

COUNTY OF CUYAHOGA CONTRACT

This Contract made and entered into this 23 day of January, 2012 by and between the **County of Cuyahoga, Ohio** (the "County"), and **Industrial Video**, with principal offices located at 14885 Sprague Road Cleveland, Ohio 44136-1769 (the "Contractor").

WITNESSETH:

The Department of Public Works is an office of Cuyahoga County government that provides Facilities Management Services; and

That for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to provide the County with services to support the continuing operations required for the Preventative Maintenance on the audio and visual equipment located in the Cuyahoga County Council Chambers, 1st floor of the Justice Center Complex, 1200 Ontario Cleveland, Ohio, 44113, in accordance with the specifications and to the satisfaction and acceptance of the County.

The Contractor further covenants and agrees that the following documents shall be bound with or accompany and be an essential part of this contract: specifications predicated to this contract; the general clauses and covenants of the County in effect at the time this Contract is entered into, and this Contract.

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 March 1, 2012 and concluding on February 28, 2013
2. **Scope of Services.** Contractor shall perform the services detailed in the attached Specification scope of services/Exhibit A, incorporated herein by reference.
3. **Compensation.** For services rendered and expenses incurred under this agreement. Contractor shall be entitled to annual compensation in the total amount not-to-exceed \$4,800.00 – Preventative Maintenance Hourly Rate \$70.00 – Service Calls Hourly Rate \$80.00 – After Hour Emergency Service Hourly Rate \$120.00. Contractor shall provide a written detailed invoice to the County, twice during the contract period year, in the amount of \$725.00 for services performed and payment due. All invoices shall reflect the contract number. The County shall authorize payment to Contractor in a reasonable time so that payment may be processed within thirty (30) days after receipt of each invoice.
4. **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 the Contractor for all services performed under this Agreement prior to the termination date.
5. **Non-Assignment.** Contractor shall not assign or transfer any interest in this contract without the express written consent of the County.

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

7. **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.** Contractor 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 Contractor, or its officers, agents, or employees of either while engaged in the performance of this Contract.

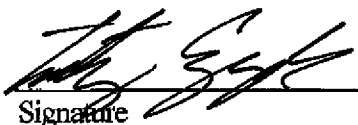
11. **Notices.** All notices shall be in writing and shall be deemed given if mailed by certified mail, return receipt requested, to the other party at the following addresses (or at such other address for a party as shall be specified by notice given pursuant hereto):

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: _____
Ed FitzGerald, County Executive

CONTRACTOR, Industrial Video:


Signature


Printed Name