

AGREEMENT
between the CITY OF CLEVELAND, as Fiscal Agent,
and the CITY OF NORTH ROYALTON POLICE DEPARTMENT
for the
American Recovery and Reinvestment Act of 2009
Edward Byrne Memorial Justice Assistance Grant

THIS AGREEMENT is made this _____ day of _____, 2009 between the City of Cleveland ("Cleveland"), a municipal corporation of the State of Ohio, through its Director of Public Safety ("Director"), pursuant to the authority of Cleveland Ordinance No. 610-09 (a copy of which is attached to this Agreement as Exhibit A), passed by Cleveland City Council on June 1, 2009, and the City of North Royalton Police Department ("Sub-Grantee") a municipal corporation of the State of Ohio, through its authorized representative pursuant to the requisite authority.

RECITALS:

A. Under the American Recovery and Reinvestment Act of 2009 ("ARRA"), Cleveland is the recipient of grant funds for the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program ("the Program") and has agreed to act as fiscal agent for allocation of the funds among Cuyahoga County and 18 Municipalities in Cuyahoga County ("the Sub-Grantees").

B. Cuyahoga County, Cleveland, and the 18 Municipalities have entered into a Memorandum of Understanding ("MOU") dated April 16, 2009, (attached as Exhibit B) which memorializes, among other things, the parties' understanding regarding allocation and management of grant funds.

C. Cleveland, as fiscal agent for the Program, desires to contract with each of the Sub-Grantees that are signatories to the MOU to participate in the Program under the terms, conditions, and provisions contained in their respective Agreements.

In consideration of the foregoing, the payments, and the mutual promises contained in this Agreement, Cleveland and the City of North Royalton Police Department (Sub-Grantee") agree as follows:

1. Participation of Sub-Grantee

Sub-Grantee shall use all grant funds allocated to it by Cleveland in accord with the Program purposes, budget, and objectives described in Exhibit C, attached hereto.

2. Compliance with Grant and Program Requirements

Sub-Grantee shall comply with all grant and Program requirements and conditions including, but not limited to, those set forth in Exhibit D attached hereto.

3. Participation in Project Meetings

Sub-Grantee shall attend and participate in all meetings it is requested to attend by Cleveland and shall provide promptly to Cleveland any Project documentation requested by Cleveland.

4. Term

The Term of this Agreement shall commence on March 1, 2009 and, unless extended by the Cleveland or unless sooner canceled or terminated pursuant to the provisions of this Agreement, shall expire on February 28, 2013 or upon completion of all Program purposes by the Sub-Grantee, except that reports and obligations shall be due as described in this Agreement regardless of the Agreement's expiration date.

5. Payment

Amount. The City shall reimburse Sub-Grantee for the expenditures incurred in the accomplishment of all Program purposes required under this Agreement in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) pursuant to the budget in Exhibit C and the provisions of this Agreement.

a) Invoice Sub-Grantee shall submit to Cleveland within 30 business days after the execution of this Agreement an invoice for the total payment to Sub-Grantee under this Agreement.

b) Cancellation of the Program. If for any reason, the grant for purposes of funding the Program or the Program is cancelled for any other reason, Cleveland shall not be liable for any expenses incurred, except to the extent that sufficient funds from the grant proceeds are available for the payment of Sub-Grantee's expenses.

6. Equipment Purchased By or For Sub-Grantee With Program Funds

a) Title. Title to all equipment and supplies purchased by and for Sub-Grantee with funds under this Agreement shall belong to the Sub-Grantee unless otherwise notified by Cleveland in writing or otherwise provided for under this Agreement.

7. Procurement

a. Sub-Grantee's Procedures. When procuring property and services with Project funds, Sub-Grantee shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this Agreement.

b. Contract Administration System. Sub-Grantee shall maintain a contract administration system which ensures the Sub-Grantees perform in accordance with the terms, conditions, and specification of their contracts or purchase orders.

c. Settlement of Issues. Sub-Grantee alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of its procurements.

8. Record Retention, Access

a. Scope. This Article applies to all financial and programmatic records, supporting documents, statistical records, and other records of Sub-Grantee that are:

i. Required to be maintained by federal regulations or the terms of this Agreement, or are

ii. Otherwise reasonably considered pertinent to the Project and/or the terms of this Agreement.

b. Period of Retention. Except when otherwise required by law for a longer period of time, records shall be retained for five years from the starting as specified in Paragraph (c). In the event any litigation, claim, negotiation, audit, or other action

involving the records has begun before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

c. Starting Date for Records Retention. The starting date for the five-year record retention time period commences upon Cleveland's submission to the DOJ of the final report for the grant years covered by this Agreement.

9. Monitoring and Auditing

a. Federal Government. The DOJ, the Comptroller General for the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Sub-Grantee which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. This right of access shall not be limited to the required retention period specified in this Agreement, but shall last as long as the records are retained.

b. Audits. Sub-Grantee shall comply with all audit requirements of the DOJ, the State of Ohio, and Cleveland.

10. Cancellation

This Agreement may be canceled by Cleveland or Sub-Grantee at any time without cause upon 45 days written notice to the other party. The parties shall continue to abide by the terms and conditions of this Agreement during the 45-day notice period.

11. Subcontractors

a. Sub-Grantee shall not subcontract, nor shall any subcontractor commence performance of, any part of the Program included in this Agreement, without the prior written consent of the DOJ. Subcontracting, if permitted, shall not relieve Sub-Grantee of any obligations under this Agreement. As a prior condition to approval of a subcontractor, Sub-Grantee shall file a conformed copy of the applicable subcontract with Cleveland for approval. The agreement between Sub-Grantee and the subcontractor shall contain all terms and requirements specified by Cleveland to ensure that the subcontractor maintains adherence to the goals and legal requirements of the Project.

b. Sub-Grantee shall be and remain responsible to Cleveland for the acts or faults of any such subcontractor and of such subcontractor's officers, agents, and employees, each of whom for this purpose shall be deemed to be an agent of Sub-Grantee to the extent of its subcontract. Sub-Grantee and any subcontractor shall jointly and severally agree that Cleveland is not obliged to pay or to be liable for the payment of any sums due any subcontractor.

12. Responsibility of Sub-Grantee

a. To the extent permitted by Ohio law, Sub-Grantee shall be solely responsible for any and all personal injury, property damages, or other liability attributable to the negligent actions, omissions, or reckless misconduct of Sub-Grantee, its officers, agents, or employees, while acting within the scope of their employment or agency in connection with this Agreement. This shall survive the term of this Agreement. Nothing in this provision shall be interpreted to waive any of the legal defenses either party may have available including immunity.

b. Sub-Grantee shall be an independent Contractor with respect to all activities performed under this Agreement and agrees to accept full and exclusive liability for the payment of any contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Sub-Grantee on activities performed under the terms of this Agreement.

13. Default and Remedies

a. Sub-Grantee shall be in default of this Agreement if any of the following occur:

i. If Sub-Grantee fails to observe or perform any of the covenants or agreements under this Agreement and the failure continues for a period of 10 business days after written notice of the failure is given to Sub-Grantee by Cleveland.

ii. The filing, execution or occurrence of: (1) a petition or other proceeding by, or a finding against, Sub-Grantee for its dissolution, reorganization or liquidation; (2) a petition in bankruptcy by Sub-Grantee; (3) an adjudication of Sub-Grantee as bankrupt or insolvent; (4) an assignment or petition for assignment for the benefit of creditors.

iii. If Sub-Grantee abandons or discontinues its operations except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.

14. Assignment Prohibited

Sub-Grantee may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created under this Agreement and on any attempt by Sub-Grantee to do so, this Agreement shall immediately terminate.

15. Notices and Payments

All notices which may be proper or necessary to be served and payments to be made shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as the parties may designate.

To Cleveland: Director of Public Safety
Department of Public Safety
City of Cleveland
601 Lakeside Avenue, Room 230
Cleveland, Ohio 44114

To Sub-Grantee: City of North Royalton Police Department
14000 Bennett Road
North Royalton, Ohio 44133-4827
Attention: _____

16. Construction of Agreement

All terms used in this Agreement, regardless of number and gender, shall be construed to include any other number and any other gender, as the context or sense of this Agreement may require. Sub-Grantee agrees that no representation or warranties of

any type shall be binding upon Cleveland, unless expressly authorized in this Agreement. The headings of sections and paragraphs in this Agreement are for reference only, and in no way define or limit the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

17. The following documents are incorporated into and made a part of this Agreement:

1. Exhibit A – City of Cleveland Ordinance No. 610-09
2. Exhibit B – Memorandum of Understanding, dated 4/16/09
3. Exhibit C – Program with Budget
4. Exhibit D – Grant Conditions and Program Requirements with Sub-Grantee’s Certifications

IN WITNESS, the parties have caused this instrument to be executed as of the date and year above written.

CITY OF CLEVELAND

By: _____
Martin L. Flask, Director
Department of Public Safety

CITY OF NORTH ROYALTON POLICE DEPARTMENT

By: _____

Print Name: _____

Title: _____

(Taxpayer ID Number)

The legal form and correctness of this Agreement
is hereby approved.

CITY OF CLEVELAND
ROBERT J. TRIOZZI, DIRECTOR OF LAW

CITY OF NORTH ROYALTON
Legal Counsel

By: _____
Nancy Kelly, Assistant Director of Law

By: _____

Date: _____

Print Name _____

Date: _____

Ord. No. 610-09.

By Council Members Conwell and Sweeney (by departmental request).

An emergency ordinance authorizing the Director of Public Safety to enter into various written standard purchase and requirement contracts needed in connection with implementing the Recovery Act Byrne Justice Assistance Grant; and to enter into agreements with various participating municipalities and individuals, agencies, or entities which are necessary to implement the grant.

Whereas, one of the economic benefits under the American Recovery and Reinvestment Act of 2009, also known as the Stimulus Bill, Pub.L. 111-5, H.R.1, S. 1 ("ARRA"), allowed Cities to receive funding for eligible improvements, projects, and programs; and

Whereas, under the authority of Ordinance No. 463-09, passed April 20, 2009, this Council authorized the Director of Finance or the Director responsible for the eligible improvements, projects, and programs to apply for and accept these ARRA funds from Federal, State, or other public entities; and

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Public Safety is authorized to make one or more written standard purchase contracts and written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, the period of requirements to be determined by the director, for the necessary items of materials, equipment, supplies, and services necessary to implement the Recovery Act Byrne Justice Assistance Grant (JAG), as described in the summary placed in File No. 610-09-A, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Division of Police, Department of Public Safety. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

Section 2. That the costs of the requirement contract shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of the initial purchase, which purchase, together with all later purchases, shall be made on order of the Commissioner of Purchases and Supplies under a requisition against the contract or contracts certified by the Director of Finance.

Section 3. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Safety may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 4. That the Director of Public Safety is authorized to enter into one or more agreements or memoranda of understanding with individuals, agencies, or entities as described in the file, which are necessary to implement the grant, including various participating municipalities.

Section 5. That the costs of the contract or contracts authorized by this ordinance shall be paid from the fund or funds to which are credited the grant proceeds accepted under Ordinance No. 463-09, passed April 20, 2009, and are appropriated for this purpose.

Section 6. That the Director of Public Safety shall have the authority to extend the term of the grant during the grant term for the funds received under the authority of Ordinance No. 463-09, passed April 20, 2009, for the purposes of this ordinance.

Section 7. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the 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 June 1, 2009.
Effective June 5, 2009.

Ord. No. 612-09.

By Council Member Sweeney (by departmental request).

An emergency ordinance appropriating Community Development Block Grant funds for strategic acquisition, and site preparation of land, and/or vacant, abandoned, boarded structures within the City of Cleveland including, but not limited to, site preparation, environmental and geotechnical analyses, and civil engineering activities; and authorizing the Director of Community Development to enter into one or more contracts with various agencies, entities, or individuals for the redevelopment or rehabilitation of the land and/or vacant, abandoned, and boarded structures acquired by the City.

Whereas, the City of Cleveland has received a Community Development Block Grant, Year 35 from the United States Government; and

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That CDBG Year 35 grant funds in the amount of \$50,000 are appropriated for the strategic acquisition and site preparation of land, and/or vacant, abandoned, boarded structures within the City of Cleveland including, but not limited to, site preparation, environmental and geotechnical analyses, and civil engineering activities. Specifically, the purpose of this allocation is to create redevelopment opportunities through strategic land assemblage and site clearance.

Section 2. That the Director of Community Development is authorized to enter into one or more contracts with various agencies, entities, or individuals, for the redevelopment or rehabilitation of the land and/or vacant, abandoned, and boarded structures acquired by the City.

Section 3. That the contract or contracts shall be prepared by the Director of Law.

Section 4. That the aggregate cost of the contracts in Section 2 shall not exceed \$50,000 and shall be paid from Fund No. 14 SF 035, Request No. 178854.

Section 5. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the 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 June 1, 2009.
Effective June 5, 2009.

Ord. No. 647-09.

By Council Member Sweeney (by departmental request).

An emergency ordinance authorizing the Director of Finance to enter into one or more requirement contracts without competitive bidding with Oracle USA, Inc. for acquisition and maintenance of software licenses and other Oracle products, for the various divisions of City government, for a period of three years, with two years, with three one-year options to renew for the Department of Finance.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That this Council determines that the within commodities are non-competitive and cannot be secured from any source other than Oracle USA, Inc. Therefore, the Director of Finance is authorized to make one or more written requirement contracts with Oracle USA, Inc. under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period not to exceed two years, with three one-year options to renew, of the necessary items for acquisition and maintenance of software licenses and other Oracle products, to be purchased by the Commissioner of Purchases and Supplies on a unit basis, for the Division of Information and Technology, Department of Finance. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Finance, without the

EXHIBIT

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITIES OF BEDFORD HEIGHTS, BROOKLYN, BROOK PARK, CLEVELAND HEIGHTS, EAST CLEVELAND, EUCLID, GARFIELD HEIGHTS, LAKEWOOD, MAPLE HEIGHTS, NORTH OLMSTED, NORTH ROYALTON, PARMA, PARMA HEIGHTS, SHAKER HEIGHTS, SOLON, SOUTH EUCLID, UNIVERSITY HEIGHTS, WARRENSVILLE HEIGHTS, THE BOARD OF CUYAHOGA COUNTY COMMISSIONERS, AND THE CITY OF CLEVELAND.

American Recovery and Reinvestment Act of 2009 Edward Byrne Memorial Justice Assistance Grant

This agreement is made and entered into this 16th day of April, 2009, by and among the cities of Bedford Heights, Brooklyn, Brook Park, Cleveland Heights, East Cleveland, Euclid, Garfield Heights, Lakewood, Maple Heights, North Olmsted, North Royalton, Parma, Parma Heights, Shaker Heights, Solon, South Euclid, University Heights, Warrensville Heights, the Board of Cuyahoga County Commissioners, hereinafter referred to as JURISDICTIONS, and the City of Cleveland, hereinafter referred to as CLEVELAND, witnesseth:

WHEREAS, this agreement is made under the authority of Sections 181.55 and following of the Ohio Revised Code: and

WHEREAS, each governing body, in performing governmental functions of paying for the performance of governmental functions hereunder, shall make the performance of those payments from current revenues legally available to that party through a lump sum payment: and

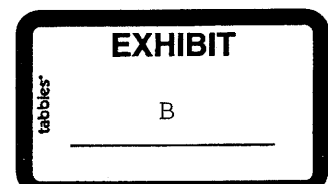
WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the JURISDICTIONS and CLEVELAND agree that CLEVELAND will be the Fiscal Agent for this grant: and

WHEREAS, CLEVELAND agrees to provide the JURISDICTIONS \$2,747,022.00 from the U.S Department of Justice American Recovery and Reinvestment Act of 2009 Edward Byrne Memorial Justice Assistance Grant (Recovery JAG) total award of \$5,007,666.00 for programs approved by the Bureau of Justice Assistance: and

WHEREAS, the JURISDICTIONS and CLEVELAND believe it to be in their best interest to reallocate the Recovery JAG funds.

NOW THEREFORE, the JURISDICTIONS and CLEVELAND agree as follows:



City of Bedford Heights	\$100,000.00
City of Brooklyn	\$100,000.00
City of Brook Park	\$100,000.00
City of Cleveland	\$2,260,644.00
City of Cleveland Heights	\$100,000.00
City of East Cleveland	\$100,000.00
City of Euclid	\$127,022.00
City of Garfield Heights	\$100,000.00
City of Lakewood	\$100,000.00
City of Maple Heights	\$100,000.00
City of North Olmsted	\$100,000.00
City of North Royalton	\$100,000.00
City of Parma	\$100,000.00
City of Parma Heights	\$100,000.00
City of Shaker Heights	\$100,000.00
City of Solon	\$100,000.00
City of South Euclid	\$100,000.00
City of University Heights	\$100,000.00
City of Warrensville Heights	\$100,000.00
Cuyahoga County	\$920,000.00
TOTAL	\$5,007,666.00

Section 1.

CLEVELAND will allocate no more than \$160,000 of their total Recovery JAG award for administrative purposes.

Section 2.

The JURISDICTIONS agree to use Recovery JAG funds not to exceed their individual allocation for expenses for the period March 1, 2009 until February 28, 2013.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CLEVELAND or the JURISDICTIONS.

Section 4.

Each party to this Agreement will be responsible for providing services under this agreement, and shall not be liable for any civil liability that may arise from the furnishing of the services for the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

It is understood that the costs for this undertaking shall be advanced to the JURISDICTIONS in a lump sum Expenditure. With this transfer of funds, the JURISDICTIONS agree to abide by OMB 133 and the U.S. Department of Justice, Office of Justice Programs Financial Guide regarding the expenditure of funds, including submission of quarterly fiscal and quarterly program reports each year detailing how funds are expended under this agreement. Fiscal Reports should be directed to:

Shawn Gidley, Fiscal Manager
Department of Public Safety
Office of Homeland Security
205 West St. Clair Avenue, 5th Floor
Cleveland, OH 44113

Program reports should be directed to:

Dawn Fritz, Grants Coordinator
Cleveland Division of Police
1300 Ontario Street, #828
Cleveland OH 44113

CLEVELAND will expedite all necessary paperwork for disbursements of funds. CLEVELAND shall release funds within ninety days after first draw down. All JURISDICTIONS will be notified upon receipt of the initial draw down of funds.

Section 8

This agreement may be modified whenever such modifications are deemed necessary by the mutual consent of CLEVELAND and the JURISDICTIONS. Any such modifications shall be in writing and signed by both parties.

Section 9

All notices and communications provided for herein shall be in writing and sent by email or via the United States Postal Service, first class prepaid, to the following:

Norberto Colón, Assistant Director
Department of Public Safety
Office of Homeland Security, Grants & Technology
205 West St. Clair Avenue, 5th Floor
Cleveland, Ohio 44113
ncolon@city.cleveland.oh.us

IN WITNESS THEREOF, we, the undersigned have caused this agreement to be executed this 16th day of April, 2009.

CITY OF CLEVELAND, OHIO, CUYAHOGA COUNTY

Mark Cegelka CITY OF BEDFORD HEIGHTS, OHIO
Mark Cegelka, Finance Director

Mark Tenaglia CITY OF BROOKLYN, OHIO
Mark Tenaglia, Chief of Police

James Foster CITY OF BROOK PARK, OHIO
James Foster, Police Lieutenant

Norberto Colon CITY OF CLEVELAND, OHIO
Norberto Colon, Asst. Safety Director

Martin Lentz CITY OF CLEVELAND HEIGHTS, OHIO
Martin Lentz, Chief of Police

Eric J. Brewer CITY OF EAST CLEVELAND, OHIO
Eric J. Brewer, Mayor

James Repicky CITY OF EUCLID, OHIO
James Repicky, Chief of Police

Thomas Murphy CITY OF GARFIELD HEIGHTS, OHIO
Thomas Murphy, Chief of Police


Timothy Malley CITY OF LAKEWOOD, OHIO
Timothy Malley, Chief of Police

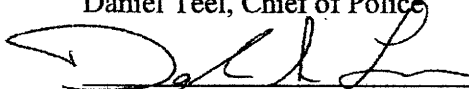
Richard Maracz CITY OF MAPLE HEIGHTS, OHIO
Richard Maracz, Chief of Police

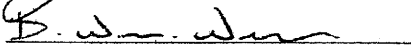
Wayne Wozniak CITY OF NORTH OLMSTEAD, OHIO
Wayne Wozniak, Chief of Police

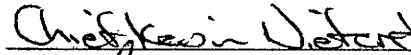
Bruce G. Campbell CITY OF NORTH ROYALTON, OHIO
Bruce G. Campbell, Safety Director

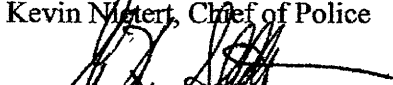
Shelley Cullins CITY OF PARMA, OHIO
Shelley Cullins, Economic Development



CITY OF PARMA HEIGHTS, OHIO
Daniel Teel, Chief of Police

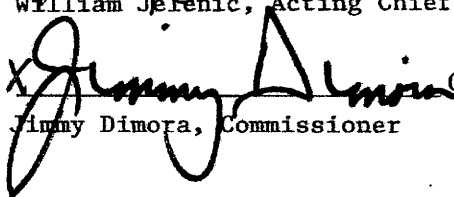

CITY OF SHAKER HEIGHTS, OHIO
Doyle Scott Lee, Chief of Police


CITY OF SOLON, OHIO
D. William Weber, Finance Dir.


CITY OF SOUTH EUCLID, OHIO
Kevin Nigert, Chief of Police


CITY OF UNIVERSITY HEIGHTS, OHIO
Gary H. Stehlik, Chief of Police


CITY OF WARRENSVILLE HEIGHTS, OHIO
William Jelenic, Acting Chief of Police

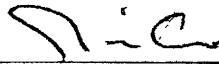

CUYAHOGA COUNTY BOARD OF COMMISSIONERS
Jimmy Dimora, Commissioner

ATTEST:



Shawn Gidley, Fiscal Manager,
City of Cleveland

APPROVED AS TO FORM:



Norberto Colon, Assistant Safety Director,
City of Cleveland

The legal form and correctness of the within
instrument is hereby approved.
Walter J. Gannon,
Fiscal Manager

