

COUNTY OF CUYAHOGA

CONTRACT FOR

INSTRUCTION OF DEPARTMENT OF HOMELAND SECURITY APPROVED TRAINING – INCIDENT RESPONSE TO TERRORIST BOMBING AWR 130

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the Cuyahoga County, Ohio (the “**COUNTY**”), on behalf of the Department of Public Safety & Justice Services and David A. Sword, a Community Partner, with address of 416 Stephanie Circle, Wadsworth, Ohio 44281 (the “**CONTRACTOR**”).

WHEREAS, the **COUNTY** desires to complete allowable Urban Area Security Initiative (UASI) grant costs and Cuyahoga County Office of Emergency Management (OEM) recommends David A. Sword; and

WHEREAS, it has been determined by OEM and Cuyahoga County Department of Public Safety & Justice Services that the **CONTRACTOR** has the necessary skills and experience to provide training of the Incident Response to Terrorist Bombing course (IRTB AWR130); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the **COUNTY** and the **CONTRACTOR** agree as follows:

I. SCOPE OF SERVICES

Training services to be provided by the **CONTRACTOR** shall include, but not be limited to, Department of Homeland Security Federal Emergency Management Agency National Preparedness Directorate, National Integration Center, Training and Education Division approved Incident Response to Terrorist Bombing AWR130 course. This course is offered to Public Safety Agencies in Cuyahoga County. The **CONTRACTOR** will keep and submit to the Department of Public Safety & Justice Services Program Officer for FY2010 Urban Area Security Initiative (UASI) Grant daily attendance records. The **CONTRACTOR** will provide course materials (supplied by DHS/FEMA through New Mexico Tech).

All work performed will be in accordance with the specifications and to the satisfaction and acceptance of Public Safety Grants Administration. The **CONTRACTOR** hereby covenants and agrees that he/she has full knowledge of the conditions relative to the performance contemplated by this Contract and made an essential part thereof, and that the affixing of his signature hereto shall constitute complete acceptance of and compliance with aforesaid specifications, and conditions.

II. TERM

This Contract shall be for a period commencing December 1, 2012 and shall remain in effect through April 1, 2013. All work performed will be in accordance with the specifications and to the satisfaction and acceptance of the Department of Public Safety & Justice Services, Public Safety Grants Administration, of Cuyahoga County, Ohio. The **COUNTY** reserves the right to cancel this Contract at

any time for any reason and stop payment immediately. The **CONTRACTOR** reserves the right to terminate this Contract by submitting written notification with a minimum of fourteen (14) days advance notice of the intent to terminate this Contract.

III. COMPENSATION

For the training services to be rendered under this Contract, **CONTRACTOR** shall be paid at the rate of \$200.00 per class. The total amount paid to **CONTRACTOR** under this Contract shall not exceed the amount of \$4,800.00. The **CONTRACTOR** will submit a final reimbursement request for services provided to the **COUNTY** no later than April 1, 2013.

IV. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that **CONTRACTOR** shall perform services under this Contract as an independent contractor and not as an employee of the **COUNTY** or Public Safety Grants Administration. It is understood and agreed that **CONTRACTOR** shall provide the services as course trainer in accordance with the schedule previously determined by OEM and the **CONTRACTOR**.

V. AGENTS AND ASSISTANTS

The **CONTRACTOR** agrees that there shall be no assignment of this Contract to any agents and/or subcontractors.

VI. CONFIDENTIALITY

The **CONTRACTOR** agrees that the projects outlined above may contain information that is privileged, confidential and exempt from disclosure. Any dissemination and/or distribution of confidential information are strictly prohibited and must have the prior approval of the Manager, Public Safety Grants Administration

VII. INDEMNITY

A. **CONTRACTOR** agrees that he will at all times indemnify and hold harmless the **COUNTY**, all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the **COUNTY** may hereinafter sustain, incur, or be required to pay by reason of any child/family/individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.

B. **CONTRACTOR** agrees to release, indemnify and to hold harmless the **COUNTY** and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the failure of **CONTRACTOR** to perform its duties and obligations under this contract.

VIII. MODIFICATIONS

By the mutual written consent of the **COUNTY** and the **CONTRACTOR** this Contract may be modified whenever such modifications are deemed necessary. Any such modifications to the Contract shall be reduced to writing, signed by both parties, and sent via the United States Postal Services, first class prepaid, to the following:

COUNTY:

Department of Public Safety & Justice Services
Public Safety Grants Administration
310 Lakeside Ave. Suite 750
Cleveland, Ohio 44113

CONTRACTOR:

David A. Sword
416 Stephanie Circle
Wadsworth, Ohio 44281

VI. SIGNATURES

By entering into this contract I agree on behalf of the contracting agent 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 provision 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 THEREOF, Cuyahoga County and the **CONTRACTOR** have entered into this Contract as of the day and year first written above.

CONTRACTOR:

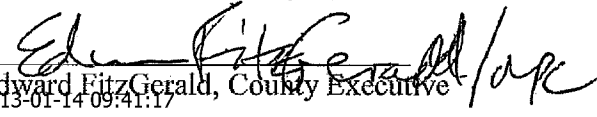
BY:


David A. Sword

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive

BY:


Edward FitzGerald, County Executive
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