

AN AGREEMENT

Between

Cuyahoga County and

The Regional Forensic Science Laboratory of the

Cuyahoga County Medical Examiner's Office

And

The City/Village of **North Royalton**

This agreement is entered into this day, January 1, 2014 by and between Cuyahoga County on behalf of the Regional Forensic Science Laboratory of the Cuyahoga County Medical Examiner's Office and the City/Village of North Royalton. Each party hereto asserts that it has obtained the requisite authority, if needed, to enter into this agreement.

WHEREAS, the Regional Forensic Science Laboratory of the Cuyahoga County Medical Examiner's Office ("Regional Crime Lab") provides law enforcement with scientific testing services throughout Cuyahoga County; and

WHEREAS, each law enforcement agency receiving said services agrees to pay either an annual fee or a per-test fee upon request for said services; and

WHEREAS, the Regional Crime Lab will benefit the public and result in effective and efficient administration of justice in the region; and

NOW THEREFORE BE IT AGREED, that Cuyahoga County, on behalf of the Regional Crime Lab, and the City/Village of North Royalton do hereby undertake, both individually and collectively as applicable and pursuant to their respective authority as part of a cooperative effort to expedite the administration of justice for the benefit of the citizens of Cuyahoga County, this agreement in partnership for law enforcement testing services and in furtherance of those efforts, do hereby agree to the following:

SERVICES

1. City/Village of North Royalton, through Chief of Police John Elek or a subordinate as identified in writing, may request the Regional Crime Lab and Lab Director **Dr. Thomas P. Gilson**, Medical Examiner, or Lab Director as appointed, to perform law enforcement-related testing (see attached services and fee schedules).
2. The Regional Crime Lab shall perform said testing in accordance with the established policies and procedures.
3. City/Village of North Royalton, shall agree to the set fee schedule or pay, as a member, the amount of **\$7500/yr.** and agree to commit to remain a member of the Regional Crime Lab, at the set rate, through December 31, 2015.
4. The Regional Crime Lab shall make available for testimony, such scientists and experts as required by the nature of testing completed on behalf of the City/Village of North Royalton and the Department of Police, at no additional charge, for Criminal cases. Civil cases are subject to additional charges pursuant to Ohio Revised Code 2335.061.

INDEMNITY/INSURANCE

1. The City/Village of North Royalton and the County agree that neither entity can or will indemnify the other as both entities are political subdivisions and are prohibited by law from entering into an indemnification agreement. Accordingly, the City/Village of North Royalton and the County agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of this Agreement. No provision of this Contract or any other contract or agreement between the City/Village of North Royalton and the County may be interpreted to obligate the County to indemnify the City/Village of North Royalton or any other party.
2. The City/Village of North Royalton and the County further agree that each will maintain and carry sufficient and appropriate liability insurance relative to the duties and obligations under this Agreement.

TERM & TERMINATION

1. For purposes of this agreement, term is the effective date and ending December 31, 2015, unless otherwise specified and agreed to in writing.
2. This agreement may be terminated earlier under the following circumstances:
 - a. Formal action by the legislative and/or executive authorities of either party
 - b. By finding of a court of competent jurisdiction that this agreement, in full or in part, is illegal or unenforceable.

Copies of this agreement shall be transmitted as follows:

Mayor Robert Stefanik
13834 Ridge Road
North Royalton, OH 44133

John Elek
North Royalton Police Department
14000 Bennett Rd.
North Royalton, OH 44133

Dr. Thomas P. Gilson
Medical Examiner & Director of Laboratories,
Cuyahoga County Regional Forensic Science Laboratory
11001 Cedar Avenue
Cleveland, OH 44106

SIGNATURE

Agreed to and accepted by:

Edward FitzGerald
County Executive
Cuyahoga County

Robert Stefanik
Mayor
City/Village of North Royalton