

EXHIBIT A
Intergovernmental Agreement

12-127

This Agreement is entered into by and between the County of Summit, Ohio, 175 S. Main St., Akron, Ohio 44308, by and through its Executive, ("County") and the Development Finance Authority of Summit County fka Summit County Port Authority, 47 N. Main St., Akron, Ohio 44308 ("Authority") on the date of the last signature below.

WHEREAS, County previously sold the building located at 47 N. Main St., Akron, Ohio 44308 to "Authority", pursuant to a purchase agreement dated _____, 2010, for the renovation of the same by Authority into the Austen BioInnovation Institute in Akron's ("ABIA") new headquarters and simulation center (hereinafter "ABIA Building"); and

WHEREAS, County retained the ownership of the parking facilities surrounding the ABIA Building, and County and Authority entered into a license agreement, dated _____, 2010, ("License Agreement") whereby the Authority was given a license for the tenants of the ABIA Building to park in and otherwise use the parking facilities; and

WHEREAS, under the License Agreement, Authority has the responsibility for bearing the ordinary maintenance costs associated with the parking facilities, and the Authority further passes along said maintenance costs to the tenants of the ABIA Building; and

WHEREAS, under the License Agreement, County continues to bear the responsibility for long-term capital replacement costs such as the occasional resurfacing of the parking lot in the parking facilities; and

WHEREAS, prior to beginning construction on the ABIA Building, the parking lot was in fair condition, however, the construction has substantially increased the deterioration of said lot, thereby requiring the same to be resurfaced; and

WHEREAS, despite the fact that the County ordinarily has the obligation to bear the cost of resurfacing said parking lot, the County, Authority and ABIA have determined it reasonable to split the cost of the same equally between the County and ABIA; and

WHEREAS, the County and Authority anticipate that the cost to resurface the lot will not exceed \$70,000; and

WHEREAS, the County and Authority desire to enter into this Agreement to provide for the County's and Authority's responsibilities in resurfacing the parking lot.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the parties hereby agree as follows:

1. Authority shall enter into an agreement with a reputable company for the resurfacing of the parking lot at a cost not to exceed \$70,000.00. Authority shall be responsible for administering the agreement and supervising the work to be performed pursuant thereto. The agreement shall provide that the resurfacing be conducted on a Saturday to minimize the inconvenience to the tenants of the ABIA Building. Authority shall notify County of

the name of the company hired to perform the resurfacing and shall further notify County of the date that the resurfacing will be conducted.

2. Upon completion of the resurfacing, County shall remit to the Authority, by inter-fund transfer, a sum equal to one-half of the total cost of resurfacing the parking lot, not to exceed \$35,000.00. County shall provide reasonable assistance to the Authority in supervising the work to be performed, and shall cooperate with Authority to ensure that vehicles of the County, its employees, officers, etc. are not present on the parking lot on the day of the resurfacing.
3. Authority shall be responsible for obtaining one-half of the total cost of resurfacing the parking lot from ABIA in a manner agreed to by Authority and ABIA.
4. Authority shall be responsible for remitting payment to the company who performs the work out of the proceeds provided to Authority under Sections 2 and 3 of this Agreement.
5. County and Authority acknowledge that restriping of the parking lot was included in the scope of construction for the ABIA Building renovation, and will be paid solely by ABIA, separate from the costs associated with resurfacing.
6. Miscellaneous Matters:
 - a. Authority, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, disability, veteran status, gender identity or sexual orientation, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.
 - b. Authority agrees to maintain and provide to the County upon demand the following reports and records:
 - i. Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Agreement are used for the purpose(s) stated in this Agreement.
 - ii. Other records and reports as required by County to enable it to comply with local, state, and federal statutes and regulations.

Authority shall maintain all records related to this Agreement for three (3) years after the County makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year (3-year) period, Authority shall retain the records until completion of the action and all issues which arise from it or until the end of the three-year (3-year) period, whichever is later.

- c. County shall have the right of access to any pertinent book, document, paper or other records of Authority which are pertinent to grant in order to make audits or examinations.
- d. Authority agrees to and shall abide by the terms and conditions of the Codified Ordinances of the County of Summit, as amended, which are hereby incorporated in this Agreement as if fully rewritten.
- e. Authority agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Agreement.
- f. County and Authority each bind itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Agreement. Neither the County nor the Authority shall assign or transfer its rights, interests, duties, or obligations under this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
- g. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.
- h. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Agreement shall be brought solely and exclusively in the Summit County Court of Common Pleas.
- i. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement which shall be severable.

By signing below, the parties intend to be legally bound by this Agreement.

 Chris Burnham, President Date
 Development Finance Authority of
 Summit County

 Russell M. Pry, Executive Date
 County of Summit

Approved as to form:

 Deborah S. Matz, Director Date
 Department of Law, Insurance & Risk Mgt.