#### CONTRACT AMENDMENT

# by and between

### COUNTY OF CUYAHOGA, OHIO

### And

### Main Sail, LLC.

Pursuant to mutual agreement, the original contract entered into the 1st day of July 2012, by and between the County of Cuyahoga, Ohio a political subdivision of the State of Ohio, located at the County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113, on behalf of the Department of Public Safety and Justice Services, (herein after (the "County") and Main Sail, LLC. (Main Sail), a limited Liability company with principal offices at 20820 Chagrin Blvd., Suite 201, Cleveland, Ohio 44112.

WHEREAS, the County desires to amend the contract for the purpose of increasing the amount of funds, amending the Scope of Services and extending the time period. The original agreement received approval on August 27, 2012 BC item #2012-239. Changes to contract CE1200551 are as follows:

# ARTICLE I - CONTRACT AND TERM

- 1.1 Scope of CONTRACT. This amendment will include services to the Family Justice Center. Main Sail shall provide the COUNTY with all services requested by the COUNTY to develop and upgrade Family Justice Center information systems, including consulting services for the development of the system, the coding of any modifications, enhancements, required updates, and the testing of modifications, enhancements, and updates in accordance with industry best practices.
- 1.2 Term. The term of this CONTRACT shall be extended until December 31, 2013

# ARTICLE III - PAYMENT AND INVOICING

3.1 Payment. During the term of this CONTRACT, the County shall pay Main Sail for SERVICES (Articles I, II) based on actual time spent, at the hourly rate specified in the Request for Information and price submittals submitted by Main Sail, or Task Order. This amendment is to increase the contract by **Two Hundred and Fifteen Thousand Dollars** (\$215,000.00)

### ARTICLE XII. ELECTRONIC SIGNATURE

By entering into this Contract 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.

All other conditions under the agreement remain the same.

**AGREED BY:** 

Main Sail, LLC.

Thelma Phillips, Director

THE COUNTY OF CUYAHOGA

Edward FitzGerald, County Executive

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