

18-090  
EXHIBIT A

## Intergovernmental Agreement

Between

County of Summit

and

City of Akron, Ohio

For Payment of Costs Associated with

Vesta 911 Call Taking System

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This Intergovernmental Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2018 between the **County of Summit** (“County”), 175 S. Main Street, 8<sup>th</sup> Floor, Akron, Ohio 44308, and the **City of Akron, Ohio** (“Akron”), 166 High Street, Akron, Ohio 44308. Throughout this Agreement, the parties are identified simply as “the Parties,” meaning all parties to this Agreement.

Whereas, Akron has entered into a Master Purchase Agreement dated November 21, 2012 (the Master Agreement”) with Cassidian Communications, Inc. (the predecessor in interest to Airbus DS Communications “Airbus”).

Whereas, under the Master Agreement, Akron has purchased the use of the Vesta 911 Call Taking System (the “System”), and wishes to renew its use of the System for a five-year period.

Whereas, County has requested the Akron purchase items for its use under the Master Agreement.

Whereas, the Parties further desire to share in the cost of the System in the amounts set forth in this Agreement; and

Whereas, the Parties desire to enter into this Agreement to provide for Akron’s renewal of the System and the sharing of the cost of the same.

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Term and Termination.** The term of this Agreement shall commence on the effective date of this Agreement, as set forth above, and shall terminate upon the conclusion of the Akron’s five-year renewal of the System.

2. Allocation of System Costs Between the Parties. The Parties hereby agree that each shall be responsible for the payment of the following amounts for the System., which shall not exceed a total cost of \$499,347:

Akron	\$351,849.70
County	\$147,497.30

3. Payment of System Costs. Akron shall pay Airbus directly for all goods and services rendered in connection with the System. County shall pay \$73,748.65 to Akron, upon execution of this Agreement and shall pay the remaining \$73,748.65 no later than March 31, 2018. Payment should be made to the City of Akron, Ohio c/o Accounts Receivable 166 South High Street, 5<sup>th</sup> Floor, Akron, Ohio 44308.
4. Amendment or Modification. This Agreement may be amended or modified by the unanimous agreement of the Parties provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing and signed by a duly authorized representative of each Party.
5. 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.
6. 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.
7. Compliance with Applicable Laws. Each Party agrees to comply with all applicable federal, state and local laws, orders, rules and regulations in its performance under this Agreement.
8. 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.
9. 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, principal-agent or employer-employee.
10. 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 state or municipal courts located in Akron, Ohio.

IN WITNESS WHEREOF, the parties hereby sign this Agreement effective as of the date first written above.

**COUNTY OF SUMMIT**

\_\_\_\_\_  
Ilene Shapiro, Executive

Approved as to form:

\_\_\_\_\_  
Deborah S. Matz  
Director of Law, Insurance and Risk  
Management

**CITY OF AKRON, OHIO**

\_\_\_\_\_  
Dan Horrigan, Mayor

Approved as to form and correctness:

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Eve Belfance  
Director of Law  
City of Akron, Ohio