

AGREEMENT

Between

CUYAHOGA COUNTY

And

CHAGRIN VALLEY DISPATCH COUNCIL

For

9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD

THIS AGREEMENT entered into this _____ day of _____, 2013, (the “effective date”) by and between the Chagrin Valley Dispatch Council of Governments (“CHAGRIN VALLEY DISPATCH COUNCIL”), a municipal corporation of the State of Ohio, under authority of the Chagrin Valley Dispatch Council of Governments by Resolution No. _____ (attached as Exhibit A), and Cuyahoga County of Ohio, (“COUNTY”), a political subdivision of State of Ohio, through the County Executive.

WHEREAS, pursuant to Ordinance O2013-0010 duly adopted on April 9, 2013 by the Cuyahoga County Council approving the 9-1-1 Consolidation Shared Services Fund and Review Committee for the purpose of supporting communities in consolidating their 9-1-1 dispatch centers; and

WHEREAS, the Cuyahoga County 9-1-1 Consolidation Shared Services Fund and Review Committee has awarded funds from the 9-1-1 Consolidation Shared Services Fund (hereinafter called the “CSSF”) to the CHAGRIN VALLEY DISPATCH COUNCIL, and the following documents consisting of Attachment I, Attachment II, Attachment III, Exhibit B and Exhibit C, are incorporated herein as part of this Agreement:

- 1) Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application Guide (June 12, 2013) (Attachment I)
- 2) County Council of Cuyahoga County, Ohio Ordinance No. O2013-0010 (Attachment II)
- 3) Scope of Work - Chagrin Valley Dispatch Council (Attachment III)
- 4) Financial Report Form (Exhibit B)
- 5) Chagrin Valley Dispatch 9-1-1 Consolidation Shared Services Fund Request (Exhibit C)

WHEREAS, it is necessary that the COUNTY and CHAGRIN VALLEY DISPATCH COUNCIL enter into an agreement in order to carry out the requirements set forth in Attachment I-III;

NOW, THEREFORE, the parties hereby agree as follows:

I. TERM

This Agreement will be effective as of **September 1, 2013**, and unless sooner terminated for cause, will terminate **on December 31, 2014**.

II. SCOPE

The COUNTY and CHAGRIN VALLEY DISPATCH COUNCIL will assure adherence to the requirements as set forth in Attachment I, Attachment II, Attachment III and Exhibit B during the period from September 1, 2013 through and including December 31, 2014 or as adjusted by approved formal request for a change or program modification. Any changes in, or deviations from the requirements in Attachment I, Attachment II, Attachment III or Exhibit B must be set forth in writing and approved by the 9-1-1 Consolidation Shared Services Fund and Review Committee prior to implementation.

III. COMPENSATION

A. DISBURSEMENT

The COUNTY shall make a onetime disbursement to the CHAGRIN VALLEY DISPATCH COUNCIL for allowable expenses as detailed in Attachment III and Exhibit B as recommended by majority vote of the 9-1-1 Consolidation Shared Services Fund Review Committee, and approved by County Council of Cuyahoga County. In no event shall compensation exceed **THREE HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$330,000.00)**.

B. MATCH REQUIREMENTS

The CHAGRIN VALLEY DISPATCH COUNCIL, in accordance with the Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application (Attachment I) is required to commit the equivalent of twenty percent (20%) local match (cash or in-kind) of the total amount of the requested funding, to be expended, deposited or committed by the termination of the Agreement.

IV. REPORT REQUIREMENTS

FINANCIAL REPORTS

The Chagrin Valley Dispatch Council shall furnish to the COUNTY by the tenth (10th) day of each quarter, a Financial Report Form (Exhibit B) accompanied with back-up documentation describing expenditure of funds, including, but not limited to: quotes, purchase orders, invoices, proof of payment, cancelled checks. The Financial Report Form is attached hereto and incorporated by reference herein as Exhibit B.

V. AUDIT

The COUNTY, the Ohio Auditor of State and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the Chagrin Valley Dispatch Council that are pertinent to the subject project. The COUNTY shall provide the Chagrin Valley Dispatch Council with three (3) days advance written notice of intent to audit.

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:

CHAGRIN VALLEY DISPATCH COUNCIL:

Chagrin Valley Dispatch Council
Attn: Mayor Thomas Brick
Chagrin Falls Village Hall
21 West Washington Street
Chagrin Falls, Ohio 44022

COUNTY:

Cuyahoga County
Public Safety & Justice Services
Public Safety Grants
Deputy Chief of Staff
310 West Lakeside Avenue, Suite #330
Cleveland, Ohio 44113

or at such other address as the COUNTY may designate by the written notice.

VII. TERMINATION

A.CANCELLATION

This Agreement shall terminate on the date stated in Section I or after reasonable notice and opportunity to correct any substantial breach of this Agreement.

B.VIOLATION

This Agreement may be terminated for failure to meet the terms of this Agreement or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause a request for reimbursement of all or a portion of the fund award, and/or the termination of the program.

C.CONDITIONS

The Chagrin Valley Dispatch Council has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this Agreement and upon approval by the County. The County shall amend the time period provided a request for same is received sixty (60) days prior to the end of this Agreement of financial reporting by the implementing Chagrin Valley Dispatch Council infers same. An extension shall be granted by the County on a project need basis until the expiration of the amended project award period.

VIII. INDEMNITY/INSURANCE

The CHAGRIN VALLEY DISPATCH COUNCIL 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, each party agrees that each will be entirely responsible for its acts, errors and omissions, and those of its employees and agents during the performance of this Agreement.

IX. NON-DISCRIMINATION

The COUNTY 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 COUNTY.

X. ELECTRONIC TRANSACTIONS

By entering into this Agreement, the Chagrin Valley Dispatch Council agrees on behalf of the Contracting or submitting business entity, its officers, employees, sub-Contractors, sub grantees, 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. The Chagrin Valley Dispatch Council 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.

XI. COMPLIANCE WITH THE LAW

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

XII. PROTECTION OF CONFIDENTIAL INFORMATION

This Agreement including the attachments and exhibits 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.

IN WITNESS WHEREOF, the COUNTY and the CHAGRIN VALLEY DISPATCH COUNCIL have executed and delivered this Agreement as of the date first above written.

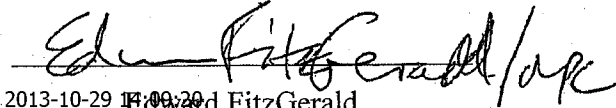
CHAGRIN VALLEY DISPATCH COUNCIL

A handwritten signature in cursive script that reads "Thomas Brick". The signature is written in dark ink and is positioned above the printed name and title.

Thomas Brick, President
Chagrin Valley Dispatch Council

COUNTY of CUYAHOGA, OHIO

Edward FitzGerald, County Executive

A handwritten signature in cursive script that reads "Edward FitzGerald". The signature is written in dark ink and is positioned above the printed name and title. There is a date stamp "2013-10-29" to the left of the signature.

2013-10-29 Edward FitzGerald

Cuyahoga County Executive