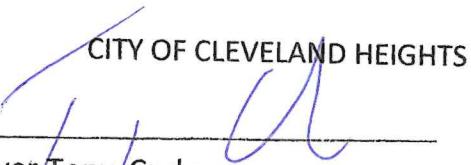
J. This Agreement and any claims arising under this Agreement or related to this Agreement, whether in contract or tort shall be governed by the laws of the Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

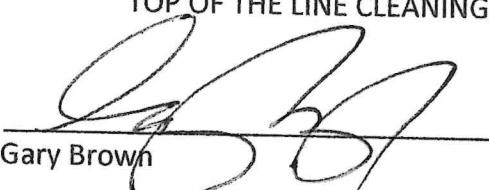
The following attached documents are incorporated with and made part of this Agreement:

1. Exhibit A — Estimate dated November 10, 2025

A Complete copy of Exhibit A is attached to the original of this Agreement on file in the City, if not attached to this particular copy.

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

By:   
Mayor Tony Cuda

TOP OF THE LINE CLEANING, INC.  
  
Gary Brown

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

WILLIAM R. HANNA  
Director of Law

By:   
\_\_\_\_\_  
Deputy  
Assistant Law Director

Date: December 3, 2025

Top of the Line Cleaning Inc  
PO Box 93  
Brunswick, OH 44212  
+7591043  
gary@topofthelinecleaning.net

## Estimate



### ADDRESS

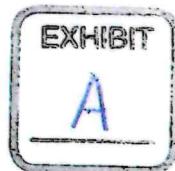
Cleveland Hts. City Hall  
40 Severance Circle  
Cleveland Heights, Ohio 44118

ESTIMATE # DATE  
1040 11/10/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Service	Labor/Tax/BWC/Insurance	1	13,000.00	13,000.00
Service	Supplies/Equipment	1	2,000.00	2,000.00
Service	Profit	1	3,500.00	3,500.00
	Deep clean - High and Low dusting, Vacuum all carpets, Sweep and mop all tile, Deep cleaning of all Restroom/Bathrooms, Deep scrub lobby tile. Carpet cleaning and tile strip and refinish not included in estimate.			
	TOTAL			<b>\$18,500.00</b>

Accepted By

Accepted Date



Task	Description	Equipment/Supply Delivery	Status	Timeline	Dependent on	Completion Status
Task 1	Equipment/Supply Delivery	Future		11/24/2025		
Task 2	Deep Clean floor 2	Future		12/1/2025-12/4/2025	Task 1	
Task 3	Deep Clean floor 3	Future		12/5/2025 -12/9/2025	Task 2	
Task 4	Deep Clean floor 1	Future		12/9/2025-12/12/2025	Task 3	



**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:

**Top of the Line Cleaning**

which shall not exceed:

**Eighteen Thousand, Five Hundred & 00/100 Dollars**

**\$ 18,500.00**

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.

12/3/2025

Date



Rachun Caldwell, Interim Finance Director