

CONTRACT

between

CUYAHOGA COUNTY, OHIO

and

STEPHEN CAMPBELL & ASSOCIATES, INC.

THIS CONTRACT is entered into this _____ day of _____, 2012, by and between Cuyahoga County, Ohio ("COUNTY"), a political subdivision of the State of Ohio, on behalf of Cuyahoga County Medical Examiner, CECOMS, and the Sheriff's Office, and STEPHEN CAMPBELL & ASSOCIATES, INC. an Ohio corporation, with its principal office located at 2418 Allen Blvd., Beachwood, Ohio 44122 ("PROVIDER").

WHEREAS, the COUNTY has a present need for hardware maintenance services for the CyberTech and Dynamic Instruments Recording Systems used by the Cuyahoga County Medical Examiner, CECOMS, and Sheriff's Office, and;

WHEREAS, the PROVIDER supplies maintenance services on the County's CyberTech and Dynamic Instruments Recording Systems used by the Cuyahoga County Medical Examiner, CECOMS and Sheriff's Office; and

WHEREAS, the COUNTY desires to avail itself of maintenance services for the CyberTech and Dynamic Instruments Recording Systems for the Medical Examiner, CECOMS and Sheriff's Office, and the PROVIDER is willing to provide such service to the COUNTY upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PROVIDER and the COUNTY agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services set forth in the Guaranteed Maintenance Service Agreement (Service Agreement), attached as Exhibit A to this Contract and made a part hereof as if fully rewritten

herein, which reflects services to equipment for the Medical Examiner, CECOMS and the Sheriff's Office. Any changes or deviations from the original proposal specifications must be set forth in writing and approved by the COUNTY prior to implementation.

II. COMPENSATION

The COUNTY shall pay the PROVIDER for the accomplishment of all the services hereunder, wholly out of funds allocated for these contractual services, an amount not to exceed \$22,000.00.

III. METHOD OF PAYMENT

3.1 Payment shall be made by the COUNTY to PROVIDER on successful completion of the above-mentioned Scope of Services, and shall be made after PROVIDER submits a detailed, documented invoice for the services provided to the following address:

Cuyahoga County Public Safety
Fiscal Department
310 W. Lakeside Suite 750
Cleveland, Ohio 44113

3.2 Payment will be due upon approval of the Cuyahoga County Executive.

3.3 Funding allocated for this contract for performance of the services set forth in the Service Agreement is divided between the Medical Examiner, CECOMS and the Sheriff's Office as follows:

Department	Index Code	10/1/12 to 9/30/13	09/30/13 10/01/14	10/1/14 9/30/15	TOTAL
Sheriff's Office	SH350272			\$2,200.00	\$2,200.00
Medical Examiner	CR180026	\$2,600.00	\$2,600.00	\$2,600.00	\$7,800.00
CECOMS Agency	JA106773	\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00

3.4 Any provision of this Contract to the contrary notwithstanding, payment by the COUNTY hereunder shall be subject to annual appropriation of sufficient funds by Cuyahoga County Council. The COUNTY may terminate this contract, on 30-days written notice to PROVIDER, in the event of insufficient appropriation, at no additional charge or cost to the COUNTY.

IV. TERM

The term of this Contract shall begin on October 1, 2012, and shall, unless extended by the COUNTY or unless sooner canceled or terminated pursuant to the provisions hereof, expire on September 30, 2015.

V. 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
Cuyahoga County Department of Public Safety and Justice Services
310. W. Lakeside Avenue, Suite 700
Cleveland, Ohio 44113
Telephone: (216) 443-2701

PROVIDER:
STEPHEN B. CAMPBELL & ASSOCIATES, INC.
2418 Allen BLVD,
Beachwood, Ohio 44122
Telephone: (216) 292-7121

VI. TERMINATION

6.1 Both parties may terminate this Contract upon 30-days notice after the occurrence of a material default and failure to cure in a reasonable time.

6.2 Any provision of this Contract to the contrary notwithstanding, the COUNTY may terminate this Contract, on 30-days written notice to PROVIDER, in the event of insufficient appropriation of funds by the Cuyahoga County Council, at no additional charge or cost to the COUNTY.

VII. ASSIGNMENT

This Contract was awarded to the PROVIDER based upon PROVIDER's unique qualifications and skills, and no task required to be performed under this contract by the PROVIDER shall be subcontracted to third parties without the express written consent of the COUNTY.

VIII. INDEMNIFICATION

The PROVIDER shall have sole liability for, and shall indemnify, defend, and hold harmless the COUNTY against all acts and omissions by it or any of its employees or agents in any way relating to this Contract or arising from the services rendered under this Contract, any workers' compensation claims, as well as any and all breaches of any of the terms, representations, warranties, or other covenants under this Contract. The PROVIDER, on behalf of itself, its owners, members, directors, officers, employees, agents, representatives, parents, subsidiaries, affiliates, successors, and assigns, hereby releases and shall continue to release and hold Cuyahoga County harmless from any and all claims, losses, or other liabilities in any way relating to this Contract or arising from the services rendered under this Contract, including, but not limited to, workers' compensation, medical negligence, or malpractice.

X. INSURANCE

The PROVIDER shall have in effect, for the term of this Contract, insurance coverage of at least one million dollars (\$1,000,000.00) per each occurrence, and no less than two million dollars (\$2,000,000.00) in the aggregate, against all acts and omissions in any way relating to or arising under this Contract, and shall name the County as a named insured, upon execution of this Contract. Such insurance shall, at a minimum, include coverage for commercial general liability, automobile liability, workers' compensation and employer liability, and umbrella and excess liability. The PROVIDER shall also provide for professional liability insurance for at least one million dollars (\$1,000,000.00) per occurrence, and no less than three million dollars (\$3,000,000.00) in the aggregate, and shall name the COUNTY as a named insured on the professional liability insurance as well.

IX. NON-DISCRIMINATION

The PROVIDER agrees to provide maintenance 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 PROVIDER

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. All COUNTY contracts, including this Contract, are

subject to all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. PROVIDER agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this Contract for all purposes.

X. 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.

XI. MISCELLANEOUS

11.1 PROVIDER represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.

11.2 This Contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY. The individuals signing on behalf of the parties to this Contract are authorized to execute this Contract on behalf of the COUNTY and the PROVIDER. The PROVIDER recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.

XII. ELECTRONIC SIGNATURE

By entering into this Contract, the PROVIDER 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 the COUNTY.

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

STEPHEN CAMPBELL & ASSOCIATES,
INC.

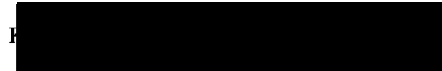
CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY: Stephen Campbell

BY: Ed FitzGerald/apc
2012-09-14 16:15:42
Edward FitzGerald, County Executive

TITLE: President



Approved for legal form and correctness
by Cuyahoga County Law Department.

BY: _____

Stephen Campbell & Associates, Inc.
2418 Allen Blvd., Beachwood, OH 44122
Attachment A

Phone: (216) 292-7121

GUARANTEED MAINTENANCE SERVICE AGREEMENT

1. Stephen Campbell & Associates, Inc. will maintain for the original purchaser, the equipment covered in efficient operating condition on a year-to-year basis, provided that this equipment is placed under this Agreement within one year from date of original purchase and the Agreement is continued in force without lapse, and is non-transferable.
2. Equipment placed under this Guaranteed Maintenance Service (GMS) Agreement more than one year after date of original sale is subject to inspection by Stephen Campbell & Associates, Inc. or its authorized service dealer representative, to determine that the equipment is in good operating condition. If the equipment is not in such condition, the customer will be charged a separate charge for any necessary overhauling or rebuilding of such equipment.
3. All parts necessary as replacement parts will be furnished without charge with the exception of media, connectors, cables, or special accessories. The GMS Agreement excludes fire, theft, water damage, accidents, abuse, power line fluctuations, acts of God, or repairs by unauthorized personnel, or any other cause not due to fault of manufacturer or Stephen Campbell & Associates.
4. Guaranteed Maintenance Service coverage includes: All parts, labor charges, travel charges, and necessary shop repairs. It does not include moves, adds, and changes.
5. Response time for emergency conditions will be within twenty-four (24) hours from the time that the authorized service agent receives the call. Emergencies are defined as the inability to record incoming calls. Non-emergency response time may extend to the next business day-8:00 a.m. to 5:00 p.m.
6. Stephen Campbell & Associates, Inc.'s responsibility with respect to the GMS Agreement is limited to equipment covered and does not cover the telephone company's trunks and circuits, or any outside manufacturers.
7. The customer shall allow employees of Stephen Campbell & Associates, Inc. and representatives of Stephen Campbell & Associates, Inc. access, as needed, to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this Agreement.
8. Any maintenance or service work performed on the equipment by anyone other than an authorized agent of Stephen Campbell & Associates, Inc. during the period of this Agreement without consent of Stephen Campbell & Associates, Inc. shall render this Agreement null and void.
9. This Agreement is for the contract period set forth below, and can be renewed at the annual renewal date. If applicable, the customer agrees to pay any sales tax or other tax imposed with respect to this Agreement.
10. Stephen Campbell & Associates, Inc. is not responsible for loss of business to the customer caused by the equipment failure. If the foregoing disclaimers are contrary to applicable law or otherwise are held by a court of competent jurisdiction to be ineffective, manufacturer's and

Stephen Campbell & Associates Inc.'s liability, if any, for damages shall not exceed the end user's purchase price for the product(s) or part(s) in question.

CUSTOMER: * CUYAHOGA COUNTY
 ADDRESS: * 310 West Lakeside Suite 750
 * Cleveland, Ohio 44113

LOCATION	EQUIPMENT	COVERAGE	AMOUNT
CORONER'S OFFICE 11001 Cedar Ave Cleveland, OH 44106	CyberTech Myracle 30-VoIP DVD Recorder, with Super Micro Rack-mount Server	10-1-2012 thru 9-30-2015 (3 years)	\$7,800.00
CECOMS Dept of Justice Affairs Emergency Services Div 1255 Euclid Ave/Ste 102 Cleveland, OH 44115	DI Reliant 48-CH DVD Recorder	10-1-2012 thru 9-30-2015 (3 years)	\$12,000.00
SHERIFF'S OFFICE 1215 West Third Street Cleveland, OH 44113	CyberTech Myracle 10-CH Analog; 10-CH VoIP Recorder, with HP Tower Server and UPS Power Supply	10-1-2014 thru 9-30-2015	\$2,200.00
TOTAL			\$22,000.00