

AGREEMENT
between
CUYAHOGA COUNTY
and
CITY OF BEDFORD HEIGHTS
for
FY 2011 ASSISTANCE TO FIREFIGHTERS GRANT
LOCAL MATCH FUNDS

THIS AGREEMENT entered into this _____ day of _____, 2012, by and between the County of Cuyahoga, Ohio (the "COUNTY"), and the CITY OF BEDFORD HEIGHTS (hereinafter called the "CITY") a municipality and a political subdivision of the State of Ohio located at 5661 Perkins Road, Bedford Heights, Ohio 44146.

WHEREAS, the COUNTY has allocated funding to the Department of Public Safety and Justice Services, Public Safety Grants for the purpose of providing local matching funds for State and Federal public safety initiatives that will enhance the capabilities and for public safety organizations within Cuyahoga County; and,

WHEREAS, the Federal Emergency Management Agency has awarded the FY 2011 Assistance to Firefighters Grant (hereinafter called the "FY11 AFG") to the CITY for the purpose of funding the Operations and Safety Program, providing communications equipment and services for the CITY's fire services. This agreement refers to the local matching funds to be provided from the COUNTY for operation of the project. The following documents consisting of Attachment I, Attachment II, and Exhibit A are incorporated herein as part of this Agreement:

- FY 2011 Program Guidance for the Assistance to Firefighters Grant Program (Attachment I)
- FY 2011 Assistance to Firefighters Grant Award to CITY (Attachment II)
- Monthly Financial Report (Exhibit A)

WHEREAS, it is necessary that the COUNTY and the CITY enter into an agreement in order to carry out the Operations and Safety Program set forth in Attachment I;

NOW, THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICE

The CITY will assure adherence to the requirements as set forth in Attachment I and Attachment II, during the period from **January 1, 2012 through and including December 31, 2012** or as adjusted by approved formal request for a grant period change, program modification or grant extension. Any changes in, or deviations from the requirements in Attachment I and Attachment II must be set forth in writing and approved by the Federal Emergency Management Agency and the COUNTY prior to implementation.

II. COMPENSATION

A. REIMBURSEMENT

1. The COUNTY shall reimburse the CITY for allowable expenses incurred in providing the above-mentioned services, wholly out of funds allocated to match State or Federal awards in Cuyahoga COUNTY. In no event shall compensation exceed **ONE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$180,000.00)**.

2. Reimbursement of dollars will occur after the COUNTY has received the monthly financial report (Exhibit A), copies of invoices and copies of proof of payment signed by the CITY indicating approval and acceptance of goods. In no event shall any expenditure by the CITY be reimbursed unless said expenditure is included in the monthly financial report and proper documentation submitted by the CITY and approved by the COUNTY. Following approval of the amount requested for reimbursement, the COUNTY shall issue a check to the CITY for the total match percentage of approved invoice within thirty (30) business days.

3. The CITY may submit reimbursement request forms once the goods are received, invoiced, and paid.

4. If COUNTY has knowledge of a delay in funding, the CITY will be notified immediately.

5. The COUNTY may withhold reimbursements if the CITY has been found and notified of non-compliance status with federal, state and/or COUNTY requirements, regulations and conditions set forth in this Agreement.

III. GRANT CONDITIONS

The CITY shall comply with all special and standard grant conditions set forth in Attachment I, Attachment II, and Exhibit A, attached and made part of this Agreement.

IV. AUDITS

A. Access to records

To the extent permitted by law, the COUNTY and the Federal Emergency Management Agency authorized representatives shall have access during business hours for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the CITY that are pertinent to the subject grant. The COUNTY shall provide the CITY with two (2) days advance written notice of intent to audit.

B. Final Audit

1. Final audit of the FY 06 AFGP shall be made by the Auditor of the State at each level of local government in accordance with standard time schedules. The CITY agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other, in accordance with Federal GAO reporting standards, Grant Conditions GA-110-SC-85, JA/JJ 110-SC-75-1, and the applicable requirements of Federal OMB circulars A-27, A-87, A-102, A-110, and A-133. The COUNTY shall provide the CITY with two (2) days advance written notice of intent to audit.

2. In the event of a state and/or federal audit of COUNTY records concerning this grant project, the COUNTY will provide the CITY with a copy of findings for recovery related to the CITY's expenditures under this Agreement, so that the CITY shall have an opportunity to submit a written response to said findings. The CITY shall be liable to the COUNTY for the return of all unexpended funds or disallowed expenditures as a result of an audit finding. The CITY shall be liable to the COUNTY for findings of recovery made as the result of a state or federal audit.

V. REPORTING REQUIREMENTS

A. Financial Reports

The CITY shall furnish to the COUNTY by the fifteenth (15th) day after the end of each month a financial report (Exhibit A) accompanied with back-up documentation describing the expenditure of funds.

B. Performance Reports

In order to facilitate compliance with the grant conditions as outlined in Attachment I, the CITY shall submit to the COUNTY a copy of the six-month performance report(s) and final progress report that is required by the Federal Emergency Management Agency.

VI. NOTICES

Any reports, notices, invoices or communications required in this Agreement shall be sufficient if sent by the parties via United States Mail, postage paid, to the addresses noted below:

COUNTY: Department of Public Safety and Justice Services
Attn: Public Safety Grants
310 West Lakeside Avenue, Suite #750
Cleveland, Ohio 44113

CITY: City of Bedford Heights
5661 Perkins Road
Bedford Heights, Ohio 44146
Attn: Chief of Fire

or at such other address as the COUNTY may have designated by the written notice to the CITY.

VII. TERMINATION

This Agreement shall terminate on the expiration date stated below, provided that termination does not affect the COUNTY'S obligation to pay the CITY for pending purchases or the COUNTY'S obligation to fulfill the COUNTY'S requirements as described in the grant conditions. This Agreement will not be terminated by either party without cause.

In the event the Federal Emergency Management Agency disapproves the grant award, or for any reason reduces or discontinues the grant of funds thereby causing the CITY to receive a lesser amount of funds than specified by this Agreement, then the COUNTY reserves the right to reduce or cancel this Agreement.

This Agreement may be terminated for failure to meet the terms of this Agreement or the failure of the CITY program to meet its service/grant objectives. The COUNTY will notify the CITY in writing when corrective action is required. The CITY will commence the recommended corrective action (s) within thirty (30) days after notice. Failure to commence corrective action may result in a delay in reimbursement and the termination of the Agreement.

VIII. TERM

This Agreement will be effective as of January 1, 2012, and unless sooner terminated for cause, will terminate on December 31, 2012.

X. NON-DISCRIMINATION

The CITY agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 or the Code of Federal Regulations, are incorporated into this Agreement to the extent binding upon the CITY.

XI. COMPLIANCE WITH THE LAW

Performance under this Agreement shall be in compliance with all applicable Federal, State and County laws, regulations, circulars, rules, and ordinances.

XII. PROTECTION OF CONFIDENTIAL INFORMATION

This Agreement including the attachments and exhibit may contain confidential information that should not be disclosed. Any party reviewing requests for information concerning this Agreement under the Ohio Public Records Law or the Freedom of Information Act must consult with the Cuyahoga COUNTY Prosecutors Office before releasing or reproducing confidential information. This section is not meant to encourage non-compliance with the Ohio Public Records Law.

XIII ENTIRE AGREEMENT

This Agreement constitutes the full and complete understanding between the parties concerning the local matching funds. This Agreement shall be not be amended except by a written instrument signed by both parties in accordance with the law.

The parties further agree to include the following language (modified to suit the situation) in all agreements, contracts, amendments to agreements and contracts, requests for proposals, requests for qualifications, notices and instructions to bidders and all applicable procurement documents:

By entering into this AGREEMENT, I agree on behalf of the contracting or submitting 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 that signature was manually affixed to a paper version of the document. I also agree 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.

OFFICE OF THE COUNTY CLERK
CUYAHOGA COUNTY, OHIO

IN WITNESS WHEREOF, the COUNTY and the CITY have executed and delivered this Agreement as of the date first above written.

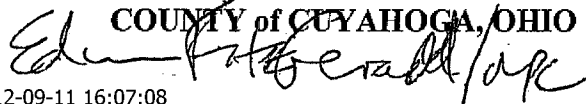
CITY OF BEDFORD HEIGHTS


Fletcher Berger, Mayor

July 12, 2012
Date

Edward FitzGerald, County Executive

COUNTY of CUYAHOGA, OHIO

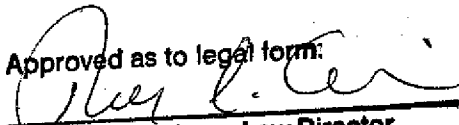


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Edward FitzGerald, County Executive

Date

Approved as to legal form:



Ross S. Cirincione, Law Director
City of Bedford Heights, Ohio