

COUNTY OF CUYAHOGA, OHIO
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2013, between the Eighth District Court of Appeals of Ohio (hereinafter called the "COURT") and InfoPro Computer Solutions (hereinafter called the "CONTRACTOR"), with principal offices located at 45375 Glengarry Blvd., Canton, Michigan, for the three year period from April 1, 2013 through March 31, 2016.

WITNESSETH THAT:

WHEREAS, the Eighth District Court of Appeals of Ohio has determined that it desires professional and technical services to maintain its Information Technology (hereinafter called "IT"), including, but not limited to the following applications:

- 1) BUCKEYE Case Management
- 2) Computer Network Systems

WHEREAS, the COURT has determined that the CONTRACTOR has the necessary professional and technical expertise and experience to provide the services specified in the COURT'S request to the Cuyahoga County Technical Advisory Committee, and that the CONTRACTOR is responsive to all requirements specified in the COURT'S request, and,

WHEREAS, the COURT made a contract award to CONTRACTOR as indicated by CUYAHOGA COUNTY (hereinafter called the "The County") Resolution Number which is incorporated herein, now, therefore, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall provide all reasonable maintenance services for the COURT'S automated case management system and computer network systems. The maintenance service will be performed on an as-needed, on-call basis. Any and all services will be performed at a time mutually agreeable to both CONTRACTOR and COURT.

CONTRACTOR shall provide the Court with concise and comprehensive documentation of all maintenance services performed.

II. COMMENCEMENT OF SERVICES

The CONTRACTOR shall begin work on this project within seven (7) calendar days of the date the COURT makes the award.

III. COMPENSATION AND METHOD OF PAYMENT

For professional services to be provided, the CONTRACTOR shall be reimbursed monthly at the completion and acceptance by the COURT, upon submission of invoices which itemize effort expended as follows:

TERM BEGINNING / ENDING	BILLABLE HOURLY RATE	NOT TO EXCEED TOTAL
4/1/13 thru 3/31/14	\$80.00	\$80,000.00
4/1/14 thru 3/31/15	\$85.00	\$85,000.00
4/1/15 thru 3/31/16	\$90.00	\$90,000.00

Under no circumstances will the fees for professional services for the CONTRACTOR exceed the Not To Exceed Total of each term.

IV. TERMINATION OF AGREEMENT

The COURT shall have the right to terminate agreement for any reason subject to the following conditions. In the event that this Agreement is terminated by the COURT, thirty (30) days advance notice will be given to the CONTRACTOR. The CONTRACTOR will provide all services required by this agreement to and including the date of termination. Under no circumstances shall the COURT be responsible for any type of penalty payment upon the termination of this Agreement. The CONTRACTOR will, however, be paid for all services rendered to and including date of termination.

V. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COURT or CUYAHOGA COUNTY, OHIO of any payment to the CONTRACTOR constitute nor be construed as a waiver by the COURT or the COUNTY of any breach of covenant, or any default which may exist, on the part of the CONTRACTOR, and the making of any such payment by the COURT or the COUNTY while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the COURT or the COUNTY in respect to such breach or default.

VI. ASSIGNMENTS

The CONTRACTOR shall not transfer any interest or any part of the work described in this contract whether by assignment or otherwise without the prior written consent of the Eighth District Court of Appeals of Ohio.

VII. KNOWLEDGE TRANSFER

There will be knowledge transfer to the COURT'S IT staff so that the COURT can become self sufficient for maintenance and support of the BUCKEYE Case Management System. This will consist of assigning tasks to the COURT'S IT staff and guiding them through these tasks, where it will be made very clear to the COURT'S IT staff that the session is intended for knowledge transfer.

IX. MODIFICATIONS

By the mutual written consent of the COURT and the CONTRACTOR, this agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this agreement shall be reduced to writing and signed by all parties. Any written notice or consent required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

COURT: Ute L. Vilfroy, Court Administrator
Court of Appeals of Ohio, Eighth District
Cuyahoga County Courthouse
1 Lakeside Avenue
Cleveland, Ohio 44113

CONTRACTOR: Jeffrey Dreps, President
InfoPro Computer Solutions
45375 Glengarry Blvd.
Canton, Michigan 48188

VIII. EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the COURT and the CONTRACTOR and supersedes all prior negotiations, representatives or agreements either written or oral. This agreement may be amended only upon written instrument executed by both the COURT and the CONTRACTOR.

By entering into this Contract, I agree on behalf of InfoPro Computer Solutions, 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 COURT and 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 InfoPro Computer Solutions to be bound by the provisions and 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. Vendor agrees to release, indemnify and to hold harmless the COURT and COUNTY, and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligence or failure of Vendor to perform its duties and obligations under this contract.

EIGHTH DISTRICT COURT OF APPEALS
OF OHIO

BY: _____

Melody J. Stewart
Administrative Judge

INFOPRO COMPUTER SOLUTIONS:

BY: _____

Jeffrey Dreps, President
InfoPro Computer Solutions

Edward FitzGerald, County Executive