

CONTRACT
Between
CUYAHOGA COUNTY
And
MOTOROLA SOLUTIONS
FOR

Recurring Maintenance Services

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the County of Cuyahoga, Ohio (the "County") and MOTOROLA SOLUTIONS, INC., an Ohio corporation with offices located at 1301 East Algonquin Road, Schaumburg, Illinois (the "Provider").

WITNESSETH THAT:

WHEREAS the COUNTY has determined that it desires to enter into contract with MOTOROLA SOLUTIONS, INC., in order to provide services for maintenance coverage and services for the Cuyahoga Emergency Communications System (CECOMS) radio system and related equipment for the period of January 1, 2012, through December 31, 2014.

AND WHEREAS, MOTOROLA SOLUTIONS, INC. has experience in providing conference services; NOW, THEREFORE, it is desirable and necessary that the COUNTY and the PROVIDER enter into a Contract in order to complete the necessary recurring services outlined in the scope of work section of this contract.

The parties mutually agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services as set forth in **Attachment I (Service Agreement)** during the period of January 1, 2012, through December 31, 2014. Any changes or deviations from the original Bid Specification must be set forth in writing and approved by the COUNTY prior to implementation.

II. COMPENSATION

A. Reimbursement

The COUNTY shall reimburse the MOTOROLA SOLUTIONS, INC. for allowable expenses incurred in providing the above services, wholly out of funds allocated for contractual services for CECOMS. In no event shall compensation exceed Thirty Four Thousand One Hundred Twenty Five Dollars and Twelve Cents (\$34,125.12).

III. METHOD OF PAYMENT Payment shall be made by the COUNTY to the MOTOROLA SOLUTIONS, INC. on successful completion of the above-mentioned Scope of Services, and shall be made after MOTOROLA SOLUTIONS, INC. provides a detailed, documented invoice of services provided.

Reimbursements may be withheld by the COUNTY, if MOTOROLA SOLUTIONS, INC. is found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions. If office vouchers have been used to expedite payment of services, these costs will be deducted and/or credited against this contract and invoices under this Contract.

IV. AUDITS

The COUNTY, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients and records of MOTOROLA SOLUTIONS, INC. that are pertinent to the subject grant. MOTOROLA SOLUTIONS, INC. agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other. MOTOROLA SOLUTIONS, INC. is liable to the County of Cuyahoga, Ohio (the "County") for the return of all unspent awarded funds or disallowed expenditures as a result of an

V. NOTICES

Any reports, notices, invoices or communications required in this Agreement 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

Cuyahoga County Department of Public Safety and Justice Services

310. W. Lakeside Avenue, Suite 700

Cleveland, Ohio 44113 Telephone: (216) 443-2701

PROVIDER: MOTOROLA SOLUTIONS, INC.: Greg Meczka, System Manager

1301 E. Algonquin Road

Schaumburg, Illinois 60196 Telephone: (216) 433-9100

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

VI. TERMINATION

This contract/agreement shall terminate on the date stated in Section VII or after reasonable written notice and opportunity to correct any substantial breach of this Agreement.

VII. TERM

This contract/agreement, subject to approval by County of Cuyahoga, Ohio (the "County") will enter into effect as of January 1, 2012 and unless sooner terminated for cause, will terminate on December 31, 2014.

VIII. CUYAHOGA COUNTY HELD HARMLESS

The MOTOROLA SOLUTIONS, INC. agrees to indemnify and hold harmless (and at the COUNTY's request, defend) Cuyahoga County elected officials, and all other persons or organizations cooperating in the conduct of the program, and their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnitee") 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 MOTOROLA , SOLUTIONS INC., and applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

IX. NON-DISCRIMINATION

The MOTOROLA SOLUTIONS, INC. agrees to provide 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 MOTOROLA SOLUTIONS, INC.

X. COMPLIANCE WITH THE LAW

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

XI. ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the Agreement between the parties and supersedes any prior contemporaneous oral or written agreements. This Agreement shall not be amended except by a written instrument signed by both parties.

XII. ELECTRONIC CONTRACT

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 transactions, and to comply with the electronic signature policy of Cuyahoga County.

**IN WITNESS WHERE OF, the COUNTY and MOTOROLA SOLUTIONS, INC., has
executed and delivered this Agreement as of the date first above written.**

MOTOROLA SOLUTIONS, INC.

By: Gregory Meczka

Gregory Meczka, System Manager

COUNTY OF CUYAHOGA, OHIO

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive

By: Edward FitzGerald/ak
2012-02-09 11:29:36
Edward FitzGerald, County Executive