

Contract

Maintenance and Support Agreement

by and between

Cuyahoga County, Ohio

and

Vanguard Integrity Professionals, Inc.

THIS AGREEMENT (the "Contract") is made and entered into on this 26 day of June, 2011 by and between Cuyahoga County, Ohio ("the County") on behalf of the Information Services Center and Vanguard Integrity Professionals, Inc. ("Vanguard"), a Nevada corporation having principal place of business at 6625 S. Eastern Avenue, Suite 100, Las Vegas, Nevada 89119. (the "Provider")

WHEREAS, the County has a present need for renewing maintenance and support of its Vanguard Administrator (RACF Administrator/VRA); and

WHEREAS, Vanguard, is a sole supplier and thus sole source of maintenance and support services for the Vanguard Administrator (RACF Administrator/VRA); and

WHEREAS, the County desires to avail itself of the maintenance and support services for its Vanguard Administrator (RACF Administrator/VRA) and Vanguard is willing to provide such maintenance and support 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, Vanguard and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

- 1.1 Scope of Agreement. During the term of this Contract, Vanguard shall provide to the County under this maintenance and support agreement the following services: RACF Administrator Software, as outlined in Schedule A- Quote / Invoice attached hereto and incorporated by reference herein. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding
- 1.2 Term. The term of this Contract shall commence as of June 26, 2011; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one year from the date of commencement. (6/26/11 – 6/25/12) This contract shall be in an amount not to exceed Three Thousand One Hundred Ninety Five Dollars and Zero Cents (\$3,195.00).

ARTICLE II – ADDITIONAL MAINTENANCE SERVICE

- 2.1 At the request of the County, and with the consent of Vanguard, Vanguard may also provide technical, operational or other assistance on a consulting basis to the County in excess of the scope of service included but such services would require an amendment to the annual Maintenance and Support Services Agreement between the County and Vanguard under a separate and existing contract.

ARTICLE III – PAYMENT AND INVOICING

- 3.1 Payment. During the term of this contract, the County shall pay the costs associated with the maintenance and support agreement upon receipt of said invoice from Vanguard.
- 3.2 Invoicing. Vanguard shall invoice the County for the maintenance and support agreement upon execution of this agreement. Vanguard shall submit original invoice(s) to the following address:

Cuyahoga County Information Services Center
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 Subcontracting. This Contract was awarded to Vanguard based upon Vanguard's unique qualifications and skills, and no task required to be performed under this contract by Vanguard shall be subcontracted to third parties without the express written consent of Cuyahoga County.
- 4.2 Indemnification. Vanguard shall agree to indemnify and save the County of Cuyahoga, Ohio harmless from suits or actions of every nature and description brought against the County, for or on account of any injuries (including death) to persons or damages to real or tangible property to the extent caused by an act of Vanguard, its' servants or agents that arises out of the performance of the service rendered by Vanguard.
- 4.3 Condition Precedent to Indemnification. The indemnities in Article IV are conditioned upon the County providing Vanguard prompt written notice of the claim, allegation or action for which indemnification is sought, together with full information and reasonable cooperation and full opportunity to control the response thereto and the defense thereof.
- 4.4 Indemnification for Infringement. Vanguard warrants that the County will have the full right to use the work product delivered to County and that it will not infringe upon the rights of any third party. In the event a claim is made against County for infringement, Vanguard will defend the claim on County's behalf and indemnify and hold County harmless from all financial liability (including legal fees) provided:
- (a) Vanguard is promptly notified in writing,
 - (b) Vanguard is given control of the defense and settlement of the matter,

- (c) County cooperates with Vanguard, and
 - (d) the claims shall not have arisen due to County's negligent or improper acts.
- In addition, if, due to Vanguard's fault, County cannot use the software system set forth in the Statement of Work as a result of the infringement, Vanguard, at its option and expense, will either:
- (a) obtain a license for County
 - (b) provide a non-infringing work-around, or
 - (c) refund to client the fee relating to the infringing item.
- Once Vanguard has done one of the above, it shall have no further liability.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Dispute Resolution.

a) In the event of any dispute or disagreement between Vanguard and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Vanguard or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 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 obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure

and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. 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. Vanguard, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

- 5.3 Termination for Financial Instability. In the event that Vanguard 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 Vanguard 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 5.2, the "Termination for Default" clause, by giving written notice thereof.

ARTICLE VI - ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 6.1. By entering into this Contract, Vanguard, its officers, employees, subcontractors, subgrantees, 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 Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.
- 6.2 Vanguard further agrees to be bound by the provisions of Chapter 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 County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, THE County and Vanguard have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

Vanguard Integrity Professionals, Inc.

Cuyahoga County, Ohio

BY: 

BY: 

Edward FitzGerald
County Executive

VANGUARD

Integrity Professionals, Inc.

Schedule A

Invoice

Enterprise Security Software
6625 S. Eastern Ave., # 100
Las Vegas NV 89119
Phone (702) 794-0014
Accounting@go2vanguard.com

Bill To

Cuyahoga Co. Data Center
1255 Euclid Ave 4th Floor
Attn: Accounts Payable
Cleveland OH 44115

Number	INVREN001377
Date	6/26/2011
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Ship To

Cuyahoga Co. Data Center
1255 Euclid Ave 4th Floor
Attn: Accounts Payable
Cleveland OH 44115

Purchase Order No.				Customer ID	Payment Terms	Master No.
				8055110	Net 30	1.917
Ordered	Shipped	B/O	Item No	Description	Unit Price	Ext. Price
1	1	0	RENEWAL	ADMINISTRATOR, 8060040 Maintenance Term 6/26/11 to 6/25/12	\$3,195.00	\$3,195.00

For ACH/Wire payments, please remit to:
Wells Fargo Bank, Las Vegas, NV
Account # 1006-7831-04
ABA# 321270742

Subtotal	\$3,195.00
Tax	\$0.00
Total	\$3,195.00