

CLEVELAND PUBLIC LIBRARY

Finance Committee

January 19, 2016

**RESOLUTION AUTHORIZING AGREEMENT WITH CLEVELAND
NEIGHBORHOOD PROGRESS INC FOR FINANCIAL CONSULTING
SERVICES THROUGH ITS COMMUNITY FINANCIAL CENTER PROGRAM**

WHEREAS, Cleveland Neighborhood Progress, Inc. offers services through its Community Financial Centers Program, whereby professionals provide advice and guidance regarding financial planning and management; and

WHEREAS, On October 14, 2014, the Board of Trustees of the Cleveland Public Library authorized the Library to enter into a one (1) year contract with Cleveland Neighborhood Progress, Inc. which expired on January 4, 2016; and

WHEREAS, The Executive Director would like to continue to offer financial planning services through Community Financial Centers to Cleveland Public Library employees at no cost to them as a part of the Library's employee assistance program, and would also like to expand the availability of the services to Cleveland Public Library patrons as well at no cost; and

WHEREAS, Cleveland Neighborhood Progress, Inc. has proposed to provide these services again for a period of one (1) year at the cost of Thirty-Five Thousand Dollars (\$35,000); now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director CEO or his designee to enter into an agreement with Cleveland Neighborhood Progress, Inc. for financial planning and management services for the employees and patrons of the Cleveland Public Library through its Community Financial Centers for a period of one year at the cost of Thirty-Five Thousand Dollars (\$35,000) with the expenditure being charged to General Fund Account 11510053-53710 (Professional Services). The Agreement shall be subject to the review and approval of the Chief Legal Officer.

**AGREEMENT BETWEEN CLEVELAND NEIGHBORHOOD PROGRESS
AND THE CLEVELAND PUBLIC LIBRARY FOR
COMMUNITY FINANCIAL CENTERS SERVICES**

This Agreement is made and entered by and between Neighborhood Progress, Inc. d/b/a **CLEVELAND NEIGHBORHOOD PROGRESS** ("CNP"), an Ohio non-profit corporation with a principal place of business at 11327 Shaker Blvd, Suite 500W, Cleveland, Ohio 44104, and the **BOARD OF TRUSTEES OF THE CLEVELAND PUBLIC LIBRARY**, with a principal place of business at 325 Superior Avenue, Cleveland, Ohio 44114 ("**CPL**") (collectively, the "Parties"), on this ____ day of _____, 2016.

RECITALS

WHEREAS, Cleveland Neighborhood Progress offers a Community Financial Centers initiative whereby trained financial service professionals work to create economic self-sufficiency across communities through financial planning and management, education, budgeting instruction, referrals, and access to affordable banking products, tools and services;

WHEREAS, the Library engaged the services of CNP to offer its Community Financial Center program for Library employees during the 2015 calendar year, and has asked CNP to submit a proposal for the 2016 calendar year;

WHEREAS, CNP has submitted a proposal to the Library in an amount not-to-exceed \$35,000 to provide these financial consulting services to up to 200 employees and patrons of the Library over the period of one year;

WHEREAS, the Library would like to engage the services of CNP to provide the services described in its proposal;

NOW THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the Library and CNP hereby agree as follows:

1. **Scope of Services.**

- 1.1. **Community Financial Centers Services.** CNP, through its Community Financial Centers initiative, shall provide financial planning and management services to a maximum of 200 Library employees and patrons, and shall provide certain deliverables, all of which are more fully described in CNP's proposal which is attached hereto and incorporated herein as Exhibit "A". CNP shall not, however, provide any of the "benchmark incentives" as described in the Scope of Work contained on the first page of Exhibit "A". In the event of any conflicts between the terms of Exhibit "A" and this Agreement, this Agreement shall prevail. All services shall be free of charge to the Library's employees and patrons.

- 1.2. **Standard of Care.** CNP's employees and agents shall exercise the standard of care and diligence in the rendition of all services under this Agreement in accordance with the level of care and skill ordinarily exercised by members of the same profession with equivalent expertise and experience with similar projects currently practicing in their respective fields.
- 1.3. **Location of Services.** CNP shall provide the services described in Section 1.1 above at the following Library facilities:
 - 1.3.1. **Main Downtown Library**
325 Superior Avenue
Cleveland, Ohio 44114
 - 1.3.2. **Lakeshore Facility**
17109 Lake Shore Boulevard
Cleveland, Ohio 44110
 - 1.3.3. **West Park Branch**
3805 West 157th Street
Cleveland, Ohio 44111
 - 1.3.4. **South Brooklyn Branch**
4303 Pearl Road
Cleveland, Ohio 44109
 - 1.3.5. **Martin Luther King, Jr. Branch**
1962 Stokes Boulevard
Cleveland, Ohio 44106
 - 1.3.6. **Harvard-Lee Branch**
16918 Harvard Avenue
Cleveland, Ohio 44128
 - 1.3.7. **Collinwood Branch**
856 East 152nd Street
Cleveland, Ohio 44110

In addition to the seven locations listed above, CNP shall, upon request, provide the services described in Section 1.1 to Library employees at any other Library branch.

2. **Library's Responsibilities.** The Library agrees to provide a point person to provide access to staff, information and resources to CNP, and to support the project as may be reasonably required in order to assist CNP in providing services under this Agreement.

3. **Term of Agreement.** This Agreement and the services described in Exhibit "A" shall commence on January 5, 2016 and shall terminate on January 4, 2017, unless extended by agreement of the Parties or unless terminated earlier pursuant to Section 10 of this Agreement.

4. **Compensation.** CNP shall provide the services described in Exhibit "A" for the total fee of Thirty-Five Thousand Dollars (\$35,000.00), which sum includes all reimbursables and out-of-pocket expenses. CNP shall be solely responsible for any sales or other taxes imposed upon the compensation. The Library shall provide CNP with an appropriate certification of the Library's sales tax exemption upon request.

5. **Payments.** The Library will pay CNP in monthly installments in the amount of Three Thousand Dollars (\$3,000.00) per month for the first eleven (11) months, and Two Thousand Dollars (\$2,000.00) for the twelfth month. CNP shall submit an invoice to the Library for each installment and the Library shall remit payment no later than thirty (30) days after receipt of the invoice.

6. **Compliance with Applicable Laws.** CNP shall observe and comply with all applicable rules, regulations, requirements, and directions of any governmental authority which may pertain to its activities under this Agreement.

7. **Indemnification.** CNP shall defend, hold harmless and indemnify the Board of Trustees of the Cleveland Public Library, its officers and employees, from and against any and all claims, demands, losses, costs, damages, expenses and liabilities, including reasonable attorney fees and costs, arising out of, or attributable to, CNP's negligence or the negligence of CNP's employees or agents in connection with services provided under this Agreement or breach of this Agreement. This provision shall survive the termination of this Agreement.

8. **Insurance.** At all times during the Term of this Agreement, CNP shall maintain, with a company authorized to do business in the State of Ohio, a professional liability insurance policy, including contractual liability coverage, in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate covering the services under this Agreement. Prior to the commencement of the term of this Agreement, CNP shall deliver to the Library a certificate of insurance to such policy (in form and substance acceptable to the Library), evidencing the insurance coverage required hereunder.

9. **Reporting.** CNP shall provide comprehensive monthly demographic reports to the Library with aggregate data indicating: (1) the number of employees who have obtained services during the prior month; (2) the number of patrons who have received services during the prior month; (3) the type of services obtained; and (4) the Library location where services were rendered. CNP shall also provide quarterly and annual reports as more fully described in Exhibit "A".

10. **Remedies and Termination of Agreement.** This Agreement may be terminated by the Library upon thirty (30) days' advance written notice to CNP. In the event the Agreement is terminated, the Library shall only be responsible to pay CNP for work performed through the date of termination on a pro-rata basis, unless the Agreement is terminated as a result of CNP's

default, in which case the Library is only obligated to pay CNP through the date of default as that date is determined by the Library. The right of termination is in addition to any rights and remedies which either party may have at law or in equity (which are declared to be cumulative and not exclusive).

11. **Assignment and Subcontracts.** CNP shall not subcontract, in whole or in part, any of the services to be provided under this Agreement, or assign or transfer any of its rights or obligations under this Agreement without first obtaining the prior written consent of the Library.

12. **Independent Contractor.** The Parties intend that CNP shall be an independent contractor and that nothing in this Agreement shall be deemed or construed as creating a principal, agent, partnership, joint venture, or exclusive dealing relationship between the Parties. CNP will be fully and solely responsible for the supervision, control, performance, compensation, benefits, withholdings, and workers compensation coverage of any of its employees and agents. CNP agrees that its employees and agents are not "public employees "for purposes of membership in the Ohio Public Employees Retirement System.

13. **Confidentiality.** CNP, its employees and agents, will maintain confidentiality related to information provided by the Library, its patrons and employees, and all communications between CNP's employees and the Library's patrons and employees shall be confidential. Confidential information includes patron-, employee-, and business-specific information acquired in the course of carrying out the terms of this Agreement. CNP shall immediately forward to the Library any requests for release of public records that it receives for documents related to the services under this Agreement, and CNP shall await for instructions from the Library before releasing any records.

14. **Record Retention/Audit.** CNP shall maintain all records with respect to the matters covered by this Agreement for a period of three (3) years after receipt of the final payment under this Agreement. If requested, CNP shall provide the Library access during normal business hours to all books, accounts, records, reports, files and other papers or property of CNP that pertain to the compensation received under this Agreement at any time during the term and for a period of three years thereafter.

15. **Equal Opportunity.** CNP will not discriminate in its employment practices on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

16. **Choice of Law.** This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Ohio.

17. **Waiver.** No failure on the part of either party to exercise and no delay in exercising any right, power or privilege, hereunder, operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege, hereunder, preclude any other or further exercise thereof; or the exercise of any other right, power or privilege.

