

AGREEMENT

BY AND BETWEEN

COUNTY OF CUYAHOGA, OHIO AND CLEVELAND STATE UNIVERSITY

THIS AGREEMENT entered into this _____ day of _____, 2013, by and between the **COUNTY OF CUYAHOGA, OHIO** (hereinafter referred to as the "**COUNTY**"), and **CLEVELAND STATE UNIVERSITY** (hereinafter referred to as the "**PROVIDER**") a state-supported university and instrumentality of the State of Ohio established pursuant to Ohio Revised Code Section 3344 acting by and through its Board of Trustees, with a principal place of business address at 2121 Euclid Avenue, PH300, Cleveland OH 44115-2214:

WHEREAS, pursuant to the Violence Against Women Act, the Office on Violence against Women has approved the Grants to Encourage Arrest and Enforcement of Protection Orders Award for the use of funds to develop and strengthen effective law enforcement and prosecution strategies to combat violent crime against women and to develop and strengthen victim services in cases involving violent crime against women, and

WHEREAS, the Office on Violence against Women has awarded **COUNTY's** Witness/Victim Service Center a grant for implementation of the program as set forth in the application attached hereto, marked as EXHIBIT A, and incorporated herein,

WHEREAS the **COUNTY** finds it necessary to enter into an agreement with the **PROVIDER** for the amount not-to-exceed **\$51,847.00** in order to carry out the evaluation services for the Family Justice Center, as set forth in the attached EXHIBIT A,

WHEREAS, subject to the terms and conditions set forth in this agreement, this agreement shall extend from **January 15, 2013 through March 31, 2014**, unless terminated in accordance with the terms and conditions set forth in this agreement,

NOW, THEREFORE, all parties agree as follows:

1. **PROVIDER** agrees to perform all evaluation activities associated with the Family Justice Center, as set forth in EXHIBIT A, including both process and outcome measures.
2. **PROVIDER** shall invoice **COUNTY** on a quarterly basis for payment of staff time and indirect costs, pursuant to EXHIBIT B.
3. **COUNTY** will process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices shall be mailed to:

Cuyahoga County Public Safety & Justice Services
Attn: Nancy Veley
310 W. Lakeside Avenue - Suite 300
Cleveland, Ohio 44113

4. This agreement represents the entire integrated agreement between **COUNTY** and **PROVIDER** and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this agreement may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.
 5. This agreement may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by **COUNTY**.
 6. Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this agreement and its exhibits. **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the services as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this agreement shall cease, except that **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.
- COUNTY** reserves the right to terminate this agreement, for any reason, as a result of **PROVIDER's** failure to perform all contract deliverables as specified in this Contract. Under no circumstances shall **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this Contract.

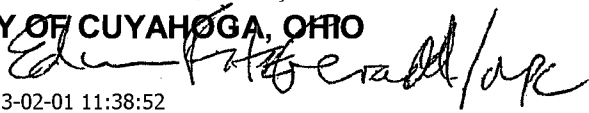
IN WITNESS THEREOF, the COUNTY OF CUYAHOGA, OHIO and
CLEVELAND STATE UNIVERSITY caused this Contract to be executed this
_____ day of _____, 2013.

CLEVELAND STATE UNIVERSITY

By:  12/20/2012
Craig M. Zullig, MBA
Director, Office of Sponsored Programs & Research

Edward FitzGerald, County Executive

COUNTY OF CUYAHOGA, OHIO

By:  2013-02-01 11:38:52
Edward FitzGerald, County Executive