



AGENDA
CUYAHOGA COUNTY COUNCIL SPECIAL MEETING
MONDAY, NOVEMBER 28, 2011
CUYAHOGA COUNTY JUSTICE CENTER
COUNCIL CHAMBERS – 1ST FLOOR
1:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SILENT MEDITATION**
- 5. PUBLIC COMMENT RELATED TO AGENDA**
- 6. MESSAGES FROM THE COUNTY EXECUTIVE**
- 7. CONSIDERATION OF RESOLUTIONS FOR FIRST READING ADOPTION UNDER SUSPENSION OF RULES**
 - a) R2011-0328: A Resolution authorizing an amendment to a Depository Agreement with KeyBank, NA for Deposit of Public Funds for the period 8/24/2009 – 8/23/2013, to change the scope of services, effective 12/1/2011; authorizing the County Executive to execute said amendment; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive/Fiscal Officer/Treasurer
- 8. MISCELLANEOUS COMMITTEE REPORTS**
- 9. MISCELLANEOUS BUSINESS**

10. PUBLIC COMMENT UNRELATED TO AGENDA

11. ADJOURNMENT

NEXT MEETINGS

COMMITTEE OF THE WHOLE (BUDGET HEARINGS): MONDAY, NOVEMBER 28, 2011
1:30 PM / COUNCIL CHAMBERS

REGULAR MEETING: TUESDAY, DECEMBER 6, 2011
6:00 PM / COUNCIL CHAMBERS

REGULAR MEETING: TUESDAY, DECEMBER 13, 2011
6:00 PM / COUNCIL CHAMBERS

*In accordance with Ordinance No. O2011-0020, complimentary parking for the public will be available **beginning at 4:00 p.m.** on any day when the Council or any of its committees holds evening meetings. Please see the Clerk to obtain a parking pass.

County Council of Cuyahoga County, Ohio

Resolution No. R2011-0328

Sponsored by: County Executive/Fiscal Officer/Treasurer	A Resolution authorizing an amendment to a Depository Agreement with KeyBank, NA for Deposit of Public Funds for the period 8/24/2009 – 8/23/2013, to change the scope of services, effective 12/1/2011; authorizing the County Executive to execute said amendment; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, Cuyahoga County and KeyBank entered into an Agreement for Deposits of Public Funds commencing on August 24, 2009, and ending on August 23, 2013 (the “Depository Agreement”); and,

WHEREAS, the County desires to amend its Depository Agreement with KeyBank to add LockBox Services to be provided by KeyBank to the County through the remainder of the Depository Agreement with KeyBank through August 23, 2013; and,

WHEREAS, the institution of lockbox services will result in savings to the County and its taxpayers estimated to be approximately \$157,000 annually; and,

WHEREAS, the institution of lockbox services will also enhance customer service to the County’s taxpayers by ensuring timely deposit of the tax payments; and,

WHEREAS, Key Bank is the County’s main depository bank and has its lockbox in Cuyahoga County; and,

WHEREAS, the expenses for the lockbox services depend on volume, but are reasonably anticipated to be approximately \$146,500 annually; and,

WHEREAS, the expenses for the lockbox services will be offset by the County’s earned credit from County’s bank account at KeyBank; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. The County Council hereby approves the proposed amendment of the Depository Agreement with Key Bank, NA, and authorizes the County Executive to execute an agreement consistent with this Resolution to institute the lockbox services

with KeyBank, NA for the remainder of the term of the Depository Agreement with KeyBank through August 23, 2013.

SECTION 2. This Resolution is hereby determined to be an emergency measure and that it is necessary that this Resolution become immediately effective to enable the County to initiate the lockbox service in time for the upcoming tax collection, in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of County departments, offices and agencies. Provided that this Resolution receives the affirmative vote of eight members of Council, this Resolution shall become immediately effective upon the signature of the County Executive.

SECTION 3. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

**Agreement Amendment
LockBox Services**

This Agreement is entered by and between the County of Cuyahoga, Ohio (the "County") and KeyBank, NA ("KeyBank"), effective December 1, 2011.

Whereas the County and KeyBank entered into an Agreement for Deposits of Public Funds commencing on August 24, 2009, and ending on August 23, 2013 (the "Deposit Agreement"); and,

Whereas, the County and KeyBank desire to amend the Deposit Agreement to add LockBox Services to be provided by KeyBank to the County in accordance with the pricing grid attached hereto as Exhibit A.

NOW, THEREFORE, for valuable consideration the validity and sufficiency of which is hereby acknowledged, the County and KeyBank agree as follows:

1. LockBox Services. The Deposit Agreement is hereby amended to add Lockbox Services to be provided by KeyBank to the County in accordance with the pricing grid attached hereto as Exhibit A and incorporated herein by reference.

2. Termination. The County shall have the power to terminate this Agreement with thirty (30) days advance written notice to KeyBank.

3. Governing Law. This Agreement will be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

4. Indemnification. KeyBank acknowledges that as a political subdivision, the County is prohibited by law from entering into an indemnification agreement and that no provision of this Agreement or any other agreement between KeyBank and the County may be interpreted to obligate the County to indemnify KeyBank or any other party.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

6. Counterparts. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one original document.

7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such provision and the remainder of this Agreement shall be and remain valid and binding as though such provision was not included herein.

8. Applicable County Ordinances. All County contracts, including this Agreement, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

9. Public Records. All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject to the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

10. Electronic Signatures. By entering into this Agreement, KeyBank agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. KeyBank also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

KEYBANK, NA:

COUNTY OF CUYAHOGA, OHIO

By: Todd A. Kavalieros

By: _____

Print Name: Todd A. Kavalieros

Print Name: _____

Its: Vice President

Its: _____

Date: November 9, 2011

Date: _____

EXHIBIT A

Lockbox Services	Est. Volume	Service Charges	Est. Total
<i>Setup and Maintenance</i>			
PO Box Rental Fee (annual) (pass-through fee)		\$ 1.00	\$ -
Lockbox Maintenance (per account per month)	12	\$ 90.00	\$ 1,080.00
<i>Online Lockbox Maintenance</i>			
Internet Lockbox Image Base Fee (per month)	12	\$ 25.00	\$ 300.00
Internet Lockbox Image Retrieval (per image)		\$ -	\$ -
<i>Payment (Item) Processing</i>			
Lockbox Item - Wholesale (per item)	60,000	\$ 0.30	\$ 18,000.00
Lockbox Item - Wholesale (Scannable) (per item)	600,000	\$ 0.13	\$ 78,000.00
Lockbox Item - Cash (per occurrence)		\$ 5.00	\$ -
Lockbox Deposited Item	600,000	\$ 0.03	\$ 18,000.00
<i>Optional Lockbox Services</i>			
Lockbox Sort (per item)		\$ 0.08	\$ -
Lockbox Re-Association With Staple (per item)		\$ 0.10	\$ -
Lockbox Re-Association Without Staple (per item)	15,000	\$ 0.09	\$ 1,350.00
Lockbox Correspondence (per item)	12,000	\$ 0.15	\$ 1,800.00
Lockbox Envelope Return (per item)		\$ 0.10	\$ -
<i>Data Entry Services</i>			
Lockbox MICR Capture (per item)		\$ 0.02	\$ -
Lockbox Data Entry (per keystroke)	24,000	\$ 0.005	\$ 120.00
Lockbox Data Transmission (per day)	300	\$ 4.00	\$ 1,200.00
<i>Lockbox Reporting</i>			
Lockbox Detail Report (per month)		\$ 5.00	\$ -
<i>Mail & Delivery Services</i>			
Incoming Overnight Package Handling (per package)		\$ 5.00	\$ -
Lockbox Mail - 1st Class (per day)		\$ 1.85	\$ -
Lockbox Mail - Overnight Delivery (per month)	12	\$ 75.00	\$ 900.00
Lockbox Mail - Courier (per day)		\$ 8.00	\$ -
Lockbox Misc Delivery (per month) (pass-through)		\$ 1.00	\$ -
<i>Imaging Services</i>			
Lockbox Image - Check Scan (per check)	600,000	\$ 0.02	\$ 12,000.00
Lockbox Image - Remit Scan (per scannable/OCR doc)	600,000	\$ 0.02	\$ 12,000.00
Lockbox Image - Other Document Scan (per doc)	12,000	\$ 0.08	\$ 960.00
Lockbox Image - CD ROM (per CD ROM)	52	\$ 15.00	\$ 780.00
Lockbox Image File Transmission (per file)		\$ 5.00	\$ -
			\$ 146,490.00