

**CONTRACT AMENDMENT
BETWEEN
CUYAHOGA COUNTY
AND
POINTE BLANK SOLUTIONS LTD**

RE: InJail System Maintenance and Enhancements

Pursuant to mutual agreement, the original agreement entered into on the 1st day of January 2012, by and between Cuyahoga County, 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, (hereinafter the ("County")) and Pointe Blank Solutions LTD, a Limited Liability Company with principal offices at 7055 Engle Road, Suite 304, Middleburg Heights, Ohio 44130.

WHEREAS, the original agreement was for a term of 1(one) year, for Pointe Blank Solutions LTD to fully implement the InJail System. The original agreement received approval by the Contracts and Purchasing Board on June 4, 2012, CPB item # 2012-151; and

WHEREAS, parties desire to extend the contract to allow for project completion and to increase the funds by \$30,000.00 to cover one year of maintenance until December 31, 2013.

WHEREAS, this amendment affects the funding under this contract and serves the purpose of extending the contract.

By entering into this Agreement Amendment, Pointe Blank Solutions agrees 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 the signature was manually affixed to a paper version of the document. Pointe Blank Solutions Ltd also 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.

AGREED BY:

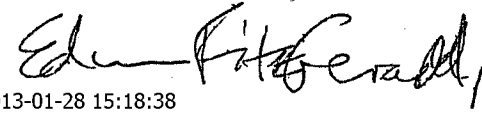
POINTE BLANK SOLUTIONS, LTD.


Thomas J. Coury, President

Date: 12/3/2012

CUYAHOGA COUNTY

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

Date: _____

CONTRACT

by and between

COUNTY OF CUYAHOGA, OHIO

And

Pointe Blank Solutions, LTD

THIS CONTRACT (the “Contract”), is made and entered into by and between Cuyahoga County, Ohio (the “County”), and Pointe Blank Solutions, Ltd., (“Pointe Blank”) a Limited Liability Company with principal offices at 7055 Engle Road, Suite 304, Middleburg Heights, Ohio 44130; and shall become binding on the date in which it is signed by Edward FitzGerald, Cuyahoga County Executive (the “Effective Date”).

WITNESSETH:

WHEREAS, The County has a present need for professional services to assist its staff in the maintenance and upgrading of a software system named Internet Judicial Assessment Inmate Locator and related systems (“inJail ”);

WHEREAS, Pointe Blank has unique education, training and/or experience in the field of software programming and program development, which would uniquely fulfill the County’s need for consultation in said field; and

WHEREAS, the County desires to avail itself of the advice and professional assistance of Pointe Blank, and Pointe Blank is willing to provide such advice and assistance to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Pointe Blank and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, Pointe Blank shall provide the County with all services requested by the County to maintain and upgrade inJail, including consulting services for the maintenance of the system, the coding of any modifications, enhancements, and required updates, and the testing of the modifications, enhancements, and updates in accordance with industry best practices (the “Services”). Specific deliverables associated with the Services, as well as a more detailed description thereof, are contained in the Statement of Work attached hereto as Schedule A and incorporated by reference herein (the “SOW”).

1.2 Term. The initial term of this Contract shall commence as of January 1st, 2011 and continue until December 31, 2012 unless earlier terminated in accordance with the provisions of this Contract. Subject to Article 3.1 below, the parties may mutually agree, in writing, to extend the term of the Contract for 30 day periods as they deem necessary. The Term shall be deemed to include such renewal periods.

ARTICLE II - SCOPE OF WORK

2.1 Rendering of Services. In consideration for payment by the County as described in Article III, below, Pointe Blank hereby agrees to render the Services as described in the SOW, as and when requested by the County, in writing.

ARTICLE III - PAYMENT AND INVOICING

3.1 Payment. In consideration for Pointe Blank providing the Services as described in Article II, above, during the term of this Contract, the County shall pay Pointe Blank for the Services based on actual time spent at the hourly rate specified in the SOW, for a total price not to exceed **One-Hundred and Seventeen Thousand, Five Hundred** Dollars (\$117,500) unless such excess amounts are otherwise approved by the County. Pointe Blank will bill monthly for work completed.

3.2 Invoicing. Pointe Blank shall invoice the County for the Services. Each Pointe Blank Solutions, Ltd. invoice shall include, in addition to amounts due to Pointe Blank, any additional information requested by the County. A copy of the invoice shall be submitted to the County Project Manager for review, and said Project Manager shall verify within fourteen (14) calendar days whether the project status indicated on the invoice is accurate. After approval of this Contract by Edward FitzGerald, Cuyahoga County Executive, the County shall pay all the invoiced amounts within thirty (30) days of receipt. Pointe Blank shall submit original invoice(s) to the following address:

Norberto Colón
Deputy Chief of Staff, Public Safety & Justice Services
310 W. Lakeside Avenue, Suite 750
Cleveland, Ohio 44113

3.3 All-Inclusive Price. The hourly rates set forth in the SOW are inclusive of all costs for delivery of the Services, including any and all travel, packaging, shipment, and delivery costs. Pointe Blank understands that the County is exempt from Federal excise tax and from all state and local taxes. The County excise tax exemption number is No. 29 political subdivision of the State of Ohio [REDACTED]. State sales and use tax certificates of exemption and any other relevant exemption certificates shall be issued to Pointe Blank on or before the Effective Date of this Contract.

3.4 Payment Disputes. In the event that the County disputes the invoice for any period, it shall provide written notice explaining the disputed amount to Pointe Blank within thirty (30) days of receiving the invoice (a "Payment Dispute Notice"). Each Payment Dispute Notice shall be resolved in the manner set forth in Article 7.1 (Dispute Resolution).

ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Flow Down Provisions. This Contract was awarded to Pointe Blank based upon Pointe Blank's unique qualifications and skills, and no task required to be performed under this contract by Pointe Blank shall be acceptable to the County, or subject to payment from the County, unless the same is personally performed by Pointe Blank or its permitted assigns as described herein.

4.2 Indemnification. Pointe Blank agrees to indemnify and hold the County 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 Pointe Blank, its servants or agents that arises out of the performance of the service rendered by Pointe Blank under the SOW.

4.3 Condition Precedent to Indemnification. The indemnities in Article IV are conditioned upon the County providing Pointe Blank 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. Pointe Blank warrants that the County will have the full right to use the work product delivered to the County and that such use will not infringe upon the rights of any third party. In the event a claim is made against the County for infringement, Pointe Blank will defend the claim on the County's behalf and indemnify and hold the County harmless from all financial liability (including legal fees) provided:

- (a) Pointe Blank is promptly notified in writing (in any event, prior to any prejudice to Pointe Blank's ability to defend such a claim),
- (b) Pointe Blank is given control of the defense and settlement of the matter,
- (c) County cooperates with Pointe Blank, and
- (d) the claims shall not have arisen due to the County's negligent or improper acts or result from the combination of any Pointe Blank work product with any other systems, hardware, or software not provided by Pointe Blank.

If the County cannot use the Services set forth in the SOW as a result of the infringement, Pointe Blank, at its option and expense, will either:

- (a) obtain a license for the County to use such Services;
- (b) provide a non-infringing work-around; or
- (c) refund to client the fee relating to the infringing item.

Once Pointe Blank has done one of the above, it shall have no further liability.

4.5 Warranties. Pointe Blank warrants that the Services be performed by qualified personnel

and operate as intended for 90-days from the date the Services are rendered. If any services do not meet this warranty, Pointe Blank will perform any work not in compliance with this warranty, without charge, to bring its services to the specified level. In order to obtain warranty service, the problem must be reported to Pointe Blank within 90 days of delivery of the Services in question.

4.6 Limitation of Liability. In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. Neither party's liability to the other party or any third person arising out of or in connection with this Contract, in the aggregate, shall exceed the total amount paid to Pointe Blank as of the date such liability is determined. The limitations specified in this Article will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose.

ARTICLE V - SOFTWARE

5.1 Title to Software. Pointe Blank hereby grants the County a royalty free perpetual license to use the Internet Judicial Assessment Inmate Locator software product developed by Pointe Blank and all inJail maintenance, modifications, and enhancements provided by Pointe Blank to the County as Services pursuant to this Contract. To the extent applicable, all software accompanying the Services shall be provided in a decrypted, open and modifiable format, together with any proprietary compiler used to translate the source code to machine code if the County does not already have the compiler. County agrees not to transfer any software (including source code) to any third party or use such software (including source code) other than as permitted by this Contract (i.e. for the inJail system).

5.2 Ownership and Confidentiality of Data.

(a) As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. County acknowledges and agrees that the Services are Confidential Information and portions of the Services constitute valuable trade secrets of Pointe Blank.

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the provisions of this Article, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

In addition, the Parties may disclose Confidential Information to accountants, attorneys, management consultants and insurers who agree to or are otherwise required to maintain the information in confidence.

(b) All data and other records, including data and records of the State of Ohio ("State") clients entered into any database, files, and data stores of the County or other agencies of the State or supplied to Pointe Blank by the County or the State are and shall remain the sole property of the County and the State. Pointe Blank shall not, without the County's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Contract. All data dictionaries, entity relationships, database configurations, encryption passwords, forms, automated reports, or other artifacts used to access the data shall belong to the County and shall be treated as a trade secret of the County.

(c) The parties agree to keep all information to which they are exposed to in the course of performance of this Contract confidential and to comply with all federal and state laws relating to the confidentiality of such information.

5.3 Exclusivity. The County shall not license, sell, or otherwise transfer the Services to any third party. The County shall refer all requests to transfer, modify, or otherwise change the Services to Pointe Blank.

ARTICLE VI - CHANGE ORDERS AND APPROVAL PROCESS

6.1 Change Order. The County may from time to time request changes to the work required to be performed by Pointe Blank by providing Pointe Blank written notice of such changes (“Change Order”). In response to a Change Order submitted by the County, Pointe Blank shall (at Pointe Blank’s expense) provide the County a written statement (“Change Proposal”). This Change Proposal shall include (i) a breakdown of the charge and schedule impacts, (ii) a description of any changes to the specifications and responsibilities of the parties, (iii) a schedule for delivery and other performance obligations, and (iv) any other information related to the Change Proposal reasonably required by the County. Following receipt of the Change Proposal, the parties shall negotiate in good faith to reach agreement upon a plan and schedule for implementation of the Change Order, and the time, manner and amount of payment relating thereto. If the parties fail to agree on Change Order pricing and terms, such disagreement shall be resolved in accordance with Article 7.1 of this Contract (Dispute Resolution). Any change order requiring, or necessitating, an increase beyond the not to exceed price limit listed in Article 3.1 of this contract, or the hourly charges listed in the SOW, shall require the approval of the Norberto Colon. Pointe Blank will not perform tasks outside the SOW unless such additional services are approved in accord with this Article 6 or a new or amended SOW.

ARTICLE VII - DISPUTE RESOLUTION AND TERMINATION

7.1 Dispute Resolution.

a) In the event of any dispute or disagreement between Pointe Blank and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Pointe Blank 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 to resolve 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. Upon satisfaction of this Article and the conditions described in (i) and (ii) above, each party is free to pursue any remedy available to it in law or equity, each bearing its own costs.

(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.

7.2 Termination Without Cause. Either party may terminate this contract at any time with ten (10) days written notice. Pointe Blank, however, shall be paid for all Services (including any materials) provided on or prior to the date of termination.

7.3 Termination for Financial Instability. In the event that Pointe Blank 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 Pointe Blank of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Article 7.2, the "Termination Without Cause" clause, by giving written notice thereof.

7.4 Survival. The provisions of this Agreement intended by their nature to survive the terms of this Agreement shall survive, including, but not limited to, Articles 4.6, 5.2, 5.3, 7.1, 7.4, 9.2, 9.3, 9.6-9.11, and 9.17.

ARTICLE VIII – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

8.1 By entering into this Contract, Pointe Blank, its officers, employees, subcontractors, subgrantees, agents or assigns, agree 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 Pointe Blank 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.

ARTICLE IX - MISCELLANEOUS

9.1 Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated herein:

Schedule A: Statement of Work

9.2 Relationship of Parties. Pointe Blank is performing pursuant to this Contract only as an independent contractor. Pointe Blank has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Contract, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between Pointe Blank and the County. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the

name of the other party or its affiliates.

9.3 Record Audit Retention. Pointe Blank 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 and prior notice, once per calendar year, 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 Pointe Blank be notified that an audit has been commenced pursuant to Ohio Revised Code §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.

9.4 Compliance with Digital Imaging and Electronic Standards. Where applicable, Pointe Blank is aware that the system maintained and upgraded under this Contract has replaced an existing paper system with a digital records system; and Pointe Blank represents and warrants that the system will continue to comply with all digital imaging and electronic records standards in order to preserve the admissibility of such records in all judicial, administrative and auditing proceedings. Pointe Blank further expressly warrants that the audit trails and security configuration of the databases and servers will remain in compliance with all Federal and State laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act 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. Section 1306.01 et seq.; the final Ohio Department of Administrative Services “111” rules; and, the Ohio Rules of Evidence.

9.5 Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, the other party hereto, or third parties (excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

9.6 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:

Norberto Colón
Deputy Chief of Staff, Public Safety & Justice Services
310 W. Lakeside Avenue, Suite 750
Cleveland, Ohio 44113

In the case of Pointe Blank:

Pointe Blank
ATTN: Thomas J. Coury
7055 Engle Rd. Suite 304
Middleburg Heights, Ohio 44130

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.

9.7 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.

9.8 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.

9.9 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.

9.10 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and they shall not have any effect upon the interpretation or meaning of any provision hereof.

9.11 Governing Law. This Contract will be governed by the laws of the State of Ohio, without reference to the principles of conflicts of law. Any suit arising from or relating to this Contract shall be instituted in a state or federal court in Cuyahoga County, Ohio, and the parties hereby agree to submit to the venue and personal jurisdiction of any such court. The Contract is subject to the review of the County Prosecutor's Office as to legal form and correctness.

9.12 Security Standards. Pointe Blank agrees to maintain security standards consistent with the security of the Cuyahoga County Information Services Center. This includes strict control of access to data and maintenance of confidentiality gained while performing its duties. Pointe Blank agrees to consider all knowledge gained from access to Information Services Center applications, systems and programs as proprietary information supplied in the strictest confidence and shall release it only to authorized employees/agents requiring such information, shall not release or disclose it to any other party or use it for manufacture or any other purposes except as required under this contract, without the expressed written approval of Norberto Colón. The term "confidential information" shall mean any device, process, method or technique originated by or peculiarly within the knowledge of the County and its representatives, employees, and those in privy with it, which is not available to the public and is subject to protection as property under recognized principles.

9.13 Social Security Act. Pointe Blank 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 the Pointe Blank 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 Pointe Blank also agrees to indemnify and save harmless the County from such contributions or taxes or liability.

9.14 Assignment. Neither party shall 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 Pointe Blank (in the case of the County's requested assignment) County Executive by resolution (in the case of Pointe Blank's requested assignment). This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. This Contract shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

9.15 Contract Processing. Pointe Blank shall submit four (4) original contractual agreements with original signatures to the following:

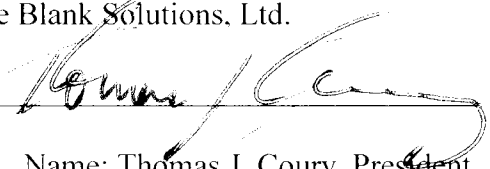
Norberto Colón
Deputy Chief of Staff, Public Safety & Justice Services
310 W. Lakeside Avenue, Suite 750
Cleveland, Ohio 44113

9.16 Commencement of Contract Performance. In order to protect the interest of the County this contract must be executed by the 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 Pointe Blank prior to the execution of this agreement by the County Executive, the same will be provided at Pointe Blank 's risk, and payment therefore can not, and will not, be made unless and until this agreement is approved by the County Executive. Upon approval by the County Executive 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.

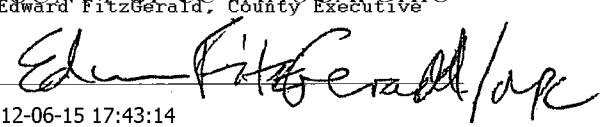
9.17 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and 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.

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

Pointe Blank Solutions, Ltd.

By: 
Name: Thomas J. Coury, President

THE COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive
By: 
2012-06-15 17:43:14
Name: Edward FitzGerald
Title: Cuyahoga County Executive



Schedule A: Statement of Work

Actual time spent will be billed based on the Pointe Blank Solutions (PBS) rate of \$125 per hour. PBS is not obligated to perform any services beyond the total estimated hours for each component detailed in the estimate presented below:

<u>Component</u>	<u>Estimated Hours</u>	<u>Amount not to Exceed</u>
1) inJail Maintenance for 2011	240	\$30,000
inJail Maintenance for 2012	240	\$30,000
2) Modifications and Enhancements	440	\$55,000
3) CRIS Engineer Training	20	\$2,500
Total	940	\$117,500

1) inJail Maintenance

Software maintenance will provide bug fixes to inJail components and modules. These items include:

- SQL Server 2008 support
- Third Party Components – NHibernate, YUI CSS/Javascript compressor, jQuery
- PBS Components – Foundation
- PBS Modules - DocuPointe™, Notes, Publishing, Permission

PBS will provide Tier 2 and 3 remote help desk and offsite support as well as limited onsite support if needed during normal business hours. Tier 1 support which involves first line client contact will be provided by the County. Actual time spent will be billed based on the rate of \$125 per hour. As set forth in the above Estimate Summary, PBS's proposed monthly estimate for software maintenance is 20 hours which equals \$2,500. The one year estimate for inJail Maintenance equals \$30,000 for 2011 and 2012, for a total amount of \$60,000.

2) Modifications and Enhancements

Several possible enhancements have been identified. These include:

<u>Enhancement</u>	<u>ROM Hour Estimate</u>
1 Interface digital Mug-Shots (front, side & Full body) feeds direct into InJail (County Standard: Valcam / Sony)	120
2 New Data Elements and Reports (See inJail Enhancements)	120
3 CRIS Interface (From inJail to CRIS)	80
4 Standard RMS Interface (From inJail to RMS)	80
5 Contingency	40
Total	440

Modification and Enhancement Services will be provided on a project by project basis. Each request will be estimated and approved by both PBS and the County prior to project commencement and expenses being incurred. Actual time spent will be billed at the rate of \$125 per hour. As set forth in the above Estimate Summary, PBS's proposed Modifications and Enhancements estimate is a total of 440 hours which equals \$55,000.

3) CRIS Engineer Training

PBS will provide training to CRIS engineers for continued maintenance of inJail. County engineers must already be trained in Microsoft C#.NET, MVC.NET, ASP.NET, SQL Server 2008 and SSRS. PBS training will focus on Domain Driven Development (DDD), Test Driven Development (TDD), PBS Development design patterns and other software engineering techniques. As set forth in the above Estimate Summary, PBS's proposed estimate is 20 hours which equals \$2,500.

inJail Enhancements

New Data Element	Where in inJail	Notes
Attorney	Contacts	Added as a relationship type to contacts
Social Worker	Contacts	Added as a relationship type to contacts
Clergyman	Contacts	Added as a relationship type to contacts
Witness	Contacts	Added as a relationship type to contacts
Investigator	Contacts	Added as a relationship type to contacts
Maiden Name	Alias	An Alias Type will be added with initial values of Maiden Name, Nickname, Other Alias
Nickname	Alias	An Alias Type will be added with initial values of Maiden Name, Nickname, Other Alias
Court Defendant No.	Case & Charges: Cases	New text field
Court Type	Case & Charges: Cases	New combo field with Municipal, Common Pleas
Indictment Date	Case & Charges: Cases	New date field
Arraignment Date	Case & Charges: Cases	New date field
Disposition	Case & Charges: Cases	New combo field
Disposition Date and Time	Case & Charges: Cases	New date/time field
Bond Type	Case & Charges: Cases	New combo field
Bond Amount	Case & Charges: Cases	New currency field
Court Appearance Grid	Case & Charges: Cases	Shows next court appearance but pops up to expose a grid of appearance fields
Court Purpose	Court Appearance Grid	New text field
Court Date/Time	Court Appearance Grid	New date/time field
Court Building	Court Appearance Grid	New text field
Clothes	Court Appearance Grid	New text field
Court Room	Court Appearance Grid	New text field
Writ Exists	Court Appearance Grid	Check Box
Writ Exists Per	Court Appearance Grid	New text field
Property	New item under Case & Charges	
Automobile Make	Property	New text field
Automobile Year	Property	New text field
Automobile Model	Property	New text field
Automobile Color	Property	New text field
Item Grid	Property	New grid
Quantity	Item Grid	New integer field
Item	Item Grid	New text field
Color	Item Grid	New text field
Comments	Item Grid	New text field
AFIS #	Inmate General	New text field
DNA #	Inmate General	New text field
DNA Other requirements	Inmate General	TBD

1. Prisoner roster report will be created for use by Lakewood Municipal Court.
2. Module to identify inmates that were booked who are ADAMSH clients. This module would periodically look-up new bookings against ADAMSH client data using Name, Birth Date, Social Security Number, and Gender. The module would then provide a report back to them of those bookings.