

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2024-28

For the May 15, 2024
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

**AN ORDINANCE ACCEPTING A GRANT IN THE AMOUNT OF \$36,850.00 FROM
CUYAHOGA COUNTY UNDER THE COMMUNITY DEVELOPMENT
SUPPLEMENTAL GRANT (CDSG) PROGRAM FOR GOVERNMENT COMPLEX
ACCESSIBILITY IMPROVEMENTS; AUTHORIZING THE MAYOR TO ENTER AND
EXECUTE A CONTRACT WITH CUYAHOGA COUNTY FOR SAID GRANT;
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO OBTAIN ESTIMATES FOR
SAID CONSTRUCTION WORK, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village Council previously authorized the Mayor to apply for a grant from Cuyahoga County under the Community Development Supplemental Grant Program; and

WHEREAS, the application was submitted to the County and the Village was awarded a grant of \$36,850.00 for a Government Complex Accessibility Improvements project; and

WHEREAS, Council approves the Mayor to enter and execute a contract with Cuyahoga County for this grant and authorizes the Mayor or his designee to obtain estimates for the work and to complete the project as per the contract with Cuyahoga County; and

WHEREAS, Council has determined that it is necessary to approve this legislation for this important project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: Council hereby accepts a grant from Cuyahoga County under the Community Development Supplemental Grant Program for the Government Complex Accessibility Improvements project in the Village, the total of the grant being \$36,850.00. Council hereby approves the agreement with Cuyahoga County in substantially the same form as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2: Council hereby authorizes Mayor or his designee to obtain appropriate estimates to complete the work and to sign any necessary documents or contracts to complete this necessary project.

Section 3: Council hereby appropriates the sum of up to \$36,850.00 from the General Fund for this

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project as the funds must be expended first in order to seek reimbursement of the funds pursuant to the grant agreement.

Section 4: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason it is necessary to immediately move forward with this project without delay due to the time constraints for spending of said funds, and provided it receives the affirmative vote of two-third (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 15th day of May, 2024.

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea ___ nay ___ Greene ✓ yea ___ nay ___ Mills ✓ yea ___ nay ___

McManus ✓ yea ___ nay ___ Wright ✓ yea ___ nay ___

Cassandra Pride
Cassandra Pride
President of Council

5-15-24
Date

Attest: Margaret Sikon
Margaret Sikon, Clerk of Council

5/15/24
Date

Filed with the Mayor: ✓

5/16/24
Date

Approved By: Michael L. Booker
Michael L. Booker, Mayor

5/16/24
Date

2024-28



COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT (CDSG) AGREEMENT

THIS AGREEMENT (the "Agreement") entered into **March 12, 2024**, by and between the **County of Cuyahoga, 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 (hereinafter referred to as the "County") and the city of **Village of Highland Hills**, a political subdivision / _____ a not for profit organization with principal offices located at 3700 Northfield Road, Highland Hills, Ohio 44122, (the "Organization"). The County and the Organization are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Ordinance No. O2015-0003 (the "Ordinance"), the County Council of Cuyahoga County, Ohio established, as set forth in Chapter 714 of the Cuyahoga County Code, the Cuyahoga County Community Development Supplemental Grant Program (the "Program"), to be funded through the County Casino Revenue Fund for the purpose of promoting economic and community development in the County;

WHEREAS, pursuant to the Program, said Organization is undertaking to complete a project (the "Project");

WHEREAS, the County desires to make an award to the Organization to complete said Project;

WHEREAS, the Parties are desirous of entering into this Agreement to govern their respective obligations under the Program with respect to the award.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

ITEM I – ACCURACY OF RECITALS; DEFINED TERMS

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement. Capitalized terms used, but not defined, herein shall have the meanings as set forth in the Ordinance.

- D. Worker's Compensation - The Organization assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Organization agrees to follow federal, state and local regulations pertaining to any employees the Organization may use to provide services under this Agreement.
- E. Marketing - The Organization shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Organization.
- F. Client Data – If applicable, the Organization shall maintain client data demonstrating client eligibility for services provided, if applicable. Such data shall include, but not be limited to; client name, address, income level or other basis for determining eligibility, and description of services provided.
- G. Additional Information - At such times and in such forms as the County may require, there shall be furnished to the County statements, records, data and information, as the County may request pertaining to matters covered by this Agreement.

ITEM VI - PUBLIC RECORDS/CONFIDENTIALITY

The Parties acknowledge that the Organization and the County are political subdivisions in the State of Ohio and as such are subject to the Ohio Revised Code and other law related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and the Organization and any and all documents in any format or media.

ITEM VII - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records of the Organization with respect to all matters and the Organization shall permit the County to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the Project and/or records at any time it deems desirable.

ITEM VIII - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the County or Organization who exercises or has exercised any functions or responsibilities with respect

Organization shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments, and it shall immediately notify the County in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, County has the unequivocal right to review and audit Organization's continuing certifications, representations, and warranties.

During the performance of this Agreement, the Organization agrees to itself, its assignees, sub consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of the County, including but not limited to equal employment and SBE/MBE/WBEs requirements, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Agreement.

Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Organization, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, or contingent fee.

ITEM XII - CHANGES

- A. The County may, from time to time, permit changes in the Project Description of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- B. The County may from time-to-time cause changes in the Project Award for this Agreement provided such changes are authorized by resolution of the County of Cuyahoga, Ohio and are pursuant to the provisions hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the Parties.
- C. The County may upon its own initiative or upon that of the Organization, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the County shall have determined that the Organization has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement. The Organization and the County in writing shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Agreement signed by the Parties.

ITEM XVII - INDEMNIFICATION

The Organization and the County, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Agreement or any other Agreement or agreement between County and the Municipality may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees, and agents while same are engaged in the performance of this Agreement.

ITEM XIII - TAX

Organization shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due.

ITEM IXX - INDEPENDENT ORGANIZATION RELATIONSHIP

The parties to this Agreement expressly intend that an independent Organization relationship is created. The County and the Organization agree that the conduct and control of the work to be performed will lie solely with Organization. The Organization is not to be considered an agent or employee of the County for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

ITEM XX - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The Organization shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam era or disabled veteran status. The Organization shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam era or disabled veteran status.

ITEM XXI - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

The Organization agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 3141 et seq.; 40 USC 3701 et seq. and 40 USC 3145) and all other applicable federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Organization shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County when requesting reimbursement.

ITEM XXII – AWARD DISBURSEMENTS

- A. Project Award payments will be made on a reimbursement basis. Only when the Organization makes an actual cash disbursement will it be reimbursed for the expense by the County.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Agreement include the repairing, servicing, parking, or storing of vehicles, then the following insurance coverage shall also be required: Garage keepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Organization required for this Agreement, shall:
 - (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured, to the extent of loss suffered in connection with the County's role under this Agreement, as its interest may appear. This does not apply to Workers Compensation.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (v) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - (vi) "Waiver of subrogation in favor of the County."
2. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
3. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
4. High-risk activities may require higher insurance limits.
5. These insurance provisions shall not affect or limit the liability of the Organization stated elsewhere in this Agreement or as provided by law.
6. The Organization shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.

right to review and audit Organization's continuing certifications, representations, and warranties.

Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the Organization, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

- D. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- E. **No Apparent Authority.** Organization recognizes and agrees that no public official or employee of the County be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures.
- F. **Parties Bound and Benefitted.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- G. **Non-waiver.** Either party's failure to require performance of any Item of this Agreement, or if it requires performance and does not follow through, shall not affect the non-defaulting party's right to require performance at any time thereafter. Additionally, either party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- H. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the items of this Agreement.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

Organization Name: Village of Highland Hills

By: _____

Print: _____

Title: _____

COUNTY OF CUYAHOGA, OHIO

BY: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

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

By: Jonathan Stone McGory
Assistant Director of Law

Electronic Signature:



SCHEDULE A - Project Description

Organization Name: Village of Highland Hills

Project Description: Government Complex Accessibility Improvements project

Project Cost: \$ 36,850.00

Project Start Date: March 12, 2024

Project Completion Date: February 28, 2025

Fiscal Year: 2024

Special Conditions:

Progress reports must be submitted to the County Department of Housing and Community on a monthly basis. Progress reports are due on the 10th of the month for the preceding month.

Reimbursement requests must be submitted to the County Department of Housing and Community Development on a quarterly basis.



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WHEREAS, pursuant to the Program, said Organization is undertaking to complete a project (the "Project");

WHEREAS, the County desires to make an award to the Organization to complete said Project;

WHEREAS, the Parties are desirous of entering into this Agreement to govern their respective obligations under the Program with respect to the award.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

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ITEM II - PROJECT DESCRIPTION

For detailed description of the Project, refer to Schedule A "Project Description", attached.

ITEM III - TIME OF PERFORMANCE; FUTURE AWARDS

The Project of the Organization is to commence **March 12, 2024**, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement, but in any event, the Project shall be completed by **February 28, 2025**.

The County shall have no obligation to make another grant, or loan to the Organization, under another round of the Program, if any. Under no circumstances shall the Organization be eligible to apply for a grant in any subsequent round of the Program unless it has satisfactorily fulfilled, in the County's sole discretion, its obligations under this Agreement

ITEM IV - COMPENSATION AND METHOD OF PAYMENT

- A. It is expressly understood and agreed that in no event will the total amount to be paid hereunder exceed the maximum sum of **\$36,850.00** for the Project (the "Project Award").
- B. The Project Award referred to in paragraph (A) above shall be paid on a quarterly basis reimbursing the Organization for actual expenditures involved in performing the necessary work as set forth in the Project Description and Budget.

ITEM V – REPORTING; RECORDS

- A. Progress report and a quarterly request for reimbursement. The report must include the current status of the Project and milestones articulated in the Organization's schedule.
- B. Establishment and Maintenance of Records - Records shall be maintained with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of four years after receipt of the final payment under this Agreement.
- C. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. The Organization shall submit copies of all independent audits performed on the Organization during the term of this agreement to the County. All records must be kept according to standard accounting practices.

- D. Worker's Compensation - The Organization assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Organization agrees to follow federal, state and local regulations pertaining to any employees the Organization may use to provide services under this Agreement.
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In addition to the above-described inspections, the County may perform inspections of the Project and/or records at any time it deems desirable.

ITEM VIII - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the County or Organization who exercises or has exercised any functions or responsibilities with respect

to the Project activities or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Project activities, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Organization shall take appropriate steps to assure compliance.

ITEM IX - PROCUREMENT STANDARDS AND METHODS

Organization shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to the County Code and all County regulations as now in effect and as may be amended from time to time for government and non-profit providers. Procurement procedures must include at minimum obtaining no less than three (3) bids for work performed with the provision to select the lowest and best bid.

The Organization will enter into an agreement with a qualified and licensed contractor, who is registered, bonded and insured as required by the County, to complete all work.

ITEM X - DISCRIMINATION PROHIBITED- EQUAL OPPORTUNITY

During the performance of this Agreement, the Organization agrees to provide the services hereunder 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 of the Code of Federal Regulations, are incorporated to the extent binding upon the Organization.

The Organization agrees that it is and shall be its policy to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Organization, including various eligible Small Business Enterprise, Minority Business Enterprise and Women Business Enterprise (hereinafter "SBE/MBE/WBEs").

The Organization acknowledges and warrants that it has been made aware of, understands and agrees to make a good faith effort to solicit SBE/MBE/WBEs to do business with this Organization in accordance with the Cuyahoga County Code.

ITEM XI – AGREEMENT TO REMAIN IN COMPLIANCE WITH CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES AS CONTINUING COMMITMENTS OR VERIFICATION

Organization shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments, and it shall immediately notify the County in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, County has the unequivocal right to review and audit Organization's continuing certifications, representations, and warranties.

During the performance of this Agreement, the Organization agrees to itself, its assignees, sub consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of the County, including but not limited to equal employment and SBE/MBE/WBEs requirements, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Agreement.

Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Organization, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, or contingent fee.

ITEM XII - CHANGES

- A. The County may, from time to time, permit changes in the Project Description of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- B. The County may from time-to-time cause changes in the Project Award for this Agreement provided such changes are authorized by resolution of the County of Cuyahoga, Ohio and are pursuant to the provisions hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the Parties.
- C. The County may upon its own initiative or upon that of the Organization, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the County shall have determined that the Organization has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement. The Organization and the County in writing shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Agreement signed by the Parties.

ITEM XIII – PERSONNEL

- A. The Organization represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- B. All of the services required hereunder will be performed by the Organization or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

ITEM XIV - ASSIGNABILITY

The Organization shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

ITEM XV – DEFAULT; TERMINATION OF AGREEMENT

If the Organization breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after the date of the County's written notice to the Organization, the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any funds remaining under the Award. If the Agreement is terminated as a result of a default by the Organization, the Organization shall not be eligible to apply for a grant or loan under any subsequent round of the Program.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Organization under this Agreement, at the option of the County, shall become the property of the County and the Organization shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the County determines that any money owed the County by the Organization has not been paid.

ITEM XVI – TERMINATION FOR CONVENIENCE

In addition to any other rights the County may have at law or under this Agreement with respect to cancellation or termination, the County may, without cause, terminate this Agreement in whole or in part, if the County determines that a termination is appropriate for its convenience. The County shall give the Organization at least thirty (30) days' notice in writing from the County to the Organization.

ITEM XVII - INDEMNIFICATION

The Organization and the County, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Agreement or any other Agreement or agreement between County and the Municipality may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees, and agents while same are engaged in the performance of this Agreement.

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ITEM XXII – AWARD DISBURSEMENTS

- A. Project Award payments will be made on a reimbursement basis. Only when the Organization makes an actual cash disbursement will it be reimbursed for the expense by the County.

- B. Disbursements must be applied only to the authorized use as specified in the Project Description & Budget. Failure to pay creditors for activities specified in the Agreement or to disburse funds for their authorized use constitutes a violation of the Agreement terms.
- C. At intervals determined by the County, the Organization may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The County has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the County to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of federal wages.

ITEM XXIII – INSURANCE

The Organization shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Agreement.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than: \$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Agreement include the repairing, servicing, parking, or storing of vehicles, then the following insurance coverage shall also be required: Garage keepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Organization required for this Agreement, shall:
 - (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured, to the extent of loss suffered in connection with the County's role under this Agreement, as its interest may appear. This does not apply to Workers Compensation.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (v) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - (vi) "Waiver of subrogation in favor of the County."
2. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
3. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
4. High-risk activities may require higher insurance limits.
5. These insurance provisions shall not affect or limit the liability of the Organization stated elsewhere in this Agreement or as provided by law.
6. The Organization shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.

7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
8. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Agreement.
9. The Organization shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.
10. If Organization is a political subdivision, it may provide the insurance required hereunder by participating in a self-insurance program with sufficient limits. In such event, the County will require confirmation of Organization's self-insured status.

ITEM XXIV – MISCELLANEOUS

- A. **Governing law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Organization hereby agrees not to challenge this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of County for any reason. All contracts in which the County is a party, including this Agreement, are subject to the Cuyahoga County Code, including, but not limited to, Title 4 pertaining to the Cuyahoga County Ethics and Title 5 Contracting and Purchasing, and the Parties agree to comply with the County Code as an integral part of this Agreement. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- B. **Findings for Recovery.** Organization represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed false, this Agreement is void ab initio, and Organization must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.
- C. **Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification.** Organization shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments. At its sole discretion, the County has the unequivocal

right to review and audit Organization's continuing certifications, representations, and warranties.

Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the Organization, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

- D. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- E. **No Apparent Authority.** Organization recognizes and agrees that no public official or employee of the County be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures.
- F. **Parties Bound and Benefitted.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- G. **Non-waiver.** Either party's failure to require performance of any Item of this Agreement, or if it requires performance and does not follow through, shall not affect the non-defaulting party's right to require performance at any time thereafter. Additionally, either party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- H. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the items of this Agreement.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including

email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

- J. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such item and the remainder of this Agreement shall be and remain valid and binding as though such item was not included herein.
- K. **Authority.** This Agreement has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and Organization. The individuals signing on behalf of the parties to this Agreement are authorized to execute this Agreement on behalf of the County and the Organization.

ITEM XXV – ATTACHMENTS

It is expressly understood and agreed that Attachment I-Budget Details and Schedule “A” Project Description attached hereto are made a part hereof as if fully rewritten herein.

ITEM XXVI - ELECTRONIC SIGNATURE POLICY

ORGANIZATION AGREES ON BEHALF OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, ORGANIZATIONS, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING THE 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 EFFECTS AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. ORGANIZATION ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTER 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.

[REMAINDER OF PAGE IS BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

Organization Name: Village of Highland Hills

By: 

Print: MICHAEL L. BOOKER

Title: MAYOR

COUNTY OF CUYAHOGA, OHIO

BY: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018


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

By: Jonathan Stone McGory
Assistant Director of Law

Electronic Signature:



Approved as to form:


Thomas P. O'Donnell, Law Director
Village of Highland Hills

ATTACHMENT I - BUDGET

Organization Name: Village of Highland Hills

COST CATEGORIES		BUDGETED AMOUNT
Contractual		\$36,850.00
Total	Contractual	\$0.00

Soft costs are NOT an eligible expense for reimbursement. Soft costs include, but are not limited to architectural fees, accounting fees, consulting fees, legal fees, engineering fees, permitting costs. Administrative fees/cost including Personnel is not an allowable expense.

Prepared by: Staff Name

SCHEDULE A - Project Description

Organization Name: Village of Highland Hills

Project Description: Government Complex Accessibility Improvements project

Project Cost: \$ 36,850.00

Project Start Date: March 12, 2024

Project Completion Date: February 28, 2025

Fiscal Year: 2024

Special Conditions:

Progress reports must be submitted to the County Department of Housing and Community on a monthly basis. Progress reports are due on the 10th of the month for the preceding month.

Reimbursement requests must be submitted to the County Department of Housing and Community Development on a quarterly basis.