

CONTRACT

THIS CONTRACT is entered into effective January 1, 2013, by and between Cuyahoga County, Ohio (the "County") and Advocacy & Communications Solutions, LLC, a limited liability company with offices located at 1277 W. 104th St., Cleveland, Ohio 44102 (the "Consultant").

WHEREAS, the County desires to engage the services of a consultant to provide professional communications services to the Cuyahoga County Council, through its President and staff; and

WHEREAS, the County issued a Request for Qualifications ("RFQ") for such services; and

WHEREAS, the Consultant satisfactorily responded to the County's RFQ.

NOW, THEREFORE the parties mutually agree as follows:

1. **Scope of Services.** The Consultant shall provide services on behalf of the Cuyahoga County Council, and shall coordinate such services through the Council President and Council's policy staff.

Specifically, the Consultant shall:

- A. Meet on a regular basis with the Council President and Council's policy staff to revise existing plan for communications, including:
 - a. periodic assessment and update of web site and other social media forums, with a goal of enhancing and/or expanding Council's presence
 - b. recommendations of other venues of communication, including newsletters, radio and/or cable access, etc. as recommended
 - c. The initial communication's plan revision shall be completed within the first 45 days of this Contract.
 - d. The schedule of regular teleconferences and meetings shall be established within the first 30 days of the Contract.
- B. Advise about and coordinate public outreach to and interaction with media outlets
 - a. Develop a list of existing and anticipated media issues within the first 45 days of the Contract.
 - b. Advise about framing and messaging for ongoing communications
- C. Advise about communications with other public officials and governmental bodies at the federal, state and local levels
- D. Advise about public policy issues of importance, limited to a pre-determined targeted list, as requested by Council members and staff and/or as identified by the consultants
 - a. Develop a targeted list of issues within the first 45 days of the Contract
- E. Design and draft specific communications for public and community appearances
 - a. Within first 90 days of the Contract develop draft talking points on key issues
- F. Provide ongoing communications advice and strategy as requested by the Council President and Council's policy staff to implement the communications plan
- G. Assess and recommend other needed services in the area of communications to ensure Council is optimizing its services to the County's residents
 - a. Within first 45 days of the Contract provide recommendations on next steps

2. **Period of Performance.** The Consultant shall provide these services beginning on January 1, 2013 and for the duration of the period which ends December 31, 2013. The County may renew this Contract for a period of up to one year.
3. **Subcontracting:** Consultant may subcontract specified communications services to Mita Marketing, LLC, 4803 Avenue B, Vermilion Township, Ohio 44839.
4. **Compensation/Method of Payment,** The County shall make monthly retainer fee payments to the Consultant in the amount of \$4,000 per month for an amount not to exceed a total of \$48,000 for the duration of the contract. The Consultant will bill the County monthly to the attention of Joseph A. Nanni, County Council Chief of Staff, at the address below. The County shall make payment within 30 days of receipt of the invoices.
5. **Accounting and Reporting Procedures.** The County shall have access, for purposes of audit and examination, to any books, documents, papers and records of the Consultant that are pertinent to the subject project.
6. **Indemnification for Liability**
 - A. **Indemnification by Consultant.** The Consultant agrees to indemnify and hold harmless the County, the County Council and its individual members, the County Executive and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for failure of Consultant to perform its duties and obligations under this contract.
 - B. **No Indemnification by the County.** The Consultant acknowledges that as a political subdivision, Cuyahoga County is prohibited by law from agreeing to assume any indemnity obligations, and consents that no provision of this Contract or any other agreement may be construed as an indemnification obligation by the County.
7. **Anti-Discrimination.** The Consultant hereby agrees that in the employment of labor, skilled or unskilled, under this Contract, there shall be no discrimination exercised against any person because of race, color, age, sex, disability, or national origin, and that violation thereof shall be deemed a material breach of said Contract.
8. **Entire Agreement.** This Contract constitutes the entire agreement between and among the parties, either express or implied, with respect to the subject matter hereof. No modification of this Contract shall be binding upon the parties unless set forth in writing and signed by all parties, or their respective successors or assigns.
9. **Termination.** This Contract may be terminated by the County upon thirty (30) days prior written notice to the Consultant; provided that termination pursuant to this paragraph shall not affect the County's obligation to pay the Consultant for services performed and expenses incurred prior to termination. The Consultant upon thirty (30) days prior written notice to the County may terminate this Contract.
10. **Governing Law.** This Contract will be governed by and construed under the law of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will

have exclusive jurisdiction over any claim arising out of this Contract and each party consents to the exclusive jurisdiction of such courts.

11. Applicable County Ordinances. All County contracts/agreements are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance, and all contractors shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>
12. Public Records: All parties hereto acknowledge that the County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other laws related to the keeping 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 any and all documents in any format or media.
13. Notices -All notices and communications shall be in writing and sent to the following:

If to the County:

Joseph A. Nanni, Chief of Staff
Cuyahoga County Council
1219 Ontario Street, 4th Floor
Cleveland Ohio 44113
(216) 698-2520
jnanni@cuyahogacounty.us

If to the Consultant:

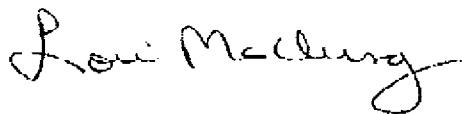
Lori McClung
Advocacy & Communications Solutions, LLC
1277 W. 104th Street
Cleveland, Ohio 44102
1-877- 372-0166 ext. 1
lori@advocacyandcommunication.org

14. 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 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 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 CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

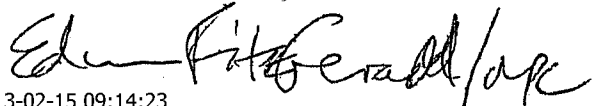
Advocacy & Communications Solutions, LLC

Cuyahoga County, Ohio



By: Lori McClung, its President

Edward FitzGerald, County Executive



2013-02-15 09:14:23

Edward FitzGerald, County Executive