

**CONTRACT
BETWEEN
CLEVELAND STATE UNIVERSITY
AND
CUYAHOGA COUNTY**

This CONTRACT is entered into this _____ day of _____, 2012, by and between Cleveland State University, a state-supported university and instrumentality of the State of Ohio established pursuant to Ohio Revised Code Section 3344 acting by and through its Board of Trustees with a principal business address at 2121 Euclid Ave., Cleveland, Ohio 44115 (hereinafter referred to as "CSU"), and Cuyahoga County, Ohio, (hereinafter referred to as "COUNTY"), on behalf of the Deputy Chief of Staff for Public Safety and Justice Services (hereinafter referred to as "Deputy Chief of Staff"), located at 1219 Ontario Street, Cleveland, Ohio 44113, both or either of which may hereinafter be referred to respectively as the "Parties" or a "Party."

WHEREAS, the COUNTY desires CSU to perform certain work and services on the terms and conditions hereinafter set forth; and

WHEREAS, CSU is ready, willing, and able to perform such work and services;

NOW THEREFORE, in consideration of the promises and mutual obligations contained herein to be observed and performed by the parties hereto, the COUNTY and CSU hereby agree as follows:

ARTICLE 1. SERVICES TO BE FURNISHED

- A. CSU agrees to undertake, carry out, and complete for the COUNTY in a satisfactory and competent manner, all the work and services as designated in the Project Description included in CSU's Proposal dated May 21, 2012, attached as Exhibit "A" and incorporated herein. CSU shall supply all of the necessary personnel, equipment, and materials to accomplish the tasks set forth and provide the deliverables as described in the Project Description. In addition to the specific services and formal reports required hereunder, CSU agrees that it will at all times during the performance of this CONTRACT maintain close liaison with the Deputy Chief of Staff in order to assure a

well integrated effort. All work performed under this CONTRACT is subject to acceptance by the COUNTY or its authorized representative.

- B. The COUNTY shall pay CSU for the services provided under this CONTRACT an amount not to exceed \$240,618.00, in accordance with the Project Fee and Schedule included in CSU's Proposal dated May 21, 2012, attached as Exhibit "A."
- C. The COUNTY shall pay CSU upon submission of a verified monthly invoice itemizing the percentage completion of the following deliverables, as indicated in Exhibit A: 1) completion of the project planning meeting; 2) completion of the review of labor contracts; 3) delivery of draft report; and 4) delivery of final report. The invoice shall include the contract number, numerical sequence of the invoice, the time frame, approved project budget, project claim and cumulative expenses incurred to date by budget category shown in the Project Fee and Schedule of Exhibit A.

ARTICLE 2. TERM OF THE CONTRACT

The effective period of this CONTRACT shall be from September 4, 2012 through March 31, 2014 unless extended by mutual written consent of the parties, or unless sooner terminated upon thirty (30) days advance written notice by either Party.

ARTICLE 3. KEY PERSONNEL

The key personnel representing CSU and the COUNTY are as follows:

CSU:	Daila Shimek, Principal Investigator
COUNTY:	Norberto Colón, Deputy Chief of Staff Public Safety and Justice Services:

In the event that the Principal Investigator is replaced, CSU will notify the COUNTY within thirty (30) days after CSU reasonably knows that the change is necessary. The COUNTY shall have the right to interview and approve a potential replacement Principal Investigator.

ARTICLE 4. AUDIT

CSU will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses to describe the nature of each expense and to establish relatedness to this CONTRACT. All records related to this CONTRACT shall be available for audit by CSU and/or the COUNTY.

ARTICLE 5. CONFIDENTIALITY

The parties agree to respect and abide by all Federal and State laws, rules, and regulations, including those pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services under this CONTRACT.

ARTICLE 6. COMPLIANCE WITH THE LAW

CSU agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. CSU accepts full responsibility for payment of all unemployment compensation insurance, all workers' compensation insurance, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by CSU in the performance of work authorized by this CONTRACT. The COUNTY is hereby released from any and all liability for injury received by CSU, its employees, agents or CSU, while performing tasks, duties, work or responsibilities as set forth in this CONTRACT. Neither party to this CONTRACT shall have any liability arising out of its performance or failure to perform its obligations hereunder except for direct losses, costs, expenses, or liabilities arising from or relating to each party's negligent act or omissions, and shall have no liability for special, indirect, incidental or consequential losses, costs, expenses and liabilities.

ARTICLE 7. CONFLICT OF INTEREST

- A. No personnel of CSU or member of its governing body who exercise any functions or responsibilities in connection with the review or approval of this CONTRACT or carrying out of any work relating to this CONTRACT, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- B. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this CONTRACT, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the COUNTY in writing. Thereafter, he or she shall not participate in any action affecting the work under this CONTRACT, unless the COUNTY shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE 8. DISPUTE RESOLUTION

- A. The parties agree to utilize good-faith efforts to amicably resolve any dispute, controversy, claim, or breach arising out of or relating to this CONTRACT. In the event that an amicable resolution is not reached, any controversy, claim, or breach arising out of or relating to this CONTRACT, or the breach thereof, shall be brought and enforced

exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

ARTICLE 9. INSURANCE

CSU shall provide for insurance of at least one million dollars (\$1,000,000.00) per each occurrence, and no less than two million dollars (\$2,000,000.00) in the aggregate, against all acts and omissions in any way relating to or arising under this CONTRACT, and shall name the COUNTY as an additional insured, upon execution of this CONTRACT. Such insurance shall, at a minimum, include coverage for commercial general liability, automobile liability, workers' compensation and employer liability, and umbrella and excess liability. CSU shall also provide for professional liability insurance for at least one million dollars (\$1,000,000.00) per occurrence, and no less than two million dollars (\$2,000,000.00) in the aggregate, and shall name the COUNTY as an additional insured on the professional liability insurance as well. CSU can satisfy the insurance requirements above through a self-insurance fund.

ARTICLE 10. GOVERNING LAW AND JURISDICTION

This CONTRACT shall 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 action or proceeding related in any way to this CONTRACT, and each Party consents to the exclusive jurisdiction of such courts.

ARTICLE 11. GENERAL CONDITIONS

- A. This CONTRACT constitutes the entire CONTRACT between COUNTY and CSU, and supersedes any prior understanding or representation of any kind preceding the date of this CONTRACT. There are no other promises, conditions, understandings or other contracts, whether oral or written, relating to the subject matter of this CONTRACT.
- B. If any provision of this CONTRACT is invalid or unenforceable for any reason, this CONTRACT shall be divisible as to such provision and the remainder of this CONTRACT shall be and remain valid and binding as though such provision was not included herein.
- C. This CONTRACT may be modified in writing upon the mutual agreement of the COUNTY and CSU.
- D. By entering into this CONTRACT, CSU agrees on behalf of its respective officials, officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means and by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by COUNTY to said documents shall have the same legal effect as if that signature was manually

affixed to a paper version of the document. CSU also agrees 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 COUNTY.

- E. All COUNTY contracts, including this CONTRACT, are subject to all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. CSU agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this CONTRACT for all purposes unless such ordinances are preempted by other state or federal laws and regulations.
- F. CSU represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- G. This CONTRACT has been properly authorized pursuant to the legal requirements of the COUNTY and CSU. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of COUNTY and CSU. CSU recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.

ARTICLE 12. NOTICES

Invoices, notices, reports, and other communications by either Party to the other shall be delivered personally or sent by first class mail, postage prepaid, to the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein. Matters concerning technical compliance relative to the performance of this CONTRACT should be directed to CSU's Principal Investigator. Invoices and matters pertaining to contractual and administrative aspects of this CONTRACT should be directed to CSU's Administrative Contact. All notices related to legal claims and disputes arising under this CONTRACT should be directed for the COUNTY to the COUNTY's Law Department contact.

FOR CSU:

ADMINISTRATIVE CONTACT

Diana Dubinsky
Assistant Director
Office of Sponsored Programs & Research
Cleveland State University
2121 Euclid Avenue, PH 300
Cleveland, OH 44115-2114
(216) 687-3607
d.dubinsky@csuohio.edu

TECHNICAL CONTACT

Daila Shimek
The Urban Center

Cleveland State University
2121 Euclid Avenue, UR 126
Cleveland, OH 44115-2114
(216) 687-9221
d.shimek@csuohio.edu

FOR COUNTY:

ADMINISTRATIVE CONTACT

Name
Title
Department
Agency/Organization

Street Address
City, State Zip code
Phone
email

LAW DEPARTMENT CONTACT


Majeed G. Makhoulf
Director of Law
Cuyahoga County Law Department
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113
216-698-6549
mmakhoulf@cuyahogacounty.us

TECHNICAL CONTACT

Norberto Colón
Deputy Chief of Staff,
Public Safety & Justice Services
Cuyahoga County, Office of Cuyahoga
County Executive Edward FitzGerald
310 West Lakeside Avenue, Suite 700
Cleveland, Ohio 44113
216-698-2701
ncolon@cuyahogacounty.us

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on the effective date first mentioned above.

CLEVELAND STATE UNIVERSITY

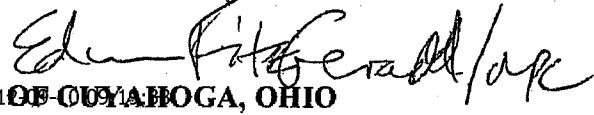
BY:  Date: 8/17/12
Craig M. Zullig, Director
Office of Sponsored Programs and Research

The legal form and correctness
of this contract is hereby approved.

By: _____

Date: _____

Edward FitzGerald, County Executive


COUNTY OF CUYAHOGA, OHIO

BY: _____ Date: _____
Edward FitzGerald, County Executive

The legal form and correctness
of this contract is hereby approved.

Cuyahoga County Law Department

By: _____

Date: _____

Exhibit 'A'



*Maxine Goodman Levin
College of Urban Affairs*

Prepared for:
**Cuyahoga County On Behalf of the Department of
Public Safety and Justice Services**

Prepared by:
**The Public Management Program
Maxine Goodman Levin College of Urban Affairs
Cleveland State University**

April 10, 2012

**Dispatch
Center
Consolidated
Feasibility
Studies**

A Proposal

Proposal is valid for 60
days from the date of
issuance

PROJECT DESCRIPTION

This proposal outlines how the Public Management Program (PM) of the Maxine Goodman Levin College of Urban Affairs at Cleveland State University could assist Cuyahoga County, Department of Public Safety and Justice Services (PSJC), in facilitating the consolidations of various public safety dispatch centers. Specifically, the PM will conduct up to three feasibility studies for consolidation of public safety dispatch functions for police, fire, and emergency medical services (EMS). Each study may include no more than six jurisdictions. Each study may also include up to three scenarios, each reflecting a different configuration of communities that may participate in a consolidated dispatch center. The PM will work with PSJC at the onset of each study to identify the number of communities and scenarios that will be addressed in that study.

The PM anticipates that each study will include the activities listed below.

1. Convene planning meeting

The PM project team will meet with project representatives from the jurisdictions to finalize the goals, objectives, and expectations of the project. The planning meeting will also include discussion of the strategy for the various stages of the project, and identification of data/information pertinent to the needs of the project.

2. Collect data

The PM project team will conduct interviews with a staff member identified by each of the participating jurisdictions to obtain pertinent data for the analysis and discuss the data-needs questionnaire prepared by the PM. Each participating dispatch center will also be expected to provide the data requested. The PM may adjust the data request based on availability of data for participating dispatch centers. Expectations with regard to the data needed for the project may include, but are not limited to:

- Copy of city charters and sections of codified ordinances pertaining to dispatch
- Staffing data including total number of full-time (FT) employees, part-time (PT) employees, total hours worked by PT employees annually, and number of hours per week worked by FT and PT employees.
- Percentage of dispatcher and supervisor's time dealing with non-dispatch-related issues (i.e., clerk of courts, jail matron, etc.)

***Proposal: Dispatch Center
Consolidated Feasibility Studies***

capital/equipment costs for a consolidated center.

4. Conduct cursory review of the labor agreement

The PM project team will conduct a cursory review of the salary and benefit components of participant labor agreements to determine potential areas around which each community might have to negotiate impact if various dispatch centers were to close. The PM will also review management rights clauses to identify potential issues with eliminating dispatch positions.

5. Develop list of questions to guide interviews and focus group-style dialogues

The PM project team will develop questions that will be used to guide the focus group and/or interview sessions.

6. Conduct facilitated dialogues and/or interviews with the jurisdictional leadership

The PM project team will conduct facilitated sessions and/or interviews with the stakeholders and leadership of the jurisdictions. The initial focus group-type meeting will be used to assess the participants' level of interest and determine each respective community's needs and concerns (e.g., cost, quality, governance, leadership and administrative operations, potential locations for a consolidated dispatch center, and other financial and budgetary aspects).

The PM will also meet with appropriate representatives of Cuyahoga County's Department of Public Safety and Justice Services (PSJC), to discuss what role or relationship, if any, the county may have with the consolidated dispatch centers.

Additional meetings will be held to gain participant feedback on progress and assumptions/methodology including formula for allocation of costs, potential locations, etc.

7. Develop financial profile for the group and for each participating community

The PM project team will develop a financial profile for the overall consolidated center, as well as for each community, which will include staffing and equipment costs. This will reflect the anticipated cost for each participant to take part in the

Proposal: Dispatch Center Consolidated Feasibility Studies

the dispatch centers' plans to upgrade radio equipment and identify current types of talk groups. PSJC will obtain cost estimates and other pertinent data for necessary equipment and provide cost estimates and a list of necessary equipment for each scenario to the PM so these data can be incorporated into the overall cost estimates for the dispatch center and the related financial profiles discussed in Step 7. These data will be included in the final report developed by the PM.

3. Presentation of Outcomes

PSJC staff will be available at the presentation of the study findings to answer questions regarding equipment.

Role of Participating Communities

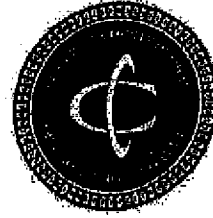
1. The participating communities will be expected to provide accurate data to be used in the study and provide it in a timely manner as described in the project timeline.
2. The participating communities will appoint a coordinator that will serve as the point of contact for the PM and will assist in coordinating the facilitated sessions.

The timeline for each study allows eight weeks for the collection and clarification of data and three months for completion of all meetings and interviews. If responsibility for these activities taking longer (than provided in the timeline) lies with the client or project participants (e.g., delay in provision of data, difficulty in coordinating meetings, etc.), the timeline will be extended accordingly.

**Proposal: Dispatch Center
Consolidated Feasibility Studies**

planning meeting. This timeline allows eight weeks for the collection and clarification of data and three months for completion of all meetings and interviews. If responsibility for these activities taking longer (than provided in this timeline) lies with the client or project participants (e.g., delay in provision of data, difficulty in coordinating meetings, etc.), the timeline will be extended accordingly. This schedule may be refined following the outcome of the planning meeting with participating jurisdictions. The anticipated schedule for each study is described below.

Project Activity	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month
Convene planning meeting						
Collect data from participating jurisdictions						
Analyze participant data						
Conduct cursory review of the labor agreements						
Develop questions to guide leadership interviews and focus group discussions						
Conduct interviews and meetings						
Collect equipment data from PSJC						
Develop individual and collective financial profile						
Ascertain feasibility						
Presentation of outcomes and executive summary						



Agenda

9-1-1 Planning Committee

Tuesday, June 26, 2012

2:00 p.m. to 4:00 p.m.

Cuyahoga County - Public Safety & Justice Services
310 W. Lakeside Avenue – Suite 700
Cleveland, OH 44113

- I. CALL TO ORDER
- II. ROLL CALL
- III. PUBLIC COMMENT
- IV. APPROVAL OF MINUTES – February 8, 2012 Meeting
- V. 9-1-1 COORDINATOR INTRODUCTION
- VI. CSU AGREEMENT
- VII. PSAP QUARTERLY MEETING OVERVIEW
 - Next Meeting
- VIII. TECHNICAL ADVISORY COMMITTEE UPDATE
- IX. LEGAL REVIEW OF WIRELESS 9-1-1
- X. 9-1-1 PLAN AMENDMENT UPDATE
- XI. EXECUTIVE SESSION
 - *Action Item: Review & Approve RFP
- XII. ADJOURNMENT

Next Meeting:
TBD

EXECUTIVE SESSION MAY BE HELD PURSUANT TO OHIO REVISED CODE (ORC) 121.22(G)
ORC 121.22(G)(5), a public body may hold an executive session to consider "[m]atters required to be kept confidential by federal law or regulations or state statutes."
ORC 121.22(G)(6) provides that consideration of "[d]etails relative to the security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or a public office." Under this exception, both conditions must be met:
(1) the subject of the meeting must relate to the security arrangements and emergency response protocols for a public body or a public office; and,
(2) public disclosure of the matters discussed could reasonably be expected to jeopardize the security of that public body or public office.



9-1-1 Planning Committee
Wednesday, February 08, 2012
3:00 p.m.
Summary
Page 1 of 2

Location: Parma City Hall, 6611 Ridge Road, Parma, Ohio

Present: Norberto Colón-Cuyahoga County; Mayor Timothy DeGeeter, City of Parma; Martin Flask-Safety Director, City of Cleveland; Greg Baeppler-Safety Director, City of Parma
Chief Steve Szeredy-Gates Mills Police Dept.; Brandy Carney-Office of Emergency Management;
Paula Young-Grants & Training

I. Approval of Minutes – December 14, 2011 Meeting

- ❖ Motion to approve the minutes of the Dec. 14, 2011
- ❖ Mayor DeGeeter moved; Martin Flask seconded; all in favor; minutes approved.

II. Quarterly PSAP Meeting Overview

Norberto Colón noted good attendance for first quarterly meeting held Jan. 20, 2012. Questions were answered satisfactorily, with exception of City of Beachwood's issues regarding funding. Subsequent meeting with the County Executive and the Police Chiefs Association resulted in the assignment of an audit of the 9-1-1 wireless and CRIS funds.

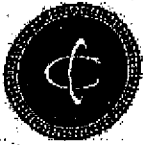
Chief Szeredy reiterated positive reviews from others in attendance. The next meeting is scheduled for April 13, 2012, 1:00 p.m., location to be determined. Future agendas will include 9-1-1 updates as well as educational initiatives.

III. 9-1-1 Coordinator Update

Interview process completed; candidate is a dispatcher from Olmsted Falls. Duties will include compiling statistics accurately and easy to understand. Historically data has been inaccurate having only recently-within the last two years-been corrected. Future quarterly PSAP meetings will be facilitated by the 9-1-1 Coordinator. Brandy Carney will oversee CECOMS related duties.

IV. Technical Advisory Committee Update

9-1-1 Technical Advisory Committee has formed. Chief Szeredy noted membership is complete except for a representative from the fire discipline. First meeting was held today, defining the mission of the committee: *Provide technical support to 9-1-1 Planning Committee and to implement and improve County-wide 9-1-1 system.* Minutes from the meeting will be available online. Tasks, objectives and timelines were also defined. Committee will meet Feb. 15th, inviting representatives from AT&T to provide a technical overview. The committee will also discuss the development of an RFP.



9-1-1 Planning Committee
Wednesday, February 08, 2012
3:00 p.m.
Summary
Page 2 of 2

Survey will be sent to all PSAPs to identify immediate need so requests can be prioritized. Upgraded Equipment Request Form and Guidelines were reviewed. Chief Szeredy indicated he will be the point of contact. Paula Young of Grants & Training, will support the committee and lead the RFP process, as well as assist with consolidation of dispatch centers and regionalization efforts.

Other Business

Norberto commented on a recent Public Safety Committee meeting where Vice-Chair Dave Greenspan noted some attendees left the meeting with less trust in the County; to which Norberto and Chief Szeredy both disagreed.

Next Steps

- Recommendations from the 9-1-1 Technical Advisory Committee.
 - Consider process for other ideas to use 9-1-1 funds; support for consolidation requests.
 - Protocol for emergency medical dispatching – for discussion at next PSAP meeting.
-
- ❖ Motion to adjourn made by Martin Flask; Mayor DeGeeter seconded.
 - ❖ Meeting adjourned at 3:30 p.m.