

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (the "County") on behalf of the Department of Public Safety and Justice Services and Motorola Solutions, Inc., a Corporation with principal office located at 1303 E. Algonquin Rd., Schaumburg, IL 60196 (the "Provider").

WITNESSETH THAT:

WHEREAS the COUNTY and PROVIDER enter into a contract in order to carry out the proposed plan set forth in this contract during the period of December 1, 2011 through and including January 31, 2015, or as adjusted by approved formal request.

WHEREAS the PROVIDER agrees to furnish all necessary equipment and services to carry out the proposed plan in accordance with the terms and conditions of the Contract Documents.

The PROVIDER will provide the COUNTY with a Point-to-Point (PTP) Link between the Juvenile Justice Center and the Justice Center and four (4) Public Safety Network cameras related to the FY08 Urban Area Security Initiative (UASI) funds administered by Cuyahoga County through the Public Safety Grants (PSG) division of the Cuyahoga County Department of Public Safety and Justice Services. Due to UASI grant requirements, the installation of the link is to be completed by January 31, 2012. Additionally, the PROVIDER will provide the COUNTY with the third and fourth year maintenance services through January 31, 2015.

The PTP Link is necessary to provide a secure, redundant connection between the first floor of the Juvenile Justice Center and the Cleveland Emergency Operations Center. The Public Safety Network cameras are necessary to enhance public safety and monitor activity in the buffer zone of the Juvenile Justice Center.

NOW THEREFORE, the parties hereby agree as follows:

I. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following component parts:

1. This Contract;
2. The Statement of Work and Cost Allocations (Attachments I, II and III); and
3. The Ohio STS 573077-0.

If the provisions of any Contract Document conflict with the provisions of any other Contract Document, the provisions of the Ohio STS 573077-0 shall prevail.

II. SCOPE OF SERVICES

The PROVIDER shall provide all equipment and services necessary to complete the PTP Link and Public Safety Network cameras set forth in the attached Statement of Work (Attachment I) per the attached Cost Allocations (Attachments II and III).

III. COMPENSATION-METHOD OF PAYMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, utilizing FY08 UASI funds per Attachment II and general fund per Attachment III. Payment shall be made by the COUNTY to the PROVIDER based upon successful completion of the above-mentioned Statement of Work. Payment shall be made within thirty (30) days following the receipt of detailed, documented invoice of services from the PROVIDER. **Compensation shall not exceed One Hundred Ninety-Eight Thousand Four Hundred Eighty-Three Dollars and Zero Cents (\$198,483.00).**

The COUNTY may withhold reimbursements, if the PROVIDER is determined to be in non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions and written notification of this non-compliance is submitted to the PROVIDER.

IV. AVAILABILITY

None of the work or services covered by this contract shall be subcontracted without prior written approval of the COUNTY. Notwithstanding the foregoing, PROVIDER

may assign this Contract to any of its affiliates or its right to receive payment without the prior consent of COUNTY.

V. TERM

This Contract will enter into effect as of **December 1, 2011**, and unless sooner terminated for cause, will terminate on **January 31, 2015**, unless otherwise extended and approved in writing by the COUNTY.

VI. TERMINATION

This Contract shall terminate on the date stated in Section V above. The COUNTY reserves the right to reduce or cancel this contract thirty (30) days after providing written notification if funding related to this contract is reduced. The COUNTY will reimburse PROVIDER, its subcontractors and suppliers, for any equipment delivered and/or services rendered up to the date of termination.

VII. MODIFICATIONS

By mutual consent of the COUNTY and the PROVIDER, this Contract may be modified whenever such modifications are deemed necessary. Any such modification to this Contract shall be reduced to writing and signed by both parties.

VIII. NOTICES

Any reports, notices, invoices or communications required in this Contract shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY:

Norberto Colón, Deputy Chief of Staff for Justice
Cuyahoga County Det. of Public Safety and Justice Services
310 W. Lakeside Avenue, Suite 700
Cleveland, Ohio 44113
Telephone: (216) 698-2701

PROVIDER:

Sean Prude
Motorola Solutions, Inc.
9150 South Hills Blvd., Suite 260
Broadview Heights, Ohio 44147
Telephone: (440) 717-3997

or at such other addresses as may be designated by written notice.

IX. NON-DISCRIMINATION

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

X. COUNTY OF CUYAHOGA, OHIO HELD HARMLESS

The PROVIDER agrees to indemnify and hold harmless and defend Cuyahoga County elected officials, and all other persons or organizations cooperating in the conducts of the program, and their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnity") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from, or in any way connected with the performance or failure to perform obligations hereunder by the PROVIDER, and applies without limitation to injury or damage to third parties and Cuyahoga County and its

respective property.

XI. COMPLIANCE WITH THE LAW

The PROVIDER agrees to provide the services in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XII. ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the Contract between the parties and supersedes any prior contemporaneous oral or written Contracts.

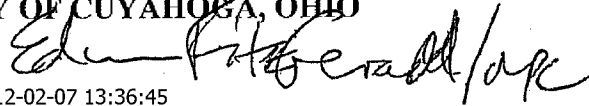
This Contract shall not be amended, except by a written instrument signed by both parties.

XIII. ELECTRONIC CONTRACT

By entering into this Contract I agree on behalf of the contracting or submitting business entity, 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 WITNESS WHEREOF, the COUNTY and the PROVIDER have executed and delivered this Contract as of the date first written above.

Edward FitzGerald, County Executive
COUNTY OF CUYAHOGA, OHIO



2012-02-07 13:36:45

BY: _____

Edward FitzGerald, County Executive

Motorola Solutions, Inc.

BY: 