

AGREEMENT

Between

CUYAHOGA COUNTY

And

CITY OF BEDFORD HEIGHTS

**On Behalf of the Southeast Council of Governments
(To Include City of Bedford, City of Bedford Heights, and City of Maple Heights)**

For

9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD

THIS AGREEMENT entered into this _____ day of _____, 2013, (the “effective date”) by and between the City of Bedford Heights, on behalf of the Southeast Council of Governments, to include City of Bedford, City of Bedford Heights and City of Maple Heights, (“CITY OF BEDFORD HEIGHTS”), a municipal corporation of the State of Ohio, 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 Southeast Council of Governments, and the following documents consisting of Attachment I, Attachment II, Attachment III, Exhibit A and Exhibit B, are incorporated herein as part of this Agreement:

- 1) 9-1-1 Consolidations Shared Services Fund Agreement Scope of Work - Southeast Council of Governments (Attachment I)
- 2) Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application Guide (Attachment II)

- 3) County Council of Cuyahoga County, Ohio Ordinance No. O2013-0010 (Attachment III)
- 4) Southeast Council of Governments 9-1-1 Consolidation Shared Services Fund Request (Exhibit A)
- 5) Financial Report Form (Exhibit B)

WHEREAS, it is necessary that the COUNTY and CITY OF BEDFORD HEIGHTS 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 November 1, 2013 and unless sooner terminated for cause, will terminate on December 31, 2014.

II. SCOPE

The COUNTY and CITY OF BEDFORD HEIGHTS will assure adherence to the requirements as set forth in Attachment I, Attachment II, Attachment III, Exhibit A and Exhibit B during the period from November 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 Exhibit A 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 CITY OF BEDFORD HEIGHTS for allowable expenses as detailed in Attachment I and 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 **ONE MILLION, ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$1,160,000.00)**.

B. MATCH REQUIREMENTS

The CITY OF BEDFORD HEIGHTS, in accordance with the Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application (Attachment II) 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 CITY OF BEDFORD HEIGHTS 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 CITY OF BEDFORD HEIGHTS that are pertinent to the subject project. The COUNTY shall provide the CITY OF BEDFORD HEIGHTS 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:

CITY OF BEDFORD HEIGHTS

City of Bedford Heights
Attn: Mayor Fletcher D. Berger
5661 Perkins Road
Bedford Heights, Ohio 44146

COUNTY:

Cuyahoga County
Public Safety & Justice Services
Public Safety Grants
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 City of Bedford Heights 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 City of Bedford Heights 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 CITY OF BEDFORD 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, 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 City of Bedford Heights 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 City of Bedford Heights 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.

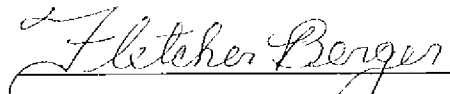
XII. PROTECTION OF CONFIDENTIAL INFORMATION

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.

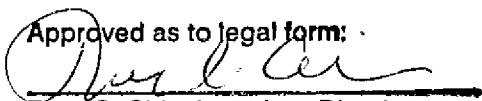
IN WITNESS WHEREOF, the COUNTY and the CITY OF BEDFORD HEIGHTS; on behalf of the Southeast Council of Governments, to include City of Bedford, City of Bedford Heights and City of Maple Heights have executed and delivered this Agreement as of the date first above written;

CITY OF BEDFORD HEIGHTS

**ON BEHALF OF THE SOUTHEAST COUNCIL OF GOVERNMENTS, TO INCLUDE
CITY OF BEDFORD, CITY OF BEDFORD HEIGHTS, CITY OF MAPLE HEIGHTS**

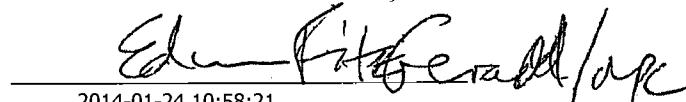

Fletcher D. Berger

Mayor, City of Bedford Heights, Ohio

Approved as to legal form: 
Ross S. Cirincione, Law Director
City of Bedford Heights, Ohio

COUNTY of CUYAHOGA, OHIO

Edward FitzGerald, County Executive


2014-01-24 10:58:21
Edward FitzGerald

Cuyahoga County Executive