

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2011, by and between the County of Cuyahoga, Ohio (hereinafter referred to as the "COUNTY") and The Ohio State University, on behalf of its, Ohio State University Extension--Cuyahoga County, with principal offices located at 9127 Miles Road, Cleveland, Ohio 44105 ("THE UNIVERSITY") for provision of educational programming to the citizens of Cuyahoga County with particular emphasis on assisting low income persons to improve their lives.

WITNESSETH THAT:

WHEREAS, the COUNTY in accordance with O.R.C. Section 3335 37, seeks to continue its efforts in developing collaborative partnership research and outreach training programs for low income urban groups to assist in their efforts of moving toward self-sufficiency; and

WHEREAS, the COUNTY seeks to stimulate systemic change and continuous improvement in county government funded services; and

WHEREAS, THE UNIVERSITY has the ability to provide preventive and educational services in food nutrition, parenting, food safety, and family economic programs to assist urban low income groups in attaining self sufficiency; and

WHEREAS, THE UNIVERSITY provides an important community service by participating and initiating effective partnerships with work groups, volunteers, school districts, youth development organizations, and Cuyahoga County Juvenile Court System.

NOW, THEREFORE, the COUNTY and THE UNIVERSITY hereto agree as follows:

I. SCOPE OF SERVICE

THE UNIVERSITY works to improve the life of Cuyahoga County residents through educational programming that include the targets listed below. These programs are jointly funded by federal, state, and private funds in addition to those provided by the COUNTY:

A Strengthen Families and Communities

1. Improve the nutrition of youth
2. Provide parents educational opportunities in the areas of parenting, financial management, and food safety and preservation.
3. Provide programming and facilitation support to community organizations that promote collaborative approaches to addressing community issues.
4. Assist limited resource audiences in acquiring the knowledge, skills, attitudes, and changed-behavior necessary for nutritionally sound diets, and to contribute to their personal development and the improvement of the total family diet and nutritional well-being

B Prepare Youth for Success

1. Assist low and moderate income youth toward school completion and self-sufficiency with education and hands-on learning.
2. Engage youth in governance activities that build leadership and communication skills and promote community service learning.
3. Provide research-based, experiential learning activities during in-school and out-of-school time for youths in the areas of the environment, life skills and leadership skills
4. Educate adults working with youth on the theory and practice of positive youth development and in recreational use of natural resources.
5. Engage youth in research-based activities and programs focused primarily on physical and environmental activities that foster positive youth development and build life skills.

C Enhance Agriculture and the Environment

1. Educate adults in horticultural topics so they may provide services to youth and other adults that enhance the physical and social environment.
2. Educate horticultural business owners, employees and entrepreneurs to improve economic growth while sustaining environmental quality through appropriate horticultural and pest control practices
3. Work with local and state officials to develop/implement local policies that protect the environment and improve the economic climate in which local businesses operate, including land use policies.
4. Educate the community on environmental and economic sustainability issues related to land-use, community and market gardening, pesticide applicator training, environmental stewardship and landscape enhancement.
5. Identify and effectively carryout strategies related to the redevelopment of Brownfield sites, in tangent with other community partners
6. Convene the Cleveland-Cuyahoga County Food Policy Coalition.

D Advance Employment and Income Opportunities

1. Promote economic development through retention and expansion of local businesses, business management, entrepreneurial education and professional development for those in the green industry
2. Educate business owners and managers, development professionals and communities in the areas of community development, business retention and attraction and best management practices.
3. Organize and teach workshops and seminars for local business and entrepreneurs and develop personal relationships with business leaders and entrepreneurs to provide skills and information needed for profitable and sustainable business operations.

II. TERM

This Agreement shall be in effect for the period January 01, 2011 through December 31, 2011.

III. REPORTING REQUIREMENTS

THE UNIVERSITY will submit quarterly reports detailing the number of participants serviced in the following categories:

- A. Number of business owners, entrepreneurs, and potential employees educated in business management, work skills, and entrepreneurial best practices;
- B. Number of community development practitioners and governmental officials educated in community development, government, and management best practices;
- C. Number of adults educated in the areas of parenting, financial management, food safety, nutrition, life skills, community leadership, and gardening;
- D. Newsletters on child development and child-development services for first-time parents;
- E. Number of youth educated in the areas of food safety, nutrition, life skills, career selection, leadership, gardening, natural resources, and recreational activities;
- F. Number of volunteers trained in positive youth development, natural resource recreation, and gardening;
- G. Number of professional horticulturists trained in horticultural practices, pesticide application (for certification), and business practices;
- H. Number of organizations assisted through collaboration with OSU Extension

THE UNIVERSITY shall provide the above data in a written detailed trend analysis report

IV. PAYMENTS

The COUNTY shall make quarterly fixed payments in the amount of **\$61,750** upon receipt of an invoice. The first payment may be made immediately following the execution of this Agreement. Successive payments shall be made upon receipt of the quarterly invoice and reporting requirements of this Agreement. In no event shall payments for this program exceed **\$247,000**

V. AVAILABILITY OF FUNDS

Payments for all services provided in accordance with the provisions of this Agreement are contingent upon the availability of public and/or private funds designated for this service. The University warrants that any cost incurred pursuant to this Agreement will not be allowable or included as a cost of any other public, private or not-for-profit entity.

VI. MODIFICATIONS

This Agreement may be amended at any time whenever such amendments or

modifications are mutually deemed necessary. Any such modifications shall be in writing and signed by both parties

VII. TERMINATION

Either party may terminate this Agreement, with or without cause, upon receipt of written notice to the other party at least thirty days prior to the date of termination. Upon the expiration of thirty days after notification, the obligations of all parties under this Agreement shall cease, except that the County will reimburse the University for services rendered prior to the date of termination

VIII. SUBCONTRACTING

All subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. No such subcontracted work shall in any case release the University of its liability under this Agreement

IX. FINANCIAL RECORDS

The University shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or department personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit if required.

X. AVAILABILITY AND RETENTION OF RECORDS

The University shall maintain and preserve all records related to this Agreement for a period of three (3) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the University shall retain the records until completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later

XI. RESPONSIBILITY FOR AUDIT EXCEPTIONS

The University agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal and state audit directly related to the provisions of the University Agreement. The University agrees to pay the County for all amounts due as a result of audit exceptions through this Agreement.

XII. ANTI-DISCRIMINATION

The University hereby agrees that in the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, disability, national origin or any other factor as specified in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Allegations of violation may be subject to investigation by the Office of Civil Rights Commission and if the University is found out of compliance with said Commission, such discriminatory act may result in a breach of this Agreement. It is further agreed that the University will comply with all appropriate federal and state

anti-discrimination laws and the rights/method of appeal will be made available to all persons under this Agreement

XIII. INSURANCE

The University shall be insured or contract for such insurance as is responsibly necessary to adequately secure its employees involved in this project against reasonable foreseeable torts, which would cause injury or death.

XIV. RELATIONSHIP OF PARTIES

In performing the services specified under the terms of this Agreement, the parties shall not be considered joint venturers. The parties mutually agree that the University is acting as an independent contractor and that the respective employees of each party shall not be agents or employees of the other.

XV. PUBLICITY

In any publicity release or other public reference including a media release, information pamphlets, etc., relative to the services provided under this Agreement, it will be clearly stated that the project is part of and funded by the County. The University is also responsible for providing a copy of the above to the County at the time of the release.

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this agreement and supersedes any and all oral or prior written representations, understandings, or agreements between the parties with respect thereto.

XVII. NOTICES

All notices, invoices, payments and communications provided for here under shall be in writing and sent via the United States Postal Services, first class prepaid, to the following:

If to the COUNTY:

Janet L. Carr
Administrative Officer
Office of Health & Human Services
Courthouse Square Building
310 W. Lakeside Avenue, Suite 500
Cleveland, Ohio 44113
216.443.7032 Fax: 216.443.5884
Email: jcarr@cuyahogacounty.us

If to OSU EXTENSION:

Marie Barni
Extension County Director
Ohio State University Extension
Cuyahoga County
9127 Miles Road
Cleveland, Ohio 44105
216.429.8200 Fax: 216.429.3146
Email: barni.4@osu.edu

By entering into this Agreement the signatories agree on behalf of the UNIVERSITY to conduct this transaction by electronic means by agreeing that all documents requiring Cuyahoga County signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga 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 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 UNIVERSITY hereto have caused this Agreement to be executed this _____ day of _____, 20____.
The parties represent that the signatories below are duly authorized to sign on behalf of their organizations and bind them to the foregoing terms.

THE OHIO STATE UNIVERSITY



Geoffrey S. Chatas
Sr. Vice President for Business & Finance and CFO



Director, Ohio State University Extension

COUNTY OF CUYAHOGA, OHIO



Edward FitzGerald
County Executive