

AGREEMENT

This agreement entered into this ____ day of April, 2012, between County of Cuyahoga, Ohio (hereinafter called the "COUNTY") and CLOH Associates, LLC on behalf of Hilton Garden Inn Cleveland Downtown an Ohio corporation with offices located at 1100 Carnegie Avenue, Cleveland, Ohio 44115 (hereinafter Hilton Garden Inn Cleveland Downtown) for the purpose of providing services for the 2012 Cuyahoga County Fatherhood Conference.

WHEREAS, the COUNTY desires to have the Hilton Garden Inn Cleveland Downtown provide services that meet the community driven and designed objectives of the Cuyahoga County Fatherhood Initiative, which emphasizes services and programs for fathers and other male caretakers and to work with the Cuyahoga County Health and Human Services Department to build father friendly systems.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the COUNTY and the PROVIDER hereby agree as follows:

I. SCOPE OF SERVICES

The Hilton Garden Inn Cleveland Downtown will provide meeting and banquet space for the Cuyahoga County Fatherhood Conference to be held on June 15th, 2012. The conference will include among other activities an opening Plenary Session, a Resource Fair, a Town Hall Meeting, a Fatherhood Awards Luncheon and Educational Workshops.

The Cuyahoga County Fatherhood Initiative shall:

Provide direction and oversight to the PROVIDER as may be reasonably expected or requested Based on Council direction.

Develop focus and tasks for the project including desired outcomes and indicators to be measured.

Regularly monitor development and provide assistance and direction as needed.

II. TERM

This contract will be effective from April 1, 2012 through August 1, 2012 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the contract cannot exceed \$11,000.00 over the life of this contract.

III. CONTRACT TERMINATION

Either party may terminate the contract with a thirty (30) day written notice if applicable, and only those services actually provided through date of termination will be paid for.

IV. COMPENSATION/METHOD OF PAYMENT

The COUNTY agrees to reimburse the Hilton Garden Inn Cleveland Downtown at the rate of \$11,000.00 based on completion of agreed upon activities verified by the Health and Human Services Department. The PROVIDER will submit, a detailed invoice specifying services to be provided. Once invoices are received and approved, payment will be made to the PROVIDER prior to the conference.

This contract shall not exceed \$11,000.00 based on agreed upon activities.

V. MODIFICATIONS

By the mutual written consent of the COUNTY and the PROVIDER, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

VI. ANTIDISCRIMINATION

The PROVIDER hereby agrees that in the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, or national origin, as provided in the Title VII of the Civil Rights Act of 1964, and any such violation, thereof, shall be deemed a breach of said Agreement.

VIII. INSURANCE

The PROVIDER shall be insured or contract for such insurance as is responsibly necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death.

IX. INDEMNITY

The PROVIDER agrees to release, indemnify and to hold harmless the Board, and all its agents, representatives or employees from any and all responsibility or liability for the provider's failure to perform its duties and obligations under this contract.

X. ACCOUNTING AND REPORTING PROCEDURES

The COUNTY shall have access, for purposes of audit and examination, to any books, documents, papers and records of the provider that pertain to this contract with distribution determined by the hotel.

XI AMENDMENT

This Agreement constitutes the entire Agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The PROVIDER agrees that no representation or warranties shall be binding upon the COUNTY unless expressed in writing herein or in a duly executed amendment hereof.

XII. NOTICES

All notices and communications provided hereunder shall be in writing and sent to the following:

For the COUNTY:

Aldonis C. Grimes

Fatherhood Coordinator

Cuyahoga County Fatherhood Initiative

1640 Superior Avenue, Suite 80

Cleveland, Ohio 44115

216-698-2869

XIII. ELECTRONIC SIGNATURE

BY ENTERING INTO THIS CONTRACT THE UNDERSIGNED AGREES 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 have executed this agreement as of the date below written.

COUNTY of CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY Ed FitzGerald/apc
2012-05-22 09:10:22

Edward FitzGerald, County Executive

**CLOH ASSOCIATES, LLC. on behalf of HILTON GARDEN INN
CLEVELAND DOWNTOWN**

BY Jodi Nolan 4/3/12
Catering Sales Manager
HGI Cleveland Downtown
(216) 373-3999