



Technical Advisory Committee
Cuyahoga County – Administrative HQ – 4th Floor
TAC Meeting Agenda
Room 6-119 / Voice Bridge
Friday, April 01, 2016 9:00 AM

1. Call to Order
2. Roll Call
3. Policy and Procedure Review
4. New Items

a. TAC2016-00001 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF APPLICATIONS

PURCHASE CRYSTAL REPORTS 2013 WINDOWS SOFTWARE

Department of Information Technology – Requesting the approval to purchase Crystal Reports 2013 Windows Software.

The amount will not exceed \$10,000.00

b. TAC2016-00002 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF HHS
GRADUATING FOSTER CHILDREN HARDWARE PURCHASE

Department of Information Technology - Division of HHS requesting approval to purchase ten (10) HP ProBooks for graduating foster children.

The amount will not exceed \$ 68,200.00

c. TAC2016-00003 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF APPLICATIONS

CONTRACT WITH KRIZMAN AND ASSOCIATES, LLC

Department of Information Technology - Division of Applications requesting the approval to enter into a contract with Krizman and Associates, LLC. For project management consulting services to assist with the County ERP project, Real Property Tax Project.

The amount will not exceed \$ 280,000.00

5. Other Business
6. Public Comment
7. Adjournment



QUOTE

DATE PURCHASE CRYSTAL REPORTS 2013 WINDOWS SOFTWARE
02/09/2016 0000904390

MNJ Technologies Direct, Inc.
1025 Busch Pkwy
Buffalo Grove, IL 60089-4504
(847) 634-0700

P.O.:
PRINTED: Feb 9, 2016 11:35 am
ORDERED BY: NEALE BELCHER

SALESPERSON: Jimmy Lochner
EMAIL: jlochner@mnjtech.com
PHONE NO: (847) 876-8841 EXT: 8341

BILL TO: (00-5003985)
CUYAHOGA COUNTY ISC
2079 EAST 9TH ST, FL 3
ATTN: FISCAL OFFICE / FINANCIAL REPORTI
Cleveland, OH 44115

SHIP TO: (SHIP)
CUYAHOGA COUNTY ISC
2079 E 9TH ST, FL 6
216-443-8007
Cleveland, OH 44115

ATTN:

ATTN: NEALE BELCHER
Phn: 2164437267
Email: nbelcher@cuyahogacounty.us

LN	PRODUCT	QTY	ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)
1	MNJ10383153	10		Crystal Reports 2013 Windows MFG PART NO. :7016463-GOVED	381.00	3,810.00
2	MNJ10383119	1		Crystal Reports 10 CAL Server MFG PART NO. :7016430-GOVED	1,990.00	1,990.00
						Net Order: \$5,800.00
						Sales Tax: \$0.00
						Shipping Charges: \$0.00
						Total: \$5,800.00
						Less Deposit: \$0.00
						Order Balance: \$5,800.00
Thanks for the opportunity. We appreciate all your business						
SHIP VIA		FOB		TERMS		
FEDEX GROUND				Net 30 Days		



Cuyahoga County Division of Children and Family Services
 3955 Euclid Avenue, Cleveland, Ohio 44115
 (216) 431-4500
 24-Hour Children's Hotline 696-KIDS (5437)
 Ohio Relay Service (TTY) 711

Computer Items for 2016 H.S. Graduates (RE: Youth Aging out of Cuyahoga County Care)

Post High School Job and Educational Items that include Laptops, printers, and USBs are being requested for youth who are aging out of foster care in 2016. Youth are incentivized to participate, excel, and move on to higher education and job opportunities beyond high school. Youth who obtain their high school diploma or GED will receive these items. Like other counties, including Stark and Hamilton, we utilize our TANF Allocation to provide this incentive. This incentive increases the desire, and therefore, the number of youth working to achieve their H.S. diploma or GED and equip them with needed tools for employment and higher education readiness. Youth look forward to this incentive. This is one component of the agency graduation rate excelling Cleveland Public School graduation rates over several years.

Children who age out of custody receive a laptop when they graduate from high school to assist them with their more intense independence:

- ✓ College prep
- ✓ Job prep/job search
- ✓ Gives them more time than the library usually allows (1 hour)
- ✓ Provides them another resource for life and connecting with other foster care alumni
- ✓ Allows them to easily connect with available resources and mentors for youth aging out of foster care. Aged out youth tend to be more transient due to lack of resources and these laptops allow them to remain in touch with resources, connections and mentors that they may otherwise lose contact with.
- ✓ The laptops also have MS Office, so they have the ability to work on assignments, journal and work like a "regular kid" with "regular" family supports.

Prior to starting this service, youth participating in post-secondary education struggled to keep up with class assignments.

Ex: S.S., who attends Cleveland State University, received a lap top after starting college. They reported having to stay late after hours at the library and utilizing other student's computers to keep up with their class work. It was a major inconvenience and they greatly appreciated the lap top provided. D.M. received a lap top and printer upon graduating high school and expressed being grateful for their lap top. D.M. is attending Brown Mackie College and recalls the heavy class load and how having D.M.'s own computer allowed D.M. to successfully keep up with assignments.

These students are putting forth the effort to be successful in life, despite having limited resources, social supports, and in many cases, zero biological family support. These tools, mentioned above, may normally be received from a biological family which can make a world of difference in their social, educational and employment success.

Mission Statement

The purpose of the Division of Children and Family Services is to assure that children at risk of abuse or neglect are protected and nurtured within a family and with the support of the community.

ZONES™

Connecting Business & Technology

3/3/2016

Bill To:

CUYAHOGA COUNTY A/P
FISCAL OFFICE-FINANCIAL REPORT
2079 EAST 9TH STREET
3RD FLOOR
CLEVELAND, OH 44115
Phone : (216) 443-8049

Ship To:

LARRY PATTERSON
CUYAHOGA COUNTY
DEPT OF INFO TECHNOLOGY
2079 EAST 9TH STREET
6TH FLOOR
CLEVELAND, OH 44115
USA

Account # 0071004120

Quote : K0252277
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
P.O. BOX 34740
SEATTLE WA 98124-1740

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL**

Dan Mrozek
Account Executive
Phone:(253) 288-6004
Fax:(253) 288-6504

Email: Dan.Mrozek@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
003342949-NEW	73	HP INC.	HP ProBook 440 G3 i5-6200U 8GB/500GB BT 14IN TOUCH W10P 64 1/1/0	T1B56UT#ABA	726.24	53015.52

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$53015.52

Estimated Sales Tax: \$0.00

FedEx Ground: \$0.00

Grand Total: \$53015.52Visit us on the web: <http://www.zones.com>

24 Mo. \$1 Out lease for 2444.55 per month

36 Mo. \$1 Out lease for 1685.89 per month

Please Note: Lease Amounts Exclude Tax

Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers.
RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

4 of 25**WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!**

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3/3/2016

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CUYAHOGA COUNTY A/P
FISCAL OFFICE-FINANCIAL REPORT
2079 EAST 9TH STREET
3RD FLOOR
CLEVELAND, OH 44115
Phone : (216) 443-8049

Ship To:

LARRY PATTERSON
CUYAHOGA COUNTY
DEPT OF INFO TECHNOLOGY
2079 EAST 9TH STREET
CLEVELAND, OH 44115
USA

Account # 0071004120

Quote : K0252284
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
P.O. BOX 34740
SEATTLE WA 98124-1740

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ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL**

Dan Mrozek
Account Executive
Phone:(253) 288-6004
Fax:(253) 288-6504

Email: Dan.Mrozek@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
002213991-NEW	91	HP INC.	HP Officejet Pro 6230 e-All-in-One (color)	E3E03A#B1H	68.06	6193.46

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Visit us on the web: <http://www.zones.com>**Sub-Total: \$6193.46**

Estimated Sales Tax: \$0.00

FedEx Ground: \$0.00

Grand Total: \$6193.46

24 Mo. \$1 Out lease for 310.79 per month

36 Mo. \$1 Out lease for 222.65 per month

Please Note: Lease Amounts Exclude Tax

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1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663



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3RD FLOOR
CLEVELAND, OH 44115
Phone : (216) 443-8049

Ship To:

LARRY PATTERSON
CUYAHOGA COUNTY
DEPT OF INFO TECHNOLOGY
2079 EAST 9TH STREET
CLEVELAND, OH 44115
USA

Account # 0071004120**Quote : K0252303****PO# :**

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
P.O. BOX 34740
SEATTLE WA 98124-1740

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VIA FAX OR EMAIL**

**Dan Mrozek
Account Executive
Phone:(253) 288-6004
Fax:(253) 288-6504**

Email: Dan.Mrozek@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
003079198-NEW	58	MICROSOFT CORPORATION	OFFICE HOME AND STUDENT 2016 DVD WIN NA ONLY MEDIALESS	79G-04368	135.18	7840.44
A 04032210	54	KINGSTON DIGITAL INC	Kingston 8GB USB 3.0 DataTraveler 100 G3	DT100G3/8GB	4.38	236.52
A 01450638	46	TARGUS	Targus 15.6in Messenger Notebook Case - Notebook carrying case - black	TCM004US	19.45	894.70

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$8971.66

Estimated Sales Tax: \$0.00

FedEx Ground: \$0.00

Grand Total: \$8971.66Visit us on the web: <http://www.zones.com>

24 Mo. \$1 Out lease for 450.20 per month

36 Mo. \$1 Out lease for 322.53 per month

Please Note: Lease Amounts Exclude Tax

Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663



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CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

Krizman and Associates, LLC

THIS CONTRACT (the "Contract") is made and entered into effective as of the Effective Date (as defined herein), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and Krizman and Associates, LLC ("Provider"), having principal place of business at 9711 Thwing Rd, Chardon, OH 44024-9785.

WHEREAS, the County has a present need for consulting services to assist with the County ERP project, tax real estate project and other projects as necessary ; and

WHEREAS, Provider is a offers consulting services; and

WHEREAS, the County desires to avail itself of the services and Provider is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and the County agree as follows:

Article 1. AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, Provider, shall provide consulting services to assist with the County ERP project, tax real estate project and other projects as necessary ("Services") to the County as listed on Schedule A. In the event that a discrepancy exists between the terms of Schedule A and this Contract, the terms of this Contract will be controlling and binding.

1.2 Term. This Contract shall be effective on the date it has been duly executed by this County Executive or his duly authorized designee (the "Effective Date"). The term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of two years from the commencement date. The cost of this Contact shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000.00).

Article 2. PAYMENT AND INVOICING

2.1 **Payment.** During the term of this Contract, the County shall pay Provider monthly for the Services outlined in Schedule A upon receipt and approval of said invoice by the County. If an item is invoiced as a unit of time that is not a full hour, portions of an hour worked shall be billed as follows:

- 5 – 20 minutes = .25 hour
- 21 – 35 minutes = .50 hour
- 36 – 50 minutes = .75 hour
- 51 – 60 minutes = 1.0 hour

2.2 **Invoicing.** Provider shall invoice the County for the Services outlined in Schedule A upon execution of this Contract. All invoices must be sent within thirty (30) days of the end of the service month and Provider shall make all reasonable efforts to include all services provided during such time period on such invoice. Provider will supply additional supporting documentation if requested by the County. Provider shall submit original invoice(s) via email to the County project manager or to the following address:

Cuyahoga County
Business Department
2079 East 9th Street, 3rd floor
Cleveland, Ohio 44115

Article 3. INDEMNITIES AND LIABILITIES

3.1 **Subcontracting.** This Contract was awarded to Provider based upon Provider's unique qualifications and skills, and no task required to be performed under this Contract by Provider shall be subcontracted to third parties without the express written consent of the County.

3.2 **Warranty.** PROVIDER HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND SKILFULMANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; PROVIDER HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND PROVIDER WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

3.3 **Indemnification.** Provider 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 Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.

3.4 No Indemnity by County. Provider acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

Article 4. TERMINATION

4.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Provider, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

4.2 Termination for Financial Instability. In the event that Provider becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Provider of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.

4.3 Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the Provider receives it. If the termination is for the convenience of the County, Provider will be entitled to compensation for any Services that Provider has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount.

Article 5. ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

5.1 By entering into this Contract, Provider, its officers, employees, subcontractors, subgrantees, agents or assigns, agree to conduct this transaction by electronic means by agreeing 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.

5.2 Provider further agrees 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.

Article 6. INSURANCE

6.1 Provider 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. **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;
 \$1,000,000 general aggregate;
 \$1,000,000 products/completed operations aggregate.

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

2. **Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$250,000 per person and \$500,000 combined single limit (bodily injury & property damage) each accident. Where the services under said contract require the Contractor to use a vehicle, and the Contractor submits proof of a Personal Automobile Policy, said policy: (1) shall NOT exclude or limit coverage for bodily injury and property damage arising out of business use; (2) shall specifically state that coverage is applicable for said business use; and (3) a copy of said policy shall be provided for verification.

3. **Professional Liability Insurance/Errors & Omissions Liability Insurance** 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:

\$500,000 per claim;
 \$1,000,000 aggregate.

6.2 Insurance Coverage Terms and Conditions

1. The insurance policies of Provider required for this Contract, shall:

(i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.

- (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and
- (iii) Be primary and not in excess or contingent on any other basis; and
- (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability": and/or
 - (B) "Waiver of subrogation in favor of the County."
- (v) 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.
- (vi) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (vii) **High-risk activities** may require higher insurance limits.
- (viii) These insurance provisions shall not affect or limit the liability of Provider stated elsewhere in this Contract or as provided by law.
- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) 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.

(xiii) Provider 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.

Article 7. CONFIDENTIALITY

7.1 Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder

7.2 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be

necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

7.3 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

7.4 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

Article 8. OWNERSHIP

8.1 Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.

8.2 Data. All data, documents and information provided to Provider by the County shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Provider shall return all County owned data, documents and information.

Article 9. MISCELLANEOUS

9.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology
2079 East 9th Street, 7th Floor
Cleveland, Ohio 44115

In the case of Provider:

Krizman and Associates, LLC
9711 Thwing Rd
Chardon, OH 44024-9785

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

9.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

9.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

9.4 Record Audit Retention. Provider agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Provider be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

9.5 Governing Law and 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. Provider 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. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

9.6 Social Security Act. Provider shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

9.7 Assignment. Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

9.8 Contract Processing. Provider shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County
ATTN: Business Department
2079 East 9th Street, 3rd Floor
Cleveland, Ohio 44115

9.9 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Provider prior to the execution of this Contract by the County, the same will be provided at Provider's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

9.10 Ethics Requirements. Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Provider. Provider shall consult the Cuyahoga County

Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspect General's website may be found at:
<http://inspectorgeneral.cuyahogacounty.us/>

9.11 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

9.12 Findings and Recovery. Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

9.13 Good Standing. Provider is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.

9.14 Conflicts of Interest. Provider personnel may not acquire any personal interest that conflicts with Provider's responsibilities under this Contract. Additionally, Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Provider's control, if such an interest would conflict with that official's or employee's duties. Provider will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

9.15 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

9.16 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

9.17 Independent Contractor. It is fully understood and agreed that Provider is an independent contractor and is not an agent, servant, or employee of County. Provider declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

9.18 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

9.19 Assignment; Binding Effect. Provider may not assign this Contract without the prior written consent of the County.

9.20 Equal Employment Opportunity. Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

9.21 Drug-Free Workplace. Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Provider must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

9.22 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

9.23 Anti-Discrimination. Provider agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Provider to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Provider, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Provider to enter into any particular agreements.

9.24 No Apparent Authority/Proper Approvals. Provider recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

9.25 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with Provider for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by Provider and such entity.

9.26 Annual Appropriations. All of the County's obligations under the 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 Provider 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.

Article 10. ELECTRONIC SIGNATURE

PROVIDER 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. PROVIDER 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.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the Cuyahoga County Department of Law as to legal form and correctness.

IN WITNESS WHEREOF, the County and Provider have executed this Contract effective as of the Effective Date.

KRIZMAND AND ASSOCIATES, LLC

CUYAHOGA COUNTY, OHIO

BY: *Ilona Daw-Krizman*
Ilona K. Daw-Krizman, Principal
Krizman and Associates, LLC

BY: _____
Armond Budish, County Executive

The legal form and correctness
Of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: _____
Assistant Director of Law

Name:

Date:

Proposal for the Cuyahoga County

Statement of Work for Professional Consulting Services

Name: Program Management

Department: Cuyahoga County Department of Information Technology

Contact: Debbie Davtovich
Web & Applications Administrator
2079 East 9th Street, 6th floor | Cleveland, Ohio 44115
Phone: 216.263.4657
E-mail: ddavtovich@cuyahogacounty.us

Focus Areas: Consulting services to assist with the County ERP project, tax real estate project and other projects as necessary

Prepared By

Ilona K Daw-Krizman, CPA, CGMA, CITP
Principal, Krizman and Associates, LLC
9711 Thwing Road | Chardon, OH 44024-9785
Phone: 440.313.5203
E-Mail: Ilona.Krizman@gmail.com

Statement of Work

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1. History

The Cuyahoga County Department of Information Technology and Ilona Daw-Krizman have worked together on various programs and projects. Due to this prior experience, Ms Daw-Krizman has an intimate understanding of the government structure, employee processes, current projects and future initiatives. Acting as a Program Manager, Ms Daw-Krizman can provide stability as the County is engage in these significant changes to staffing and systems.

2. EXECUTIVE SUMMARY

A program manager directs and guides projects and project managers. The focus is to coordinate resources between projects but not to manage the projects themselves; reliance on the expertise of the teams is essential to the success of many projects. The program manager will work with project managers to control the interdependencies of personnel resources and budgets, monitoring the multitude of projects taken on by the County and work with all parties involved. Should the need arise to escalate issues, the program manager evaluates the issues and works with the teams on the projects to find resolution or compromise. The program manager also aligns the contributions of each project to the County's overall goals and initiatives.

Some additional benefits provided by a program manager are the understanding of a consistent view of County objectives, independent oversight of program governance and compliance, another level of monitoring of project schedules and project limitations as well as providing program wide communications to project teams and County managers.

3. SPECIFICS

Specific tasks include, but are not limited to the following:

- Organize, administer and coordinate sub-projects related to the Real Property Tax project, ERP project, and other high profile IT projects.
- Work with project managers, client subject matter experts, business analysts and internal / external resources during the course of projects and guide staff in the implementation of project management best practices.
- Collaborate with the clients, sponsors and other departmental leaders; identify and satisfy short/long term needs for projects and sub-projects.
- Translate business expectations into structured and logical project elements.

Statement of Work

- Create and evaluate technical alternatives proposed by vendors.
- Document and assess program activities to ensure compliance with relevant policies, procedures and professional project management standards.
- Develop and implement audit controls, develop a program evaluation framework to assess the strengths of the program, and identify areas for improvement.
- In consultation with project directors and project managers, make recommendations to implement changes to ORC, policies, procedures and practices to enhance project success.
- Communicate with clients and other stakeholders to gain support for programs and to solicit input to improve programs.
- Coordinate the delivery of services among different program activities to increase effectiveness and efficiency.

4. ORGANIZATIONAL IMPACTS

Organization	Impact to and Participation of Organization
Krizman and Associates, LLC	Immediate impact and high level of participation
County Dept of IT	Immediate impact and medium level of participation
Project Managers	Immediate impact and high level of participation
Team / Staff	Immediate impact and medium level of participation

Statement of Work

5. DELIVERABLES OUT OF SCOPE

This statement of work is for Program Management. There may be times the County will request assistance from Krizman and Associates for other departments. This assistance may result in services that may not be in the scope of this statement of work.

5.1. Project Confidence

As this project moves into the summer months, holidays and vacations may influence the timeline. Krizman and Associates does not anticipate this to have a significant impact on the deliverables.

6. PROJECT CONDITIONS**6.1. Project Assumptions**

Ilona Daw-Krizman will work for a maximum duration of 4,000 hours over two-years. The billing rate for Krizman and Associates resources is \$70.00/hour. This effort requires consistent involvement from multiple parties throughout the County. Debbie Davtovich is the main contact for the County and should be available for onsite meetings and regular project review updates, as requested by Krizman and Associates.

6.2. Project Risks

#	Risk Area	Likelihood	Risk Owner	Project Impact - Mitigation Plan
1	County Teams Availability	Low	Cuyahoga County	The County programs rely on the participation of County staff, specifically the IT department. There are times when team members may not be available. Without IT support and assistance, Krizman and Associates cannot complete the requested projects.
2	Holidays / Vacation Delays	High	All	Minimal - Holidays and vacations will occur during this proposal time. Ilona Daw-Krizman will work holiday and vacations schedules around the project schedules as needed.

Statement of Work

7. APPROVALS

Prepared by *Ilona Law-Krizman*
Krizman and Associates, LLC

Approved by _____
Client Sponsor