

CUYAHOGA JOB AND FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT

WITH

UNITED WAY OF GREATER CLEVELAND

AMENDMENT NO. 2

THIS CONTRACT AMENDMENT made and entered into this ____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of Cuyahoga Job and Family Services (the "Agency") and United Way of Greater Cleveland, a nonprofit corporation with principal offices located at 1331 Euclid Avenue, Cleveland, Ohio 44115, (the "Provider").

WITNESSETH:

WHEREAS, in order to continue to provide an Emergency Food Purchase for Cuyahoga Residents, amendments to Contract Encumbrance No. CE-1200211-01 are necessary:

THEREFORE, the following amendments to the aforementioned Contract are agreed to by and between the parties hereto, as follows:

1. That the reason for this amendment is to extend the period of performance and to amend the contract amount to provide for the continuation of services.
2. That Paragraph I (Term) is hereby amended by extending the end date of the contract from December 31, 2013 to December 31, 2014.
3. That the amount of the contract is amended by \$1,095,450.00 from \$1,917,037.50 to \$3,012,487.50. Revised Budget Exhibit II is attached.
4. That the effective date of this amendment is January 1, 2014.
5. 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.

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;

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

6. **Requirements for All Insurance Coverage**

a. 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.

- b. 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.
- c. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

7. Indemnification

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 a 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.

8. **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.

9. **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.

10. **Applicable County Ordinances Apply**

All Contracts in which the County is a party, including this Contract, are subject to all applicable County Ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance and the Cuyahoga County Contracting and Purchasing Procedures Ordinance. During the term of this contract, including any extensions, all parties shall remain in compliance with all applicable County Ordinances and may access copies of all County ordinances on the Cuyahoga County Council's website at <http://council.cuyahogacounty.us/>.

11. **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.

All other "Terms and Conditions" and EXHIBITS of the aforementioned Contract Agreement remain as originally written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY:

Eden FitzGerald/apc
Edward FitzGerald, County Executive

UNITED WAY OF GREATER CLEVELAND

BY:

William J. [Signature]

Date

10/4/13

EXHIBIT II

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for the costs to provide administrative oversight and food purchases as described in the statement of work in an amount not to exceed **\$1,095,450.00.**

- I. Cuyahoga Job and Family Services agrees to reimburse the Provider for the costs incurred to provide emergency food procurement and oversight services as follows:

A. Food purchases in the amount of **\$1,090,000.00.**

B. Administrative costs in the amount of **\$5,450.00** for the term of the contract.

To receive reimbursement for these costs, an invoice must be submitted that details the actual expenses incurred with appropriate supporting documentation.

- II. The Provider agrees that the services being contracted for are not available from their agency on a non-reimbursable basis for less than the unit rate and that the level of service to public assistance and food assistance recipients is guaranteed.
- III. The Provider understands that failure to comply with these provisions may result in returning any funds received from EFS that were in violation of any of the provisions contained above.
- IV. For payment processing, an invoice shall be submitted by the 15th of the month following the month services were provided. All invoices must be submitted to:

Cuyahoga Job and Family Services
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Attn: Larry Ganim, Contract Specialist
Ph; (216) 987-8242; Fax (216) 987-7090
Email **ganiml@odjfs.state.oh.us**