

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is entered into between the County of Cuyahoga, Ohio (hereinafter referred to as the "County"), 1219 Ontario Street, Cleveland, Ohio, 44113; and M.T.S. (MICROGRAPHIC TECHNOLOGY SERVICES), INC. (hereinafter referred to as "MTS") whose local mailing address is 639 Sherwood Drive, Aurora, Ohio 44202.

WHEREAS the County may have matters involving specialized issues requiring Parts and Services for various Micro to Microfilm Printers in multiple locations; and

WHEREAS MTS is responsive bidder and capable of providing services related to the Maintenance of microfilm Equipment.

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

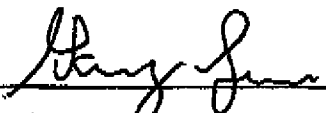
1. Term. This agreement shall be for a period of one year (twelve months) commencing on April 1, 2012 and concluding on March 31, 2013. County reserves the option to cancel service at any location encompassed by this agreement that may be closed or liquidated by the discretion of the County by written notice not less than thirty days prior to such requested action without any further compensations for the discontinued location.
2. Scope of Services. The MTS shall provide a Certified Factory Parts and Services as identified to maintain the specified Microfilm Equipment.
3. Compensation. For services and materials rendered and expenses incurred under this agreement, the Vendor shall be entitled to compensation in the total amount not to exceed \$ 13,000.00. MTS shall provide a written invoice to the County for services performed and payment due with all costs itemized and supported. The County shall authorize payment to MTS within a reasonable time so that payment may be processed within thirty (30) days after receipt of each invoice.
4. Indemnity. M-Tech agrees that it will at all times indemnify and hold harmless the County and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.
5. Non-Assignment. MTS 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.
8. Workers Compensation. The Consultant shall secure worker's compensation for all of its employees as required by law. If the number of employees is insufficient to obtain such coverage, a statement to this effect shall be attached hereto in lieu of the Worker's Compensation Certificate.
9. 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 addresses shown above (or at such other address for a party as shall be specified by notice given pursuant hereto):



By Entering into this Contract or by submitting a bid, I agree on behalf of the Contracting 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 Chapter 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.

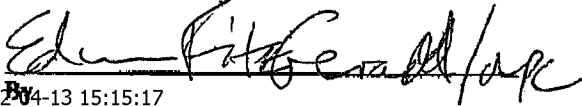
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned

M.T.S. (MICROGRAPHIC TECHNOLOGY SERVICES), INC.

By 
GARY SPICE

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive



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