

**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF CUYAHOGA, OHIO**  
**AND**  
**RECESS CREATIVE, LLC**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_, 201\_\_, by and between the County of Cuyahoga, Ohio (hereinafter referred to as the “**COUNTY**”), and **Recess Creative, LLC** (hereinafter referred as the “**PROVIDER**”), an Ohio Limited Liability Company with principal offices located at 635 W. Lakeside Avenue, Suite 101, Cleveland, Ohio 44113.

**WHEREAS**, the **COUNTY**’s Department of Public Safety & Justice Services, Witness/Victim Service Center is a cooperative partner with the United States Department of Justice in the DEFENDING CHILDHOOD Initiative, aimed at the development and implementation of strategies to prevent and reduce the impact of children’s exposure to violence in their homes, schools, and communities.

**WHEREAS**, the vision of the DEFENDING CHILDHOOD Initiative is that all children are protected and healed from exposure to violence, allowing them to thrive and become healthy compassionate adults in a supportive and safe community.

**WHEREAS**, the mission of the DEFENDING CHILDHOOD Initiative is to empower the general public and child serving agencies to prevent violence and to identify and intervene when children are exposed to violence in their homes, schools, and communities, and achieving such a mission requires general community awareness of the issue of childhood exposure to violence.

**WHEREAS**, the **PROVIDER** specializes in community awareness activities and the **COUNTY** has determined that it requires the services indicated below; and finds it necessary to enter into a contract with the **PROVIDER** for the amount not to exceed \$175,000.00.

**WHEREAS**, subject to the terms and conditions herein, this contract shall extend from January 1, 2013 through September 30, 2013, unless terminated in accordance with procedures enumerated in **Section VIII** below, “**CONTRACT TERMINATION**”.

**NOW, THEREFORE, be it resolved that** all parties agree as follows:

## **I. SCOPE OF SERVICE**

**A. PROVIDER** agrees to design and deliver for the DEFENDING CHILDHOOD Initiative a community awareness campaign that focuses on children's exposure to violence and is targeted to children of all ages, their parents or caregivers, and the general community by:

1. Providing proper staffing, including the identification of a project director who shall be available to coordinate and oversee management of the project including administrative details and campaign effectiveness, and ensuring regular communication with **COUNTY**.
2. Collaborating in a planning process to develop and implement a range of techniques and products to communicate key campaign messages, including the utilization of a range of social media networks. Such planning may include community members and related community groups, at the discretion of the **COUNTY**.
3. Planning and purchasing mass media buys, as appropriate.
4. Disseminating materials and key campaign messages that utilize the DEFENDING CHILDHOOD youth art submissions and related slogan "I/We have the Power to Stop Violence" in campaign, as appropriate.
5. Determining a design plan appropriate for community and neighborhood level events by working in coordination with **COUNTY** community prevention agency.
6. Publicizing the DEFENDING CHILDHOOD community access agency for information and assistance related to children's exposure to violence in community awareness campaign.

## **II. FINANCIAL AND REPORTING REQUIREMENTS**

### **A. Invoicing Requirements:**

1. **PROVIDER** shall invoice **COUNTY** on a monthly basis for payment in equal installments in the amount of \$19,444.00. **PROVIDER** shall include with invoices a detailed report of monthly activities and related expenses, subject to the classifications listed in Section II (A) (2). Invoices shall be sent to:

Cuyahoga County Public Safety & Justice Services

**Attn: Nancy Veley**

310 W. Lakeside Avenue - Suite 300

Cleveland, Ohio 44113

2. **PROVIDER** and **COUNTY** agree that the monthly payments shall cover all expenses related to the activities outlined in Section I of this contract, throughout the life of this contract. **PROVIDER** and **COUNTY** further agree that the aggregate value of the contract shall be distributed as follows: Design, Creative & Production = 20%; Media = 35%; Public Relations & Social Media = 20%; Project Management = 15%; Maintenance & Support = 10%.

3. **The total amount of reimbursement shall not exceed \$175,000.00**

**B. Duplicate Billing:**

1. **PROVIDER** certifies that the charges submitted for reimbursement are actual costs associated with the provision of the service indicated in Section I of this contract by **PROVIDER** and these costs are not subject to, or submitted for reimbursement to any other governmental entity or public or private organization.

**C. Maintaining Proper Financial Records:**

1. **PROVIDER** shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal or local government agencies including **COUNTY**.
2. **PROVIDER** shall maintain and preserve all documentation used in the administration of this service and other records to substantiate services provided and/or billed to **COUNTY**.
3. All records including financial records, must remain in **PROVIDER**'s possession for a period of three (3) years after the termination date of this Contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by **COUNTY**.
4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **PROVIDER** shall retain records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

**D. Financial Reporting Requirements:**

1. **PROVIDER** shall collect financial information and other data and prepare and maintain monthly invoices relative to the DEFENDING CHILDHOOD Initiative services provided by the **PROVIDER**.

**E. Data Collection and Reporting:**

1. **PROVIDER** in conjunction with **COUNTY** staff and its evaluation partners shall develop the format for program reporting relative to the community awareness campaign of the DEFENDING CHILDHOOD Initiative and shall submit reports according to a mutually agreed upon time frame, and in a mutually agreed upon format. **PROVIDER** agrees to collaborate with

**COUNTY** in order to ensure compliance with all federal, state, and local confidentiality laws.

2. **PROVIDER** representatives shall attend meetings and share updates and statistics on the **PROVIDER** work under this Contract as reasonably requested by the **COUNTY**.

**F. Responsibilities of COUNTY:**

1. Program Oversight

- a. **COUNTY** will provide oversight and management of the DEFENDING CHILDHOOD Initiative in Cuyahoga County.
  - b. In partnership with **PROVIDER**, the **COUNTY** will develop performance measures and reporting procedures.
  - c. **COUNTY** will provide requests for meetings, etc., in a timely manner.
  - d. **COUNTY** shall have the right to audit and monitor the manner in which the terms and conditions of this Contract are being carried out, and evaluate through performance audits, the extent to which the goals and objectives of all Contract deliverables are being achieved. Compliance, financial and operational reviews may be performed by **COUNTY** and/or upon request by the **COUNTY** or in tandem with another state or federal agency in the event of adverse information pertaining to the operation of **PROVIDER**. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance with the terms and conditions of this Contract.
2. **COUNTY** will receive and review invoices for completeness and accuracy prior to making payment to **PROVIDER**. **PROVIDER** will be paid according to the provisions set forth in Section II (A).
  3. **COUNTY** will process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

Cuyahoga County Public Safety & Justice Services  
**Attn: Nancy Veley**  
310 W. Lakeside Avenue - Suite 300  
Cleveland, Ohio 44113

4. Invoices shall be paid for all applicable and agreed to costs associated with this Contract. **COUNTY** reserves the right to withhold payment from **PROVIDER** in the event invoices for services rendered or expenses incurred are not submitted for payment in a timely manner based on the following conditions:

- a. Invoices submitted 60 days or more after the end of the service month during the contract period.

- b. Invoices submitted 60 days or more after the expiration of the contract.

### **III. TERMS OF SERVICE**

This Contract is effective from **January 1, 2013 through September 30, 2013**, unless otherwise terminated or extended by a formal amendment for all applicable and agreed to costs associated with this Contract.

### **IV. CONTRACT VALUE**

The total value of this Contract shall not exceed **\$ 175,000.00** in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with **Section I and Section II** of this Contract.

### **V. FUNDING AVAILABILITY**

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funds designated for this service. If funds become unavailable, **COUNTY** shall provide immediate notice to **PROVIDER** and **COUNTY** shall terminate this Contract as provided in **Section VIII**.

### **VI. CONTRACT MODIFICATION**

This Contract represents the entire integrated agreement between **COUNTY** and **PROVIDER** and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

### **VII. CONTRACT AMENDMENT**

This Contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by **COUNTY**.

### **VIII. CONTRACT TERMINATION**

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this Contract shall cease, except that **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.

**COUNTY** reserves the right to terminate this Contract, for any reason, as a result of **PROVIDER's** failure to perform all contract deliverables as specified in this Contract. Under no circumstances shall **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this Contract.

## **IX. VIOLATION OR BREACH OF CONTRACT**

This Contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by either party.

## **X. SEVERABILITY**

Should any portion of this Contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to **Articles VII or VIII** of this Contract.

## **XI. CONFIDENTIALITY**

All parties agree they shall not use any information, systems, or records made available pursuant to this Contract for any purpose other than to fulfill the obligations in this Contract. Each party agrees to be bound by the standards of confidentiality that apply to their operations including, but not limited to, laws, statutes and regulations of the federal, state or local governments.

## **XII. SAFEGUARDING CLIENT INFORMATION**

**PROVIDER** agrees that the use of, or disclosure by, any of its employees and agents of any information concerning client information for any purpose not directly related to the administration of this Contract or carrying out the responsibilities of this Contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or **COUNTY**.

## **XIII. COMPLIANCE WITH AUDIT REQUESTS**

**PROVIDER** agrees, if required by **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this Contract, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which **PROVIDER** is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to **COUNTY** or its duly appointed agent.

**PROVIDER** shall submit to **COUNTY** a copy of the final report no later than thirty (30) days after the end of the audit.

**PROVIDER** agrees that **COUNTY** may review all programmatic records and client files including those held by **PROVIDER** or any subcontractor related to this Contract.

## **XIV. RESPONSIBILITY FOR AUDIT EXCEPTIONS**

**PROVIDER** agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by **COUNTY** or any appropriate federal agency or duly appointed agent that directly relates to the provisions of this Contract and whereas

services were billed and payment made by **COUNTY**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

#### **XV. INDEPENDENT CONTRACTOR**

**PROVIDER**, its employees or its agent(s) will act in accordance with the terms of this Contract in an independent capacity and not as officers, employees or agents of **COUNTY**.

#### **XVI. SUBCONTRACTING**

**PROVIDER** may not subcontract DEFENDING CHILDHOOD Initiative services under this Contract without the prior consent of **COUNTY**.

#### **XVII. REPORTING MATERIAL ISSUES**

**PROVIDER** shall notify **COUNTY** in writing of all material issues, which involve services provided through this Contract. **PROVIDER** shall submit any pertinent facts or resolution of said issues to **COUNTY** within 30 calendar days. The notification should be sent to:

Cuyahoga County Witness Victim Service Center  
**Attn: Jakolya Gordon, Program Officer**  
310 W. Lakeside Avenue – Suite 300  
Cleveland, Ohio 44113

#### **XVIII. INDEMNIFICATION**

**PROVIDER** agrees to indemnify and save **COUNTY** and all of its departments, agents, and employees harmless from any lawsuits or actions of every nature and description, brought against **COUNTY** or any and all of its officers, agents, servants, and employees for or account of any injuries or damages received or sustained by a party or parties from any act or actions against **PROVIDER** or its servants, that arise out of the performance of services contemplated by this Contract.

#### **XIX. LIABILITY INSURANCE**

**PROVIDER** agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable and unforeseeable torts, which would cause injury or death.

#### **XX. PUBLICITY**

**PROVIDER** agrees that in any publicity release or other public reference including media releases, information pamphlets, etc. relative to the Defending Childhood Initiative provided under this Contract, that each release shall acknowledge the DEFENDING CHILDHOOD Initiative, the **COUNTY** and the U.S. Department of Justice clearly.

**PROVIDER** is also responsible for providing a copy of each publicity release to **COUNTY** at the time of the release.

## **XXI. NON-DISCRIMINATION**

All parties agree that as a condition of this Contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

## **XXII. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

## **XXIII. APPLICABLE LAW**

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this Contract.

## **XXIV. CAPTIONS**

The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

## **XXV. NOTICES**

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

**TO: Recess Creative, LLC**  
**Attn: Chris Junjohann, Managing Partner & COO**  
635 Westside Lakeside Ave  
Suite 101  
Cleveland, Ohio 44113

**TO: WITNESS VICTIM SERVICE CENTER**  
**Attn: Jakolya Gordon, Program Officer**  
310 W. Lakeside Avenue – Suite 300  
Cleveland, Ohio 44113

## **XXVI. CURRICULUM**

All materials, including the curriculum, developed as a result of this Contract will become property of Cuyahoga County.



**XXVII. ELECTRONIC SIGNATURES**

By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, 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 **COUNTY** to said document 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 entities and persons, 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 **COUNTY**

**IN WITNESS THEREOF**, Cuyahoga County, and RECESS CREATIVE, LLC have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**RECESS CREATIVE, LLC**

By: \_\_\_\_\_

Chris Jungjohann, Managing Partner & COO

Edward FitzGerald, County Executive

**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
2013-02-05 15:36:01

Edward FitzGerald, County Executive