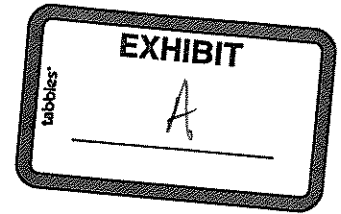


10-080



AGREEMENT
BETWEEN THE CITY OF COLUMBUS, OHIO
AND
THE COUNTY OF SUMMIT

This Agreement is hereby made and entered into between the City of Columbus, Ohio ("Columbus") and the County of Summit ("County") this ____ day of _____, 2010.

WITNESSETH:

WHEREAS, Columbus developed the GreenSpot Program to encourage environmentally conscious practices throughout Columbus; and

WHEREAS, The GreenSpot Program includes an interactive website (hereinafter "website") that was developed for Columbus; and

WHEREAS, Columbus owns the exclusive license to the GreenSpot Program and the website, its content and associated code and scripts; and

WHEREAS, County desires to implement a version of the GreenSpot Program; and

WHEREAS, Columbus agrees to allow County to implement its version of the GreenSpot Program and to use the website in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Columbus hereby allows County to implement its own version of the GreenSpot Program shall provide County with the HTML code and scripts necessary for County to develop and establish its version of the website. Columbus shall also provide County with any reasonable technical assistance that County will need in developing its website.

2. County shall be responsible for all other aspects of the implementation of its version of the website, including, but not limited to, obtaining a domain name, uploading the required HTML code and scripts to its server and modifying the website as may be necessary in accordance with the terms and conditions contained herein.

3. County's use of the website is subject to the following terms and conditions:

a. County shall not alter the basic tone, format or template of the website, including but not limited to, layout, fonts, and color scheme. County is expressly

permitted to alter the content of the website, including but not limited to, the written content, maps, drawings, logos, links, photographs, and County specific programs, plans, policies, information, etc.

b. County shall not alter the GreenSpot Program logo, except to change Columbus specific verbiage to County specific verbiage. County may also incorporate its own logos into the website and the color scheme of the website shall not require County to alter or modify its logos.

c. County shall acknowledge Columbus and Mayor Michael B. Coleman as the founder of the GreenSpot Program on the website. County shall also have the right to identify itself as a partner in the GreenSpot Program.

d. County shall not share the HTML code and scripts with any third party except as may be necessary for County to establish its version of the website.

e. Any use of the website contrary to the terms set forth herein may result in the termination of this Agreement at Columbus's option, as set forth in Section 7, below.

4. County may perform technical/programming upgrades to the website, subject to the following terms and conditions:

a. All technical/programming upgrades to the website must be approved by Columbus in advance. Columbus shall not unreasonably refuse its approval and said approval right shall not extend to any content-related matters as set forth in Section 3(a) above.

b. Upon approval by Columbus, County shall provide Columbus with all data and information necessary for Columbus to also implement the upgrades for its site.

c. Columbus shall have the right to share, at no charge, the data and information relating to all upgrades provided by County with any other entity to which Columbus has provided rights to the website. This right shall survive the termination of this agreement. Columbus shall not sell said data and information without the consent of the County.

d. Columbus shall provide County with any data and information related to any upgrades it develops or acquires from other entities to which Columbus has provided rights to the website.

5. Columbus warrants and represents that it has exclusive license to the GreenSpot Program, the website, the HTML code and script and any and all intellectual property that is governed by this agreement.

6. No modification, amendment, alteration, addition or waiver of any section or condition of this agreement shall be effective or binding unless it is in writing and signed by an authorized representative of the County and Columbus and approved by any appropriate authorities.

7. This agreement may be terminated upon the default of the other party. A default shall be defined as a party's failure to comply with the terms and conditions of this agreement. In the event of a default, the non-defaulting party shall provide written notice to the defaulting party of its intent to terminate this agreement in thirty (30) days. If the default is not cured to the satisfaction of the non-defaulting party, then this agreement shall terminate on the date specified in the notice. Regardless of default, either party may terminate this agreement upon ninety (90) days written notice to the other. Following termination, County shall retain ownership to all "content-related" items as identified in Subsection 3(a), above, and any stand-alone upgrades not reliant on the HTML code and scripts possessed by Columbus. Columbus shall retain the right to use and share all upgrades provided by the County notwithstanding termination of this agreement for any reason.

8. Any notice or demand or other communication required or permitted to be given under this agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

For the City: Erin Miller
Environmental Steward
Office of Mayor Michael B. Coleman
City of Columbus
90 W. Broad Street
Columbus, Ohio 43215

For the County: Richard E. Dobbins
Director of Law
175 S. Main St.
8th Floor
Akron, OH 44308

9. This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the County arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

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10. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements or representations not contained in this agreement or as written amendment hereto shall not be binding on either party.

11. If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the agreement are declared severable.

12. This agreement may not be assigned or otherwise transferred to others by either party without the prior written consent of the other.

Approved as to form:

COUNTY OF SUMMIT, OHIO

Richard E. Dobbins, Director
Department of Law

Russell M. Pry, Executive

Date: _____

CITY OF COLUMBUS, OHIO

City Attorney
City of Columbus

Michael B. Coleman, Mayor

Date: _____