

EXHIBIT A
AGREEMENT

12-128

between

COUNTY OF SUMMIT, OHIO

and

VILLAGE OF LAKEMORE, OHIO

for the Clean up of flammable debris, Fire Patrol and
Snowplowing at the former Edwin Shaw Hospital for Rehabilitation
Main Campus, located at 1621 Flickinger Road, Lakemore, Ohio 44250

THIS Agreement is entered into on the date of the County Executive's signature by and between the County of Summit, Ohio, (hereinafter "County"), an Ohio charter county, having its principal place of business located at 175 South Main Street, Akron, Ohio 44308, and the Village of Lakemore, Ohio (hereinafter "Lakemore"), an Ohio municipality, having its principal place of business located at 1400 Main Street, Lakemore, Ohio 44250.

WITNESSETH:

WHEREAS, the County owns the building and real property that comprised the Main Campus of the former Edwin Shaw Hospital for Rehabilitation (hereinafter "ESHR") located at 1621 Flickinger Road, Lakemore, Ohio 44250; and

WHEREAS, the County previously leased ESHR to the Akron General Medical Center ("AGMC") for the operation of a rehabilitation hospital; and

WHEREAS, AGMC previously terminated the ESHR lease, and the ESHR property has remained vacant since that time; and

WHEREAS, it is necessary for the County to remove flammable debris from inside the ESHR hospital and accessory buildings, to provide for fire patrol for the ESHR grounds and to provide for snowplowing of the ESHR grounds in order for safety vehicles to access the grounds; and

WHEREAS, Lakemore has agreed to assist the County in the aforementioned tasks; and

WHEREAS, it is necessary for the County and Lakemore to enter into this Agreement to set forth the duties and responsibilities of the parties and the amountnt of compensation the County agrees to pay Lakemore for its assistance;

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

1. Services to be provided by Lakemore. Lakemore agrees to provide the following services (the "Services") to the County:

- a. Assist the County in removing flammable debris from the ESHR hospital and accessory buildings, which shall be completed no later than March 15, 2012; and
 - b. Provide fire patrol of the ESHR grounds at least 3 time per day, 365 days per year; and
 - c. Snowplow the ESHR grounds in sufficient manner to allow safety vehicle access.
2. Compensation. The County agrees to pay Lakemore the amount of \$12,000.00 annually for the Services, with the first payment being due within thirty (30) days of the execution of this Agreement, and due annually on the anniversary of the execution of this Agreement.
3. Duties of the County. In addition to the compensation provided in Section 2, County agrees to perform the following duties:
 - a. Remove all flammable debris from the ESHR hospital and accessory buildings to the extent acceptable by the Lakemore Fire Chief.
 - b. Secure the facility in a fashion acceptable to the Lakemore Fire Chief no later than April 1, 2012.
 - c. Permit and provide access to the ESHR grounds by the Lakemore Fire Department for fire patrols and emergency purposes and to the Springfield Police Department, which performs policing services for Lakemore, for safety/emergency purposes.
 - d. Permit and provide for access to the ESHR grounds by the Lakemore Street Department for snowplowing.
 - e. In the event that the Lakemore Fire Chief does not fund the removal of debris or the securing of the facility provided for under subsections (a) and (b), above, then the County shall cure such insufficiency to the satisfaction of the Lakemore Fire Chief no later than April 15, 2012.
4. Term and Termination. This Agreement shall be effective from the date of signature by the County Executive and shall thereafter continue in full force and effect for the period of five (5) years, or until either of the parties shall give 60 days written notice to the other of its intention to terminate this AGREEMENT which may be for any reason. The duty of Lakemore to assist the County in removing flammable debris from the ESHR hospital building will terminate no later than March 5, 2012.
6. Reports and Records. The parties shall maintain and provide to the other upon demand the following records and reports:
 - a. Accounting and fiscal records adequate to enable the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Agreement are used for the purpose stated in this Agreement.

b. Other records and reports as required by the parties to comply with local, State of Ohio and federal statutes and regulations.

c. All records pertaining to this project shall be retained and made available for a minimum of three (3) years after the termination of this Agreement.

7. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this AGREEMENT be construed, held out or considered a joint venture or principal-agent.

8. Worker's Compensation. Lakemore shall carry complete and adequate worker's compensation insurance for any employee who performs services under this Agreement.

9 Miscellaneous.

a. Mutual Release. The parties are governmental entities entitled to the indemnification provisions provided by Chapter 2744 of the Ohio Revised Code and other applicable laws. The parties agree to release and forever discharge each other for any claims of negligence or liability of any kind or nature arising from this Agreement. This release and covenant not to sue provision shall survive the termination of this Agreement.

b. Integration. This Agreement represents the entire and integrated agreement between the parties. This AGREEMENT supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this AGREEMENT.

c. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this AGREEMENT were taken and that the person executing this AGREEMENT is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

d. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the County and Lakemore agree that the rule of construction that any ambiguity in this AGREEMENT is to be construed against the drafting party is not applicable.

e. Notices. Every notice and demand required under the terms of this AGREEMENT shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

f. Waiver. The remedies contained in this AGREEMENT will be cumulative, and additional to any remedies provided in law or equity. No waiver of a breach of any provision of this AGREEMENT will constitute a waiver of any other provisions.

g. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

h. Assignment. Neither party shall assign its rights or delegate its duties under this AGREEMENT without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

i. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

j. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

k. Equal Opportunity Employment/Non-Discrimination. The parties agree that in the hiring of employees for the performance of work under this AGREEMENT, the parties, their subcontractors, or any person acting on the parties' or their subcontractor's behalf, shall not discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The parties further agree that the parties, their subcontractors, or any person on the parties', or their subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this AGREEMENT on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The parties certify that they do not maintain and will not permit their employees to perform services at any segregated facilities. The parties agree to comply with all applicable federal, state and local laws, orders, rules, and regulations regarding equal employment opportunity.

l. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

m. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this AGREEMENT, each party certifies that it is compliance with these provisions.

n. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws. Any litigation arising under this AGREEMENT must be litigated in the Lakemore Municipal Court or the County of

Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this AGREEMENT effective as of the date signed by the County Executive.

COUNTY OF SUMMIT, OHIO

VILLAGE OF LAKEMORE, OHIO

By: Russell M. Pry, Executive

By: Richard Justice, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deborah S. Matz
Director, Department of Law

Becky Dougherty
Village Solicitor

Date: _____

Date: _____