

## AMENDMENT TO AGREEMENT

Dated July 12, 2011

By and Between

CUYAHOGA COUNTY, OHIO

City of Lakewood

This Amendatory Agreement made and entered into this 9th day of September, 2013 by and between the Cuyahoga County, Ohio (the "County"), on behalf of the Department of Development and the City of Lakewood a Political Subdivision with principle office located at 12650 Detroit Avenue, Lakewood, Ohio 44107 ("the Provider").

WITNESSETH:

WHEREAS, the County and the City of Lakewood entered into Agreement #AG1100134-01 dated July 12, 2011 (hereinafter called the "Agreement") whereby the Political Subdivision was awarded \$250,000 in funds for an activity entitled Neighborhood Stabilization Program III Municipal Grant Program and

WHEREAS, the Agreement expires on December 31, 2013

WHEREAS, the amount of the Agreement reads \$250,000, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Political Subdivision hereby agree as follows:

1. Except as herein specifically amended, all terms used herein shall have the same meanings as in the Agreement.
2. Approved Budget – Budgetary Details and Additional Funds Timeline Budget shall be and is hereby changed to add additional FY2011 NSP III funds not to exceed the amount of \$49,500 to the budget. Increasing the agreement amount from \$250,000 to \$299,500 effective September 9, 2013.
3. Except as herein specifically amended, all of the terms and provisions contained in the agreement are hereby ratified and confirmed and said agreement is hereby incorporated to the same extent as if fully rewritten herein.

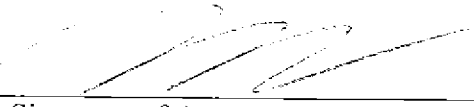
**ATTACHMENT**  
**AMENDED APPROVED BUDGET**  
**BUDGETARY DETAILS**

PROVIDER            City of Lakewood

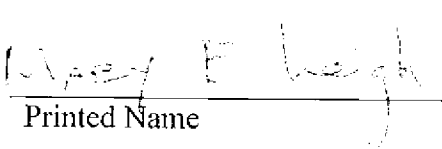
PROGRAM:           Neighborhood Stabilization Program III Municipal Grant Program

Budget for 7 months.

#	COST CATEGORIES	BUDGETED AMOUNT
1		
2		
3		
4		
5		
6		
7	Program Cost	\$299,500.00
	Total	\$299,500.00

  
Signature of Agency

10-29-13  
Date

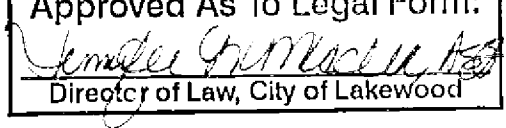
  
Printed Name

  
Title

Angela Henderson  
Prepared By

09/06/2013  
Date Prepared

Approved As To Legal Form:

  
Director of Law, City of Lakewood

The Provider or Provider's contractor 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.

1. **Mandatory Insurance Requirements**

The following items are all mandatory requirements unless otherwise specified.

(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).

(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.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

(d) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

## **Insurance Coverage Terms and Conditions**

1. The insurance policies of the Provider or Provider's contractor required for this contract 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 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.
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. The Provider and Provider's contractor, if any, 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.

By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its 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 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. I also agree on behalf of the aforementioned entities 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 County and City of Lakewood have caused this Amendment to Contract to be executed the day, month and year first above written.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY:

Edward FitzGerald  
Edward FitzGerald, County Executive

CITY OF LAKEWOOD

BY:

Michael J. Sumner  
Mayor

