

Contract

Maintenance and Support Agreement

By and Between

Cuyahoga County, Ohio

and

Travis Systems, Inc.

THIS AGREEMENT (the "Contract") is made and entered into this 11 day of October 2011, by and between Cuyahoga County, Ohio (the "County"), on behalf of the Cuyahoga County Department of Development and Travis Systems, Inc., ("Travis Systems"), a Iowa corporation having principal place of business at 415 40th Street, Cedar Rapids, IA 52402

WHEREAS, the County has a present need for renewal of support and maintenance for "OneRoof Software Package" attached hereto and incorporated by reference herein as Schedule A, and

WHEREAS, Travis Systems, is a sole supplier and thus sole source of support services for "OneRoof Software Package"; and

WHEREAS, the County desires to avail itself of the support services for "OneRoof Software Package" is willing to provide such support to the County all upon the terms and conditions set forth herein.

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

ARTICLE I- AGREEMENT AND TERM

- 1.1 Scope of Agreement. During the term of this Contract, Travis shall provide to the County under this maintenance and support agreement the following services as detailed in Travis Price Quote dated 10/6/2011 and One Roof Software Maintenance Agreement attached hereto and incorporated by reference herein as Schedule A, insofar as the terms of Schedule A concur with this agreement. 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 December 15, 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. (12/15/11 - 12/14/12)

1.3 Cost. This contract shall be in an amount of One-Thousand Six-Hundred and Fifty Dollars and Zero Cents (\$1,650.00)

ARTICLE II - ADDITIONAL MAINTENANCE SERVICE

2.1 At the request of the County, and with the consent of Travis Systems, Travis Systems 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 Travis Systems under a separate and existing contract.

ARTICLE III - SCOPE OF WORK

3.1 At the request of the County, and with the consent of Travis Systems, Travis Systems 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 Travis Systems under a separate and existing contract.

3.2 Compliance with Digital Imaging and Electronic Record Standards

Travis Systems is aware that the system contemplated under this Agreement will be used to electronically store data previously stored on paper; and Travis Systems represents and warrants that the proposed system will be secure, and will comply with all digital imaging and electronic records standards so that the admissibility of such records in all judicial, administrative and auditing proceedings will be preserved. Travis Systems further expressly warrants that the proposed system will be in compliance with all Federal and State laws and regulations, including but not limited to, Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Electronic Signatures in Global and National Commerce Act of 2000 (S.761), the U.S. Department of Health and Human Services Regulations contained in 21 CFR Part 11; the Ohio Electronic Records and Signatures Act of 2000 (Sub. H.B. 488) O.R.C. §1306.01 et seq.; *Ohio Supt. Rules 26 and 27*, and the relevant digital record requirements of the Ohio Rules of Evidence.

3.3 Record Audit Retention. Travis Systems 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 Travis Systems 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.

ARTICLE IV - PAYMENT AND INVOICING

- 4.1 Payment. During the term of this contract, the County shall pay one-hundred percent (100%) of the support agreement upon receipt of said invoice from Travis Systems and the execution of this agreement by the Cuyahoga County Executive.
- 4.2 Invoicing. Travis Systems shall invoice the County for the maintenance and support agreement upon execution of this agreement. Travis Systems 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 V - INDEMNITIES AND LIABILITIES

- 5.1 Indemnification Travis Systems shall agree to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligence or failure of Travis Systems to perform its duties and obligations under this contract.

ARTICLE VI - DISPUTE RESOLUTION AND TERMINATION

- 6.1 Dispute Resolution.

a) In the event of any dispute or disagreement between Travis Systems and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Travis Systems 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.

ARTICLE VII MISCELLANEOUS

- 7.1 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 Information Services Center
ATTN: Jeff Mowry
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Travis Systems :

Travis Remmert
Travis Systems, Inc.
415 40th Street
Cedar Rapids, IA 52402

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.

- 7.2 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 7.3 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.

- 7.4 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.
- 7.5 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- 7.6 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.
- 7.7 Social Security Act. Travis Systems 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 Travis Systems 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 Travis Systems also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
- 7.8 Assignment. Travis Systems 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 Executive by resolution.
- 7.9 Contract Processing. Travis Systems shall submit one (1) original contractual agreements with original signatures to the following:

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

- 7.10 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the Cuyahoga County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Travis Systems prior to the execution of this

agreement by the Cuyahoga County Executive, the same will be provided at Travis Systems' risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the Cuyahoga County Executive. Upon approval by the Cuyahoga County Executive 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.

7.11 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.

ARTICLE VIII - ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 8.1 Electronic Signature. By entering into this Contract, Travis Systems, 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 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.
- 8.2 Compliance with ORC. Travis Systems 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.

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

Travis Systems, Inc.

BY: 

Fed. TIN # 

~~CUYAHOGA COUNTY, OHIO~~
Edward Fitzgerald, County Executive

BY:  2012-01-05 16:42:1Z

Edward Fitzgerald, Cuyahoga County Executive