

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this 11th day of January, 2011 between the **County of Cuyahoga, Ohio** ("County"), and **Johnson Controls, Inc.**, a company that maintains, repairs, retrofits, and replaces Equipment Services, Building Automation Services, Mechanical System Enhancements, System Analysis & Testing, Security & Fire System Services and Energy Efficiency Sustainability Services with principal offices located at 9797 Midwest Avenue, Garfield Heights, Ohio 44125 (the "Provider").

RECITALS

WHEREAS the Department of Central Services is an office of Cuyahoga County government that provides Facilities Management Services; and

WHEREAS Provider is an experienced Vendor that seeks to provide the County with Preventative Maintenance Services of the Metasys and Pneumatic Controls Systems for the Justice Center, Jail I, Jail II, Old Courthouse, Courthouse Square, and the Administration Building; and

WHEREAS these services are necessary to support the continuing operations of the Preventative Maintenance Program for the Metasys and Pneumatic Controls Systems for the Justice Center, Jail I, Jail II, Old Courthouse, Courthouse Square, and the Administration Building;

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This agreement shall be for a period of one year commencing on January 1, 2011 and concluding on December 31, 2011.
2. **Scope of Services.** Provider shall perform the services detailed in the attached Schedule/Exhibit A, incorporated herein by reference.
3. **Compensation.** For services rendered and expenses incurred under this agreement, Provider shall be entitled to total annual compensation in the amount of \$205,655.26, payable monthly, inclusive of all reasonable expenses. Provider shall provide a written invoice to the County on a monthly basis during the contract period for services performed and payment due. The County shall authorize payment to Provider in a reasonable time so that payment may be processed within thirty (30) days after receipt of each invoice.
4. **Agents or Assistants.** Provider may contract with agents, assistants or corporations to assist in the performance of these services and is authorized to engage the services of agents or assistants or any other persons or corporations to aid or assist in the proper performance of these services. Compensation to the agents, assistants, persons or

corporations shall be paid by Provider. All agents, assistants, persons corporations and subcontractors of Provider that perform work pursuant to this agreement shall do so as independent contractors and not as employees of Cuyahoga County.

6. Termination. Either party may terminate this Agreement by providing the other party with thirty (30) days written notice of the intent to terminate. In the event of termination by either party, the County agrees to compensate Provider for all services performed under this Agreement prior to the termination date.

7. Non-Assignment. Provider shall not assign or transfer any interest in this contract without the express written consent of the County. This provision does not apply to the engagement of subcontractors or agents of Provider.

8. Governance. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio.


9. Legal Construction. In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

10. Indemnity. Provider agrees to indemnify and save harmless the County against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of Provider, or its officers, agents, or employees of either while engaged in the performance of this Contract.

11. Notices. All notices shall be in writing and shall be deemed given if mailed by certified mail, return receipt requested, to the other party at the following addresses (or at such other address for a party as shall be specified by notice given pursuant hereto):


12. Electronic Signatures. By entering into this contract, I agree on behalf of the contracting or submitting business entity, 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 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 Transaction, and to comply with the Electronic Signature Policy of Cuyahoga County.

COUNTY OF CUYAHOGA, OHIO

By: 

Edward FitzGerald, County Executive

CONTRACTOR:

 December 14, 2010
Printed Name: Chad Reed, Cleveland Service Branch Manager