

CONTRACT

between

CUYAHOGA COUNTY

and

Cleveland State University

for

Development of Cuyahoga County-Specific Training for Population Protection

THIS CONTRACT made and entered into this _____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (the "COUNTY"), on behalf of the Department of Public Safety and Justice Services, Office of Emergency Management and Cleveland State University, an Educational Institution/Instrumentality of the State of Ohio, with offices located 2121 Euclid Avenue, AC 255, Accounting, Cleveland Ohio 44115-2214, (the "Provider") to conduct Phase II, or the Development of Cuyahoga County - Specific Training for Population Protection, for the Population Protection Educational Modules for Shelter-In-Place and Evacuation Project.

WITNESSETH THAT:

WHEREAS, the COUNTY desires to enter into a contract with the "Provider" in order to provide training modules for each of the seven (7) identified target audiences from Phase I, or the Development of Training Content Phase, for the Population Protection Educational Modules for Shelter-In-Place and Evacuation Project. WHEREAS, it is necessary that the COUNTY and the "Provider" enter into a contract in order to provide an Implementation and On-going Operations Plan for the Development of Cuyahoga County - Specific Training for Population Protection, or Phase II, of the Population Protection Educational Modules for Shelter-In-Place and Evacuation Project.

I. Scope of Services

NOW, THEREFORE, the parties hereto agree as follows to the Scope of Services with the deliverables being:

- A. Complete for each module of the seven target audiences, all necessary "ready-to-use" training media/materials per the delivery methods selected by the County. The information provided in the training modules must be based on the content contained in the final version of the Population Protection Training Content by audience report. It may include modifications if accepted by the County. Each module must be delivered in a format that can be readily edited as future needs arise.
 - Module 1 – General Public
 - Module 2 – Citizen Corp
 - Module 3 – Public Officials, Mayors, County & Regional Senior Officials
 - Module 4 – Public Officials – Advanced (Incident Commanders)
 - Module 5 – Property Managers whose responsibilities include reporting emergency releases of

hazardous materials under Chapter 3750 of the Ohio Revised Code or whose facilities are categorized by the Ohio Building Code as High Hazard, Factory, Storage, Utility or Miscellaneous. Module 6 – Property Managers for Educational Facilities and Institutional Facilities, as characterized by the Ohio Building Code, whose populations have special needs with respect to SIP and Evacuation.

Module 7 – Property Managers for Facilities (with the potential for 100 or more Occupants) that are categorized in Ohio Building Code as Assembly, Business, Mercantile or Residential.

- B. Complete a detailed plan that prescribes the identification of candidates for training from each target audience, for organizing and delivering the training to each of the target audiences, for sustaining operations, and for up-to-date content (including local-government-specific content) as needed. The recommendations must also identify personnel needed, schedules for start-up and implementation phases, start-up and operating budgets and methods and measures for monitoring and evaluating the program's effectiveness.

II. **Compensation and Method of Payment**

For the services to be rendered and expenses incurred under this Contract, the "Provider" shall be paid not more than \$150,000.00 for Phase II of this project. Payments shall be made upon completion of each of the designated milestones (See Attachment I – enclosed in Contract). The total amount paid to the "Provider" under this Contract shall not exceed the amount of \$150,000.00. The "Provider" shall submit a written invoice to the Manager, Cuyahoga County Office of Emergency Management for services provided upon completion of each milestone (See Attachment I – enclosed in Contract). Invoicing totaling \$100,000.00 for reimbursement to the COUNTY must be received no later than March 31, 2012 to satisfy grant requirement. Invoicing totaling the remaining up to \$50,000.00 for reimbursement to the COUNTY must be received no later than June 30, 2012. The final total of \$150,000.00 must be invoiced no later than June 30, 2012.

III. **Term**

This Contract will enter into effect as of **November 1, 2011**, and unless sooner terminated for cause in writing by the COUNTY, will terminate on **June 30, 2012**, unless otherwise extended and approved.

IV. **Audits**

A. **Audits**

The COUNTY, or any duly authorized representative of the COUNTY, 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 "Provider" that are pertinent to the subject grant.

B. Final Audits

The "Provider" 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, and financial, compliance.

V. Notices

Any reports, notices, invoices or communications required in this Contract shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY: Department of Public Safety and Justice Services,
Office of Emergency Management
310 Lakeside Ave. Suite 795-A
Cleveland, Ohio 44113
Attn: Bill Belardo, Program Officer
Brandy Carney, Manager

PROVIDER:
Cleveland State University
Office of Sponsored Programs & Research
2121 Euclid Avenue, PH301
Cleveland, Ohio 44115-2214
Attn: Diana Dubinsky, Assistant Director

or at such other addresses as the parties may designate by written notice to each other.

VI. Termination

A. This Contract shall terminate on the date June 30, 2012, or after thirty days' prior written notice and opportunity to correct any material breach of this Contract, pursuant to Section VIII (B), below. In addition, should there be a reduction in funds, the COUNTY reserves the right to reduce or cancel this Contract. In such case, the "Provider" services will likewise be reduced or cancelled, as the case may be. In the event this Contract is terminated early, the COUNTY will compensate the "Provider" for the reasonable value of all work completed by the "Provider" on the project, as well as all documented expenses and non-cancelable debt properly incurred by the "Provider" up to the date of termination.

B. **Breach**

This Contract may be terminated for failure by either party to meet the terms of this Contract. The party alleging breach will send the other party written notice setting forth the alleged breach(es) and stating the corrective action(s) required. Subject to the breach provisions of Section VII (A), above, this written notice will include a reasonable time frame for implementing the corrective action(s). The failure to implement the corrective action(s) may cause reimbursement or services to be delayed, and/or termination of this Contract.

VII. **Indemnification and Liability**

Each Party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in the Agreement shall impute or transfer any such responsibility from one to the other.

VIII. **Non-Discrimination**

The "Provider" 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 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the "Provider".

IX. **Compliance With The Law**

The "Provider" agrees to provide the services of the Program in material compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

X. **Entire Contract**

This Contract constitutes the full and complete expression of the Contract between the parties and supersedes any prior contemporaneous oral or written contracts. This Contract shall not be amended except by a written instrument signed by both parties.

XI. **Waiver**

No provision of this Contract will be waived by any act or omission of either party or its agents or employees, except by an instrument in writing expressly waiving such provision, signed by a duly authorized representative

of the waiving party.

XII. **Electronic Signature**

By entering into this amendment to contract, I agree on behalf of the contractor to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned contractor, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY and the "Provider" have executed and delivered this Contract as of the date first above written.

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: 

2012-01-09 09:26:29
Edward FitzGerald, County Executive

Cleveland State University

By: 

Craig Zullig, Director

9/22/2011

Office of Sponsored Programs & Research