

RESOLUTION NO. 2007-106

AUTHORIZING AN INTERAGENCY AGREEMENT WITH CUYAHOGA COUNTY FOR THE FY 2005 URBAN AREA SECURITY INITIATIVE WEAPONS OF MASS DESTRUCTION REGIONAL EXERCISE AND TRAINING PROJECT AND THE ACCEPTANCE OF FUNDS

WHEREAS, FY05 UASI grant funds were awarded to Cuyahoga County for the 2005 Urban Area Security Initiative Weapons of Mass Destruction Regional Exercise and Training Project, and

WHEREAS, it is necessary that Cuyahoga County and GCRTA enter into an agreement in order to carry out the coordination and responsibilities of the FY05 UASI grant award; and

WHEREAS, Cuyahoga County and the Authority have agreed upon a cooperative program for the Authority's participation; and

WHEREAS, Federal funds have been made available to support this Security Initiative; and GCRTA has been allocated a reimbursement of \$6,865.87; and

WHEREAS, the General Manager of the Greater Cleveland Regional Transit Authority deems the Interagency Agreement with Cuyahoga County, to be in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and he is hereby authorized to enter into an Interagency Agreement substantially in the form set forth in Attachment A hereto with Cuyahoga County for the FY 2005 Urban Area Security Initiative Weapons of Mass Destruction Regional Exercise and Training Project.

Section 2. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to accept funds from Cuyahoga County as described in the Interagency Agreement and expend such funds in furtherance of the program.

Section 3. That the terms of the Interagency Agreement shall be in substantially the form as those contained in Attachment A hereto.

Section 4. That this resolution shall take effect immediately upon its adoption.

Attachment: A. Copy of Interagency Agreement

Adopted: July 24, 2007

Attested: _____
CEO, General Manager/Secretary-Treasurer



President

AGREEMENT

between

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

and

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

For

**FY 2005 URBAN AREA SECURITY INITIATIVE WEAPONS OF MASS
DESTRUCTION REGIONAL EXERCISE AND TRAINING PROJECT**

THIS AGREEMENT entered into this _____ day of _____, 2007, by and between **BOARD OF CUYAHOGA COUNTY COMMISSIONERS** (hereinafter called the "BOARD") a political subdivision of the State of Ohio, located at County Administration Building, 1219 Ontario Street, Cleveland, OH 44113, and the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, located at 1240 West Sixth Street Cleveland, Oh 44113** (hereinafter called the "GCRTA"); and

WHEREAS, pursuant to Resolution No. 052569 duly adopted on June 23, 2005 by the Board of Cuyahoga County Commissioners the County approved a grant for the FY 2005 Urban Area Security Initiative (UASI) Grant (hereinafter called FY 05 UASI); and

WHEREAS the purpose of this agreement is to coordinate and identify activities, procurement, and services utilizing grant funds received by the BOARD as they pertain to the GCRTA under the FY 05 UASI; and

WHEREAS the FY05 UASI grant funds ("grant funds") were awarded to the BOARD, for the County, and on behalf of the municipalities and other permissible agencies in Cuyahoga County, and the following documents consisting of Attachments I and II; and Exhibit A are incorporated herein as part of this Agreement:

- FY05 Urban Area Security Initiative Award and Guidance Package (Attachment I)
- FY05 Urban Area Security Initiative Program Financial Report Form (Attachment II)
- Overtime and Backfill Request For Reimbursement Form (Exhibit A)

WHEREAS, it is necessary that the BOARD and the GCRTA enter into an Agreement in order to carry out the coordination and responsibilities of the FY05 UASI grant award and description of the program contained in Attachment I;

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICE

The GCRTA will provide all services and assure adherence to the requirements as set forth in Attachments I and II during the period from October 1, 2004 through and including December 31, 2007, or as adjusted by approved formal request for a grant period change, program modification or grant extension. Any changes or deviations from the attachments must be set forth in writing and approved by the BOARD prior to implementation. The provided monies will be used for backfill of employees or overtime charges for employees taking part in an approved Office of Domestic Preparedness (ODP) Ohio Task Force's Weapons of Mass Destruction (WMD) August 26th Regional Exercise and or employees taking an approved Office of Domestic Preparedness (ODP) Ohio Task Force's Weapons of Mass Destruction training course.

Money Allocations

- Exercise Law Enforcement Overtime -- \$3,567.04
- Exercise Law Enforcement Backfill -- \$3,298.83
- Total: \$6,865.87

II. TERMS AND CONDITIONS OF PAYMENT

A. Reimbursement

The BOARD shall reimburse the GCRTA for 100% of approved eligible expenses incurred by the GCRTA designated in Attachment I for the acquisition of training solely out of the grant funds for the program in an amount not to exceed **Six Thousand Eight Hundred Sixty-Five Dollars and Eighty-Seven Cents (\$6,865.87).**

B. Overtime/Backfill

Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved Regional Exercise or training classes-

1. Payment of overtime expenses will be for work performed by appropriate personnel in excess of the established work week (usually 40 hours).
2. Overtime payments are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable.
3. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and Unemployment Compensation.

C. Required Documentation for Reimbursement

1. Reimbursement of dollars will occur after the BOARD has received Overtime and Backfill forms (Exhibit A) from the GCRTA these forms shall be submitted to the BOARD as required in Attachment I and according to all agreement documents, in order to obtain reimbursement. In no event shall any expenditure by the GCRTA be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation submitted by the GCRTA and approved by the BOARD. Following approval of the amount requested for reimbursement, the BOARD shall issue a check to the GCRTA for the total amount of approved invoice within thirty (30) business days after grant funds are received from the State.

2. The BOARD shall make payment to the GCRTA on the basis of the approved documentation and adherence to the terms stated in Attachment I.

3. The GCRTA may submit reimbursement overtime/backfill request forms once the exercise and classes have been completed. Each such reimbursement request shall be made in the form of Exhibit A (attached).

4. If BOARD has knowledge of a delay in funding, the GCRTA will be notified immediately.

5. The BOARD may withhold reimbursements if the GCRTA has been found and notified of non-compliance status with federal, state and/or County requirements, regulations and conditions set forth in this agreement.

III. GRANT CONDITIONS

The GCRTA shall comply with all special and standard grant conditions set forth in the Attachment I attached and made part of this Agreement.

IV. AUDITS

A. Access to records

To the extent permitted by law, the BOARD 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 the GCRTA that are pertinent to the subject grant. The BOARD shall provide the GCRTA with two (2) days advance written notice of intent to audit.

B. Final Audit

1. Final audit of the FY05 UASI shall be made by the Auditor of the State at each level of local government in accordance with standard time schedules. The GCRTA 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 BOARD shall provide the GCRTA with two (2) days advance written notice of intent to audit.

2. In the event of a state and/or federal audit of BOARD records concerning this grant project, the BOARD will provide the GCRTA with a copy of findings for recovery related to the GCRTA's expenditures under this agreement, so that the GCRTA shall have an opportunity to submit a written response to said findings. The GCRTA shall be liable to the BOARD for the return of all

unexpended funds or disallowed expenditures as a result of an audit finding. The GCRTA shall be liable to the BOARD for findings of recovery made as the result of a state audit.

V. REPORTING REQUIREMENTS

Program Reports

1. In order to facilitate compliance with the grant conditions, the GCRTA shall assist the BOARD in the preparation of the required Bi-annual Strategy Implementation Report as indicated in Attachment I.
2. The BOARD shall submit the program reports to the State as required by the grant conditions. The BOARD shall provide the GCRTA with a copy of all sections of the program report related to its activities and expenditures under this Agreement.

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:

BOARD: FY05 UASI Grant Program
 Department of Justice Affairs
 Emergency Services Division
 1276 W. Third Street suite 325
 Cleveland, Ohio 44113
 Attn: Public Safety Grants Administration

 And

 Department of Justice Affairs
 310 W. Lakeside Ave. #100
 Cleveland, Ohio 44113
 Attn: Director

GCRTA: Greater Cleveland Regional Transit Authority
1240 West Sixth Street
Cleveland, Ohio 44113
Attn: UASI Project Manager

or at such other address as the BOARD may have designated by the written notice to the GCRTA.

VII. TERMINATION

This Agreement shall terminate on the expiration date stated below, provided that termination does not effect the BOARD'S obligation to pay the GCRTA for pending purchases or the BOARD'S obligation to fulfill the BOARD'S requirements as described in the grant conditions. This Agreement will not be terminated by either party without cause.

In the event the U.S. Department of Homeland Security or Ohio Emergency Management Agency disapprove the grant award, or for any reason reduce or discontinue the grant of funds thereby causing the BOARD to receive a lesser amount of funds than specified by this Agreement, then the BOARD reserves the right to reduce or cancel this Agreement.

This Agreement may be terminated for failure to meet the terms of this Agreement or the failure of the GCRTA program to meet its service/grant objectives. The BOARD will notify the GCRTA in writing when corrective action is required. The GCRTA will commence the recommended corrective action (s) within 30 days after notice. Failure to commence corrective action may result in a delay in reimbursement and/or the termination of the Agreement.

VIII. TERM

This Agreement will be effective as of October 1, 2004, and unless sooner terminated for cause, will terminate on December 31, 2007.

IX. NON-DISCRIMINATION

The GCRTA 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 GCRTA.

X. COMPLIANCE WITH THE LAW

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

XI 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.

XII. ENTIRE AGREEMENT

This Agreement constitutes the full and complete understanding between the parties concerning the FY05 UASI. This Agreement shall be not be amended except by a written instrument signed by both parties in accordance with law.

IN WITNESS WHEREOF, the BOARD and the GCRTA have executed and delivered this Agreement as of the date first above written.

APPROVED AS TO LEGAL FORM
AND CORRECTNESS



GENERAL COUNSEL

ATTEST:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

Joseph Calabrese, General Manager

ATTEST:

CUYAHOGA COUNTY, OHIO
BOARD OF CUYAHOGA
COUNTY COMMISSIONERS

County Administrator
Board of County Commissioners

Legal form and correctness is approved.
William D. Mason, Prosecuting Attorney
Cuyahoga County, Ohio

Cuyahoga County
Department of Justice Affairs

By: _____
Assistant Prosecuting Attorney

By: _____
Martin P. Murphy, Assistant Director
Department of Justice Affairs



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH CUYAHOGA COUNTY FOR THE FY 2005 URBAN AREA SECURITY INITIATIVE WEAPONS OF MASS DESTRUCTION REGIONAL EXERCISE AND TRAINING PROJECT AND THE ACCEPTANCE OF FUNDS	Resolution No.: 2007 -106
	Date: July 19, 2007
	Initiator: John P. Joyce Chief of Police/Director of Security
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: To receive reimbursement for the expenditure of overtime and backfill by GCRTA personnel who participated in the August 26, 2006 Weapons of Mass Destruction Regional Exercise.
- 2.0 DESCRIPTION/JUSTIFICATION: FY05 UASI grant funds were awarded to Cuyahoga County for the 2005 Urban Area Security Initiative Weapons of Mass Destruction Regional Exercise and Training Project. Cuyahoga County will reimburse the GCRTA for overtime and backfill charges for employees taking part in an approved Office of Domestic Preparedness (ODP) Ohio Task Force's Weapons of Mass Destruction (WMD) Regional Exercise on August 26, 2006.
- 3.0 PROCUREMENT BACKGROUND: None.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: None.
- 5.0 POLICY IMPACT: None.
- 6.0 ECONOMIC IMPACT: GCRTA General Fund is reimbursed in the amount of \$6,865.87.
- 7.0 ALTERNATIVES: None.
- 8.0 RECOMMENDATION: It is recommended that the Resolution be passed authorizing the General Manager/Secretary-Treasurer to enter into this Interagency Agreement with Cuyahoga County.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



CEO, General Manager/Secretary-Treasurer