

RESOLUTION 099-2024

*Amending Agreement with Court of Common Pleas,
2024 Juvenile Court Division Community Diversion Program
and Declaring an Emergency*

Cuyahoga County, Ohio

Be It Resolved by the Township Trustees of Olmsted Township
that

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio that: the Olmsted Township Board of Trustees hereby execute the attached amended agreement with Cuyahoga County Court of Common Pleas, 2024 Juvenile Court Division Community Diversion Program Said Agreement is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 3rd day of October, 2024

Attest: Bruce W. Babbitt
Township Fiscal Officer

Rick J. Jr.
Thomas L. L.
Tom J. T.
Township Trustees

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
COMMUNITY DIVERSION PROGRAM
OLMSTED TOWNSHIP**

THIS AMENDMENT is entered into by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Division (hereinafter called the "COURT"), and Olmsted Township, a government entity, with principal offices located at 7900 Fitch Road, Olmsted Township, Ohio 44138 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR's services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP, to hear status, misdemeanor, and/or felony offense complaints that occur in Olmsted Township or are committed elsewhere by Olmsted Township residents.

NOW, THEREFORE, it is agreed that the CONTRACT by and between the COUNTY, the COURT, and the VENDOR for services to be rendered from January 1, 2024 through December 31, 2024, is hereby amended to include the following revisions:

- To extend the time period of the CONTRACT from December 31, 2024 to December 31, 2026.
- To increase the funds in the amount of **\$1,800.00** for the time period from January 1, 2025 through December 31, 2026 with half of said amount allocated to each calendar year. This changes the not-to-exceed value of the CONTRACT from \$1,200.00 to **\$3,000.00**.
- To replace the insurance requirements of the CONTRACT to the following:

VENDOR shall procure, maintain, and pay premiums for the insurance coverage and limits of liability up to the full amount of coverages as stated in all existing policies issued to the VENDOR as of the effective date of this AMENDMENT and at least in the amounts indicated below with respect to products, services, work and/or operations performed in connection with this CONTRACT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Worker's Compensation Insurance as statutorily required by the State of Ohio.

For vendors 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 no less than \$1,000,000 per accident for bodily injury or disease.

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 CG 00 01 or its equivalent. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this specific project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

This policy must include, or not specifically exclude, coverage for Sexual Abuse and Molestation in the same amount. This must be explicitly noted on the Certificate of Insurance.

C. Business Automobile Liability Insurance covering any auto (symbol 1), or if vendor has no owned autos, hired (symbol 8) and non-owned autos (symbol 9). 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) CA 00 01 form or its equivalent.

D. Umbrella/Excess Liability Insurance to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$2,000,000 each occurrence;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis and be provided on a true "following form" or broader coverage basis. Such insurance may also be used to meet the limit requirements of the underlying insurance, so long as the total limit provided by the contractor is equivalent to the limits required in this contract for both primary and excess/umbrella coverage.

E. Professional Liability Insurance/Errors & Omissions Liability Insurance appropriate to the vendor's profession providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical

professionals, legal and/or other professional services with a limit of liability not less than:

\$1,000,000 per occurrence;
\$2,000,000 aggregate.

F. Cyber Risk Insurance for all vendors. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$1,000,000 per occurrence;
\$1,000,000 aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

G. Insurance Coverage Terms and Conditions

1. Nothing in this CONTRACT shall be construed to be a waiver of defenses or immunities afforded to the COUNTY under applicable law.
2. The insurance policies of the VENDOR required for this CONTRACT, with the exception of Workers Compensation Liability, shall:
 - a. Name The County Of Cuyahoga, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
 - b. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
3. All insurance policies of the VENDOR required for this CONTRACT shall:
 - a. Provide that, for each insurance policy provided above, coverage shall not be canceled except with notice to the County of Cuyahoga.

- b. Grant the County of Cuyahoga a waiver of any right to subrogation which any insurer of said VENDOR may acquire against the County of Cuyahoga by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County of Cuyahoga has received a waiver of subrogation endorsement from the insurer.
 - c. Be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County of Cuyahoga, its officers, officials, employees, and volunteers for any claims related to this contract. Any insurance or self-insurance maintained by the County of Cuyahoga, its officers, officials, employees, or volunteers shall be excess of the VENDOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
 - d. Provide the County of Cuyahoga with a Certificates of Insurance evidencing these coverages; as well as reference and provide evidence (via physical policy endorsement) that each of the terms and conditions identified in section 1 have been met by the VENDOR and their respective insurer(s).
- 4. 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.
- 5. The terms of this CONTRACT shall be controlling and shall not be limited by any insurance policy provision.
- 6. These insurance provisions shall not affect or limit the liability of the VENDOR stated elsewhere in this CONTRACT or as provided by law.
- 7. VENDOR 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.
- 8. 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.

9. 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.
10. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this CONTRACT. Where Commercial General Liability is claims-made policy such General Liability policy shall provide coverage for claims arising out of the incidents that occur during the policy period, regardless of when claims are reported. The following language must be reflected on the Certificate of Insurance: "The General Liability policy shall provide coverage for claims arising out of the incidents that occur during the policy period, regardless of when claims are reported."
11. VENDOR shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect.
12. 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.
13. The Certificates of Insurance evidencing these coverages shall contain the following language where applicable:

"Cuyahoga County and its officials, officials, employees and volunteers, are additional insureds on a primary and non-contributory basis (coverage is primary and noncontributory)," and a "Waiver of Subrogation in favor of the County."

ELECTRONIC SIGNATURES – By entering into this CONTRACT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, or agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY or COURT signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY or COURT to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR 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 signatures, and to comply with the electronic signature policy of Cuyahoga County.

All other sections of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF, the COURT, the COUNTY, and the VENDOR have executed this AMENDMENT.

Cuyahoga County Court of Common Pleas, Juvenile Division

Timothy McDevitt

By: _____
Timothy McDevitt, Court Administrator
2024-Nov-05 12:05

County of Cuyahoga, Ohio

Chris Ronayne, County Executive
Chris Ronayne *RE*
By: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Order
No. EO2023-0003, dated July 6, 2023

Olmsted Township, Ohio

By: *Rey K*
Thomas L
Fay J