

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 Cuyahoga County Justice Services and Elsas North America, LLC, a Corporation with principal office located at 205 H. Creek Ridge Road, Greensboro, North Carolina 27406 (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 March 30, 2011 through and including March 30, 2012, or as adjusted by approved formal request.

The PROVIDER will provide the COUNTY with Maintenance Services on equipment used for the purpose of assisting law enforcement agencies with early identification technology. Maintenance services are necessary for warranty on ELSAG hardware products against defects in design, material and workmanship under normal use.

NOW THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The PROVIDER shall provide all services necessary to provide maintenance services and warranty services on equipment used for the purpose of assisting law enforcement agencies with early identification technology as outlined in the attached Scope of Work.

II. COMPENSATION-METHOD OF PAYMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services. Payment shall be made by the COUNTY to the PROVIDER based upon the above-mentioned Scope of Work. Payment shall be made within thirty (30) days following the receipt of the detailed, documented invoice of services from the PROVIDER. **Compensation shall not exceed forty five**

thousand nine hundred fifty one and fifty cents or \$45,951.50.

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.

III. AVAILABILITY

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

IV. TERM

This Contract will enter into effect as of **March 30, 2011**, and unless sooner terminated for cause, will terminate on **March 30, 2012**, unless otherwise extended and approved in writing by the COUNTY.

V. TERMINATION

This Contract shall terminate on the date stated in Section IV 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.

VI. 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.

VII. 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 Justice Services
310 W. Lakeside Avenue, Suite 700
Cleveland, Ohio 44113
Telephone: (216) 698-2701

AGENCY:

Matt Maxwell
Elsag North America, LLC
205 H Creek Ridge Road
Greensboro, NC 27406
Telephone: (845) 278-5425

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

VIII. 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.

IX. 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 the County of Cuyahoga and its respective property.

X. 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.

XI. 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.

XII. 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 the County of Cuyahoga.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER have executed and delivered this Contract as of the date first written above.

COUNTY OF CUYAHOGA, OHIO

BY: 2012-04-26 15:01:19

Edward FitzGerald, County Executive

ELSAG NORTH AMERICA, LLC

BY:

Ross Jurait, General Counsel