

**AGREEMENT  
BETWEEN  
THE CITY OF CLEVELAND  
And  
CUYAHOGA COUNTY  
Regarding County's Financial Contribution to City to Support  
The Northeast Ohio Regional Fusion Center**

This AGREEMENT between the City of Cleveland through its Division of Police, Department of Public Safety, ("City"), and the County of Cuyahoga, Ohio, through the Office of the County Executive ("County") is entered into this 13<sup>th</sup> day of February, 2012 (the "effective date") by each Party's authorized representative pursuant to the requisite authority.

1. The purpose of this AGREEMENT is to collaborate in funding the operations of the Northeast Ohio Regional Fusion Center ("Fusion Center"), specifically for the County to provide certain financial support to the City, which is currently providing, among other things, office space and related services, such as utilities, and office equipment (hereinafter referred to as "hosting") in the City's Division of Police at 1300 Ontario Street, Cleveland, Ohio 44113.

2. The "Fusion Center" is a collaborative effort of Federal, State, County, and local government agencies that combine resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal, terrorist, or other activity related to homeland security. The Fusion Center in Cleveland is "hosted" by the City of Cleveland's Division of Police and staffed by various law enforcement agency personnel including, but not limited to, personnel from the City's Division of Police and the Cuyahoga County Sheriff's Office. The Fusion Center's day-to-day operations, including the participation of the collaborating agencies' personnel on-site at the Fusion Center, are overseen by a Director, currently a City of Cleveland employee, under the oversight of the Region II Governance Board. The Fusion Center's purposes include the following:

(a) Reception of direct national level intelligence support through the assignment of Department of Homeland Security ("DHS") personnel to the Fusion Center to serve as an interface between City and the national Intelligence Community in order to facilitate intelligence and information sharing consistent with the law;

(b) Coordination of State, County or local governments personnel to assist and/or serve as interfaces between the various state, county, and local law enforcement agencies in Ohio.

(c) The management, analysis, fusion, tailoring, and dissemination of information in accordance with applicable laws, rules, regulations and authorities to facilitate the identification and prevention of threats within the scope of law enforcement's authority;

(d) The improvement of communication and coordination among Federal, State, local, tribal and private sector organizations and the development of methods to exchange relevant information in support of homeland security responsibilities of each organization.

3. The parties agree that the success of the Fusion Center is mutually and regionally beneficial. The success of the Fusion Center is largely dependent on the ability of the City to have adequate funding available to continue to host the Fusion Center. Therefore, the County agrees to contribute \$50,000.00 to the Fusion Center by transferring said AGREEMENT to the City Department of Public Safety to defray the cost of the operation of the Fusion Center for the time period January 1, 2012 through December 31, 2012:

a) The City shall have sole discretion in determining how this AGREEMENT is allocated to the operations of the Fusion Center.

b) The County does not assume and shall have no authority over any individual employed by the City at the Fusion Center and shall have no responsibilities or obligations, financial or otherwise, of any sort, to any City employee, including, but not limited to, the Director of the Fusion Center.

c) The City does not assume and shall have no authority over any individual employed by the County, including any County agency, which the County assigns personnel to contribute on-site, or otherwise contributes or collaborates to serve the purposes of the Fusion Center, and City shall have no responsibilities or obligations, financial or otherwise, of any sort, to any County employee.

d) In exchange for the City hosting the Fusion Center and for receipt of County's contribution, the Parties agree to meet upon either party's request and make reasonable efforts to resolve any disputes regarding the operations of the Fusion Center.

4. The term of this AGREEMENT shall expire on December 31, 2012.

5. Nothing set forth in this AGREEMENT shall be construed to create the relationship of principal and agent between the County and the City. As the "host" of the Fusion Center, the City shall have sole authority in making financial decision regarding its management of the Fusion Center's operations on City property. This is in no way intended to impose any obligation or duty on the City that it has not expressly undertaken or that requires legislative authority and/or the authorization of the Director of Public Safety to undertake. Neither party shall act or attempt to act or represent itself, directly, or by implication, as an agent of the other party or in any manner assume or create any obligation on behalf of, or in the name of, the other party.

6. No third-party beneficiaries are intended by the parties under this AGREEMENT and none should be construed to exist.

7. Extensions and Amendments of this AGREEMENT may be made by written agreement of both parties.

8. This AGREEMENT constitutes the entire understanding between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding on either party.

9. All notices which may be proper or necessary to be served and payments to be made under this AGREEMENT shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for such purpose.


To the City: c/o Director of Public Safety  
601 Lakeside Ave., Room 230  
Cleveland, Ohio 44114.

To the County: Office of the Cuyahoga County Executive  
1219 Ontario Street, 4<sup>th</sup> Floor  
Cleveland, Ohio 44113  
Attention Norberto Colon


With a copy to: Cuyahoga County Director of Law  
Cuyahoga County Department of Law  
1219 Ontario Street, 4<sup>th</sup> Floor  
Cleveland, OH 44113.

**Agreed to By:**

**CITY OF CLEVELAND**

  
\_\_\_\_\_  
Martin L. Flask, Director  
Department of Public Safety Director

Date: 2/10/2012

  
\_\_\_\_\_  
Michael McGrath, Chief of Police  
Cleveland Division of Police

Date: 2-10-12

**CUYAHOGA COUNTY**

  
\_\_\_\_\_  
Edward FitzGerald, County Executive

Date: 2/13/2012

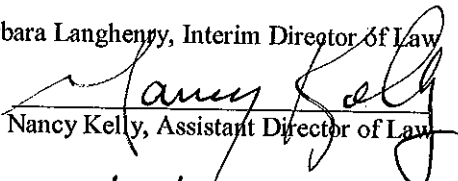
The legal form and correctness  
of the within instrument are approved.

City of Cleveland

Office of Cuyahoga County

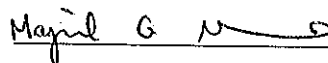
Barbara Langhenry, Interim Director of Law

By:

  
Nancy Kelly, Assistant Director of Law

Date:

2/10/12



By: Majed G. Makhoul

Director of Law

Print Name and Title

Date:

February 13, 2012