

**AMENDMENT TO A CUYAHOGA COUNTY CONTRACT  
AMENDMENT NO. 2**

In consideration of the mutual promises in the Contract Agreement by and between the County of Cuyahoga, Ohio, on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development (hereinafter referred to as the "DEPARTMENT"), and, **Linking Employment, Abilities & Potential**, a corporation not-for-profit, with principal offices located at 2545 Lorain Ave.; Cleveland, Oh. 44113 (the "PROVIDER"), entered into **April 16, 2012**, Cuyahoga County Contract No. **CE1200195-01**.

**Whereas**, the PROVIDER has provided the services referred to in this Contract since March 1, 2012, and

**Whereas**, in order to continue to provide necessary and mandated employment services benefiting disabled adult workers in Cuyahoga County, an amendment to the aforementioned Contract is necessary:

NOW THEREFORE, THE FOLLOWING AMENDMENT TO THE AFOREMENTIONED CONTRACT IS HEREBY AGREED TO by and between the parties hereto as follows:

- I. That the reason for this amendment is to extend the period of performance. The contract end date is extended from **July 1, 2013** to **June 30, 2014**. Total payments for this period will not exceed **\$378,000.00**. This amendment represents an increase of **\$177,000.00** for the continued provision of services under Disability Employment Initiative Grant for people with disabilities that are registered in the Employment Connection system as eligible WIA participant for the period **July 1, 2013** through **June 30, 2014**.
- II. Attachment A reflects the amended WIA Budget Summary for the period **July 1, 2013** through **June 30, 2014**.
- III **TERMINATION OF AGREEMENT:**

The COUNTY, the DEPARTMENT and the EMPLOYER shall have the right to terminate this Agreement for any reason, including failure to make adequate progress toward project deliverables, subject to the conditions defined in this section. In the event that this Agreement is terminated by the COUNTY, written notice shall be given to the EMPLOYER. The EMPLOYER shall provide all services and products required by the agreement to the date of termination. Under no circumstances shall the COUNTY be responsible for any type of penalty payment upon cancellation of this Agreement. The EMPLOYER shall, however, be paid for the cost of all materials and services rendered and unreimbursed to the date of termination by either

party.

#### **IV INDEMNITY:**

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

#### **Insurance Requirements**

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

The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

- 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.

#### **Requirements for All Insurance Coverage**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
  - i) Thirty (30) days prior notice of cancellation or material change;
  - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
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 Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor 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.
5. 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.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The Contractor 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.

#### **Governing Law/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. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga

County for any reason.

**Annual Appropriations**

***For contracts in excess of \$50,000.***

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

**V ELECTRONIC SIGNATURE:**

THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT 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. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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 have executed this Contract as of the first date below written.

**LINKING EMPLOYMENT, ABILITIES & POTENTIAL**

BY: 

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

BY: 

2013-12-12 11:42:38

Edward FitzGerald, County Executive

ATTACHMENT A

**BUDGET SUMMARY  
LINKING EMPLOYMENT, ABILITIES & POTENTIAL**

	<b>7/1/13-6/30/14</b>
<b>1 <u>STAFF COSTS:</u></b>	
A. Salaries	36,591
B. Payroll Related Expenses	6,205
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TOTAL STAFF COSTS	42,796
<b>2 <u>OPERATIONAL COSTS</u></b>	
A. Travel	5,000
B. Consumable Supplies	538
C. Occupancy	4,958
D. Indirect Costs	24,550
E. Supportive Services	21,800
F. Other Miscellaneous (Itemize)	191,500
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TOTAL OPERATIONAL COSTS	\$248,346
<b>3 <u>EQUIPMENT COSTS:</u></b>	
A. Small Equipment Purchase	-
B. Leased and Rental Equipment	-
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<b><u>TOTAL EQUIPMENT COSTS</u></b>	\$ -
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<b>TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES:</b>	<b><u>\$291,142</u></b>

Note: The total amount includes a carryover of \$114,142 from last year's budget.