

FIRST READING: 9.23.19
SECOND READING: 10.14.19
THIRD READING: 10.28.19

ORDINANCE NO. 72-19

BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BETWEEN THE CUYAHOGA COUNTY AND THE CITY OF ROCKY RIVER REGARDING THE ESTABLISHMENT OF THE CITY'S TEMPORARY PUBLIC SAFETY ANSWERING POINT (PSAP), ATTACHED HERETO AS EXHIBIT A

WHEREAS: cooperation between the City of Rocky River and Cuyahoga County will facilitate the establishment of a temporary Public Safety Answering Point (PSAP) for the Police Department; and

WHEREAS: Cuyahoga County will provide technical assistance and expertise to the City for the establishment of the PSAP at a cost not to exceed Seven Thousand Dollars (\$7,000.00), through the contract attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor or her designee is hereby authorized to enter into a contract between the Cuyahoga County and the City of Rocky River regarding the establishment of a temporary Public Safety Answering Point (PSAP) for the Police Department, at a cost not to exceed Seven Thousand Dollars (\$7,000.00).

SECTION 2. - That funds for the services listed in the attached contract shall not exceed Seven Thousand Dollars (\$7,000.00) and shall be paid from the Capital Improvement Fund.

SECTION 3. - That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that the Police Department requires immediate telecommunication assistance, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 28th, 2019

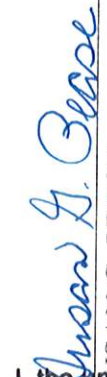

JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: October 28th, 2019

APPROVED: October 28th, 2019

ATTEST:

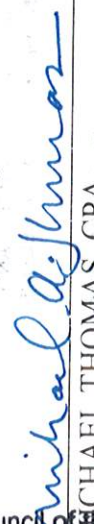

SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

I, the undersigned clerk of council of the City of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 28th day of October, 2019.


Clerk of Council of the City of Rocky River, Ohio

is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.


MICHAEL THOMAS, CPA
Director of Finance

Contract w/Cuy City re PSAP

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 72-19 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 28th DAY OF October, 20 19, THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW, THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN, THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD
IN ORDINANCE RECORD NO. 72-19

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 28th DAY OF
October, 20 19.

Audrey G. Dean
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

EXHIBIT A

CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

CITY OF ROCKY RIVER

THIS CONTRACT (the "Contract") is made and entered into effective as of the _____ day of _____, 2019 (the "Effective Date"), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and the City of Rocky River ("Rocky River"), a(n) Ohio municipal corporation, having a principal place of business at 21012 Hilliard Blvd. Rocky River, Ohio.

WHEREAS, Rocky River wishes to establish a temporary Public Safety Answering Point (PSAP); and

WHEREAS, Rocky River will require a second hand-off from the Multiprotocol Label Switching (MPLS) network.

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

Article 1. AGREEMENT AND TERM

1.1 Motorola CallWorks (CallWorks) assesses the County a fee of \$3,500 each time they decommission and/or relocate a workstation as well as to install new equipment. Rocky River agrees to pay all costs associated with CallWorks that the County incurs as a result of setting up the temporary PSAP, not to exceed \$7,000.00.

1.2 Rocky River is responsible for contacting CallWorks directly to address any system technical issues.

1.3 In the event Rocky River determines the need for an AT&T ASE and/or telephone circuit, Rocky River will be responsible for working with AT&T for installation, maintenance and payment of the monthly fees for the required circuits.

1.4 In the event Rocky River were to terminate the circuit early, Rocky River will be responsible for any and all early termination fees charged by AT&T.

1.5 Upon moving into the permanent location, Rocky River will be responsible for any and all circuit installation fees charged to the County by AT&T.

1.6 The term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of three year(s) from the Effective Date.

Article 2. PAYMENT AND INVOICING

2.1 Payment. During the term of this Contract, Rocky River shall pay the County annually or monthly for the payments outlined in Article 1 upon receipt and approval of said invoice by the County.

2.2 Invoice. The County shall invoice Rocky River annually or monthly for the payments outlined in Article 1 upon execution of this Contract.

Article 3. INDEMNITIES AND LIABILITIES

3.1 No Indemnity by Either Party. Both parties acknowledge that, as political subdivisions of the State of Ohio, neither party indemnifies any person or entity.

Article 4. TERMINATION

4.1 Termination for Convenience. Either party may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of Rocky River, the County will be entitled to compensation for any Services that Rocky River has delivered before termination. Any fees paid in advance shall be returned to Rocky River at a prorated amount. No early termination fees shall apply to the County.

Article 5. MISCELLANEOUS

5.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Public Safety and Justice Services
2079 East 9th Street, Suite 5-200
Cleveland, Ohio 44115

In the case of Rocky River:

City of Rocky River
21012 Hilliard Blvd, Rocky River, Ohio

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

5.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

5.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

5.4 Record Audit Retention. Rocky River agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Rocky River be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

5.5 Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Rocky River hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

5.6 Assignment. Rocky River shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

5.7 Contract Processing. Rocky River shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County
ATTN: Business Services Manager
2079 East 9th Street, Suite 5-200
Cleveland, Ohio 44115

5.8 Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

5.9 Good Standing. Rocky River is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, Rocky River certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

5.10 Conflicts of Interest. Rocky River personnel may not acquire any personal interest that conflicts with Rocky River's responsibilities under this Contract. Additionally, Rocky River will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Rocky River's control, if such an interest would conflict with that official's or employee's duties. Rocky River will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Rocky River will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has

determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

5.11 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

5.12 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

5.13 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

5.14 Assignment; Binding Effect. Rocky River may not assign this Contract without the prior written consent of the County.

5.15 Equal Employment Opportunity. Rocky River will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

5.16 Drug-Free Workplace. Rocky River must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Rocky River must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

5.17 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

5.18 Anti-Discrimination. Rocky River agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Rocky River to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with Rocky River, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Rocky River to enter into any particular agreements.

5.19 Public Records Law. Notwithstanding any provision of this Contract to the contrary, Rocky River acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as "Confidential Information" or labeled as such by Rocky River, the County will promptly provide notice of the request for

information so that Rocky River may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with Rocky River.

5.20 No Apparent Authority/Proper Approvals. Rocky River recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

5.21 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with Rocky River for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by Rocky River and such entity.

Article 6. ELECTRONIC SIGNATURE

ROCKY RIVER AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT 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. ROCKY RIVER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.

(Signature Page to Follow)

IN WITNESS WHEREOF, the County and Rocky River have executed this Contract effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO

BY: _____
Armond Budish, County Executive,
by Matt Carroll (pursuant to Executive Order
No. EO2018-0001 dated February 26, 2018)

And

CITY OF ROCKY RIVER

BY: _____

Name: _____

Title: _____

The legal form and correctness
Of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: Jonathan McGory
Assistant Director of Law

Electronic Signature: