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**AGREEMENT  
between the  
COUNTY OF SUMMIT  
and the  
SUMMIT COUNTY HEALTH DISTRICT**

**Grant for assisting  
METROPOLITAN MEDICAL RESPONSE SYSTEMS COORDINATOR**

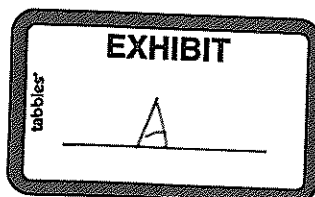
THIS AGREEMENT is dated and effective as of the date last signed by and between the County of Summit (the "COUNTY"), as authorized by County Council Resolution No. \_\_\_\_\_, and the Summit County Health District, with its principal place of business located at 1100 Graham Road Circle, Cuyahoga Falls, Ohio 44224 (the "GRANTEE").

WITNESSETH:

WHEREAS, the mission of the Summit County Health District is to protect and promote the health of the entire community through programs and activities designed to address the safety, health and well being of the people who live in Summit County and create a healthful environment and ensure the accessibility of health services to those individuals; and

WHEREAS, there are federal funds available to support the mission of the Summit County Health District through the Metropolitan Medical Response System Grant Program, which provides funding to designated localities to assist in writing plans, developing training, purchasing equipment and pharmaceuticals, and conducting exercises to respond to a Chemical, Biological, Radiological, Nuclear or Explosive Devises (CBRNE) event during the first hours of a response until significant external assistance can arrive and become operational; and

WHEREAS, as part of its CBRNE planning and response, the Summit County Health District utilizes a MMRS Coordinator, to assist in establishing linkages among emergency responders, medical treatment resources, public health departments, (Summit County) emergency management office, volunteer organizations, and other local elements working together to reduce the mortality and morbidity that would result from a catastrophic incident\*" in Summit County (\*FY08 MMRS Grant Guidance); and



WHEREAS, the Summit County Health District seeks to employ a MMRS Coordinator to facilitate the efforts of the MMRS scope of work,

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. Purpose: The COUNTY agrees to provide GRANTEE with a capital grant in the amount of Forty-Three Thousand Three Hundred Ninety-Eight dollars and Fourteen cents (\$43,398.14) in order to employ a MMRS Coordinator for the calendar year 2010.

SECTION 2. Termination; Recoupment: Upon the breach of any term of this Agreement by the GRANTEE, the COUNTY has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the COUNTY; and take all other actions available under Ohio law.

SECTION 3. Dissolution: If for any reason, the GRANTEE ceases operation of the Project; the COUNTY has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the COUNTY remaining in the GRANTEE'S possession or control.

SECTION 4. Prevailing Wage: If required by law, GRANTEE agrees to pay prevailing wages to employees in accordance with Ohio Revised Code Chapter 4115, as amended, and agrees to promptly provide the COUNTY with full and complete documentation of payment records.

SECTION 5. Non-Discrimination: The GRANTEE agrees that its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin or disability, and shall comply with all federal, State of Ohio and COUNTY non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 6. Safety Requirements: The GRANTEE agrees that its employees, agents,

representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the Project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment.

SECTION 7. Worker's Compensation: The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement and the Project.

SECTION 8. Payments: The COUNTY shall provide the GRANTEE with payment, made in one lump sum, upon the receipt of proof that the balance of funds required for the operation of the Project has been received or pledged from other sources.

SECTION 9. Accountability for Grant Money: The GRANTEE must maintain effective internal control and accountability for all grant cash and other assets. All grant money must be only used for the purpose authorized in this Agreement.

SECTION 10. Reports and Records: The GRANTEE agrees to maintain and provide to the COUNTY upon demand the following reports and records:

- a. Accounting and fiscal records adequate to allow the COUNTY and/or State of Ohio to audit and verify that the funds provided under this Agreement are used for the purpose(s) stated in this Agreement.
- b. Other records and reports as required by the COUNTY to enable it to comply with local, state, and federal statutes and regulations.
- c. The GRANTEE shall maintain all records related to this Agreement for three (3) years after the COUNTY makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year (3-year) period, the GRANTEE shall retain the records

until completion of the action and all issues which arise from it or until the end of the three-year (3-year) period, whichever is later.

The COUNTY shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 11. Building Permits: The GRANTEE agrees to secure any applicable building permits and construct the improvements in compliance with any applicable building codes required for the Project.

SECTION 12. County Ordinances: The GRANTEE agrees to abide by the terms and conditions of the Codified Ordinances of the County of Summit, as amended, which are hereby incorporated in this Agreement as if fully rewritten and as related to the Project.

SECTION 13. Federal, State and Local Laws: The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Agreement and the Project.

SECTION 14. Release: The COUNTY and GRANTEE are governmental entities entitled to the indemnification provisions provided by O.R.C. 2744. In addition, GRANTEE agrees to release, forever discharge and will not assert against the COUNTY any claims or causes of action for liability of any kind or nature (including but not limited to negligence) arising from or related to this Agreement and the Project. This release, forever discharge and covenant not to sue provision shall survive the termination of this Agreement.

SECTION 15. Independent Contractor: Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE is at all times an independent contractor with respect to its performance under this Agreement.

SECTION 16. Insurance: The GRANTEE is responsible for providing their own liability insurance

or self-insurance coverage and Workers Compensation coverage. The COUNTY is not responsible for any type of insurance coverage or Workers' Compensation coverage related to this Agreement or the Project.

SECTION 17. Successors and Assignment: The COUNTY and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Agreement. Neither the COUNTY nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 18. Notices: Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 19. Law of Ohio: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Agreement shall be brought solely and exclusively in the Summit County Court of Common Pleas.

SECTION 20. Entire Agreement, Modification and Severability: This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement which shall be severable.

SECTION 21. Public Recognition of County Support: The GRANTEE agrees to recognize the COUNTY on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published material about this grant, the COUNTY shall be included on any and all mailing distributions.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed in duplicate on the day and year first above written.

WITNESSED BY:

**GRANTEE:**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness:

WITNESSED BY:

**COUNTY OF SUMMIT**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
By: Russell M. Pry  
EXECUTIVE

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Richard E. Dobbins, Director  
DEPARTMENT OF LAW