

**AGREEMENT**  
**Between**  
**CUYAHOGA COUNTY**  
**And**  
**CITY OF PARMA**

**ON BEHALF OF THE PARMA EMERGENCY REGIONAL DISPATCH CENTER  
(TO INCLUDE CITIES OF BROOKLYN, PARMA, AND PARMA HEIGHTS)**

**For**  
**9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, (the “effective date”) by and between the City of Parma, on behalf of the Parma Emergency Regional Dispatch, to include City of Brooklyn, City of Parma and City of Parma Heights, (“CITY OF PARMA”), 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 Parma Emergency Regional Dispatch Center, 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 Consolidation Shared Services Fund Agreement Scope of Work – City of Parma for the Parma Regional Emergency Dispatch Center (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) City of Parma 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 PARMA enter into an agreement in order to carry out the requirements set forth in Attachment I, II and III;

NOW, THEREFORE, the parties hereby agree as follows:

#### **I. TERM**

This Agreement will be effective as of February 1, 2015 and unless sooner terminated for cause, will terminate on January 31, 2016.

#### **II. SCOPE**

The COUNTY and CITY OF PARMA 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 February 1, 2015 through and including January 31, 2016 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 Review Committee prior to implementation.

#### **III. COMPENSATION**

##### **A. DISBURSEMENT**

The COUNTY shall make a onetime disbursement to the CITY OF PARMA 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 **NINE HUNDRED SEVENTY ONE THOUSAND NINE HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$971,911.00)**.

## **B. MATCH REQUIREMENTS**

The CITY OF PARMA, 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 PARMA shall furnish to the COUNTY by the tenth (10<sup>th</sup>) 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 PARMA that are pertinent to the subject project. The COUNTY shall provide the CITY OF PARMA 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 PARMA**

City of Parma  
Attn: Shelley Cullins  
Economic Development Officer  
6611 Ridge Road  
Parma, Ohio 441129

**COUNTY:**

Cuyahoga County  
Dept. Public Safety & Justice Services  
2079 East 9<sup>th</sup> Street, Suite 5-200  
Cleveland, Ohio 44115

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 Parma 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. 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 PARMA 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 Parma 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 Parma 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 PARMA; on behalf of the Parma Regional Emergency Dispatch Center, to include City of Brooklyn, City of Parma and City of Parma Heights have executed and delivered this Agreement as of the date first above written;

**CITY OF PARMA**

**On Behalf Of The Parma Emergency Regional Dispatch Center  
(To Include City Of Brooklyn, City Of Parma and City Of Parma Heights)**

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Mayor Timothy DeGeeter

City of Parma, Ohio

**COUNTY of CUYAHOGA, OHIO**

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Armond Budish

Cuyahoga County Executive

**9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD AGREEMENT  
SCOPE OF WORK**

**The City of Parma  
For the Parma Emergency Regional Dispatch Center  
(to include the Cities of Brooklyn, Parma and Parma Heights)**

The purpose of the Scope of Work (SOW) is to clarify the designation of the funding award recommended by the 9-1-1 Consolidation Shared Services Fund Review Committee and approved by the Cuyahoga County Council, funded through the 9-1-1 Consolidation Shared Service Fund; terms and conditions for the purpose of supporting consolidation efforts of 9-1-1 dispatch centers. This document shall hereafter be recognized as (Attachment I) to the underlying Agreement between the City of Parma and the County.

The City of Parma agrees to apply the funds awarded by the 9-1-1 Consolidation Shared Services Fund Review Committee for uses as listed below:

**City of Parma, on behalf of the Parma Emergency Regional Dispatch Center  
9-1-1 Consolidation Shared Services Fund (CSSF) Award Recommended  
Amount: \$971,911.00**

<b>Category</b>	<b>Item Description</b>	<b>Cost Estimate</b>	<b>Award Recommendation</b>
Equipment/ Technology	Workstation Furniture	\$101,440.00	\$101,440.00
	CPE Local Gateway	\$13,210.00	\$13,210.00
	Logger/Recorder	\$97,072.00	\$97,072.00
	Desktop/Workstation Computers	\$22,791.00	\$22,791.00
	Network Equipment	\$20,236.00	\$20,236.00
	Radio System	\$644,636.00	\$644,636.00
	CAD	\$37,000.00	\$37,000.00
	Additional ProQA Licenses	\$21,720.00	\$21,720.00
	Admin Telephone	\$13,806.00	\$13,806.00
	<b>TOTAL</b>		<b>\$971,911.00</b>

**Project Expenses**

City of Parma shall use the funds awarded for approved expenses associated with the purchase of the specific uses as identified in the 911 CSSF Award Recommendations.

**Match Requirement**

The City of Parma, 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.

**Financial Report Requirements**

The City of Parma 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, receipts, proof of payment, cancelled checks. The Financial Report Form is attached hereto and incorporated by reference herein as Exhibit B.