

CITY OF BROADVIEW HEIGHTS, OHIO

ORDINANCE NO. 11-13

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND
CUYAHOGA COUNTY FOR AN ADDITIONAL ASSESSMENT OF A POTENTIAL
EMERGENCY OPERATIONS CENTER IN BROADVIEW HEIGHTS,
AND DECLARING AN EMERGENCY.

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Cuyahoga County for an additional assessment of a potential emergency operations center in Broadview Heights.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Cuyahoga County for an additional assessment of a potential emergency operations center in Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: Feb. 18, 2013



PRESIDENT OF COUNCIL

DATE FILED
WITH MAYOR: Feb. 18, 2013

APPROVED: Samuel J. Alai

SAMUEL J. ALAI, MAYOR

ATTEST: Kileen Dunlap

CLERK OF COUNCIL

DATE APPROVED: Feb. 18, 2013

**AGREEMENT
BETWEEN
CUYAHOGA COUNTY
AND
THE CITY OF BROADVIEW HEIGHTS**

RE: Additional Assessment of Potential Emergency Operations Center location in Broadview Heights

This Agreement entered into this 18 day of February 2013, by and between Cuyahoga County, Ohio, Department of Public Safety and Justice Services, (hereinafter the "County") and the City of Broadview Heights, Ohio.

WHEREAS, the County desires to have the City of Broadview Heights assess the potential Emergency Operations Center location for the inclusion of the Broadview Heights Police and Fire Departments;

WHEREAS, the City of Broadview Heights desires to include the Broadview Heights Police and Fire Departments at the potential Emergency Operations Center location;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and the City of Broadview Heights hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on March 1, 2013 ("Effective Date") and continue for a period of ninety (90) days or for the duration of the scope of the project, whichever term is met first, for fees and costs set forth herein.

Any renewal of the Agreement for additional terms shall be made upon mutual written agreement of the Parties.

2. PURPOSE AND SCOPE OF AGREEMENT

The scope of this agreement includes the assessment of vacant land as a potential Emergency Operations Center location to include the Broadview Heights Police and Fire Departments. The assessment at minimum will include: square foot requirements, site plan layouts, conceptual floor plans / drawings, and a probable cost of construction.

The purpose of this agreement is to provide the City of Broadview Heights with the funding necessary to hire a third (3rd) party to conduct this assessment. This assessment will determine whether it is possible to create a consolidated public safety center to include the Cuyahoga County Emergency Operations Center, and the Broadview Heights Police and Fire Departments.

EXHIBIT A

3. FUNDING

Cuyahoga County agrees, upon execution of this agreement by both parties, to provide the City of Broadview Heights with \$15,000.00 (Fifteen Thousand Dollars) for the scope and purpose as described in Section two (2) above.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

This agreement obligates the following:

- a. Cuyahoga County agrees to provide the City of Broadview Heights \$15,000.00 (Fifteen Thousand Dollars) to hire a third (3rd) party to conduct an assessment as described in Section two (2).
- b. The City of Broadview Heights agrees to contract for an assessment as described in Section two (2), which contract shall not exceed \$15,000 unless mutually agreed by the City of Broadview Heights and Cuyahoga County.
- c. The City Broadview Heights agrees to submit the assessment to Cuyahoga County after completion.

5. POINTS OF CONTACT.

- a) **Cuyahoga County, Department of Justice Affairs**
Norberto Colon
Deputy Chief of Staff for Public Safety and Justice Services
216-698-2701
- b) **City of Broadview Heights, Economic Development**
David Schroedel
440-526-6259

6. INDEMNITY/INSURANCE

The City of Broadview Heights and the County agree that neither entity can or will indemnify the other as both parties are political subdivisions and are prohibited by law from entering into an indemnification agreement. Accordingly, the City of Broadview Heights and the County agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of this Agreement.

The City of Broadview Heights and the County further agree that each will maintain and carry sufficient and appropriate liability insurance relative to the duties and obligations under this Agreement.

7. AGREEMENT TERMINATION

The terms of this Agreement will terminate upon agreement of the parties. Or, either party, upon thirty (30) days advance written notice to the other party, may terminate this Agreement.

8. MODIFICATIONS

By the mutual consent of the County and the City of Broadview Heights this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to the Agreement shall be by written amendment signed by both parties.

9. ANTI-DISCRIMINATION

The County and the City of Broadview Heights agree that in the performance of this Agreement, there be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act, sexual orientation, the Laws of the State of Ohio and the City of Cleveland and any such violation, thereof, shall be deemed a breach of the Agreement.

10. ENTIRE AGREEMENT

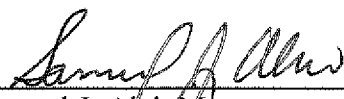
This document constitutes the full and complete expression of the Agreement between the City of Broadview Heights and the County and supersedes any prior or contemporaneous oral or written agreements. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

11. ELECTRONIC SIGNATURE

By entering into this Agreement, the City of Broadview Heights agrees 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. The City of Broadview Heights 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 Cuyahoga County.

AGREED BY:

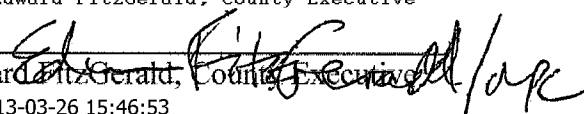
CITY OF BROADVIEW HEIGHTS



Samuel J. Alai, Mayor
Director of Public Safety

Date: Feb. 18, 2013

CUYAHOGA COUNTY

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive
2013-03-26 15:46:53

Date: _____