

CONTRACT

This AGREEMENT made and entered into this 3rd day of February 2011, by and between the County of Cuyahoga, Ohio (the "County"), and Watch Systems LLC, a Limited Liability Company, with principal offices located at 516 East Rutland Street, Covington, Louisiana 70433 (the "Provider").

WHEREAS, Watch Systems has developed and is continuing to use techniques and programs allowing for mailing of sex offender notifications; and

WHEREAS, The Cuyahoga County Sheriff's Office desires to engage the services of Watch Systems for purposes of providing services related to mailing sex offender notifications;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Cuyahoga County Sheriff's Office and Watch Systems hereby agree as follows

I. PURCHASE OF SERVICES

Subject to the terms and conditions in this contract, the County agrees to purchase certain services to be provided by Watch Systems LLC for the purpose of community notifications about the location (residence) of sex offenders in the neighborhood.

II. SCOPE OF SERVICES

Watch Systems LLC agrees to provide the following services:

[A detailed description of the scope of services to be provided is attached as Exhibit A]

III. COMPENSATION

- A. Compensation to Watch Systems shall be in an amount not to exceed \$200,000 for the term of the agreement.
- B. Budget for services provided in Attachment A.

IV. TERM OF AGREEMENT

- A. Watch Systems shall perform the services described from February 3rd 2011 through February 3rd 2012.
- B. Compensation to Watch System is contingent upon the receipt of the dollars from the various funding sources. Should the dollars not be available Watch Systems LLC will be made aware of this and all invoices will be paid with the dollars remaining and the contract shall be terminated.

V. CONTRACT TERMINATION

The County may terminate this contract by delivery of a thirty (30) day advance written notice to Watch Systems LLC. Only those services actually provided through the effective date of termination will be paid.

VI. MODIFICATIONS

By the mutual consent of the Cuyahoga County Sheriff's Office and Watch Systems, this contract may be modified whenever such modifications are deemed necessary. Any such modifications to the contract shall be by written contract amendment signed by both parties.

VII. ANTI-DISCRIMINATION

The Cuyahoga County Sheriff's Office and Watch Systems LLC agree that in the performance of this contract, there shall be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act and any such violation, thereof, shall be deemed a breach of the contract.

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:

Cuyahoga County Sheriff's Office	Watch Systems LLC:
1215 West 3 rd Street	516 East Rutland Street
Cleveland, Ohio 44113	Covington, Louisiana 70433
Attn: Donna Kaleal 2 nd Fl. Fiscal	Attn: Mike Cormaci

IX. NON-ASSIGNMENT

Watch Systems LLC shall not assign or transfer any interest in this contract without the express written consent of the County and may subcontract for services only as expressly provided in this contract.

X. INDEMNITY

A. CONTRACTOR agrees to release, indemnify and to hold harmless the Cuyahoga County Sheriff's Office, and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligent failure of CONTRACTOR to perform its duties and obligations under this contract.

XI. ENTIRE AGREEMENT

This agreement constitutes the full and complete expression of the contract between the parties and supersedes any prior or contemporaneous oral or written agreements. This contract shall not be amended except as provided in section VI above.

XII. ELECTRONIC SIGNATURE

BY ENTERING INTO THIS CONTRACT THE UNDERSIGNED AGREES 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 TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS THEREOF, the Cuyahoga County and Watch Systems have caused this contract to be executed this 3rd day of February, 2011.

CONTRACTOR:

Cuyahoga County, Ohio

By: [Signature]
Printed Name: Jonathan Roberts
Title: Vice President

By: X [Signature]
Edward FitzGerald, County Executive