

CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
RADIO DISNEY GROUP, LLC

THIS CONTRACT ("Contract") made and entered into this _____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (the "County") on behalf of the Department of Public Safety and Justice Services and Radio Disney Group, LLC, a licensee of WWMK-AM, a Delaware limited liability company (the "Provider" or "Radio Disney").

WITNESSETH THAT:

WHEREAS the County and Provider enter into this Contract in order to for the County to receive a comprehensive program targeted to County students to increase awareness of the Northeast Ohio Regional Fusion Center and their programs by way of on air messaging and in-school events for the period commencing **October 1, 2013** and ending no later than **March 31, 2014**.

NOW THEREFORE, the parties hereby agree as follows:

I SCOPE OF SERVICES

By execution of this Contract, the County and the Provider agree to be bound by this Contract as follows:

1. Provider's Responsibilities

The Provider shall design a comprehensive campaign targeted to County students to increase awareness of the Northeast Ohio Regional Fusion Center and their programs by way of on-air messaging and in-school events. The campaign shall include the following elements:

a. Media

From October 2013 to January 2014, the Provider (i) shall air 150 branding commercials, each commercial lasting approximately 30 seconds in length, and (ii) shall provide inclusion on Disney On-line guaranteeing 100,000 geo targeted impressions.

b. Activation

Radio Disney shall provide (i) Radio Disney Road Crew appearances at four (4) schools in northeast Ohio, each appearance being approximately sixty (60) minutes in length and (ii) photo re-cap of all Radio Disney events.

2. Cuyahoga County's Responsibilities

- a. Copy points for commercials;
- b. Literature for distribution;
- c. Staff at in school appearances, if desired;
- d. High-res logo;
- e. Fully discharge all advertising agency commissions, if any.

II CONTRACT AMOUNT

The County shall pay the Provider for services described in Section I an amount **not-to-exceed Twenty Thousand Dollars and 0 Cents (\$20,000.00)**. Payment shall be made within thirty (30) days following the receipt of a detailed, documented invoice of services from the Provider.

The County may withhold reimbursements, if the Provider is determined to be in non-compliance status with Federal, State and /or County requirements, regulations and conditions and written notification of this non-compliance is submitted to the Provider; provided the County shall release all reimbursements to the Provider for the work performed once the Provider is no longer in non-compliance status.

III AVAILABILITY

None of the work or services covered by this Contract shall be subcontracted without prior written approval of the County, which consent shall not be unreasonably withheld.

IV TERM

This Contract will commence on October 1, 2013, and unless sooner terminated or canceled pursuant to the terms of this Contract, shall terminate on March 31, 2014.

V TERMINATION

A. FOR CAUSE: If either party materially breaches any term of this Contract, the non-breaching party reserves the right to immediately suspend performance and supply written notice of an intent to terminate to the breaching party. The breaching party shall have 30 calendar days to cure the breach from the date of its receipt of the notice of breach. If the breaching party fails to cure the breach within 30 calendar days, the non-breaching party shall have the right to terminate this Contract for cause effective upon the end of such 30 day period by written notice to the non-breaching party.

VI MODIFICATIONS

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

VII NOTICES

Any reports, notices, invoices or communications required in this Contract shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY:

Jerry Mullins
Cuyahoga County Det. of Public Safety and Justice
Services
310 W. Lakeside Ave., Suite 300
Cleveland, Ohio 44113
Telephone: (216) 698-6462

Agency:

Lindsay Hummer
Station Manager, Radio Disney
Cleveland, OH
Telephone: 440-746-1010 x228

Or at such other address as may be designated by written notice.

VIII NON-DISCRIMINATION

The parties agree to exercise their rights and perform their obligations hereunder without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, the extent required by law. The parties agree that discrimination and affirmation action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of the Labor in Title 41, Part 60 of the Code of Federal regulations, are incorporated herein.

IX PREEMPTION

County understands that, notwithstanding anything to the contrary in this Contract, (i) the Provider reserves the right to partially or totally preempt the program time of any commercial or announcement for broadcasting for reasons of force majeure and/or in order to air a special program or an event or any announcement deemed by the Provider

to be of public importance, in which case the Provider shall offer a make good, to occur within thirty (30) days in the same or comparable day part, and (ii) the Provider reserves the right to refuse to accept for broadcasting/distribution and to refuse to broadcast/distribute any material which does not, in its judgment, conform to the public interest or to the Provider's policies, standards and practices (including its Broadcast Standards and Practices) or which, in the reasonable opinion of the Provider, may violate the rights of others.

X TRADEMARK; LICENSE

County grants Provider the right to use its trademarks, names and logos solely as necessary to fulfill Provider's promotional obligations hereunder and subject to the County's prior review and approval. County may not use Provider's or its parent, subsidiary or affiliate companies' trademarks, names or logos absent prior review and written approval of Provider in each instance, which approval may be withheld in Provider's sole discretion.

XI INDEMNIFICATION

A. The PROVIDER agrees to indemnify and hold harmless and defend Cuyahoga County elected officials, and all other persons or organizations cooperating in the conducts of the program, and their employees, agents, and officers (each of which persons and organizations in hereinafter called an "indemnity") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with bodily injury (including death) or damage to any real or tangible property resulting from, or in any way connected with the negligent or wrongful acts of PROVIDER in its performance or failure to perform its obligations hereunder including without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

B. The indemnification terms in the Section shall survive termination of this Agreement.

XII NO INDEMNIFICATION BY COUNTY

The Provider acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between the Provider and the County may be interpreted to obligate the County to indemnify or defend the Provider or any other party.

XIII GOVERNING LAW AND JURISDICTION

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. The parties hereby agree not to challenge this Governing Law and Jurisdiction provision, and further agree not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XIV COMPLIANCE WITH THE LAW

The Provider and the County each agrees to perform its obligations and exercise its rights hereunder in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XV ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the agreement between the parties concerning its subject matter and supersedes any prior contemporaneous oral or written contracts or agreements. This Contract shall not be amended, except by written instrument signed by both parties.

XVI. INSURANCE REQUIREMENTS

The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Provider required for this Contract with the exception of workers' compensation and employers' liability insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i)

A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County. In the event the insurance carrier cannot provide the required notice of cancellation, the Consultant shall provide to the County written notice of cancellation within five (5) days after the receipt of notice from the insurance provider.

2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

4. The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to

products, services, work and/or operations performed in connection with this Contract.

In the event the Contract is extended, the County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County

5. The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

XVII. APPLICABLE COUNTY ORDINANCES

All contracts with the County, including this Contract, are subject to all applicable laws, ordinances, resolutions, regulations, rules and policies of the County, including but not limited to the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance, the Cuyahoga County Contracting and Purchasing Procedures Ordinance, and the Cuyahoga County Debarment Law, Procedures and Review Board Ordinance. Copies of all County ordinances are available at the County Council website at <http://council.cuyahogacounty.us>.

XVIII. ETHICS REQUIREMENTS

The Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Provider. The Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us>.

XIX. PUBLIC RECORDS LAW

This Contract shall be considered a public record under the Ohio Public Records Act ORC 149.43, and shall be available for inspection and copying by the public.

XX. PROHIBITION ON ASSIGNMENT

The Provider may not assign, directly or indirectly, all or part of its rights or obligations under this Contract without prior written consent from the County; provided however, that the Provider may assign this Contract and all of its rights and obligations hereunder to any party acquiring all or any portion of the Provider's radio or television business, or to any entity controlling the Provider, controlled by the Provider, or under common control with the Provider, provided that Provider notifies the County within 10 days of such assignment.

XXI. SUCCESSORS AND ASSIGNS

All terms, covenants, conditions and provisions of this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, and permitted successors in interest and assigns.

XXII. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which together shall constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

In the event that any signature is delivered by facsimile transmission, by email delivery of a ".pdf" format data file, or by uploading of a ".pdf" format data file on the County's website, such signatures shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

XXIII. ELECTRONIC SIGNATURE

By entering into this Contract, Provider agrees on behalf of the contracting or submitting business entity, officers, employees, subcontractors, sub grantees, 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 signature affixed by to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Provider also agrees on behalf of the aforementioned entities and persons to be bounded by the provisions of chapter 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 Provider have executed and delivered this Contract as of the date first written above.

Edward FitzGerald, County Executive

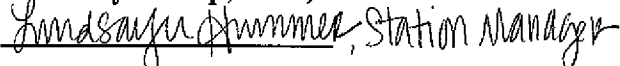
COUNTY OF CUYAHOGA, OHIO

BY:


Edward FitzGerald, County Executive

Radio Disney Group, LLC, a licensee of WWMK-AM

BY:


Lindsay Hummer, Station Manager