

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (the "COUNTY") and The Center for Community Solutions ("CCS"), a corporation not-for-profit, with principal offices located 1501 Euclid Avenue, Suite 310, Cleveland, Ohio 44115 to provide financial support for the AIDS Funding Collaborative ("COLLABORATIVE")

WITNESSETH THAT:

WHEREAS, the COUNTY has committed to support the Citizen's Committee on HIV/AIDS Report by developing a method of allocating and distributing community-based funding from local governments, health departments and the private sector for programs and projects serving people living with AIDS/HIV; and

WHEREAS, The COLLABORATIVE has been designated as the organization through which these community-based funds will be aggregated and distributed; and

WHEREAS, the CCS is the fiscal agency responsible for distributing and accounting for funds contributed to the COLLABORATIVE.

NOW, THEREFORE, the CCS and the COUNTY hereto agree as follows:

ARTICLE 1 TERMS OF AGREEMENT

- 1.1 **Period of Agreement.** The terms and conditions of this Agreement shall go into effect as of January 1, 2011 and shall remain in effect through December 31, 2011 or until such time as this Agreement is terminated in accordance with Section 1.7.
- 1.2 **Use of Funds.** Funds are to be used to support the funding priorities identified from time to time by the COLLABORATIVE. The COUNTY reserves the right to expend its funds only on projects that are compatible with its policies on the use of public funds.
- 1.3 **Total Compensation.** Compensation for calendar year 2011 shall be in the amount not to exceed \$150,000. Funds shall be paid to the CCS on behalf of the COLLABORATIVE after execution of this Agreement and receipt of an invoice bearing the contract name, number, invoiced amount, and purpose.
- 1.4 **County Obligation.** This grant is made with the understanding that the COUNTY has no obligation to provide other or additional support to the COLLABORATIVE.

- 1.5 **Distribution of Funds.** The CCS is responsible for the distribution of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- 1.6 **Unexpended Funds.** The CCS shall return unexpended grant funds at the close of the grant period. Funds will also be promptly returned if the COUNTY determines that the CCS has not performed in accordance with the terms set forth in this agreement.
- 1.7 **Termination.** The COUNTY and the CCS shall have the right to terminate this Agreement subject to thirty (30) calendar days prior written notice. All services required by this Agreement shall be provided by the parties to the Agreement to the date of termination. If the CCS incurs any non-cancelable obligations prior to the notification of termination of this contract, they will be honored by the COUNTY.

ARTICLE 2 GENERAL PROVISIONS

- 2.1 **Assignment.** This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.
- 2.2 **Modification and Waiver.** No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing and signed by the parties to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- 2.3 **Indemnification.** CCS shall indemnify and hold harmless COUNTY, its officers, agents and employees, against all suits, claims, losses, costs, damages, expenses or liabilities arising out of CCS's acts or omissions in connection with services rendered pursuant to this Agreement. In addition, CCS shall, at its own expense, defend the COUNTY, its officers, agents and employees, in any litigation or claims arising therefrom, and shall pay all sums which the COUNTY shall become legally obligated to pay as a result of such litigation or claims incurred in connection therewith, and satisfy and cause to be discharged such judgments as may obtain against the COUNTY, its officers, agents and employees. This provision shall survive the completion of the work and services to be performed hereunder and the termination of this agreement.

- 2.4 **Entire Agreement.** This Agreement, which includes any exhibits attached hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous arrangements, commitments, representations, or understandings, whether written or oral.
- 2.5 **Headings.** The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 2.6 **Severability.** Should any provision hereof be found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such finding shall not affect the validity or enforce ability of any other provision of this Agreement.
- 2.7 **Controlling Law.** All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of the State of Ohio.
- 2.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- 2.9 **Rights and Remedies.** The duties and obligations imposed by this Agreement are in addition to and not in limitation of any duties or obligations otherwise imposed by law. The rights and remedies provided in this Agreement are in addition to and not in limitation of other rights and remedies under this Agreement, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 2.10 **Authority.** The COUNTY and the CCS have full power and authority to enter into and perform this Agreement in accordance with its terms. Persons signing this Agreement in a representative capacity of the COUNTY or the CCS have authority to do so.
- 2.11 **Notices.** All notices and communications provided for hereunder shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:

If to the COUNTY:

Sabrina L. Roberts
Administrator of Health Policy & Programs
Cuyahoga County
Courthouse Square Building
310 W. Lakeside Avenue, Suite 500
Cleveland, Ohio 44113

If to the CCS:

John A. Begala, ED and President
The Center for Community Solutions
1501 Euclid Avenue, Suite 310
Cleveland, Ohio 44115
(216)-781-2944

or to such other addresses as may be furnished in writing by either party to the others. Any such notice or communication shall be deemed effective as of the date of mailing, provided, however, that all notices or other communications shall be given verbally at the earliest practical time to the parties entitled to such notice.

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 parties hereto execute this contract as of the date first written above.

THE CENTER FOR COMMUNITY SOLUTIONS

By: John A. Begala
Title: 12/20/10

County of Cuyahoga, Ohio

By: _____
Edward FitzGerald, County Executive