

County of Cuyahoga

Contract Addendum

This addendum to the Cuyahoga County Criminal Justice and Civil Justice Information System ("CCJIS") Maintenance Contract, Encumbrance No. CE0800654-01, (hereafter referred to as "Contract") is entered into by and between the County of Cuyahoga, Ohio acting by and through its County Executive, (herein referred to as "Cuyahoga") and Sadler-NeCamp Financial Services, Inc. an Ohio Corporation, d.b.a. PROWARE, (hereafter referred to as "PROWARE"), this _____ day of _____, 20____.

WHEREAS, Cuyahoga and PROWARE are parties to a certain Contract, a copy which is attached thereto and incorporated by reference as Exhibit "A", and:

WHEREAS, Cuyahoga and PROWARE desire to amend certain terms and conditions of said Contract.

NOW THEREFORE, in consideration of these agreements, warranties, and covenants, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

To Amend the Contract to include additional software and services, which will allow the Criminal and Civil Justice Information System (CCJIS) Case Management System developed by PROWARE to 1) develop and implement a new Sheriff Foreclosure Module for the Sheriff Department. The software and services to be delivered as part of the new module are outlined in the attached Exhibit "B".

To Amend the Contract to Allow for Electronic Signatures: By entering into this contract I agree on behalf of the contracting agency, 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 consideration for said additional software and services, Cuyahoga shall pay PROWARE an amount not to exceed \$ 173,645.00 (One hundred and seventy three thousand six hundred and forty five dollars), subject to the provisions contained in Exhibit "B".

PROWARE shall separately invoice the work performed for this addendum, pursuant to Exhibit "B". There shall be no claims made by Cuyahoga against PROWARE's bonding company for any default by PROWARE with respect to this addendum. Pursuant to Exhibit "B".

Except as amended by this addendum, the Contract entered into between the parties, attached hereto by reference as Exhibit "A", is hereby restated and affirmed in its entirety, including the terms and conditions.

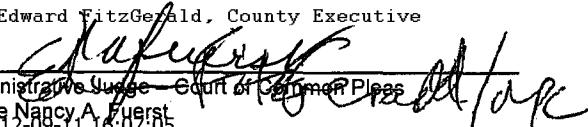


Sadler-NeCamp Financial Services Inc. dba PROWARE
Randal R. Sadler, CEO



Cuyahoga County Clerk of Courts
Gerald E. Fuerst

Edward FitzGerald, County Executive


Administrative Judge - Court of Common Pleas
Judge Nancy A. Fuerst
2012-09-11 16:07:05

Cuyahoga County - Executive