

**First Amendment To Contract AG1300178**

**Dated October 04, 2013**

**By and Between  
County of Cuyahoga, Ohio  
And  
Cleveland Municipal Court**

This Amendatory Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Common Pleas Court and the Cuyahoga County Corrections Planning Board (the "Court") and Cleveland Municipal Court, a local government agency, with principal offices located at 1200 Ontario Street, Cleveland, Ohio 44113, for integration services for the Cleveland Municipal Court's Automated Telephone Reporting System.

**Witnesseth:**

Whereas, Cleveland Municipal Court entered into a Contract (Contracts and Purchasing Board Approval No. CPB2013-724) dated September 30, 2013 (hereinafter called "Contract") whereby Cleveland Municipal Court was awarded \$25,000 in funds for an activity entitled Automated Notification System Integration; and

Whereas, the Contract reads;

Cleveland Municipal Court agrees to provide said integration services, and to accept an award in the amount not to exceed \$25,000.00 in Community Corrections Act ("CCA") Grant funds for the period beginning August 1, 2013 and ending December 31, 2013;

Now, therefore, in consideration of the mutual covenants and contracts herein contained, Cleveland Municipal Court hereby agrees as follows:

1. Except as herein specifically amended, all terms used herein have the same meanings in the Contract.
2. The time period of the contract is extended from December 31, 2013 to February 28, 2014.

The Contract shall read:

\$25,000.00 for the time period August 1, 2013 through February 28, 2014

This amendment is necessary so that Cleveland Municipal Court may complete the automated notification system integration with Courtview.

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

5. Except as herein specifically amended, all of the terms and provisions contained in the Contract are hereby ratified and confirmed and said Contract is hereby incorporated to the same extent as if fully rewritten herein.

In witness whereof, the County and Cleveland Municipal Court have caused this Amendment to Contract to be executed the day, month and year first above written.

Ronald B. Adrine

Hon. Ronald B. Adrine  
Presiding & Administrative Judge  
Cleveland Municipal Court

1/9/2014

Date

Jerome Krakowski

Jerome Krakowski  
Chief Probation Officer  
Cleveland Municipal Court

1/2/14

Date

For The County of Cuyahoga: County Executive

Edward Fitzgerald

Edward Fitzgerald  
County Executive

Date

Gregory Popovich

Gregory Popovich  
Court Administrator  
Cuyahoga County, Common Pleas Court

12/21/2013

Date

Martin P. Murphy

Martin P. Murphy, Board Administrator  
Cuyahoga County Corrections Planning Board

1/9/2014

Date

The legal form and correctness  
of this Contract is hereby approved:  
Law Department  
County of Cuyahoga, Ohio  
Maleed G. Makhoul, Director of Law

SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR

Sarah D. Cammock

By:

Sarah D. Cammock, Assistant Director of Law

Date: