

AGREEMENT

between

CUYAHOGA COUNTY

and

Cuyahoga Metropolitan Housing Authority

for

FY2011 Law Enforcement State Homeland Security Program

THIS AGREEMENT (Agreement") is entered into this ____ day of _____, 20__, by and between the County of Cuyahoga, Ohio, on behalf of the Department of Public Safety and Justice Services (the "COUNTY"), and Cuyahoga Metropolitan Housing Authority, a political subdivision organized pursuant to ORC §3735, *et seq.*, with principal offices located at 8120 Kinsman Road, Cleveland, Ohio 44104 (the "CMHA").

WHEREAS, the COUNTY desires to strengthen homeland security preparedness and terrorism prevention by enhancing intelligence fusion and information sharing capabilities across the region; and

WHEREAS, the County accepted grant funding for the FY2011 Law Enforcement State Homeland Security Program ("FY2011 LE SHSP") pursuant to Resolution No. CPB2012-293 duly adopted on March 26, 2012, in order to promote such programs with municipalities and other permissible agencies in Cuyahoga County; and

WHEREAS, the COUNTY selected CMHA as a grant recipient and desires to enter into an Agreement to carry out the program responsibilities of the FY11 SHSP-LE grant.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICE

A. Scope of Work

CMHA agrees to provide, and the COUNTY agrees to reimburse CMHA for the allowable project costs described in FY 2011 Regional Program Guidance and Application Package ("Attachment I"), attached and incorporated in this Agreement as fully rewritten herein. Any changes or deviations from the scope of

work described in Attachment I must be set forth in writing and approved by the COUNTY prior to implementation.

B. Travel Expenses

If situations arise that causes CMHA and the COUNTY representatives to agree that travel is required in connection with the performance of the scope of work, CMHA will seek written pre-approval on the Travel Pre-Approval Form, included in Attachment I, before CMHA incurs any such travel expenses. All travel expenses are included in the amount stated in Section II(A) of the Agreement. The COUNTY agrees to reimburse CMHA within twenty (20) days after CMHA provides the COUNTY with reasonable and appropriate expense documentation.

C. Training and Exercise Pre-Approval

All training and exercise activities supported by FY11 LE SHSP must be pre-approved by the Ohio EMA and CMHA must obtain signed approval from Ohio EMA to ensure costs are eligible for reimbursement. Application for approval of training and exercise activities shall be made on the Training Pre-Approval Form and the Exercise Pre-Approval Form included in Attachment I and should be submitted as early in the process as possible to ensure prompt approval and reimbursement.

II. TERMS AND CONDITIONS OF PAYMENT

A. Payment

The COUNTY shall reimburse CMHA for 100% of approved allowable program costs incurred by the CMHA in performing the activities described in Exhibit A for a total amount not to exceed **Three Thousand Dollars (\$3,000.00)**. The County shall reimburse CMHA only from FY11 SHSP-LE grant funds.

B. Required Documentation for Reimbursement Negotiates

1. CMHA shall submit a reimbursement request, proof of payment and invoices signed by the CMHA indicating approval and acceptance of goods/services in order to obtain reimbursement. In no event shall the COUNTY reimburse any expenditure by the CMHA unless said expenditure is an approved allowable program cost as described in Attachment I and included in the schedule of expenses on the Financial Report Form ("Exhibit A"). The COUNTY shall pay CMHA the amount of approved allowable program costs invoiced within thirty (30) business days after the County receives the FY2011 LE SHSP grant funds from the State.
2. The COUNTY shall reimburse CMHA on the basis of the approved documentation for the expenses incurred by CMHA and in compliance to the terms stated in Attachment I.
3. CMHA shall submit reimbursement requests at least once every quarter. Each such reimbursement request shall be made in the form of Exhibit A.

4. The COUNTY may withhold reimbursements if CMHA is in violation of federal, state and/or COUNTY requirements, regulations and conditions set forth in this Agreement.

II. GRANT CONDITIONS

- A. CMHA shall comply with all grant conditions set forth in Section XII of Attachment I.
- B. CMHA acknowledges and certifies that privacy and civil rights/civil liberties protections are in place that are at least as comprehensive as the *ISE Privacy Guidelines* by the ISE Privacy Guidelines Committee (PGC) in order to use the LE SHSP grant funds for fusion center related initiatives. If these protections have not been submitted for review and on file with the ISE PGC, LE SHSP grants funds may only be leveraged to support the development and/or completion of the fusion center's privacy protections requirements.
- C. CMHA acknowledges and certifies that it meets NIMS compliance requirements as outlined in Attachment I and that the requirements of FY05, FY06, FY07, FY08, and FY09 NIMS requirements have in fact been implemented or the CMHA has made a good faith effort to implement them. Evidence of compliance with these requirements must be made available, upon request, to Ohio EMA. Failure to do so may result in suspended or terminated funding.

IV. AUDITS

- A. Access to records
To the extent permitted by law, the COUNTY and the State of Ohio 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 CMHA that are pertinent to the subject grant. The COUNTY shall provide the CMHA with two (2) days advance written notice of intent to audit.
- B. Final Audit
 1. Final audit of CMHA shall be made by the Auditor of the State at each level of local government in accordance with standard time schedules. The CMHA 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-102, A-110, A-128, A-122, A-124, A-133, A-87, A-88, A-21, and A-27. The COUNTY shall provide the CMHA 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 CMHA with a copy of findings

for recovery related to the CMHA'S expenditures under this AGREEMENT, so that the CMHA shall have an opportunity to submit a written response to said findings. The CMHA shall be liable to the COUNTY for findings of recovery made as the result of a state audit but in no event shall recovery exceed Three Thousand Dollars (\$3,000.00).

V. 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: Cuyahoga County
Grants and Training/Public Safety Grants Administration
310 Lakeside Avenue, Suite 750
Cleveland, Ohio 44113
Attn: Manager

CMHA: Cuyahoga Metropolitan Housing Authority
8120 Kinsman Road
Cleveland, OH 44104
ATTN: Chief Executive Officer

Or at such other address as the COUNTY may have designated by the written notice to the CMHA.

VI. TERMINATION

Unless for one of the reasons stated below, this agreement shall terminate on the expiration date stated herein, provided the termination does not affect either party's obligations as described in the grant conditions. The CMHA will provide services and assure all adherence to the requirements as set forth in Attachment I during the period from March 1, 2013 through and including December 31, 2013 or as adjusted by approved formal request for a grant period change, program modification or grant extension.

A. For Change in Funding. The COUNTY may terminate this Agreement in the event that the U.S. Department of Homeland Security or Ohio Emergency Management Agency reduce or discontinue the FY2010 LE SHSP grant thereby causing the COUNTY to receive a lesser amount of grant funds than specified by this Agreement.

B. For Cause. The COUNTY may terminate this Agreement for the following reasons:

1. Failing to comply with the requirements or statutory objectives of federal law;

2. Failing to make satisfactory progress toward the goals or objectives set forth in Exhibit A;
3. Failing to follow grant agreement requirements or the respective grant guidance;
4. Failing to submit required reports;
5. Filing a false certification in this application or other report or document.

The COUNTY will provide reasonable written notice to CMHA when corrective action is required. CMHA has ten (10) days to implement the recommended corrective action (s) and achieve compliance.

VII. NON-DISCRIMINATION

CMHA hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, used in the performance of this Agreement, CMHA shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CMHA shall fully comply with all appropriate Federal and State laws regarding such regulations, including the Americans with Disabilities Act, as set forth in Attachment I.

VIII. COMPLIANCE WITH THE LAW

Performance under this AGREEMENT shall be in compliance with all applicable Federal laws and regulations as described in Attachment I, and State and County laws, regulations, circulars, rules, and ordinances.

IX. ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE

CMHA activities shall comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). CMHA shall provide any information requested by Ohio EMA to ensure compliance with applicable Federal EHP requirements. CMHA shall not initiate any project with the potential to impact EHP resources until a Federal review has been completed.

X. PROTECTION OF CONFIDENTIAL INFORMATION

This Agreement and the Attachment and Exhibit may be considered a security record and thus not a public record as per Section 149.43 of the Ohio Revised Code. 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

Director of Law before releasing or reproducing confidential information. This section is not meant to encourage non-compliance with the Ohio Public Records Law.

XI. ENTIRE AGREEMENT

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

XII. ELECTRONIC SIGNATURE

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.

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

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: _____

Edward FitzGerald, County Executive

2013-12-24 09:52:46

Cuyahoga Metropolitan Housing Authority

By: _____

Jeffery K. Patterson, Chief Executive Officer