
COOPERATIVE AGREEMENT

among

COUNTY OF SUMMIT, OHIO

and

CITY OF AKRON, OHIO

and

CITY OF CUYAHOGA FALLS, OHIO

and

CITY OF FAIRLAWN, OHIO

and

CITY OF STOW, OHIO

and

CITY OF TALLMADGE, OHIO

Dated as of
_____, 2021

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made and entered into as of _____, 2021 ("Effective Date") by and among the COUNTY OF SUMMIT, OHIO, an Ohio county duly organized and validly existing under the laws of the State and its Charter (the "County"), the CITY OF AKRON, OHIO, an Ohio municipality organized and validly existing under the laws of the State and its Charter, ("Akron"), the CITY OF CUYAHOGA FALLS, OHIO, an Ohio municipality organized and validly existing under the laws of the State and its Charter, ("Cuyahoga Falls"), the CITY OF FAIRLAWN, OHIO, an Ohio municipality organized and validly existing under the laws of the State and its Charter, ("Fairlawn"), the CITY OF STOW, an Ohio municipality organized and validly existing under the laws of the State and its Charter, ("Stow") and the CITY OF TALLMADGE, OHIO, an Ohio municipal corporation duly organized and validly existing under the laws of the State and its Charter (the "Tallmadge"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

Recitals:

A. WHEREAS, the Cooperative Parties, other than Tallmadge, each operate separate primary Public Safety Answering Points ("PSAPs") through which they dispatch emergency calls to public safety forces, both within their communities and for other political subdivisions for which they have contracts to provide dispatch services, including Tallmadge (the "Contracted Dispatch Communities"); and

B. WHEREAS, the County, Cuyahoga Falls, Fairlawn and Stow desire to consolidate the operations of their separate PSAPs into a consolidated PSAP serving those communities and the Contracted Dispatch Communities; and

C. WHEREAS, to effectuate the consolidation of the operations of their separate PSAPs, the County, Cuyahoga Falls, Fairlawn and Stow, together with Tallmadge, desire to form and become members of the Summit Area Regional Council of Governments (the "COG"), that shall be responsible for the ongoing operation, staffing, funding and governance of a consolidated primary PSAP (the "COG PSAP"); and

D. WHEREAS, the County is the owner of certain real estate located at 630 North Avenue, Tallmadge, Ohio 44278, identified in the Summit County Records as Parcel No. 6010570 ("Joint PSAP Site"), which consists of 6.143 acres of real property and improvements, including parking facilities, outbuildings and a 35,769 square foot single-story building ("Joint PSAP Building"); and

E. WHEREAS, the County, Cuyahoga Falls, Fairlawn, Stow and Tallmadge desire that the COG operate the COG PSAP at the Joint PSAP Site and within the Joint PSAP Building; and

F. WHEREAS, Akron further desires to relocate and operate its separate PSAP ("Akron PSAP") at the Joint PSAP Site and within the Joint PSAP Building; and

G. WHEREAS, the County further desires to utilize a portion of the Joint PSAP Building for the operation of the Summit County Regional 800 MHz Regional Radio System (the "SCA8RRS") and

H. WHEREAS, to effectuate the aforementioned transactions, the Cooperative Parties desire to enter into this Cooperative Agreement to provide for the following:

i. With the exception of Akron, the Cooperative Parties shall enter into an intergovernmental agreement and take all other steps, including the adoption of bylaws, necessary to establish and organize the COG; and

ii. The County shall undertake (a) improvements to the Joint PSAP Site, including parking lot improvements and security fencing and other security improvements, (b) renovations and improvements of the Joint PSAP Building, and (c) acquisition and installation of furniture, fixtures and equipment in the Joint PSAP Building, and the installation of a radio tower upon the Joint PSAP Site, all for the support of the COG PSAP, the Akron PSAP, and the SCA8RRS (collectively, the "Joint PSAP Project"); and

iii. The parties shall allocate amongst the COG, Akron and the County the proportionate share for each entity of the costs borne by the County to undertake the Joint PSAP Project based on the amount of space within the Joint PSAP Building to be used by each entity; and

a. The County and the COG shall enter into a lease agreement for the lease of space for the COG PSAP in the Joint PSAP Building, and the recovery from the COG of a proportionate share of the County's costs in undertaking the Joint PSAP Project ("COG Lease"); and

b. The County and Akron shall enter into a lease agreement for the lease of space for the Akron PSAP in the Joint PSAP Building, and the recovery from Akron of a proportionate share of the County's costs in undertaking the Joint PSAP Project ("Akron Lease"); and

iv. Ongoing, the County shall provide certain services pertaining to the Joint PSAP Site and Joint PSAP Building such as repair, maintenance, custodial and snow plowing services, lawn care and landscaping, the costs of which shall be recovered as set forth in the COG Lease and Akron Lease; and

v. The County, COG and Akron shall enter into a Shared Use Facility Agreement, which shall accompany the aforementioned leases, and which shall govern the shared use of the Joint PSAP Site and Joint PSAP Building; and

vi. Cuyahoga Falls, Fairlawn, Stow and Tallmadge shall each enter into an agreement with the County whereby each guarantees repayment by the COG of a proportionate share of the base rent, additional rent, and any other costs owed by the COG to the County pursuant to the COG Lease (the "COG Members Guaranty Agreement"); and

vii. The Akron Lease shall contain provisions whereby Akron guarantees repayment of a proportionate share of the base rent, additional rent and any other costs owed by Akron to the County pursuant to the Akron Lease; and

viii. The County and the COG shall enter into an IT and GIS Services Agreement whereby the County shall provide information technology and geographic information services to the COG for the operation of the COG PSAP.

ix. Such other agreements as set forth and agreed to by the Cooperative Parties in this Cooperative Agreement; and

I. The Cooperative Parties believe that the undertakings of each contemplated by this Agreement will support governmental functions and enhance and promote the public health, safety and welfare of each of the Cooperative Parties, and each of the Cooperative Parties has full right and lawful authority to enter into this Cooperative Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of this Cooperative Agreement, the Cooperative Parties agree as follows:

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ARTICLE I

Definitions

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Definitions. As used herein:

“Agreement” or “Cooperative Agreement” means this Cooperative Agreement as amended and supplemented from time to time.

“Cooperative Parties” means, collectively, the County, Akron, Cuyahoga Falls, Fairlawn, Stow and Tallmadge, and “Collective Party” shall mean one or more of the Cooperative Parties, as the case and context may dictate.

“Legislative Authority” means, (i) as to the County, the Council of the County, (ii) as to Akron, the Council of the City of Akron; (iii) as to Cuyahoga Falls, the Council of the City of Cuyahoga Falls, (iv) as to the City of Fairlawn, the Council of the City of Fairlawn, (v) as to the City of Stow, the Council of the City of Stow, (vi) as to the City of Tallmadge, the Council of the City of Tallmadge.

“Notice Address” means:

as to the County:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Ilene Shapiro, County Executive

with a copy to:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Deborah S. Matz, Director of Law and
Risk Management

as to Akron:

City of Akron, Ohio
166 S. High St.
Suite 200
Akron, OH 44308
Attn: Daniel Horrigan, Mayor

with a copy to:	City of Akron Department of Law 161 S. High Street. Suite 202 Akron, OH 44308 Attn: Eve Belfance, Director of Law
as to Cuyahoga Falls:	City of Cuyahoga Falls, Ohio 2310 Second Street Cuyahoga Falls, OH 44221 Attn: Don Walters, Mayor
with a copy to:	City of Cuyahoga Falls, Ohio 2310 Second Street Cuyahoga Falls, OH 44221 Attn: Janet Ciotola, Director of Law
as to Fairlawn:	City of Fairlawn 3487 South Smith Road Fairlawn, OH 44333 Attn: William J. Roth, Mayor
with a copy to:	City of Fairlawn 3487 South Smith Road Fairlawn, OH 44333 Attn: R. Bryan Nace, Director of Law
as to Stow:	City of Stow 3760 Darrow Road Stow, OH 44224 Attn: John Pribonic, Mayor
with a copy to:	City of Stow 3760 Darrow Road Stow, OH 44224 Attn: Jaime Syx, Director of Law
as to Tallmadge:	City of Tallmadge 46 North Avenue Tallmadge, OH 44278 Attn: David G. Kline, Mayor
with a copy to:	City of Tallmadge 46 North Avenue Tallmadge, OH 44278 Attn: Megan Raber, Law Director

or such additional or different address, notice of which is given under Section 4.1 of this Agreement.

“Person” or words importing persons means firms, associations, partnerships (including without limitation general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or other governmental bodies, other legal entities and natural persons.

“State” means State of Ohio.

Section 1.3 Interpretation. Any reference herein to the County, Akron, Cuyahoga Falls, Fairlawn, Stow or Tallmadge, or to a Legislative Authority or to any member or officer of the same includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Cooperative Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

[End of Article I - Balance of page intentionally left blank.]

ARTICLE II

Representations and Covenants

Section 2.1 Representations of the County. The County represents that: (a) it is a county duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the County, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound which would have an adverse effect on the County's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the County, will constitute the legal, valid and binding obligations of the County, enforceable against it in accordance with the respective terms thereof.

Section 2.2 Representations of Akron. Akron represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to Akron, and does not, and will not, conflict with or result in a default under any agreement or instrument to which Akron is a party or by which it is bound which would have an adverse effect on Akron's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by Akron, will constitute the legal, valid and binding obligations of Akron, enforceable against it in accordance with the respective terms thereof.

Section 2.3 Representations of Cuyahoga Falls. Cuyahoga Falls represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to Cuyahoga Falls, and does not, and will not, conflict with or result in a default under any agreement or instrument to which Cuyahoga Falls is a party or by which it is bound which would have an adverse effect on Cuyahoga Falls' ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by Cuyahoga Falls, will constitute the legal, valid and binding obligations of Cuyahoga Falls, enforceable against it in accordance with the respective terms thereof.

Section 2.4 Representations of Fairlawn. Fairlawn represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to Fairlawn, and does not, and will not, conflict with

or result in a default under any agreement or instrument to which Fairlawn is a party or by which it is bound which would have an adverse effect on Fairlawn's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by Fairlawn, will constitute the legal, valid and binding obligations of Fairlawn, enforceable against it in accordance with the respective terms thereof.

Section 2.5 Representations of Stow. Stow represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to Stow, and does not, and will not, conflict with or result in a default under any agreement or instrument to which Stow is a party or by which it is bound which would have an adverse effect on Stow's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by Stow, will constitute the legal, valid and binding obligations of Stow, enforceable against it in accordance with the respective terms thereof.

Section 2.6 Representations of Tallmadge. Tallmadge represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to Tallmadge, and does not, and will not, conflict with or result in a default under any agreement or instrument to which Tallmadge is a party or by which it is bound which would have an adverse effect on Tallmadge's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by Tallmadge, will constitute the legal, valid and binding obligations of Tallmadge, enforceable against it in accordance with the respective terms thereof.

[End of Article II - Balance of page intentionally left blank.]

ARTICLE III

Cooperative Arrangements

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals to this Agreement, the Cooperative Parties have determined to cooperate with one another in accordance with the terms of this Agreement.

Section 3.2 Establishment and Organization of the COG. Concurrently upon the execution of this Cooperative Agreement, the County, Cuyahoga Falls, Fairlawn, Stow and Tallmadge shall enter into an Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by reference (the "COG Intergovernmental Agreement"), to create the COG, which shall be called the *Summit Area Regional Council of Governments*, and which shall be responsible for the ongoing operation, staffing, funding and governance of the COG PSAP. It is the intention and understanding of the parties that the COG shall provide services to the Cooperative Parties (other than Akron) and the Contracted Dispatch Communities. The County, Cuyahoga Falls, Fairlawn, Stow and Tallmadge shall take all steps necessary to create the COG as set forth under Chapter 167 of the Ohio Revised Code, and upon formation, each of those Cooperative Parties shall ensure that their respective members on the Board of Trustees of the COG vote in the affirmative to adopt initial Bylaws for the COG in materially the same form as set forth on Exhibit B, attached hereto and incorporated by reference (the "COG Bylaws"). Otherwise, the Cooperative Parties, not including Akron, agree to generally cooperate with one another and take all other necessary and reasonable actions in commencing the COG PSAP operations and continuing the same pursuant to the COG Intergovernmental Agreement and COG Bylaws.

Section 3.3 Undertaking of the Joint PSAP Project by the County Generally. Upon execution of this Cooperative Agreement, the County shall undertake the Joint PSAP Project, which includes, but shall not be limited to:

- a. designing and constructing certain renovations and improvements, as set forth below, to the Joint PSAP Site, including parking lot improvements, security fencing and other security improvements.
- b. designing and constructing certain renovations and improvements, as set forth below, to the Joint PSAP Building, including improvements and renovations for the COG PSAP, Akron PSAP and SCA8RRS operations (collectively with the renovations and improvements to the Joint PSAP Site, the "Joint PSAP Project Renovations and Improvements")
- c. identifying and acquiring all necessary furniture, fixtures and equipment, as set forth below, including for the Joint PSAP Building *and also for* the COG PSAP, Akron PSAP and SCA8RRS operations within the Joint PSAP Building, which shall also include any necessary information technology, data processing and dispatching equipment, for those operations, as well as the installation of a radio tower (the "Joint PSAP Project FFE and Technology"), excluding therefrom any furniture, fixtures and equipment contributed by each Cooperative Party.

The Cooperative Parties understand and agree that, in order to facilitate the Joint PSAP Project, the County has previously acquired the Joint PSAP Site, including the Joint PSAP Building, from the Summit County Board of Developmental Disabilities (the "DD Board") for the price of \$1,350,000.00, that the County has already paid the DD Board the amount of \$135,000.00 towards the purchase price for the same, and the County will continue to make nine (9) annual payments of \$135,000.00 to the DD Board until paid in full. The Cooperative Parties further understand and agree that, in order to facilitate the Joint PSAP Project, the County has already incurred certain costs for the design, including engineering and architectural costs, of the Joint PSAP Project Renovations and Improvements, through Mann, Parsons, Gray Architects of Fairlawn, Ohio ("MPG"). Additionally, the Cooperative Parties understand and agree that, in order to facilitate the Joint PSAP Project, the County has already incurred certain costs in the general management of the project and the identification of the Joint PSAP Project FFE and Technology, through MCM Consulting Group, Inc. ("MCM"). All costs of the County incurred prior to the execution of the Cooperative Agreement to acquire the Joint PSAP Site and Joint PSAP Building, to design the Joint PSAP Project Renovations and Improvements, and to manage the project and identify the Joint PSAP Project FFE and Technology, shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below.

The Cooperative Parties anticipate that the Joint PSAP Project Renovations and Improvements will be completed within twenty-four (24) months after the execution of this Cooperative Agreement, and that the Joint PSAP Project FFE and Technology will be installed either during the undertaking of the Joint PSAP Project Renovations and Improvements or within a reasonable period of time following the completion of the Joint PSAP Project Renovations and Improvements. The County will use reasonable efforts to complete and deliver the Joint PSAP Project upon this schedule, but shall not have liability to any of the Cooperative Parties for any delay in the same.

Section 3.4 Management of the Project by County; MCM as Contractor. The County shall generally serve as the manager of the Joint PSAP Project, including all aforementioned aspects of the same, provided, however, that the Cooperative Parties understand and agree that the County will continue its contract with MCM to provide project management services to the County as its agent following the commencement of this Cooperative Agreement, which include, but are not limited to, general project management and owner's representative services, oversight of the design and construction of the Joint PSAP Project Renovations and Improvements, and identification and oversight of procurement and installation of the Joint PSAP Project FFE and Technology. MCM's services to the County have been procured pursuant to all applicable laws governing the County's procurement of such services. All costs paid to MCM in the performance of such services shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below. The County shall not recover its in-kind staff costs contributed to the project management of the Joint PSAP Project.

Section 3.5 Joint PSAP Project Renovations and Improvements; MPG and Thomarios as Contractors. The County shall be responsible for the design of the Joint PSAP Project Renovations and Improvements. A summary of the Joint PSAP Project Renovations and Improvements that will be undertaken by the County is attached hereto as Exhibit C and is incorporated herein by reference. Additionally, attached hereto as Exhibit D, and incorporated

herein by reference, is a floor plan depicting the Joint PSAP Building following completion of the same. It is estimated that upon completion the Joint PSAP Building will be subdivided for use by the COG, Akron and County as set forth on Exhibit D and as follows:

COG PSAP:	7,082 sf
Akron PSAP:	6,452 sf
PSAP Limited Common Area (joint use by COG and Akron):	6,604 sf
County SCA8RRS:	3,768 sf
COG/County Limited Common Area:	1,895 sf
<u>General Common Areas: (joint use by COG, Akron, County):</u>	<u>4,678 sf</u>
Total Joint PSAP Building Usable Space	30,479 sf
(Total Building Square Footage is 35,769 square feet)	

The Cooperative Parties understand and agree that the County will continue its contract with MPG to provide engineering and architectural services to the County for the Joint PSAP Project Renovations and Improvements. MPG's services to the County have been procured pursuant to all applicable laws governing the County's procurement of such services. All costs paid to MPG in the performance of such services shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below.

The County shall be responsible for the construction of the Joint PSAP Project Renovations and Improvements. The County has, prior to the commencement of this Cooperative Agreement, contracted with The Apostolos Group, Inc. dba Thomarios ("Thomarios") to provide construction manager-at-risk services to County, and the Cooperative Parties understand and agree that the County will continue its contract with Thomarios to provide construction manager-at-risk services to the County for the Joint PSAP Project Renovations and Improvements. Thomarios' services to the County have been procured pursuant to all applicable laws governing the County's procurement of such services. To date, the County has not paid any sums to Thomarios, but all costs paid by the County following commencement of this Agreement shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below. Additionally, in undertaking the construction of the Joint PSAP Project Renovations and Improvements, the County will solicit bids from construction firm(s) through Thomarios to construct the Joint PSAP Project Renovations and Improvements, and will procure the same pursuant to all applicable laws governing the County's procurement of the same. All costs paid to such construction firms shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below.

Section 3.6 Joint PSAP Project FFE and Technology: MCM as Contractor. The County shall identify, acquire and install all Joint PSAP Project FFE and Technology. A summary of the Joint PSAP Project FFE and Technology that have been identified and will be acquired and installed by the County is attached hereto as Exhibit E and is incorporated herein by reference (note that any equipment, such as security equipment attached to the Joint PSAP Building that is not included on Exhibit E is included instead with the Joint PSAP Project Renovations and Improvements.) MCM shall assist the County, as part of its project management services, with the identification and acquisition of the Joint PSAP Project FFE and Technology. The County will acquire and install all Joint PSAP Project FFE and Technology in accordance with all applicable

laws governing the County's procurement of the same. All costs paid to acquire and install such Joint PSAP Project FFE and Technology shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below.

All Cooperative Parties shall contribute all of their respective consuls that connect to and utilize the CAD System for use in the COG PSAP and/or the Akron PSAP, as the appropriate case may be. Additionally, all of the Cooperative Parties participating in the COG shall contribute their CAD System computers, which shall be refinished as part of the Joint PSAP Project FFE and Technology. The Cooperative Parties participating in the COG shall contribute any additional furniture, fixtures and equipment, including, but not limited to any information technology, data processing and dispatching equipment, that the Cooperative Party desires to contribute. Akron shall contribute any additional furniture, fixtures and equipment, including, but not limited to any information technology, data processing and dispatching equipment that it desires for use in the Akron PSAP, provided that it shall contribute, at a minimum any items necessary to make the Akron PSAP fully operational. No Cooperative Party shall receive any payment or consideration from the other Cooperative Parties for any contribution of furniture, fixtures and equipment, including, but not limited to any information technology, data processing and dispatching equipment. The relocation and installation of any items from any Cooperative Parties shall be considered costs of the Joint PSAP Project, and shall be recovered by the County as set forth below. Additionally, the Cooperative Parties participating in the COG shall take appropriate steps to transfer to the COG any furniture, fixtures and equipment, including, but not limited to any information technology, data processing and dispatching equipment, and shall take all reasonable actions to transfer and assign to the COG any maintenance agreements concerning the same.

Nothing contained herein shall be construed to limit Akron's ability to install any furniture, fixtures and equipment, including, but not limited to any information technology, data processing and dispatching equipment being installed in the Akron PSAP.

All Joint PSAP Project FFE and Technology and any information technology, data processing and dispatching equipment relocated from a Cooperative Party, to the extent applicable, shall interoperate with and be compatible with the Computer-Aided Dispatch System ("CAD System") operated by the County that will be used in the COG PSAP and Akron PSAP.

Section 3.7 County to Pay and Subsequently Finance Joint PSAP Project Costs. The County shall initially pay all costs associated with the undertaking of the Joint PSAP Project, which are fully detailed in Section 3.8, below. At the time of the execution of this Cooperative Agreement, the parties estimate the costs of the Joint PSAP Project to total \$17,276,139.93, as set forth on Exhibit F. The County will use all reasonable efforts to complete the Joint PSAP Renovations and Improvements and acquire and install the Joint PSAP Project FFE and Technology for costs that are equal to or less than those set forth on Exhibit F, provided, however, that the Cooperative Parties understand and agree that any reasonable and necessary increases in said costs may be incurred by the County and that the same shall be shared by the Cooperative Parties as set forth below.

The County shall subsequently finance all of the costs of the Joint PSAP Project Renovations and Improvements and the Joint PSAP Project FFE and Technology by issuing bonds

for the cost of the same. The County anticipates that it will issue bonds with a repayment schedule of at least 20 years to pay for the costs of the Joint PSAP Project Renovations and Improvements, and will issue bonds with a repayment schedule not to exceed 20 years to pay for the costs of the Joint PSAP FFE and Technology. The County's costs in issuing and administering said bonds, including, but limited to, legal fees, issuer's fees, underwriter's fees, and trustee fees shall be included as costs of the Joint PSAP Project, that shall be recovered by the County as set forth below.

In acquiring the Joint PSAP Site, including the Joint PSAP Building from the DD Board, the County has already paid the DD Board the amount of \$135,000.00 towards the purchase price for the same, and the County will continue to make nine (9) annual payments of \$135,000.00 to the DD Board until paid in full. The County shall recover, as set forth below, the costs to acquire the Joint PSAP Site, including those already paid by the County and those to-be-paid pursuant to its agreement with the DD Board.

Section 3.8 County Recovery of Joint PSAP Project Costs. The County shall be entitled to recover its costs in undertaking the Joint PSAP Project that were incurred both prior to the execution of this Cooperative Agreement and after the execution of this Cooperative Agreement, which include:

- a. The County's costs to acquire the Joint PSAP Site, including the Joint PSAP Building, from the DD Board.
- b. The County's costs to design and construct the Joint PSAP Project Renovations and Improvements.
- c. The County's costs to acquire and install the Joint PSAP Project FFE and Technology.
- d. The County's costs to manage the Joint PSAP Project.
- e. Any other costs specifically identified in this Cooperative Agreement as being borne initially by the County and then subject to recovery by the County.
- f. The County's issuance and administration costs related to the bonds issued to finance the costs set forth in Section 3.8(b) to (e), above.

As indicated above, Exhibit F is the current estimate of the costs set forth in Section 3.8(a) to (e), above. The total amount recovered will be the actual amount expended by the County for Section 3.8(a) to (f), above.

In order to recover its costs, the County shall enter into the COG Lease and Akron Lease upon the terms and conditions set forth below. Under said lease agreements, the base rent each year shall be based on the County's actual debt service related to the bonds issued to finance the costs set forth in Section 3.8(b) to (f), above, as well as, for the first ten (10) years of the lease, the

amount of \$135,000.00 annually to recover the costs of acquiring the Joint PSAP Site, and shall be calculated as follows:

For costs in Section 3.8(a), (b), (d), (e) and (f), 46.25% shall be allocated to the base rent of the COG, 37.21% shall be allocated to base rent of Akron, and the County shall be responsible for paying the remaining 16.54% of said costs. Said percentages reflect the proportionate share of the Joint PSAP Project costs attributable to the COG for the COG PSAP, to Akron for the Akron PSAP and to the County for the SCA8RRS based on each entity's anticipated use of the Joint PSAP Site and Joint PSAP Building.

For costs in Section 3.8(c), the COG, Akron and the County shall each pay a proportionate share of the portion of the debt service used to finance the Joint PSAP FFE and Technology, with each entity's proportionate share being the amount of the actual costs for the Joint PSAP FFE and Technology to be used by that entity, divided by the total cost of the Joint PSAP FFE and Technology.

Exhibit F reflects the estimated proportionate share of the costs in Section 3.8(a), (b), (d), (e) and (f) for each entity, as well as the amount of the estimated costs in Section 3.8(c) for each entity.

Section 3.9 Operating Expenses of Joint PSAP Site and Joint PSAP Building. As the owner of the Joint PSAP Site and Joint PSAP Building, the County shall be responsible for initially paying all operating costs of the same, including, but not limited to, maintenance, custodial, insurance, utilities, assessments, pest control, waste removal and snow plowing, lawn care and landscaping costs (the "Joint PSAP Operating Expenses"). The County shall recover the costs it pays towards the Joint PSAP Operating Expenses by including the same as additional rent in the COG Lease and Akron Lease, both of which are further described below. In calculating the additional rent necessary under such leases for the County to recover its costs paid towards the Joint PSAP Operating Expenses, the County shall use the same proportionate shares set forth in Section 3.8, above – 46.25% being paid by the COG, 37.21% being paid by Akron, and 16.54% remaining the responsibility of the County. As set forth below, the Joint PSAP Operating Expenses shall be reconciled by the County annually based on actual cost.

Section 3.10 Ongoing Capital Repairs and Improvements; Capital Reserve. The Cooperative Parties understand that, over time, it will be necessary to undertake certain capital repairs and/or improvements to the Joint PSAP Site and Joint PSAP Building. When such need arises, the County shall be responsible for undertaking and managing the same.

In recognition of the need to fund such capital repairs and improvements, the County shall maintain in a segregated account a capital reserve to finance such future capital needs, and not for any other purpose. The capital reserve fund shall be funded annually in the amount of \$50,000.00, and allocated to the COG, Akron and County, annually based on each entity's proportionate share set forth in Section 3.8, above – 46.25% for the COG, 37.21% for Akron and 16.54% for the County. Annually, the County shall contribute its share of the capital reserve to the aforementioned fund. Additionally, the COG and Akron's contributions annually to the capital reserve fund will be charged as additional rent in the COG Lease and Akron Lease, respectively.

Additionally, any costs for capital repairs that exceed the amount in the capital reserve fund shall be paid by the parties based on the proportionate shares set forth in Section 3.8, above – 46.25% being paid by the COG, 37.21% being paid by Akron, and 16.54% remaining the responsibility of the County. Such costs shall also be included as additional rent in the COG Lease and Akron Lease.

Section 3.11 County as Property Manager of Joint PSAP Site and Joint PSAP Building. The County shall serve as the property manager for the Joint PSAP Site and Joint PSAP Building and shall provide the same services generally provided to other County buildings, including, but not limited to cleaning, custodial, repair, maintenance and capital improvement planning and management. The County's costs to do so, with the exception of capital expenditures from the capital reserve, shall be recovered by the County. The County's costs incurred in the management of the Joint PSAP Site and Joint PSAP Building shall be included in the Operating Expenses calculations set forth under Section 3.9, above, and recovered by the County as set forth in that Section.

Section 3.12 Lease Between County and COG. As contemplated above, the County shall enter into the COG Lease with the COG for 7,082 square feet of space in the Joint PSAP Building (the "COG Premises") for the operation of the COG PSAP, together with ancillary use of the Joint PSAP Site and the common areas in the Joint PSAP Building. The COG Lease shall be executed in substantially similar form as the lease agreement attached hereto as Exhibit G, as soon as practical following the creation of the COG. Pursuant to the COG Lease, occupancy by the COG will commence upon completion of the Joint PSAP Project Renovations and Improvements and the acquisition and installation of the Joint PSAP Project FFE and Technology, and shall continue for a period of 20 years thereafter, with an option for the COG to renew the lease for an additional 10 years. The base rent under the COG Lease shall be calculated as set forth in Section 3.8, above, and the additional rent under the COG Lease shall be calculated as set forth in Sections 3.9, 3.10 and 3.11, above. Base rent shall be paid by the COG to the County on a quarterly basis and the first quarter of base rent will be pro-rated based on the commencement date. The COG Lease will provide a customary methodology for payment of additional rent whereby the COG will pay a quarterly payment of estimated additional rent, which will be reconciled annually in the first quarter of each calendar year for the prior year. Additional rent for the first year shall be based on an estimate provided by the County to the COG, which the Cooperative Parties estimate to be \$8.00 per square foot (excluding the capital contribution). The COG Lease shall further identify all items constituting Joint PSAP Project FFE and Technology being leased to the COG, shall confer upon the COG the right to purchase the same for \$1.00 upon the expiration of the COG Lease, and shall obligate the COG to replace any damaged or destroyed Joint PSAP Project FFE and Technology at the COG's cost. The COG Lease shall provide for the shared use of the common areas, both general and limited, within the Joint PSAP Building pursuant to a Joint Use Agreement that will be entered into between the COG, Akron and the County, as set forth below.

Additionally, the COG Lease shall provide an option to the COG that may be exercised any time during the initial term of the COG Lease, except as limited in this Section, that would require the County to condominiumize the Joint PSAP Building and to sell the COG Premises to the COG. In such event, the purchase price shall be the COG's proportionate share of the

remaining principal outstanding on the bonds issued by the County to finance the costs of the Joint PSAP Project, as the same is established herein, plus any remaining principal outstanding on the debt incurred to acquire the Joint PSAP Site, plus any costs of the County to refinance the remaining principal on the bonds. In no event may the COG exercise its option to condominiumize the Joint PSAP Building prior to the call date for the bonds issued by the County to finance the costs to the Joint PSAP Project. If such option is exercised, the condominium declaration, bylaws and other documents will create a separate parcel for the COG Premises, and a separate parcel for all other space in the Building other than the common areas. The condominium declaration, bylaws and other documents will provide for the costs of the operation of the common areas to continue to be borne and paid consistent with the methodology in the COG Lease. Furthermore, the condominium declaration, bylaws and other documents shall be structured in such a way to ensure that the COG continues to pay the same portion of Operating Expenses and capital reserve contributions as required above.

Section 3.13 Lease Between County and Akron. As contemplated above, the County shall enter into the Akron Lease with Akron for the lease of 6,452 square feet of space in the Joint PSAP Building (the "Akron Premises") for the operation of the Akron PSAP, together with ancillary use of the Joint PSAP Site and the common areas in the Joint PSAP Building. The COG Lease shall be executed contemporaneously with this Cooperative Agreement in substantially similar form as the lease agreement attached hereto as Exhibit H. Pursuant to the Akron Lease, occupancy by Akron will commence upon completion of the Joint PSAP Project Renovations and Improvements and the acquisition and installation of the Joint PSAP Project FFE and Technology, and shall continue for a period of 20 years thereafter, with an option for Akron to renew the lease for an additional 10 years. The base rent under the Akron Lease shall be calculated as set forth in Section 3.8, above, and the additional rent under the Akron Lease shall be calculated as set forth in Sections 3.9, 3.10 and 3.11, above. Base rent shall be paid by Akron to the County on a quarterly basis and the first quarter of base rent will be pro-rated based on the commencement date. The Akron Lease will provide a customary methodology for payment of additional rent whereby Akron will pay a quarterly payment of estimated additional rent, which will be reconciled annually in the first quarter of each calendar year for the prior year. Additional rent for the first year shall be based on an estimate provided by the County to Akron, which the Cooperative Parties estimate to be \$8.00 per square foot (excluding the capital contribution). The Akron Lease shall further identify all items constituting Joint PSAP Project FFE and Technology being leased to Akron, shall confer upon Akron the right to purchase the same for \$1.00 upon the expiration of the Akron Lease, and shall obligate Akron to replace any damaged or destroyed Joint PSAP Project FFE and Technology at Akron's cost. The Akron Lease shall provide for the shared use of the common areas, both general and limited, within the Joint PSAP Building pursuant to a Joint Use Agreement that will be entered into between the COG, Akron and the County, as set forth below.

Additionally, the Akron Lease shall provide an option to Akron that may be exercised any time during the initial term of the Akron Lease, except as limited in this Section, that would require the County to condominiumize the Joint PSAP Building and to sell the Akron Premises to Akron. In such event, the purchase price shall be Akron's proportionate share of the remaining principal outstanding on the bonds issued by the County to finance the costs of the Joint PSAP Project, as the same is established herein, plus any remaining principal outstanding on the debt incurred to acquire the Joint PSAP Site, plus any costs of the County to refinance the remaining principal on

the bonds. In no event may Akron exercise its option to condominiumize the Joint PSAP Building prior to the call date for the bonds issued by the County to finance the costs to the Joint PSAP Project. If such option is exercised, the condominium declaration, bylaws and other documents will create a separate parcel for the Akron Premises, and a separate parcel for all other space in the Building other than the common areas. The condominium declaration, bylaws and other documents will provide for the costs of the operation of the common areas to continue to be borne and paid consistent with the methodology in the Akron Lease. Furthermore, the condominium declaration, bylaws and other documents shall be structured in such a way to ensure that Akron continues to pay the same portion of Operating Expenses and capital reserve contributions as required above.

Section 3.14 Joint Use Agreement. Contemporaneous with the COG Lease and the Akron Lease, the County, COG and Akron will enter into a Joint Use Agreement that will govern the use and operation of the common areas within the Joint PSAP Building. The County will be responsible for the day-to-day operation of the common areas. The County, COG and Akron will form a joint-use committee that will be responsible for coordinating scheduling of the common areas.

Section 3.15 COG Member Guaranty Agreements; Akron Lease Provision. In consideration of the County initially paying all costs of the Joint PSAP Project and issuing costs to finance the same, each of the Cooperative Parties that are members of the COG shall sign a COG Member Guaranty Agreement in the form set forth hereto as Exhibit I and incorporated herein by reference. Pursuant to the COG Member Guaranty Agreement, each Cooperative Party that is a member of the COG shall guaranty and agree to reimburse the County, on a pro-rata basis, for any base rent, additional rent or any other costs set forth in the COG Lease that the COG fails or refuses to pay under the COG Lease. The reimbursement contribution for each Cooperative Party, excluding Akron, will be in proportion to that Cooperative Party's obligation to contribute to the operating costs of the COG, which shall be based on the current COG membership as follows: Cuyahoga Falls – 21.94%, Fairlawn – 15.01%, Stow – 21.07%, Tallmadge – 10.53%, County – 31.45. Said COG Member Guaranty Agreement shall further contain a provision whereby the County shall have the right to withhold from any Cooperative Party's semi-annual real estate property tax distributions any amount that a Cooperative Party participating as a member of the COG fails to pay under the COG Member Guaranty Agreement. The COG Member Guaranty Agreement shall have a term that coincides with the initial term of the COG Lease, and in the event a Cooperative Party ceases to be a member of the COG during the initial term of the COG lease, that community shall remain obligated to the County under the COG Member Guaranty Agreement, and shall remain obligated to make appropriate payments to the County in the event the COG does not fully pay any rents owed to County during that time.

The Akron Lease shall contain a provision substantially in the same form as the content of the COG Member Guaranty Agreement that shall have the same effect of ensuring that the County is able to recover the costs it initially pays towards the Joint PSAP Project.

Section 3.16 Amendment to CAD Intergovernmental Agreement. Upon the formation of the COG, the Cooperative Parties that are members of the COG shall take all steps necessary under Section 9.2 of the certain Intergovernmental Agreement dated July 1, 2018 for the Acquisition,

Installation and Operation of the CAD System (the "CAD System Intergovernmental Agreement") to add the COG as a Subsequent Additional User, as the same is defined therein, and to withdraw each of the Cooperative Parties that are members of the COG and parties to that Intergovernmental Agreement from said Intergovernmental Agreement, as provided in said Section 9.2.

Section 3.17 Installation and Use of FairlawnGIG and Other Network Services. The Cooperative Parties understand and agree that the Joint PSAP Building shall be connected to, and the COG PSAP, Akron PSAP and SCA8RRS operations located therein shall utilize the FairlawnGIG broadband network as the primary broadband provider. As such, the County shall contract with Fairlawn for the installation of fiber and other equipment necessary to extend the FairlawnGIG service to the Joint PSAP Building, shall bear the cost of the same, and shall not seek recovery of the same from the other Cooperative Parties (other than the cost to connect to the service). Additionally, the Cooperative Parties agree that redundant broadband service is necessary to serve the Joint PSAP Building. The County shall contract with an additional broadband service provider to provide redundant broadband service to the Joint PSAP Building. The County's costs to connect to the FairlawnGIG broadband service and to acquire and connect to the redundant broadband service shall be included in the Joint PSAP Project FFE and Technology costs, and recovered by the County as set forth herein. Additionally, the ongoing cost for service from the FairlawnGIG and the redundant broadband service provider shall be included in the Operating Expenses and recovered by the County as set forth above.

Section 3.18 Provision of IT and GIS Services. As part of the County's role as property manager for the Joint PSAP facility, the County shall provide IT services for the operation of the common areas and building-wide security and access control systems. The County shall recover the costs of the same as Operating Expenses, similar to its recovery of costs for custodial, maintenance, etc.

Subject to negotiation and approval by the County and the COG, it is anticipated that the County and COG shall enter into an IT and GIS services agreement for the provision of IT and GIS services by the County to the COG for the operation of the COG PSAP. Pursuant to said agreement, the County will charge the COG a to-be-negotiated fee for such services, and the agreement may be terminated by either party upon one-hundred eighty (180) day written notice.

Akron shall provide its own IT and GIS services to the Akron PSAP at all times at its own cost.

The County shall continue to provide IT and GIS services to the CAD system pursuant to the CAD System Intergovernmental Agreement at all times that the same is in effect.

Section 3.19 Backup PSAP Locations. The COG shall enter into such agreement or agreements that the board of trustees of the COG determines appropriate for the backup of the COG PSAP by another PSAP in the event of a disaster or other loss of operability by the COG PSAP. Akron shall also enter into such agreement or agreements that Akron determines appropriate for the backup of the Akron PSAP by another PSAP in the event of a disaster or other loss of operability by the Akron PSAP.

Section 3.20 Revenue Sharing Agreements. The Cooperative Parties may enter into, contemporaneously with this Cooperative Agreement, certain revenue sharing agreements with the City of Tallmadge, whereby the City of Tallmadge agrees to share a portion of the income tax revenue generated from the income tax paid on the wages for any portion of the employees working at the Joint PSAP Site.

[End of Article III - Balance of page intentionally left blank.]

ARTICLE IV

Miscellaneous

Section 4.1 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Parties. The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Agreement shall be given in such other manner as in the judgment of the Cooperative Party shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 4.2 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of any Cooperative Party or their respective Legislative Authorities, in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the Cooperative Parties contained in this Agreement.

Section 4.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted successors and assigns. This Agreement may be enforced only by the Cooperative Parties, their assignees and others who may, by law, stand in their respective places.

Section 4.4 Amendments and Supplements. Except as otherwise expressly provided in this Agreement, no provision of this Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all of the Cooperative Parties.

Section 4.5 Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Section 4.6 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 4.7 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties, as provided herein.

Section 4.8 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in a State court sitting in the County.

Section 4.9 Entire Agreement. This Cooperative Agreement, and the agreements contemplated herein, constitute the entire agreement between the parties and supersedes all prior understandings or agreements regarding matters contained herein. There are no conditions or inducements relied upon by the parties prior to the execution of this Cooperative Agreement.

[End of Article I - Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director
Department of Law and Risk Management

CITY OF AKRON, OHIO

By: _____
Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve Belfance, Department of Law

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don Walters, Mayor

Approved as to form and correctness:

Janet Ciotola, Director of Law

CITY OF FAIRLAWN

By: _____
William Roth, Mayor

Approved as to form and correctness:

R. Bryan Nace, Director of Law

CITY OF STOW

By: _____
John Pribonic, Mayor

Approved as to form and correctness:

Jaime Syx, Director of Law

CITY OF TALLMADGE

By: _____
David G. Kline, Mayor

Approved as to form and correctness:

Megan Raber, Director of Law

FISCAL OFFICER'S CERTIFICATE
COUNTY OF SUMMIT, OHIO

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: _____, 20__

[County Fiscal Officer Certificate – Cooperative Agreement]

FISCAL OFFICER'S CERTIFICATE
CITY OF AKRON, OHIO

The undersigned, Finance Director of the City of Akron, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Akron, Ohio

Dated: _____, 20__

FISCAL OFFICER'S CERTIFICATE
CITY OF CUYAHOGA FALLS, OHIO

The undersigned, Finance Director of the City of Cuyahoga Falls, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Cuyahoga Falls, Ohio

Dated: _____, 20__

FISCAL OFFICER'S CERTIFICATE
CITY OF FAIRLAWN, OHIO

The undersigned, Finance Director of the City of Fairlawn, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Fairlawn, Ohio

Dated: _____, 20__

FISCAL OFFICER'S CERTIFICATE
CITY OF STOW, OHIO

The undersigned, Finance Director of the City of Stow, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Stow, Ohio

Dated: _____, 20__

FISCAL OFFICER'S CERTIFICATE
CITY OF TALLMADGE, OHIO

The undersigned, Finance Director of the City of Tallmadge, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Tallmadge, Ohio

Dated: _____, 20__

EXHIBIT LIST

Exhibit A – Intergovernmental Agreement for the Summit Area Regional Council of Governments

Exhibit B – Bylaws for the Summit Area Regional Council of Governments

Exhibit C – Summary of the Joint PSAP Project Renovations and Improvements

Exhibit D – Floor Plan of Joint PSAP Building

Exhibit E – Summary of the Joint PSAP Project FFE and Technology

Exhibit F – Estimate of Cost of Joint PSAP Project and Allocation of Costs

Exhibit G – Form of COG Lease Agreement

Exhibit H – Form of Akron Lease Agreement

Exhibit I – Form of COG Member Guaranty Agreement

Exhibit A

Intergovernmental Agreement for the Summit Area Regional Council of Governments

See attached.

AN AGREEMENT ESTABLISHING THE COUNCIL OF GOVERNMENTS

THIS AGREEMENT is effective with the last date of signature below, and entered into in Summit County, State of Ohio, by and among all the political subdivisions executing this Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code.

WITNESSETH:

The parties of this Agreement, wishing to establish a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. NAME

The name of the regional council of governments created hereby shall be the Summit Area Regional Council of Governments ("COG")

II. PURPOSE

The purpose of the COG is to promote cooperative arrangements and coordinate action among its members in matters relating to the dispatch of public safety services and the operation of the Community Center for Dispatch Operations ("COG Center").

III. MEMBERSHIP

The following political subdivisions are the founding members of the COG:

Tallmadge
Cuyahoga Falls
Fairlawn
Stow
County of Summit

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

The COG shall be established and administered in the following manner:

- A. Each political subdivision which is a party to this Agreement shall be a member of the COG ("Member"), and shall have one Representative on the COG Board of Trustees ("Board"). The Representative shall be the Member's Chief Elected Official. In the case of the County, the

Representative shall be the County Executive, with the Sheriff as designee. The Representative of the political subdivision may designate an Designee, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the COG and shall designate a person, or persons, to run the day-to-day operations of the COG, hereafter known as the Director.

- B. Each Member of the COG shall be entitled to one vote on each item under consideration before the Board. Voting shall be done by the Representatives or Designees who are present at the meeting, and no proxy or absentia voting shall be allowed. A quorum shall consist of a majority of the Representatives or Designees of the Members of COG, unless otherwise set forth herein.
- C. The first meeting of the COG Board of Trustees shall be on or before _____, at a time and place to be designated by the County Executive, who shall act as temporary chairman at such first meeting. The first order of business shall be the adoption of by-laws. The Board shall have the continuing authority to amend its by-laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. The COG Board of Trustees shall also, at its first meeting and at its annual meeting thereafter, elect from its Representatives the following officers: Chair, Vice Chair, and Treasurer, and such other officers as the Board of Trustees may establish in its by-laws. All officers elected at the annual meeting shall hold office for a term of one year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the County of Summit shall, *ex officio*, serve as the Fiscal Officer of the COG, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from COG such compensation or expense reimbursement as may be determined by the Board.
- F. The annual/organizational meeting of the COG shall be in January of each year, at a time and place to be designated by the Chair. Special meetings may be called as provided in the by-laws of the COG.
- G. The COG shall purchase general liability, property, officers and directors, employment practices and cyberliability insurance in order to protect property owned by the COG, as well as to protect the COG, the Board, and its employees from claims arising out the operations or activities of the

COG or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF COUNCIL OF GOVERNMENTS

The COG, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the COG. The COG, by and through its Board, shall be authorized to direct the operations and activities of the Center provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the Center shall supply communications services only.

Specifically, the COG shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the Center;
- B. Employ an Executive Director and staff to assist in the operations of the Center subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the Center.
- D. Raise, accept, and provide monies for the operation, upgrade, and/or betterment of the Center. The COG can raise money by issuing debt only upon the affirmative approval of a super majority of two thirds of the Board.
- E. Approve contracts for dispatch services with communities that seek to obtain dispatch services from the COG. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of the COG agrees to cooperate, insofar as it is practicable to do so, with the Board including, but not limited to, in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the Center; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the Center.
- C. Enforcing responsibilities under the governing documents.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Designees present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the COG's Capital Charge and the COG's operating expenses shall be as determined by said majority of Representatives or Designees. Such methodology and/or methodologies, as determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Agreement by such Member. Net revenue in any year will applied to costs of future years.
- B. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE COMMUNICATIONS CENTER

- A. Annual Operating Budget. During its first year of operation, the COG shall develop a Budget as soon as possible after its formation. The COG shall also set the Monthly Dues that must be paid by each member and may require a pre-payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the COG shall establish and approve an annual operating Budget for the Center by November 1 for the following year, along with a schedule of Monthly Dues to be paid by each member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Designees present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the expenses of the Fiscal Officer.
- B. The COG shall create a three- year forecast of expenses with a schedule of forecast monthly dues to be paid by each member. This forecast shall be updated annually.
- C. Fiscal Year. The COG shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).

- D. Acceptance of Funding. The COG may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE COMMUNICATIONS CENTER

When operations of the COG Center commence, they will be located at 630 North Avenue, Tallmadge, Ohio 44278. The location of the Center may only be changed after the retirement of any debt incurred for the provisioning of the Center and then only by a super-majority vote of two-thirds of the Board.

- A. Additional COG branches may be created by a super-majority vote of two thirds of the Board.

X. COMMUNICATIONS CENTER PERSONNEL

The Executive Director of the Center shall be responsible for the hiring and management of staff to operate the Center. The Board shall enter into a contract, if necessary, to provide Human Resources Support to the Director.

XI. EXISTING AGREEMENTS ASSIGNED: TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between certain communities and Members of the COG for the provision of certain services (e.g. dispatching services and Reverse 911) set forth on Exhibit A appended hereto. By agreement of all of the parties hereto, all such agreements are hereby assigned from the Members to the COG. The Members hereby transfer ownership interest in all of the personal property used by them in the performance of dispatch services in their jurisdiction which is inventoried and identified on Exhibit B, appended hereto.

XII. ANNUAL REPORT

The Executive Director of the COG shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Members may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the Chair of the Board and the Executive Director by certified mail or similar trackable delivery method or by personal service not later than July 1st prior to the effective date of such withdrawal. The withdrawing Member forfeits any and all contributions that have been provided to the COG. Furthermore, pursuant to the guarantee agreement executed by each Member, any withdrawing Member will continue to be

responsible repayment of its share of the debt issued by the County for the building and provisioning of the Center.

XIV. AMENDMENTS

This Agreement may be amended by a two-thirds vote of all Members of the COG at any regular or special meeting thereof. Copies of any proposed amendments to this Agreement shall be transmitted to all Members not less than 14 days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Agreement and submit it to the Executive Director for safekeeping,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective on the date indicated by signing identical copies of this Agreement, and the parties will submit it to the Executive Director along with a certified copy of the legislation authorizing the execution of this Agreement once the Executive Director is appointed.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director
Department of Law and Risk Management

CITY OF AKRON, OHIO

By: _____

Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve Belfance, Department of Law

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don Walters, Mayor

Approved as to form and correctness:

Janet Ciotola, Director of Law

[Signature Page (i) of (ii) – Cooperative Agreement]
CITY OF FAIRLAWN

By: _____
William Roth, Mayor

Approved as to form and correctness:

R. Bryan Nace, Director of Law

CITY OF STOW

By: _____
John Pribonic, Mayor

Approved as to form and correctness:

Jaime Syx, Director of Law

CITY OF TALLMADGE

By: _____
David G. Kline, Mayor

Approved as to form and correctness:

Megan Raber, Director of Law

Exhibit B

Bylaws for the Summit Area Regional Council of Governments

See attached.

BYLAWS
OF THE
SUMMIT AREA REGIONAL COUNCIL OF GOVERNMENTS

Adopted _____, 20__

PREAMBLE

The Summit Area Regional Council of Governments, ("COG") is hereby created by and among its members pursuant to Section 167.01-08 of the Ohio Revised Code. The COG is organized as a voluntary organization of local government political subdivisions in Summit County to foster a cooperative effort to plan for and implement a regional dispatch system for emergency services. The COG is also organized as a forum for the discussion and study of common emergency service problems of a multiple community nature, and for the development of policy, programs and implementation of such remedies as are appropriate.

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ARTICLE I. – Objectives, Powers and Duties

A. Objectives

1. To develop a regional plan for the unified provision of emergency dispatch services.
2. To implement said plan in a cost efficient manner that insures an effective and quality program.
3. To provide a program that is based upon a fair and equitable distribution of costs for both capital and operating expenses.
4. To work in cooperation with other local governments as well as state and federal agencies and departments so as to integrate said program with the efforts of these organizations to the maximum degree feasible.
5. To seek outside funding from governmental and nongovernmental sources and to maximize the use of such funds whenever consistent with the COG's policies and programs.

B. Powers and Duties

The COG shall have all the powers and duties now or hereafter granted or as prescribed for Councils of Governments by the Ohio Revised Code under Section 167 or as enumerated in the intergovernmental agreement establishing the COG.

ARTICLE II. – Membership

A. Eligibility

1. The following political subdivisions are the founding members of the COG ("Member"):

Tallmadge
Cuyahoga Falls
Fairlawn
Stow
County of Summit

2. Any other Ohio community seeking services from the COG shall be required to enter into a contract for services. No additional members will be permitted.

ARTICLE III. – Board of Trustees

The governing body of COG shall be the Board of Trustees (hereinafter "Board"). The Board shall be organized and shall be responsible for its functions as hereinafter set forth:

A. Representation on the Board of Trustees

1. Each Member shall have one vote regardless of community population. Contracting communities do not have representation on the Board, nor do they vote on matters that come before the Board.

B. Selection of Representatives

Each political subdivision which is a party to the Intergovernmental Agreement shall be a Member of the COG ("Member"), and shall have one Representative on the COG Board of Trustees ("Board"). The Representative shall be the Chief Elected Official, or his or her designee. In the case of the County, the Representative shall be the County Executive, with the Sheriff as alternate. The Board shall be vested with the authority to manage and operate the COG and shall designate a person, or persons, to run the day-to-day operations of the COG.

C. Designees

In accordance with Article III, section B above, each Representative may designate, by written authorization, a Designee who shall have full voting privileges and shall represent in all ways the Representative in his or her absence. Said written authorization shall be for each meeting or a period of time the Designee is to be utilized.

D. Vacancy

Each elected official previously appointed as a Representative shall cease to be such Representative immediately upon ceasing for any reason to hold the elected office which the elected official was occupying at the time of their appointment as Representative.

Any Designee of the above-named Representative shall also immediately be disqualified and cease to be such designee if the primary member for which the designee was appointed ceases to be an elected official.

Where such a vacancy is created by any of the above-described conditions, the appointing Member shall notify the Board of the vacancy within 30 days and shall appoint a new Representative to fill the unexpired term for which the vacancy exists in accordance with that Member's Charter or Ordinances.

E. Voting

1. Each Member shall be entitled to one vote in the deliberations of the Board of Trustees. Voting in Board meetings may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any Representative present, or at the

discretion of the presiding officer. Amendment to these bylaws shall require a super majority of two-thirds (2/3rds) of the membership.

F. Meetings

1. The Board shall hold regular meetings as deemed necessary but no less than quarterly. A special meeting shall be held upon call of the Chair or by any three members of the Board.
2. The time, date, and location of regular meetings of the Board shall be determined by the Members. Written notice and agenda of the regular meetings of the Board, together with all Resolutions to be considered by the Board at said regularly scheduled meetings, shall be transmitted to the Representatives at least seven (7) days prior to each meeting. Those Resolutions which are not transmitted to the Representatives at least seven (7) days prior to each meeting shall require a two-thirds (2/3rds) vote of the Representatives at said meeting for passage. Special meetings may be held, but only in accordance with the Ohio Public Meetings Act and notice of the date, time, location and subject matter shall be published at least 24 hours in advance.
3. Written notice of a special meeting of the Board shall be transmitted to all Representatives at least seven (7) days prior to such special meeting and said notice shall set forth the subject matter of the special meeting. Only those matters specified in the notice may be considered and voted upon at such special meeting.
4. At all meetings of the Board, Robert's Rules of Order shall prevail.
5. Quorum. A quorum shall consist of two-thirds (2/3rds) of the Representatives or their Designee that are present at a meeting at which a vote is to be taken.
6. All meetings, both regular and special, shall be open to the public in compliance with the Ohio Open Meetings Act and any amendments or supplements thereto.
7. The Board may permit public input at its meetings. The Board may limit the time of such input and establish rules for public input that it determines necessary for the orderly conduct of its business.
8. The Board may hold executive sessions that are closed to the public for the purposes set forth in the Ohio Open Meetings Act.

ARTICLE IV. – Functions

The functions of the Board should include the following:

- A. Elect its officers as provided in Article V.
- B. Employ a Director qualified by education and experience to direct, manage and implement the COG activities related to emergency dispatch services.
- C. Adopt an annual operating and capital budget.
- D. Authorize in advance all expenditures over \$50,000.00.
- E. Adopt an annual five-year capital budget that forecasts future capital expenditures including cost and method of payment.
- F. Authorize the application for grants and acceptance of funds from state, federal and other organizations that further the goals of the COG and which require a cash match exceeding the Director's authority.
- G. Determine annually the membership costs based on prior year service utilization.
- H. Coordinate its activities with other organizations and governments that enhance the ability of the COG to meet its goals of efficient and effective emergency dispatch service.
- I. Approve contracts for services that exceed the Director's authority.
- J. Approve contracts for dispatch services with communities.
- K. Authorize the issuance of debt on behalf of the COG.
- L. Any other functions authorized by Ohio law.

ARTICLE V. – Officers and Their Duties

- A. At the organizational meeting of the COG, the representatives of the Board shall elect, from their membership, a Chair, a Vice Chair, and a Treasurer to serve as officers for the Board for the remainder of the calendar year of the organization as well as the next succeeding calendar year.
- B. Thereafter, the officers for each succeeding calendar year shall be elected at the regular annual meeting and the officers so elected shall commence their terms of one year immediately thereafter. The officers may be re-elected to their positions with no limit on the number of terms an individual may hold an officer's position.
- C. The Treasurer, together with the Director, shall be responsible for all receipts and disbursements of the COG. They shall be responsible for the collection of funds from the participating communities as set forth in Article VIII herein.

- D. The Director shall be the de facto Secretary and shall be responsible for the recording of all minutes of meetings, all correspondence, all mailing of minutes and notices of the meetings and safekeeping of records and other documents of the COG.
- E. The Chair shall be the titular head of the COG and shall conduct all meetings of the Board of Trustees.
- F. The Vice Chair shall acquaint himself/herself with the duties of the Chair and in the absence of the Chair, the Vice Chair shall assume all responsibility charged to the Chair.

ARTICLE VI. – Director

The Board shall authorize the employment of a Director to perform the work of the COG within the limits of the budget. The Board can replace the Director upon a vote of a super majority of the Board.

- A. The Director shall be appointed by the Board for such term or at its pleasure as shall by resolution be approved.
- B. The Director shall serve as the Chief Administrative Officer of COG. The powers and duties of the Director are:
 - 1. To annually prepare and present a proposed budget.
 - 2. Together with the Treasurer to disburse funds and to control the approved budget.
 - 3. To hire all staff employees of the COG, and monitor salary, benefits, awards, discipline, safety and other terms and conditions of employment of staff.
 - 4. To provide the necessary staff for all meetings and activities of the Board and its committees.
 - 5. To provide an annual report of COG and staff activities for the Board.
 - 6. To perform such other duties that the Board shall direct. If there are questions of priority of work, the Director shall be guided by the Board.
 - 7. The Director shall be responsible for the daily functioning of the COG and the day-to-day supervision of staff who are responsible to the Director.
 - 8. Approve expenditures up to \$10,000.00 without authorization of the Board.

ARTICLE VII. – Committees

- A. Ad Hoc Committees: The Chair, with the approval of the Board, may appoint committees for whatever purpose deemed necessary. Voting of committees may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any Representative present, or at the discretion of the presiding officer.
- B. Standing Committee:
 - 1. **Technical Assistance Committee (“TAC”).** Each member shall be entitled to one seat on the TAC and the Board may appoint non-member individuals that have expertise deemed to be of value to the technical operation of the COG. The Director of the COG shall serve as chair of the TAC and the committee may elect a vice chair to serve as chair in the absence of the chair. The TAC shall meet on a regular basis, but not less than quarterly, and adopt rules of its operation. It shall provide regular reports and recommendations to the Board on matters related to equipment, training, and the technical operation of the COG and the dispatch center.
 - 2. **Finance Committee.** The Finance Committee shall be chaired by the Treasurer and shall meet no less than quarterly. Members of the committee shall be nominated by the Chair and confirmed by a vote of the Board. The Board may appoint non-member individuals that have expertise deemed to be of value to the financial operation of the COG. The committee shall review performance of the COG to the budget, and shall be responsible to compute the annual cost of participation of each of the members. The committee shall review any grant proposals to be submitted to outside funding sources, regardless of whether a cash match is required.
- C. Each committee shall include at least one Member or his or her designee and such other individuals as may be appointed by the Board. All such committees shall be responsible to the Board and shall report to the Board on a regular basis.

ARTICLE VIII. – Finances

A. Fiscal Year

- 1. The fiscal year for the COG shall be from January 1st to December 31st.

B. Appointment of Fiscal Officer

- 1. The Director of Finance of the County of Summit shall, *ex officio*, serve as the Fiscal Officer of the COG, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from COG such compensation or expense reimbursement as may be determined by the Board.

C. Annual Audit

The Treasurer together with the Director shall cause an annual audit of the financial affairs of the COG to be made by the state auditor or a certified public accountant at the end of each fiscal year. The audit report is a public document and shall be made available to all Members of the COG as well as the public upon request.

ARTICLE IX. – Amendments

- A. Any amendment to these bylaws may be proposed by a Member of the COG. Such proposed amendment must be filed at a regular meeting and thereafter tabled until the next regular meeting and during this time the proposed Article will be forwarded immediately to all Members. At the next succeeding regular meeting, the proposed amendment shall be voted upon. To adopt such amendment shall require a two-thirds (2/3rds) majority vote of all Members. Such amendment that is adopted shall become effective in 30 days from the date of approval.

ARTICLE X. – Abolishment of COG

- A. The Board may vote to abolish the COG by a super majority of vote of two-thirds of the total membership. The Board shall include in this action the deposit of all records, the disposition of assets and the responsibility for liabilities.

Exhibit C

Summary of the Joint PSAP Project Renovations and Improvements

See attached.

**County of Summit Department of Administrative Services
Combined Dispatch Building
General Scope of Work
November 10, 2021**

The Project will consist of the renovation of an existing 1 story, 35,700 square foot Stucco building located at 630 North Avenue, Tallmadge Ohio 44278.

The intent is for eight (8) single prime contracts with the option of combining any of the bid packages. The bid packages consist of the following:

1. Demolition Package

- a. All walls (CMU, Drywall), partitions, frames, and other material noted to be removed.
- b. Remove existing millwork, fixtures, perimeter wall, finishes and miscellaneous framing in their entirety.
- c. Removal of existing flooring within all enclosed rooms, removal of existing ceiling system, Electrical, lighting, Plumbing, HVAC, diffusers, ductwork unless otherwise noted.

2. General Trade Package

- a. Furnish and install Cast-In-Place Concrete.
- b. Furnish and install Steel Decking, Railings, and Lintels. Demolition Skylights.
- c. Furnish and install Doors, Frames and Hardware.
- d. Furnish and install Access Panels.
- e. Furnish and install Demountable Wall Panels, Windows.
- f. Furnish and install Overhead Doors.
- g. Furnish and install Operable Partitions.
- h. Furnish and install Framing, Drywall, Insulation, Ceilings.
- i. Furnish and install Raised Floor System
- j. Furnish and install Flooring - Resilient/Carpet/Tile/Sealed Concrete.
- k. Furnish and install Painting - Interior/Exterior.
- l. Furnish and install Toilet/Bath Accessories/Compartments.
- m. Furnish and install Lockers/Selves.
- n. Furnish and install Window Shades.

3. Roofing Package

- a. Removal of existing roof membrane, insulation, and protective board down to decking.
- b. Furnish and install fully tapered insulation system, new drain inserts, 60-mil reinforced EPDM fully adhered with all necessary flashing per manufacturers specifications, new walk pads, aluminum coping, new roof hatch.
- c. Coordinate with HVAC contractor to flash new curbs installed.

4. Fire Suppression Package

- a. Furnish and install Overhead Dry Pre-Action System (Electrical Room, Server Room, MDF Room, PSASP and Dispatch) as shown.
- b. Furnish and install Overhead Wet-Pipe Sprinkler System as shown (serving the remainder of the building).

5. Plumbing Package

- a. Plumbing Demolition.

- b. Furnish and install Plumbing Piping.
- c. Furnish and install Insulation.
- d. Furnish and install Plumbing Fixtures.
- e. Floor Cut and Patch (Underground).

6. Mechanical Package

- a. Furnish and install Roof Top Units .
- b. Furnish and install Variable Air Volume Boxes (VAV).
- c. Furnish and install Exhaust Fans.
- d. Furnish and install Electric Heater.
- e. Furnish and install Kitchen Hood.
- f. Furnish and install Air Distribution.
- g. Furnish and install Ductwork.
- h. Furnish and install Temperature Control.
- i. Furnish and install Refrigerant Piping.

7. Electrical Package (including Telecommunication, Data Security and Fire Alarm)

- a. Furnish and install Generator.
- b. Furnish and install Lighting.
- c. Furnish and install Lighting Controls.
- d. Furnish and install Distribution.
- e. Furnish and install General Power.
- f. Furnish and install for Data Rough in and grounding.
- g. Furnish and install for Data, cabling (CAT, Fiber) conduit.
- h. Furnish and install Cameras, Intercoms.
- i. Furnish and install for Access Control.
- j. Furnish and install for Mechanical Connections.
- k. Furnish and install Uninterrupted Power Source (UPS).

8. Site Work Package

- a. Mill existing parking lot, furnish and install 1 ½" new asphalt overlay along with pavement markings and signage as noted.
- b. Furnish and install exterior infill areas consisting of Asphalt/Cast-In-Place Concrete.
- c. Furnish and install 6' Ornamental Perimeter Fencing (along Howe Avenue and North Avenue).
- d. Furnish and install 6' Vinyl coated Chain-Link Perimeter Fencing (remainder of site).
- e. Furnish and install Landscaping.
- f. Furnish and install New Waterline Service/ Utility Relocation.

Additional Items Not included in the Construction Budget:

- Radio Tower
- Furniture Fixtures and Equipment (FF&E)

Overall Construction Project Duration is 365 Calendar Days (from Notice to Proceed).

Prepared by, George Brkich, Jr.
Project Manager

Exhibit D

Floor Plan of Joint PSAP Building

See attached.



Exhibit E

Summary of the Joint PSAP Project FFE and Technology

See attached.

FF&E Equipment Listing - Summit County Regional Dispatch Center

DRAFT - FINAL PRICING UPON ORDER

The pricing listed below is for estimated budgetary use only. With facility and systems designs not completed, prices were developed based on facility concept only. As facility and systems designs are completed, a more accurate pricing list can be developed.

All changes should be made on the individual tabs. Totals will automatically populate on this page

Summit COG		
Dispatch	Quantity	Total Price
Xybix Workstations	16	\$285,500.54
24/7 Chairs	18	\$36,000.00
Radio Console Relocation	16	\$229,287.00
CAD Computer Refresh	16	\$36,000.00
911 CPE Refresh	16	\$0.00
Camera/Status Monitor Solution	1	\$75,000.00
Wifi Access Points	4	\$4,000.00
Fairlawn Gig: 10GB One-time install	16	\$8,250.00
Multi-Function Copier (2)	2	\$12,000.00
Desktop Scanner (Admin)	16	\$800.00
LAN Switches	1	\$21,120.00
Admin Phone System Share	1	\$11,728.46
Admin Phone Handsets	16	\$4,810.00
Audio Logger	1	\$56,663.90
AT&T 911 Call Handler	1	\$214,373.56
Domain	1	\$16,000.00
EMD	1	\$182,732.00
AIS	1	\$88,000.00
		\$1,282,265.45
Office		
Furniture Total from MPG Budget Study	1	\$105,143.00
Network Computers	6	\$13,500.00
Large Video Monitor	1	\$2,000.00
Scanner	1	\$800.00
Admin Phone System	1	\$4,810.00
		\$126,253.00
Summit COG Total		\$1,408,518.45

FF&E Equipment Listing - Summit County Regional Dispatch Center

DRAFT - FINAL PRICING UPON ORDER

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All changes should be made on the individual tabs. Totals will automatically populate on this page

Akron PSAP		
Dispatch	Quantity	Total Price
Call Handling Equipment (CHE)	0	\$0.00
Console Furniture	20	\$335,202.80
Chairs	20	\$40,000.00
CAD		
CAD PC	10	\$22,500.00
Internet PC	20	\$16,500.00
LEADS PC	3	\$2,475.00
PC Monitor	126	\$28,350.00
Keyboards, Mice, Speakers, etc.	23	\$5,750.00
Netclock	3	\$7,860.00
Large Video Monitors	10	\$30,000.00
Controls, Cabling, Mounting Hardware	1	\$20,000.00
Wifi Access Points	4	\$4,000.00
Admin Phone System Share	1	\$12,083.87
		<hr/> \$524,721.67
Office		
Furniture Total from MPG Budget Study	1	\$115,833.00
Network Computers	11	\$22,000.00
Filing Cabinets/Storage Furniture	0	\$0.00
Phone System Add On	1	\$3,780.00
Misc Hardware/Cabling/etc.	0	\$0.00
Phone System Add On	1	\$3,780.00
		<hr/> \$145,393.00
Conference Room		
Large Video Monitors	1	\$3,000.00
Video Conferencing Equipment	1	\$5,000.00
White Boards	2	\$1,000.00
Conference room furniture included above	0	\$0.00
		<hr/> \$9,000.00
Akron Total		<hr/> \$679,114.67

FF&E Equipment Listing - Summit County Regional Dispatch Center

DRAFT - FINAL PRICING UPON ORDER

The pricing listed below is for estimated budgetary use only. With facility and systems designs not completed, prices were developed based on facility concept only. As facility and systems designs are completed, a more accurate pricing list can be developed.

All changes should be made on the individual tabs. Totals will automatically populate on this page

Department of Public Safety		
Classrooms	Quantity	Total Price
Large Video Monitors	0	\$0.00
Video Conferencing Equipment	0	\$0.00
White Boards	0	\$0.00
Tables	0	\$0.00
Chairs	0	\$0.00
Misc Hardware/Cabling/etc.	0	\$0.00
Wifi Access Points	0	\$0.00
Admin Phone System Share	1	\$17,138.46
		\$17,138.46
Offices/Work Room		
Desks	0	\$0.00
Top Table	0	\$0.00
Office Chairs	0	\$0.00
Guest Chairs	0	\$0.00
Network Computers	0	\$0.00
Filing Cabinets/Storage Furniture	0	\$0.00
Phone System Add On	0	\$0.00
Misc Hardware/Cabling/etc.	0	\$0.00
		\$0.00
Conference Room		
Large Video Monitors	0	\$0.00
Video Conferencing Equipment	0	\$0.00
White Boards	0	\$0.00
Tables	0	\$0.00
Chairs	0	\$0.00
Misc Hardware/Cabling/etc.	0	\$0.00
		\$0.00
Department of Public Safety Total		\$17,138.46

DRAFT - FINAL PRICING UPON ORDER

All changes should be made on the individual tabs. Totals will automatically populate on this page

Shared COG and Akron		
Training Academy	Quantity	Total Price
Call Handling Equipment (CHE)	12	\$0.00
Console Furniture	12	\$234,000.00
Chairs	12	\$22,800.00
CAD	12	\$0.00
CAD PC	12	\$27,000.00
Internet PC	12	\$9,900.00
LEADS PC	12	\$9,900.00
PC Monitor	72	\$16,200.00
Keyboards, Mice, Speakers, etc.	12	\$3,000.00
Netclock	1	\$2,620.00
A/V Solution (budgetary estimate)	1	\$50,000.00
Controls, Cabling, Mounting Hardware	1	\$20,000.00
Wifi Access Points	3	\$3,000.00
		\$398,420.00
Other Shared Areas		
Misc furniture - break rooms/public areas/lounges	1	\$53,745.00
Small Appliances/Kitchenware	12	\$24,000.00
Fitness Equipment	5	\$5,000.00
A/V allowance	2	\$10,000.00
		\$92,745.00
Shared COG and Akron		\$491,165.00

FF&E Equipment Listing - Summit County Regional Dispatch Center

DRAFT - FINAL PRICING UPON ORDER

The pricing listed below is for estimated budgetary use only. With facility and systems designs not completed, prices were developed based on facility concept only. As facility and systems designs are completed, a more accurate pricing list can be developed.

All changes should be made on the individual tabs. Totals will automatically populate on this page

Shared DPS & COG		
Public Safety Large Training Room		
Video Wall, A/V Solutions (budgetary estimate)	1	\$150,000.00
Spare Line	0	\$0.00
White Boards	4	\$2,000.00
Furniture Total from MPG Budget Study	1	\$56,564.00
Misc Hardware/Cabling/etc.	1	\$10,000.00
Wifi Access Points	3	\$3,000.00
Classrooms Sub-Total		\$221,564.00
Conference Room		
Large Video Monitor Solution	1	\$6,000.00
Video Conferencing Equipment	1	\$5,000.00
White Boards	4	\$2,000.00
Conference Rooms Sub-Total		\$13,000.00
Shared DPS & COG Sub-Total		\$234,564.00

Radio Shop		
Office/Work Room/Reception		
Furniture Total from MPG Budget Study	1	\$21,028.00
Network Computers	2	\$4,000.00
Filing Cabinets/Storage Furniture	-	\$0.00
Phone System Add On	-	\$0.00
Misc Hardware/Cabling/etc.	-	\$0.00
Kitchen Appliances	3	\$6,000.00
Wifi Access points	2	\$2,000.00
		\$33,028.00
Conference Room		
Large Video Monitor	1	\$6,000.00
White Boards	1	\$500.00
Tables	1	\$2,000.00
Chairs	6	\$1,500.00
Misc Hardware/Cabling/etc.	-	\$0.00
		\$10,000.00
DPS Sub-Total		\$43,028.00

Exhibit F

Estimate of Cost of Joint PSAP Project and Allocation of Costs

See attached.

ESTIMATED TOTAL PROJECT & LEASE CALCULATIONS

THOMARIOS

One Thomarios Way

Copk

Summit County Regional Dispatch Center

Tallmadge, Ohio

90% Design Development Budget Summary

1. Fees and Permits

		COG	Akron	Summit County
Architect/Engineering Fee (MPG)	\$495,000.00	\$228,949.34	\$184,184.54	\$81,866.12
Consulting Fee (MCM)	\$285,000.00	\$131,819.32	\$108,045.65	\$47,135.04
Construction Management Fee (Thomarios)	\$586,410.00	\$271,228.65	\$218,197.29	\$96,984.06
Plan Review and Building Permit	\$8,234.00	\$3,808.42	\$3,063.79	\$1,361.79
Subtotal - Fees and Permits	\$1,374,644.00	\$635,805.72	\$511,491.27	\$227,347.01

2. Bid Packages

Estimated Demolition Costs	\$156,000.00	\$72,153.73	\$58,046.04	\$25,800.23
Estimated General Conditions	<u>\$12,480.00</u>	<u>\$5,772.30</u>	<u>\$4,643.68</u>	<u>\$2,064.02</u>
Demolition Package	\$168,480.00	\$77,926.03	\$62,689.72	\$27,864.25
Estimated General Trades Costs	\$2,449,338.00	\$1,081,683.96	\$905,039.37	\$462,614.66
Estimated General Conditions	<u>\$195,947.04</u>	<u>\$90,630.19</u>	<u>\$72,909.93</u>	<u>\$32,406.92</u>
General Trades Package	\$2,645,285.04	\$1,172,314.15	\$977,949.31	\$495,021.58
Estimated Roofing Costs	\$1,238,700.00	\$572,928.37	\$460,907.87	\$204,863.76
Estimated General Conditions	<u>\$99,096.00</u>	<u>\$45,834.27</u>	<u>\$36,872.63</u>	<u>\$16,389.10</u>
Roofing Package	\$1,337,796.00	\$618,762.64	\$497,780.50	\$221,252.86
Estimated Fire Suppression Costs	\$500,000.00	\$236,654.77	\$204,451.24	\$58,893.99
Estimated General Conditions	<u>\$40,000.00</u>	<u>\$18,500.96</u>	<u>\$14,883.60</u>	<u>\$6,615.44</u>
Fire Suppression Package	\$540,000.00	\$255,155.72	\$220,000.00	\$65,509.43
Estimated Plumbing Costs	\$394,200.00	\$182,326.93	\$146,677.87	\$65,195.20
Estimated General Conditions	<u>\$31,536.00</u>	<u>\$14,586.15</u>	<u>\$11,734.23</u>	<u>\$5,215.62</u>
Plumbing Package	\$425,736.00	\$196,913.08	\$158,412.10	\$70,410.82
Estimated Mechanical Costs	\$1,319,600.00	\$610,346.56	\$491,009.95	\$218,243.49
Estimated General Conditions	<u>\$105,568.00</u>	<u>\$48,827.72</u>	<u>\$39,280.80</u>	<u>\$17,459.48</u>
Mechanical Package	\$1,425,168.00	\$659,174.28	\$530,290.74	\$235,702.97
Estimated Electrical Costs	\$3,508,950.00	\$1,622,873.29	\$1,305,645.16	\$580,331.55
Estimated General Conditions	<u>\$280,716.00</u>	<u>\$129,837.86</u>	<u>\$104,451.61</u>	<u>\$46,426.52</u>
Electrical Package	\$3,789,666.00	\$1,752,811.15	\$1,410,096.78	\$626,758.07
Estimated Sitework Costs	\$768,065.00	\$355,248.43	\$285,789.30	\$127,027.27
Estimated General Conditions	<u>\$61,445.20</u>	<u>\$28,419.87</u>	<u>\$22,863.14</u>	<u>\$10,162.18</u>
Site Package	\$829,510.20	\$383,668.30	\$308,652.44	\$137,189.45
Subtotal - All Bid Packages	\$11,161,641.24	\$5,116,725.37	\$4,165,206.43	\$1,879,709.44

3. Items Furnished by Others

Radio Tower	\$450,000.00	\$225,000.00	\$225,000.00	\$0.00
FF&E	\$2,873,528.58	\$1,771,382.95	\$924,897.17	\$177,448.46
Subtotal - Items Furnished by Others	\$3,323,528.58			

4. Owner Contingencies

Five Percent of Bid Packages	\$515,582.06	\$238,469.03	\$191,842.92	\$85,270.11
Subtotal - Owner Contingencies	\$515,582.06			

	COG	Akron	Summit County
	\$18,375,395.88	\$6,018,237.79	\$2,369,775.01
Classroom Deduct	-\$850,000.00	-\$381,431.96	\$0.00
TOTAL BOND FINANCED FACILITY PROJECT	\$15,525,395.88	\$5,636,805.83	\$2,369,775.01
Sq Ft	14,097	11,341	5,041
% Allocations	46.25%	37.21%	16.54%

5. Financing & Miscellaneous

Bond Issuance Costs	\$400,744.05	\$187,970.38	\$153,529.30	\$59,244.38
Land Aquisition	\$1,350,000.00	\$624,407.28	\$502,321.48	\$223,271.23
Fairlawn Gig Fiber Connection				
		Covered under Summit County Public Safety Fiber and Communications Network		
TOTAL ESTIMATED PROJECT COST	\$17,276,139.93	\$6,345,290.43	\$6,303,997.92	\$2,657,331.59
ESTIMATED BASE LEASE COSTS YEARS 1-10		\$540,612.52	\$390,338.84	\$173,283.70
ESTIMATED BASE LEASE COSTS YEARS 11-20		\$478,171.79	\$340,106.89	\$150,956.58

Exhibit G
Form of COG Lease Agreement

See attached.

OFFICE LEASE

**630 North Avenue
Tallmadge, Ohio 44278**

(County of Summit, Ohio and the Summit Area Regional Council of Governments)

Landlord: County of Summit, Ohio

Tenant: Summit Area Regional Council of Governments (“COG”)

This Lease consists of three parts:

Part I	Cover Sheet
Part II	Standard Lease Provisions
Part III	Exhibits

Exhibit A – Depiction/Layout of the Building, Premises and Common Areas
Exhibit B – Joint Use Agreement
Exhibit C – Calculation of Base Rent
Exhibit D – Property Renovations and Improvements
Exhibit E – Property FFE and Technology

PART I

COVER SHEET

The terms listed below will have the following meanings throughout this Lease:

EFFECTIVE DATE:	The date of execution by the last party to sign this Lease.
LANDLORD:	County of Summit, Ohio
LANDLORD'S ADDRESS:	175 South Main Street, Akron, Ohio 44308
TENANT:	Summit Area Regional Council of Governments ("COG") which includes the following members: County of Summit, Ohio; City of Cuyahoga Falls, Ohio; City of Fairlawn, Ohio; City of Stow, Ohio; and City of Tallmadge, Ohio ("COG Members")
TENANT'S ADDRESS:	Summit County Regional Council of Governments Ohio Building, 8th Floor 175 South Main Street Akron, Ohio 44308 Attn: _____
ADDRESS FOR RENTAL PAYMENTS:	175 South Main Street, Akron, OH 44308 <i>(or by electronic fund transfer or wire transfer as directed by Landlord)</i>
BUILDING:	The building consisting of 35,769 square feet (30,479 square feet usable) and located at 630 North Avenue, Tallmadge, Ohio 44278 (the "Building")
PROPERTY:	The Building and other improvements, including but not limited to parking facilities and outbuildings, located at 630 North Avenue, Tallmadge, Ohio 44278 (the "Property")
PREMISES	7,082 square feet of the Building, as depicted on Exhibit A, attached hereto and incorporated herein (and marked as "Summit County – COG"), plus the use of the General Common Area, the PSAP Limited Common Area and the County-COG Limited Common Area, all as defined herein
TENANT'S PERCENTAGE:	46.25%

PERMITTED USES:	Operation of the Tenant's Public Safety Answering Point ("PSAP") and any other use permitted pursuant to <u>Paragraphs 7.2 and 7.3</u> of this Lease, and purposes and uses related thereto.
RENT COMMENCEMENT DATE:	The first day of the first full calendar month following the substantial completion of the Property Renovations and Improvements and the substantial completion of the acquisition and installation of the Property FFE and Technology, as the same are defined in this Lease.
EXPIRATION DATE:	The day before the 20 th anniversary of the Rent Commencement Date.
TERM:	Commences upon the Effective Date and terminating upon the Expiration Date.
RENEWAL OPTION:	One (1) option to extend the Term ten (10) additional years.
RENT:	Rent shall consist of the Base Rent plus the Additional Rent, as set forth and defined herein.

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PART II STANDARD LEASE PROVISIONS

ARTICLE I PREMISES

1.1 Premises.

(a) *Demise of Premises.* This Lease is made and entered into by and between Landlord and Tenant and will become effective as of the Effective Date. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease.

(b) *Access to Premises.* Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including, without limitation the right to make any repairs or replacements the Landlord deems necessary.

Landlord will at all times have a key to the Premises, and Tenant will not change any existing lock(s), or install any additional lock(s) without Landlord's prior consent. Except in the case of any emergency, any entry into the Premises by Landlord will be on reasonable advance notice.

(c) *Condition.* The Premises are leased to Tenant in their present condition, subject to Property Renovations and Improvements to be undertaken by the Landlord pursuant to Article IV of this Lease, and as defined in that Article, without representation or warranty by Landlord and subject to the existing state of title and to all applicable existing laws, rules, ordinances, regulations (including Environmental Laws), statutes, treaties, codes, governmental approvals, certificates, orders, determinations and licenses of and interpretations by any governmental authority, and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including wetlands)) ("Legal Requirements") now or hereafter in effect and all title and survey matters of record or otherwise known. Tenant has examined the Premises and has found all of the same satisfactory for all purposes.

1.2 Common Areas.

(a) *General Common Areas.* Tenant will have the right to use, in common with other tenants, the Building's common lobbies, corridors, and stairways necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common restrooms, the common fitness facilities, mothers room, bunk rooms, the corridors of any multi-tenant space, the parking areas for the Building, and generally, the grounds of the Property, as the same (other than the parking areas and grounds of the Property) are depicted on the attached Exhibit A as General Common Area. ("General Common Area"). The General Common Area consists of 4,678 square feet.

(b) *PSAP Limited Common Area.* Tenant will have the right to use, in common with the City of Akron, 6,604 square feet of space consisting of a training academy room, kitchen/break room, restrooms, locker room, server room and other ancillary rooms, as the same are depicted on the attached Exhibit A as the PSAP Limited Common Area ("PSAP Limited Common Area").

(c) *COG-County Limited Common Area.* Tenant will have the right to use, in common with the County, 1,895 square feet of space consisting of a large public safety training room, shared conference

room, conference storage room and electrical/data room, as the same are depicted on the attached Exhibit A as the COG-County Limited Common Area ("COG-County Limited Common Area").

Landlord may institute reasonable rules and regulations ("Rules and Regulations") governing the use of both the General Common Area and the Limited PSAP Common Area. Additionally, the Landlord and Tenant, together with the City of Akron, shall enter into a Joint Use Agreement in the form attached hereto as Exhibit B that will govern the general use by each of the General Common Area, the PSAP Limited Common Area and the COG-County Limited Common Area.

Landlord may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the General Common Area, PSAP Limited Common Area, and COG-County Limited Common Area that it considers necessary, provided that Landlord will use reasonable efforts to minimize interference with Tenant's normal activities. Such actions of Landlord will not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant. Landlord reserves to itself the roof and exterior walls of the Building, subject to Tenant's signage rights hereunder, and further reserves the right, subject to Tenant's concurrent rights, to place, maintain, repair, and replace concealed utility lines, pipes, ducts, conduits, wires and tunneling and the like, in, over, under, upon and through the Premises as may be reasonably necessary or advisable for the servicing of the Premises, Building or Property in locations which will not unreasonably interfere with (i) Tenant's use and enjoyment of its Premises, (ii) Tenant's access to and ingress and egress from the Premises, (iii) the visibility of Tenant's signs, or (iv) the direct accessibility and availability of Tenant's parking.

ARTICLE II TERM AND RENEWAL OPTION

2.1 **Commencement.** The Term will begin on the Rent Commencement Date and will continue for the length of the Term, unless sooner terminated as provided in this Lease.

2.2 **Renewal Option.** This Lease may be extended for one (1) additional term of ten (10) years (the "Renewal Term"); provided, however, to extend the term, Tenant shall give written notice to Landlord at least one hundred eighty (180) days prior to the Expiration Date of Tenant's intent to exercise its Renewal Option (hereinafter, the Term and the Renewal Term, if the Renewal Option is exercised, will be collectively referred to as the "Term").

ARTICLE III RENT

3.1 Base Rent.

(a) *Payment of Base Rent.* Tenant shall pay Base Rent to Landlord on a quarterly basis, by January 1st, April 1st, July 1st and October 1st, and the first quarter of Base Rent will be pro-rated based on the commencement date. All payments will be made in available U.S. funds, without prior demand and without abatement, deduction or offset, either by (i) wire transfer to Landlord's bank account (or to such other Person's bank account as Landlord from time to time may designate) or (ii) by check delivered to Landlord's Address (or to such other Person at such other address as Landlord may designate from time to time). All charges to be paid by Tenant hereunder, other than Base Rent, will be considered Additional Rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease will mean both Base Rent and Additional Rent unless the context specifically or clearly indicates that only Base Rent is referenced.

Base Rent shall be calculated as set forth on Exhibit C and Schedule C-1, which is attached hereto and incorporated herein by reference. At least ten (10) days prior to the Rent Commencement Date, Landlord shall provide Tenant with an updated Exhibit C and Scheduled C-1, bearing the actual costs, to date, and the actual Base Rent obligation of the Tenant. Within one hundred-eighty days of the Rent Commencement Date, Landlord shall provide a final Exhibit C and Schedule C-1, bearing all actual costs, which shall not be subject to any further update or revision. No later than ninety (90) days from receiving the final Exhibit C and Schedule C-1, Tenant shall pay to Landlord any shortfall between the final Exhibit C and Schedule C-1 and previously paid Base Rent. Thereafter, the Base Rent shall be based upon the final Exhibit C and Schedule C-1.

(b) *Renewal Rent.* If Tenant properly exercises its Renewal Option, the Base Rent for the Renewal Term will be \$1.00 per year. In addition to the Base Rent, Tenant shall be liable during the Additional Rent, as set forth herein, during the Renewal Term.

3.2 **Additional Rent for Operating Expenses and Capital Costs.**

(a) *Additional Rent.* Commencing upon the Rent Commencement Date, Tenant will pay to Landlord a quarterly payment of estimated Additional Rent, which will be reconciled annually in the first quarter of each calendar year for the prior year, in the manner set forth below. Additional Rent for the first year shall be based on an estimate provided by the Landlord to the Tenant.

(b) *Definitions.* As used herein, the following terms will have the following meanings:

(i) *Additional Rent.* Tenant's Share of Operating Expenses, plus the Capital Contribution set forth in this Section.

(ii) *Capital Contribution.* Tenant's Percentage of \$50,000.00, annually.

(iii) *Tenant's Share of Operating Expenses.* Tenant's Share of Operating Expenses shall be calculated as Tenant's Percentage as defined above, of Operating Expenses, as defined below.

(iv) *Operating Expenses.* Operating expenses include all costs of the Property and the Building, including, the costs for the general maintenance and operation of the spaces in the Building used by the Tenant (the Premises, General Common Area, PSAP Limited Common Area, and COG-County Limited Common Area) and include, but are not limited to, maintenance and repair; cleaning and custodial; insurance as provided in this Lease; utilities, including, but not limited to electric, natural gas, water, sewer, stormwater, waste removal, telephones, and internet service (including any costs to the FairlawnGIG and any other broadband provider; taxes and assessments; pest control; snow plowing costs; lawn care and landscaping; and any other costs incurred by the Landlord necessary for the maintenance and operation of the Building and the Property, including the Premises, General Common Area, PSAP Limited Common Area and COG-County Limited Common Area (the "Operating Expenses").

Operating Expenses will not include leasing commissions, repair costs paid by insurance proceeds or by any tenant or third party, any depreciation of the Building, any debt services or costs related to the sale or financing of the Property (which are recovered as part of the Base Rent), tenant improvements provided by any tenant, any special services rendered to tenants (including Tenant) for which a separate charge is made, costs attributable to seeking and

obtaining new tenants, retaining existing tenants, costs attributable to enforcing leases against tenants, improvements performed within a tenant's exclusive space, costs attributable to repairing items that are covered by warranties, and any costs separately and completely reimbursable to Landlord by tenants as a result of provisions contained in their specific leases.

(c) *Notification of Tenant's Share of Operating Expenses.* At least ten (10) days prior to the Rent Commencement Date, Landlord shall provide an estimate of Tenant's Share of Operating Expenses for the first year of the Term. Commencing with the Rent Commencement Date and continuing quarterly thereafter, by January 1st, April 1st, July 1st and October 1st, Tenant shall pay to Landlord one-fourth (1/4) of the estimate of Tenant's Share of Operating Expenses for the first year of the term. Within thirty (30) days after the conclusion of the first year of the Term, Landlord shall provide Tenant a statement of expenses reflecting the actual amount of Tenant's Share of Operating Expenses for the first year and, subject to any objections set forth herein, within ninety (90) days of delivery of the statement of Expenses, either Tenant shall pay any underpayment or Landlord shall reimburse any overpayment of Tenant's Share of Operating Expenses for the first year of the Term. Tenant and Landlord shall utilize this methodology for the estimation, payment, and reconciliation of Tenant's Share of Operating Expenses for each subsequent year of the Term.

Upon written notice to Landlord within ninety (90) days after the date Landlord delivers the Statement of Expenses to Tenant, and provided that Tenant is not then in default under this Lease, Tenant will have the right to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding calendar year. If Landlord does not receive such written notice from Tenant within such ninety (90) day period, then Tenant will have no right to review Landlord's books and records for the purpose of objecting to Tenant's Share of Operating Expenses with respect to the immediately preceding calendar year. If Landlord receives written notice from Tenant within such ninety (90) day period that Tenant desires to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding calendar year, then Tenant will have the right to review Landlord's books and records with respect to such Tenant's Share of Operating Expenses, provided that all information obtained by Tenant with respect to such review will be maintained on a confidential basis, only to the extent allowed by applicable public records laws and subject to any audit by any governmental authority that has the right to audit such records as part of a determination whether Tenant has appropriately expended public funds. All objections, if any, to Tenant's Share of Operating Expenses for the immediately preceding calendar year will be delivered to Landlord in writing and in reasonably sufficient detail, and must be received by Landlord within sixty (60) days after the date on which Tenant is first permitted to review such books and records, and any such objections not received by Landlord within such sixty (60) day period are hereby waived by Tenant.

If Landlord receives any objections by Tenant as permitted herein, then such objections will be deemed to be binding upon Landlord unless Landlord, within fifteen (15) days after receipt of such objections, delivers written notice to Tenant that Landlord disputes any or all such objections. If Landlord disputes any or all such objections, then Landlord and Tenant will endeavor in good faith to reconcile such dispute within twenty (20) days after delivery by Landlord of Landlord's notice to Tenant disputing any or all such objections, and if Landlord and Tenant are unable to resolve such dispute, Landlord and Tenant will jointly select an independent accountant/third party, which will resolve such dispute within twenty (20) days after its selection, and such decision will be binding upon Landlord and Tenant. The fees of such accountant/third party will be paid equally by Landlord and Tenant. To the extent that it is determined herein that any sums are due and owing to Tenant, such amounts will be credited against Tenant's next due monthly installments of Tenant's Share of

Operating Expenses or paid to Tenant if this Lease has expired, and if it is determined herein that Landlord has overcharged Tenant for Tenant's Share of Operating Expenses by more than five percent (5%), then Landlord will repay to Tenant the reasonable out of pocket costs incurred by Tenant in reviewing Landlord's books and records, which amount will be paid to Tenant by Landlord within thirty (30) days after receipt of reasonably satisfactory evidence of such out of pocket costs and payment thereof.

(d) *Permitted Contests.* Tenant, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, any applicable Legal Requirement which Tenant is required to comply pursuant to the terms herein, or the amount or validity or application, in whole or in part, of any Taxes and assessments which Tenant is obligated to pay pursuant to the terms herein, *provided that*:

(i) the commencement of such proceedings will suspend the enforcement or collection thereof against or from Landlord and against or from the Premises;

(ii) neither the Premises nor any rent therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, attached or lost;

(iii) if such contest be finally resolved against Tenant, Tenant will promptly pay the amount required to be paid, together with interest at the statutory rate. Landlord, at Tenant's expense, will execute and deliver to Tenant such authorizations and other documents as reasonably may be required in any such contest.

iv) if such contest be finally resolved against Landlord, Landlord will promptly pay the amount required to be paid, together with interest at the then-current statutory rate. Tenant, at Landlord's expense, will execute and deliver to Landlord such authorizations and other documents as reasonably may be required in any such contest.

Tenant will not be in default hereunder in respect to the compliance with any applicable Legal Requirement which Tenant is obligated to comply pursuant to the terms herein, or the amount or validity or application, in whole or in part, of any Taxes and assessments which Tenant is obligated to pay pursuant to the terms herein, which Tenant is in good faith contesting pursuant to the terms of this paragraph. Landlord may, at Landlord's sole cost and expense, apply for any tax exemption or abatement with respect to the Premises allowed by the State of Ohio or any political or taxing subdivision thereof under any existing or future provision of law which grants or may grant any such tax exemption or abatement.

(e) Capital Contribution. The County shall maintain the Capital Contribution in a segregated account that shall serve as a capital reserve to finance capital repairs and improvements needed for the Property and the Building, and not for any other purpose. Subject to advance written agreement and approval of the same by Tenant, any costs for capital repairs and improvements that exceed the amount in the capital reserve shall be proportionately charged to the Tenant and the other tenants in the Building as follows: any capital repairs and improvements located solely within the Premises shall be included fully as Additional Rent to the Tenant, and any capital repairs or

improvements within the premises of any other tenant in the building shall also be charged solely as additional rent to that tenant. Any capital repairs or improvements to the Building generally or within any of the common areas shall be allocated back to Tenant as Additional Rent based on Tenant's Percentage.

ARTICLE IV DELIVERY OF PREMISES AND IMPROVEMENTS TO PREMISES; LANDLORD TO PROVIDE FURNITURE, FIXTURES, EQUIPMENT AND TECHNOLOGY

4.1 Delivery of Premises. The Premises shall be delivered, and Tenant shall take possession of the same, upon the substantial completion of the Property Renovations and Improvements, as the same are defined in Section 4.2, below, and the substantial completion of the acquisition and installation of the Property FFE and Technology, as the same is defined in Section 4.3, below, excepting therefrom the completion of reasonable punch list items that do not generally impair the ability of Tenant to occupy the Premises.

4.2 Property Renovations and Improvements. The Landlord shall be responsible for the design and construction of all necessary renovations and improvements to the Property, Building and Premises, including, but not limited to all repairs and improvements to the building envelope and mechanical, electrical and plumbing systems, restrooms, common area space improvements, tenant improvements, security fencing and other security improvements, and parking lot improvements, necessary for the Premises to serve the Tenant's anticipated use, as set forth in this Lease, as well as the other anticipated uses of the Building by Landlord and other tenants, and a summary of all such renovations and improvements is attached hereto as Exhibit D ("Property Renovations and Improvements"). Landlord shall use all reasonable efforts to undertake and complete the Property Renovations and Improvements in a timely and workmanlike manner. It is anticipated that the timeframe for the Landlord to undertake and complete the Property Renovations and Improvements is approximately twenty-four (24) months, provided, however, that Landlord shall not be liable to Tenant for any reasonable delay in the same.

4.3 Property FFE and Technology. Other than as provided by Tenant pursuant to Section 5.2, below, Landlord shall identify and acquire all necessary furniture, fixtures and equipment, which shall also include any necessary information technology, data processing and dispatching equipment necessary for the Premises to serve the Tenant's anticipated use, as set forth in this Lease, as well as the other anticipated uses of the Building by Landlord and other tenants, and an itemization is attached hereto as Exhibit E ("Property FFE and Technology"). Landlord shall have no obligation to acquire any additional furniture, fixtures, equipment or technology beyond the items set forth on Exhibit E without the further agreement of Landlord and Tenant.

Landlord and Tenant expressly agree that the Property FFE and Technology shall remain the property of the Landlord during the Term of this Lease and the same is being leased by the Landlord to the Tenant pursuant to the terms of this Lease. Tenant shall not destroy or damage the Property FFE and Technology, reasonable wear and tear, excepted, and Tenant shall repair or replace any Property FFE and Technology that it destroys or damages. Landlord shall have no obligation to replace or repair destroyed, damaged or worn out FFE and Technology other than in the General Common Areas of the Building.

The Base Rent set forth herein includes the rental amount for the lease of the Property FFE and Technology, and the Tenant shall owe no other separate rental amount for the same. Tenant agrees to utilize the Property FFE and Technology only in accordance with its anticipated use of the Premises and

all common areas within the Building, as set forth in this Lease. Upon the sooner of the termination of the Lease, or the payment in full of the bonds issued by the County to purchase the Property FFE and Technology, Tenant shall have the right to purchase for the sum of \$1.00 the portion of the Property FFE and Technology used by Tenant in the Premises only, and Landlord shall retain ownership of all Property FFE and Technology in all common areas of the Building.

4.4 FairlawnGIG Service to Building. The Landlord shall solely bear the costs necessary to extend FairlawnGIG fiber and service to the Building, provided, however, that the connection fee for the same shall be included in the Property FFE and Technology costs. The Landlord shall also contract with an additional broadband service provider to provide redundant broadband service to the Building. The Landlord's costs to contract with the redundant broadband service provider shall be included in the Property FFE and Technology costs (the same is not currently included in Exhibit E). Additionally, the ongoing cost for service from the FairlawnGIG and the redundant broadband service provider shall be included in the Operating Expenses.

ARTICLE V ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1 Alterations.

(a) *Landlord's Consent.* Tenant will not make any alterations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises without first obtaining Landlord's written consent, which will not be unreasonably withheld. No consent given by Landlord will be deemed as a representation or warranty that such Alterations comply with all Legal Requirements. Tenant will pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations and any other costs that may be incurred by Landlord as a result of such Alterations.

(b) *Workmanship.* All Alterations will be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, and according to plans and specifications previously approved by Landlord. All work will be done in compliance with all Legal Requirements. Tenant will be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has consented to the Alterations, and will reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of Alterations, Tenant will provide Landlord with a complete set of "as-built" plans.

(c) *Mechanics and Other Liens.* Tenant will keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens, and will discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor will provide payment, performance and lien indemnity bonds required by Landlord, and Tenant will provide evidence of such insurance as Landlord may require, naming Landlord as an additional insured.

(d) *Removal of Alterations.* All Alterations affixed to the Premises will become part thereof and remain therein upon the expiration or earlier termination of this Lease. However, if Landlord gives Tenant notice, at least thirty (30) days before the expiration or earlier termination of the Lease, to remove any Alterations, Tenant will remove the Alterations, make any repair required by such removal, and restore the Premises to its original condition.

5.2 Tenant's Personal Property.

(a) *In General.* In addition to any Property FFE and Technology provided by Landlord as set forth in Section 4.3, above, Tenant may provide and install, and will maintain in good condition, all trade fixtures, personal property, equipment, furniture and moveable partitions required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises will remain Tenant's property ("Tenant's Property") and will be installed and maintained at Tenant's sole cost and expense. Landlord will not be liable for any damage to, or loss of, Tenant's Property. Upon the expiration of the Term of the Lease and vacation of the Premises, Tenant may remove any trade fixtures, personal property, equipment, furniture and moveable partitions, subject to the provisions of Paragraph 7.1(b) of this Lease, provided, however, that Tenant shall not remove any Property FFE and Technology that it has not otherwise purchased pursuant to the terms of this Lease.

ARTICLE VI LANDLORD'S COVENANTS

6.1 Services Provided by Landlord.

(a) *Services.* Landlord will be responsible for general management of the Property, Building and Premises, which shall include, but not be limited to custodial and cleaning, maintenance and repair, providing snow removal from parking lots and walkways, landscaping and lawn care services, and obtaining and overseeing all pest control within the Building and Premises. Landlord will provide reasonable additional Building, Property and/or Premises operation services, such as routine carpet cleaning, increased cleaning and sanitization of Premises and all common areas, upon reasonable advance request of Tenant at reasonable rates from time to time established by Landlord. Landlord will furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable temperature and ventilation for occupants of the Premises under normal business operation.

(b) *Utilities.* All utilities will be managed and initially paid by Landlord, and the costs for the same included as Operating Expenses and recovered as Additional Rent.

(c) *Graphics and Signs.* Tenant may place signs, notices and graphics necessary to conduct its business within the Premises, including, but limited to, office numbering/name placards, work-related notices, charitable campaign information, and general and customary business-related signage. Tenant may place general directional, safety and location signs, notices, graphics and decorations within any of the common areas to which Tenant has the right of use, if Landlord consents to the installation of the same and all costs and expenses associated (including installation and permits) will be borne by Tenant. Landlord will, at Tenant's expense, maintain any approved signage, notices, graphics and decorations within the all common areas and Tenant shall be responsible for the maintenance of any signs, notices, graphics or decorations within the Premises at its expense. All signage, notices, graphics and decorations of any kind placed within any of the common areas will be and remain the property of Landlord. When Tenant vacates the Premises, Tenant will have no further rights with respect to such items within the common areas and Landlord may, at its option, remove or alter the signage, notices, graphics and decorations and all costs and expenses associated therewith (including damage to the Building or Premises) will be borne by Tenant. All signage, notices, graphics or decorations within the Premises shall be and remain the property of the Tenant, and upon vacation of the Premises, such items shall be treated as Tenant's Property under the terms of this Lease.

(d) *Right to Cease Providing Services.* In case of Force Majeure or in connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted by Landlord herein, Landlord may reduce or suspend service of the Building's utilities, facilities or

supplies, provided that Landlord will use reasonable diligence to restore such services, facilities or supplies as soon as possible. No such reduction or suspension will constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises.

(e) *In-Premises Services.* Landlord shall provide, during normal business operation, the same property management services as set forth in Section (a) of this Section to the Premises. Tenant shall notify Landlord promptly of any issues or needs relating to the same so as to preserve the Building and prevent any damage or injury to person or property.

(f) *Access Controls and Security.* Landlord shall maintain within the Building, including the Premises and all common areas, a reasonably adequate door access control and electronic surveillance security system and shall provide reasonable access to the same to Tenant at all times.

6.2 Building Repairs and Maintenance. Landlord will provide general custodial and maintenance services to clean, repair and maintain the:

- (a) Premises and all common areas within the Building;
- (b) structural portions of the Building;
- (c) exterior walls of the Building (excluding exterior windows and glazing);
- (d) roof; and
- (e) basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems serving the Premises, in the manner and to the extent customarily provided by landlords in similar buildings in the area.

6.3 Quiet Enjoyment. Upon Tenant's paying the rent and performing its other obligations, Landlord will permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.

6.4 Fire and Extended Coverage Insurance. Landlord will cause to be kept insured, for the mutual benefit of Landlord and Tenant, the Property, including the Building and the Premises, Landlord's Work, and approved Alterations, if any, against loss or damage by fire and such other risks as are now or hereafter loss-special form (all risk, extended coverage) and in addition, ordinance or law coverage, boiler and machinery coverage (if applicable) and terrorism coverage if not included in such all-risk policy ("Casualty Insurance"). Such insurance will be written on a replacement cost basis with an agreed value equal to the greater of (i) the full insurable replacement value of the Building or (ii) the amount of the outstanding debt owed for the Property. The policy will name Landlord as insured and loss payee. Not more frequently than every three (3) years, if in the reasonable opinion of the Landlord the amount of the Casualty Insurance is found to be inadequate, the Landlord will increase the insurance amount. If Landlord requires, but not more than once every three (3) years, an appraisal to be performed for purposes of determining the sufficiency of insurance coverage, Landlord will pay the cost of the same. . Such extended coverage will specifically provide rental interruption coverage in the manner and amount set forth in Paragraph 9.1. Landlord will not carry any insurance on Tenant's Property, and will not be obligated to repair or replace any of Tenant's Property.

6.5 **Landlord's Liability Insurance.** During the Term of the Lease, Landlord shall obtain and maintain comprehensive liability insurance, including personal injury and contractual liability broad form property damage, completed operations, products liability, and fire damage not less than \$2,000,000 single limit for bodily injury, personal injury, and property damage with respect to the Property.

6.6 **Parking.** Landlord shall provide parking facilities for Tenant, provided, however, that no employee of the Tenant shall have designated parking spaces.

ARTICLE VII TENANT'S COVENANTS

7.1 Repairs, Maintenance and Surrender.

- (a) *Repairs and Maintenance.* Tenant will use reasonable care to preserve the Premises and will promptly notify Landlord of any issues and needs relating to the repair, maintenance, or preservation of the Property. Landlord will maintain, repair, and clean the non-structural portions of the interior of the Premises in good repair and condition, and, following receipt of notice thereof from Tenant, will promptly repair any damage to the Premises including glass or interior walls, damaged by causes reasonably beyond Tenant's control and ordinary wear and tear excepted. All repairs will be made in a workmanlike manner and any replacements or substitutions will be of a quality, utility, value and condition similar to or better than the replaced or substituted item.
- (b) *Surrender.* At the end of the Term, in the event the Tenant has not exercised its rights under Article X of this Lease, or exercised its option to renew this Lease, Tenant will peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear, and Tenant will remove Tenant's Property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed will be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord will determine. Tenant will be responsible for costs and expenses incurred by Landlord in removing any Alterations and disposing of any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to their original condition.

7.2 Use.

(a) *General Use.* Tenant will use the Premises only for a PSAP and such any ancillary and related purposes, and will not use or permit the Premises to be used in violation of any law or ordinance or of any certificate of occupancy issued for the Building or the Premises, or of the Rules and Regulations. Tenant will not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall use reasonable and prudent care in its use of the Property so as to prevent damage or harm to the Property and/or individuals using the Property. All property kept stored or maintained on the Premises will be at the sole risk of the Tenant.

(b) *Obstructions and Exterior Displays.* Tenant will not obstruct any of the common areas or any portion of the Property outside the Premises, and will not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, that may be visible from outside the Premises.

(d) *Compliance with Insurance Policies.* Tenant will not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in a material increase in the premiums thereunder.

7.3 **Assignment; Sublease.** Tenant will not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior written consent. In the event that Landlord grants consent or Tenant is otherwise permitted to sublet the Premises, Tenant will remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease.

7.4 **Tenant's Insurance.** Tenant will, at its sole expense, maintain in responsible companies qualified to do business and in good standing in Ohio, and otherwise acceptable to Landlord, the following insurance, or shall maintain a self-insurance program covering each of the items below:

(a) commercial general liability insurance against any and all claims as are customarily covered under a standard policy form routinely accepted by institutional owners of properties similar to the Premises, for bodily injury, death and property damage occurring in or about the Premises and on adjoining streets and sidewalks. Such insurance will have a combined single limit of not less than \$2,000,000 per occurrence. Such liability insurance will be primary and not contributing to any insurance available to Landlord and Landlord's insurance, if any, will be in excess thereto. In no event will the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

(b) workers' compensation insurance with statutory limits covering all of Tenant's employees working in the Premises; and

(c) property insurance insuring Tenant's Property for the full replacement value of such items.

If not self-insured, Tenant will deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to Landlord. The policies required to be maintained by Tenant will be with companies having a general policy rating of A- or better and a financial class of VIII or better by A.M. Best Company, Inc. Insurers will be licensed to do business in Ohio and domiciled in the USA. Tenant will have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, *provided* such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance will provide notification to Landlord at least thirty (30) days prior to any non-renewal, cancellation or modification to reduce the insurance coverage.

7.5 **Payment of Taxes and Assessments.** If at any time during the Term, any political subdivision of the state in which the Property is located, or any other governmental authority, levies or assesses against Landlord a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits in substitution for or as a supplement to a tax levied against the Property, Building or Landlord's personal property, then Tenant will pay to Landlord as Additional Rent the same based on Tenant's Percentage of said tax or excise.

7.6 **Americans with Disabilities Act.** Tenant will comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly

assumes all responsibility for compliance with the ADA for all Alterations and the activities conducted by Tenant within the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA will be done in accordance with this Lease; provided, that Landlord's consent to such Alterations will not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA.

ARTICLE VIII DEFAULT

8.1 **Default.** The occurrence of any one or more of the following events will constitute a default hereunder by Tenant:

(a) The failure by Tenant to make any payment of Rent, as and when due, where such failure will continue for a period of twenty (20) business days after written notice thereof from Landlord to Tenant;

(b) The failure by Tenant or Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant or Landlord, other than as specified in clause (a) above, where such failure will continue for a period of more than thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of Tenant or Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant or Landlord commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than sixty (60) days from the date of such notice from the other party;

(c) The failure by Tenant of all or any portion of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code (or any similar petition under any insolvency law of any jurisdiction) if such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor; or

8.2 Remedies of Landlord and Calculation of Damages.

(a) *Remedies.* In the event of any default by Tenant, whether or not the Term will have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies:

(i) Terminate the Lease and upon 90-day notice to Tenant of termination of the Lease all rights of Tenant hereunder will thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant will then quit and surrender the Premises to Landlord and Landlord will have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease will relieve Tenant of its liability and obligations under the Lease.

(ii) Re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate the Lease Term unless a notice of such termination is given to Tenant pursuant to clause (i) above or unless such termination is decreed by a court of competent jurisdiction.

(iii) Enter the Premises and Cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, will be considered Additional Rent under this Lease and will be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

(b) *Special Remedy.*

(i) As used in this Section, the following capitalized terms shall have the following meanings:

(a) "First-Half Tax Distribution" shall mean the distribution of funds to the Tenant on the First-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(b) "First-Half Tax Distribution Date" shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(c) "First-Half Tax Settlement Date" shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(A) of the Ohio Revised Code, as amended from time to time.

(d) "Interest Rate for Advances" shall mean an interest rate equal to 4%.

(e) "Second-Half Distribution" shall mean the distribution of funds to the Tenant on the Second-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(f) "Second-Half Tax Distribution Date" shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(g) "Second-Half Tax Settlement Date" shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(C) of the Ohio Revised Code, as amended from time to time.

(ii) If the event of default is a failure of the Tenant to make any payment due to the Landlord when due, the Landlord shall first make a reasonable attempt, in good faith, to collect the delinquent sums from the Tenant in a cooperative manner. In the event the Tenant and Landlord fail to resolve the matter, the Landlord, through its Fiscal Officer shall be authorized to take the following actions, in addition to any other remedies afforded herein:

(a) If the Tenant fails to make a payment to the Landlord in full on or before the date due, and that failure to pay continues beyond the time to cure the default, regardless of the reason, then the Landlord may direct its Fiscal Officer to withhold, from the Tenant's First-Half Tax Distribution occurring on the next succeeding First-Half Tax Distribution Date, an amount equal to the then unpaid sums plus interest accrued to the First-Half Tax Distribution Date on such unpaid portion at the Interest Rate for Advances, and to pay such amount to the Landlord; and

(b) In the event that the funds distributed from the Tenant's First-Half Tax Distribution in any given year are insufficient to reimburse the Landlord for any unpaid sums, the Landlord may direct its Fiscal Officer to withhold from the Tenant's Second-Half Distribution occurring on the next succeeding Second-Half Tax Distribution Date an amount equal to the unpaid sums, plus accrued interest as set forth above. Thereafter, the right to withhold funds from either the Tenant's First-Half Tax Distribution or Second-Half Tax Distribution shall be ongoing in subsequent years until all sums are paid in full.

In the event the Tenant pays in full any previously unpaid sums prior to the Tenant's First-Half Tax Distribution or Second-Half Tax Distribution, such payment shall satisfy the Tenant's obligation to pay said sums and the Landlord's Fiscal Officer shall not proceed to withhold funds pursuant to this Section.

Tenant hereby covenants and agrees that it shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the Landlord or its Fiscal Officer to withhold delinquent sums from the Tenant's First Half Tax Distribution or its Second Half Tax Distribution as provided above in this Section, and the Tenant hereby forever irrevocably waive any right it may have to make such contest, provided, however, that nothing contained herein shall be a waiver of the Tenant's right to, in good faith, dispute the amount of sums owed under this Lease or the manner in which those sums are calculated, distributed or allocated to the Tenant, and the Tenant shall have the right to seek relief in law or in equity from its obligation to pay the disputed amount including but not limited to the right to seek a temporary restraining order or preliminary injunction preventing the Landlord from exercising its rights under this Section to collect the disputed amount while legal action is pending.

(iii) All of the obligations of the Tenant to pay Base Rent, Additional Rent and any other sums due under this Lease are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Tenant within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus. In the event of an occurrence of an event of default pursuant to this Section, the Landlord shall have the right to constitute an appropriate mandamus action to compel action in compliance with this Lease.

(c) *Calculation of Damages.* Tenant, until the end of the Term, or what would have been such Term in the absence of any such event, will be liable to Landlord, as damages for Tenant's default, for the amount of Rent that would be payable under this Lease by Tenant if this Lease were still in effect,

less the net proceeds of reletting the Premises actually collected by Landlord after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, Operating Expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant will pay such damages to Landlord monthly on the days on which the Rent would have been payable as if this Lease were still in effect, and Landlord will be entitled to recover from Tenant such damages monthly as the same will arise.

(d) *Reletting.* At any time or from time to time after a re-entry, repossession or removal, whether or not the Lease Term shall have been terminated, Landlord may (but shall be under no obligation to) relet the Premises for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting. Landlord shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. Whether or not the Lease is terminated, Landlord will in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting. Any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Paragraph.

(e) *No Limitations.* Nothing contained in this Lease will limit or prejudice the right of Landlord to obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. No termination of the Lease Term, by operation of law or otherwise, and no re-entry, repossession or removal, and no reletting of the Premises, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination, re-entry, repossession, removal or reletting; provided, however, that as provided in subparagraph (c) above, any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Paragraph.

(f) *Cumulative Remedies.* Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

ARTICLE IX CASUALTY AND EMINENT DOMAIN

9.1 Casualty.

(a) *Casualty in General.* If, during the Term, the Premises or the Building are wholly or partially damaged or destroyed by fire, flood or other casualty, and the casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, the parties agree to work together to formulate a plan describing the agreed upon scope and cost (the "Casualty Abatement Plan") within thirty (30) days of the casualty to return the Premises to its pre-casualty condition (the "Necessary Repairs"), following which, Landlord will proceed to make the Necessary Repairs pursuant to the approved Casualty Abatement Plan, once the insurance proceeds are received.

(i) *Minor Casualty.* If, during the Term, the Premises or the Building are partially damaged or destroyed by fire, flood, or other casualty, Landlord shall proceed to make the Necessary Repairs as set forth in the approved Casualty Abatement Plan. The Lease will remain in full force and effect, and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible. Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not make the Necessary Repairs pursuant to the approved Casualty Abatement Plan within one hundred eighty (180) days of the casualty, Tenant will not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to (i) pay any Rent due into a segregated account held by the City, which shall be documented to the County on a quarterly basis on the rental payments set forth above, and such escrowed Rent shall be released to the County in full upon the substantial completion of the Necessary Repairs, and (ii) to assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch. If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord, and, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining. If Tenant assumes control of the performance of the Necessary Repairs and Tenant incurs costs in the performance of the Necessary Repairs in excess of the funds received from Landlord, and such excess costs were not caused or reasonably avoidable by Tenant, or Tenant's deviation from the approved Casualty Abatement Plan, Tenant shall be entitled to reimbursement from Landlord for such excess costs incurred within ninety (90) days of Tenant's submission of written evidence of such expenses satisfactory to Landlord. Notwithstanding anything to the contrary, under no circumstance shall Tenant be entitled to reimbursement from Landlord for any excess costs incurred under this subparagraph related, in any way, to Tenant's loss of business, and/or consequential or incidental damages related to the type of casualty, and/or Tenant's assumption of control of the performance of the Necessary Repairs, contemplated herein.

(ii) *Minor Casualty requiring greater than 180 days to repair.* If, during the Term, the Premises or the Building are partially damaged or destroyed by fire, flood, or other casualty, Landlord will proceed to make the Necessary Repairs pursuant to the approved Casualty Abatement Plan, and the Lease will remain in full force and effect and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible. However, if both Landlord and Tenant determine in good faith that the Necessary Repairs will require greater than one hundred eighty (180) days from the date of the casualty to complete, the parties will meet within thirty (30) days of the date of casualty to try to reach an agreement for the duration of time necessary to complete the Necessary Repairs, not to exceed eighteen (18) months from the date of the casualty. If the parties cannot reach an agreement within ten (10) days of such meeting, duration for the completion of the Necessary Repairs will be determined by a board of three (3) reputable local general contractors. The general contractors will each have at least ten (10) years of commercial construction experience with building similar to the Building. One general contractor will be appointed and paid by Landlord, a second general contractor will be appointed and paid by Tenant and the third general contractor will be selected by the first two general contractors and his/her fee will be split equally between Landlord and Tenant.

If the determination of any two or all three of the general contractor will be identical in duration, said duration will be deemed to be the duration for the completion of the Necessary Repairs from the date of such determination. If the determinations of all three general contractors will be different in amount, the greatest duration will be averaged with the middle duration (said average being hereinafter referred to as "Sum A"), the shortest duration will be averaged with the middle (said average being hereinafter referred to as "Sum B"), and the duration for the completion of the Necessary Repairs from the date of such determination will be determined as follows:

(A) If neither Sum A or Sum B differs from the middle by more than five percent (5%) of such middle, then the duration for the completion of the Necessary Repairs from the date of such determination will be the average of the three durations; or

(B) If either Sum A or Sum B (but not both of said sums) differ from the middle by more than five percent (5%) of such middle duration, then duration for the completion of the Necessary Repairs from the date of such determination will be deemed to be the average of the middle duration and the duration closest in amount to said middle duration; or

(C) If both Sum A and Sum B differ from the middle duration by more than five percent (5%) of such middle duration, duration for the completion of the Necessary Repairs from the date of such determination will be the average of Sum A and Sum B.

Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan within such duration, Tenant will not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to (i) pay any Rent due into a segregated account held by the City, which shall be documented to the County on a quarterly basis on the rental payments set forth above, and such escrowed Rent shall be released to the County in full upon the substantial completion of the Necessary Repairs, and (ii) to assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch, and seek reimbursement for any excess costs permitted by and in the same fashion as subparagraph (b)(i).

If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord, and, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining.

(iii) *Total Casualty.* If, during the Term, the Premises or the Building are fully damaged or destroyed by fire, flood, or other casualty, Landlord will present to Tenant, within 30 days of the date of casualty, Landlord's written proposal to reconstruct the Building and/or Premises. If the Landlord cannot certify, in writing, that it will complete the reconstruction of the Building and/or Premises within 24 months of the date of casualty, Tenant shall have the right to terminate the Lease within 30 days of such determination, and, provided Tenant is current on

all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease). If Tenant does not within such 30-day period exercise its right to terminate the Lease, the Lease will remain in full force and effect, and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible and Landlord will proceed to make the Necessary Repairs.

(b) *Total Casualty within final three (3) years of Term.* If the Premises or the Building is wholly damaged or destroyed within the final three (3) years of the Term of this Lease, or during the Renewal Term, either Landlord or Tenant may elect to terminate this Lease. In the event of a termination, provided Tenant is current on all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease).

(c) *Minor Casualty within final three (3) years of Term.* Notwithstanding anything to the contrary contained in this Paragraph 9.1, if the Premises or the Building is partially damaged or destroyed within the final three (3) years of the Term of this Lease, or during the Renewal Term, and Landlord elects not to repair such casualty, either Landlord or Tenant may elect to terminate this Lease. In the event of a termination, provided Tenant is current on all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease). If Landlord elects to repair such a casualty occurring within the final three (3) years of the Term of this Lease, the provisions of Article 9.1(b)(i) and (ii) shall control.

(d) *Improvements and Alterations.* As part of the Necessary Repairs after a casualty, Landlord will cause Landlord's Work and any Alterations which Landlord has approved, to be repaired and restored. Landlord will have no responsibility for any personal property placed or kept in or on the Premises or the Building by Tenant or Tenant's agents, employees, invitees or contractors and Landlord will not be required to repair any damage to, or make any repairs to or replacements of, such personal property.

(e) *Exclusive Remedy.* This Paragraph 9.1 will be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim will be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

(f) *Waiver of Subrogation.* Landlord and Tenant will cause any insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

ARTICLE X OPTION TO CONDOMINIUMIZE BUILDING

10.1 Generally.

(a) Except as limited in this Section, Tenant may, at any time during the Term of this Lease, including any Renewal Term, or upon termination of this Lease, elect to require the Landlord to

condominiumize the Building and to sell the Premises to Tenant. In such event, the purchase price shall be the price set forth in the certain Cooperative Agreement by and between the Landlord, City of Akron, City of Cuyahoga Falls, City of Fairlawn, City of Stow and City of Tallmadge dated _____, 20____. In no event may the Tenant exercise its option to condominiumize the Building prior to the call date for redemption of the bonds issued by the Landlord to finance the costs to the Property Renovations and Improvements and Property FFE and Technology.

If such option is exercised, the condominium declaration, bylaws and other documents will create a separate parcel for the Premises, and a separate parcel for all other space in the Building other than the common areas. The condominium declaration, bylaws and other documents will provide for the costs of the operation of the common areas to continue to be borne and paid consistent with the methodology in this Lease. Furthermore, the condominium declaration, bylaws and other documents shall be structured in such a way to ensure that Tenant continues to pay the same portion of Operating Expenses and capital reserve contributions as required in this Lease.

The parties acknowledge and agree that the Tenant's rights under this Article X shall not be infringed in any way. As such, the provisions of this Article X supersede any contrary provisions of this Lease.

ARTICLE XI GENERAL

11.1 Representations and Warranties. Landlord and Tenant represent and warrant to each other that:

- (a) the execution and delivery of this Lease has been duly authorized ;
- (b) this Lease is binding upon Landlord and Tenant in accordance with its terms;
- (c) the execution, delivery and performance by Landlord and Tenant of this Lease will not
 - (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any lien in respect of any property under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or other material agreement or instrument to which Landlord or Tenant is bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority binding on Landlord or Tenant or (iii) violate any provision of any statute or other rule or regulation of any governmental authority of or applicable to Landlord or Tenant;
- (d) excluding the approval of the Landlord's Council and Tenant's Board of Trustees, no consent, approval or authorization of, or registration, filing or declaration with, any governmental authority is required in connection with the execution, delivery or performance by Landlord or Tenant of this Lease, except for such as have been adopted by the appropriate governmental authority and are in full force and effect; and

11.2 Notices. Any notice required or permitted hereunder will be in writing. Notices will be addressed to Landlord at Landlord's Address and to Tenant at Tenant's Addresses with copies to the following addresses:

As to the Landlord:
County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: County Executive

With a copy to:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Director of Law

As to the Tenant:

Summit County Regional Council of Governments
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: _____

Any communication so addressed will be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one-day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

11.3 No Waiver or Oral Modification. No provision of this Lease will be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, will be construed as a consent to any other act or waiver of any other breach or default.

11.4 Severability. If any provision of this Lease, or the application thereof in any circumstances, will to any extent be invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each provision hereof will be valid and enforceable to the fullest extent permitted by law.

11.5 Guaranty Agreements. Each COG Member, being the members of the Tenant, shall sign a COG Member Guaranty Agreement, in a form reasonably satisfactory to the Landlord, pursuant to which that member shall guaranty and agree to reimburse the Landlord, on a pro-rata basis, for any Base Rent, Additional Rent or any other amount due under this Lease that the Tenant fails or refuses to pay under this Lease.

11.6 Waiver of Liability. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the

extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party will notify its insurers that the foregoing waiver is contained in this Lease.

11.7 Execution, Amendment and Modification. This Lease will not be binding and enforceable until duly authorized by both Summit County Council and Tenant's Board of Trustees, executed by authorized representatives of Landlord and Tenant. This Lease may not be modified or amended, unless such modification or amendment is in writing and signed by both parties.

11.8 Successors and Assigns. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.9 Applicable Law and Lease Interpretation. This Lease will be construed, governed and enforced according to the laws of the State of Ohio. In construing this Lease, paragraph headings are for convenience only and will be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease will be construed according to the fair meaning of its terms, and not against either party.

11.10 Holdover. If Tenant does not exercise its rights under Article X of this Lease, and holds over in occupancy of the Premises after the expiration of the Term, Tenant will, at the election of Landlord become a tenant at sufferance only on a month-to-month basis subject to the terms and conditions herein specified, so far as applicable, except that Tenant's Base Rent during the holdover period will be equal to twice the Base Rent for the then current term, increased by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) between the Rent Commencement Date and the last month of the Term. Tenant will also be obligated to pay: (i) Tenant's Share of Operating Expenses then in effect, and (ii) all damages sustained by Landlord on account of such holdover tenancy.

11.11 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("Force Majeure"), the performance of such act will be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations will in no event constitute Force Majeure. Nothing in this Paragraph will excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

11.12 Lease not to be Recorded. This Lease will not be recorded.

11.13 Further Assurances. Tenant will, at its own expense, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, transfers and assurances as Landlord may reasonably request in order to protect the right, title and interest of Landlord hereunder.

11.14 Survival. All warranties, representations and covenants made by Tenant or Landlord herein or in any certificate or other instrument delivered by either party to the other under this Lease will be considered to have been relied upon by such other party and will survive the consummation of

the transactions contemplated hereby on the date hereof, regardless of any investigation made by such other party or on behalf of such other party.

11.15 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the parties contained in this Lease shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of any party to this lease or their respective Legislative Authorities, in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Lease shall be liable personally on this Lease or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the parties to this lease.

11.16 Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, which includes the cover sheet, the foregoing Standard Provisions, Additional Provisions, if any, and Exhibits attached to this Lease, with the intent that each of the parties will be legally bound thereby and that this Lease will become effective as of the Effective Date.

TENANT:

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Date: _____

Approved as to form and correctness:

Deborah Matz, Director
Department of Law and Risk Management

**SUMMIT COUNTY REGIONAL
COUNCIL OF GOVERNMENTS**

By: _____

Name: _____

Its: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me the ____ day of _____, 2021, by Ilene Shapiro, Executive of the County of Summit, Ohio, on behalf of the County of Summit, Ohio.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me the ____ day of _____, 2021, by _____, the _____ of the Summit Area Regional Council of Governments, on behalf of the Summit Area Regional Council of Governments.

Notary Public

**FISCAL OFFICER'S CERTIFICATE
COUNTY OF SUMMIT, OHIO**

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 20____ under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: _____, 20____

**FISCAL OFFICER’S CERTIFICATE
SUMMIT AREA REGIONAL COUNCIL OF GOVERNMENTS**

The undersigned, Finance Director of the Summit Area Regional Council of Governments (“COG”), hereby certifies that the moneys required to meet the obligations of the COG during the year 20__ under the Agreement have been lawfully appropriated by the Legislative Authority of the COG for such purposes and are in the treasury of the COG or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
Summit Area Regional Council of Governments

Dated: _____, 2021

PART III EXHIBITS

EXHIBIT A
DEPICTION/LAYOUT OF THE BUILDING, PREMISES AND COMMON AREAS

see attached.

EXHIBIT B
JOINT USE AGREEMENT

See attached.

EXHIBIT C
CALCULATION OF BASE RENT

The Base Rent each year shall be based on the Landlord's actual annual debt service related to the following costs:

- a. The Landlord's costs to acquire the Property and Building, which shall be \$135,000.00 annually for the first ten (10) years of the Term of the Lease.
- b. The Landlord's costs to design and construct the Property Renovations and Improvements.
- c. The Landlord's costs to acquire and install the Property FFE and Technology.
- d. The Landlord's costs to manage the design and construction of the Property Renovations and Improvements and the acquisition and installation of the Property FFE and Technology.
- e. Any other costs specifically identified in a certain Cooperative Agreement by and between the County, City of Akron, City of Cuyahoga Falls, City of Fairlawn, City of Stow and City of Tallmadge dated _____, 20__ that are initially born by the Landlord and subject to recovery by the Landlord.
- f. The Landlord's issuance and administration costs related to the bonds issued to finance the costs set forth in Section 3.8(b) to (e), above.

The Base Rent shall be Tenant's Percentage - 46.25% - of the annual debt service for the costs in items (a), (b), (d), (e) and (f), above;

PLUS

A proportionate share of the portion of the annual debt service used to finance the costs in item (c), above, equal to the amount of the actual costs of the Property FFE and Technology in item (c), above, to be used by the Tenant, divided by the total cost of the Property FFE and Technology in item (c), above, being installed in the Building.

An estimate of the Base Rent, is attached to this Exhibit C as Schedule C-1 to demonstrate both the estimated costs at the time of the execution of this Lease, as well as the methodology of calculating the Base Rent.

SCHEDULE C-1
ESTIMATION AND CALCULATION OF BASE RENT

See attached.

EXHIBIT D
PROPERTY RENOVATIONS AND IMPROVEMENTS

See attached.

EXHIBIT E
PROPERTY FFE AND TECHNOLOGY

See attached.

Exhibit H
Form of Akron Lease Agreement

See attached.

OFFICE LEASE

**630 North Avenue
Tallmadge, Ohio 44278**

(County of Summit, Ohio and the City of Akron, Ohio)

Landlord: County of Summit, Ohio

Tenant: City of Akron, Ohio

This Lease consists of three parts:

Part I	Cover Sheet
Part II	Standard Lease Provisions
Part III	Exhibits

Exhibit A – Depiction/Layout of the Building, Premises and Common Areas
Exhibit B – Joint Use Agreement
Exhibit C – Calculation of Base Rent
Exhibit D – Property Renovations and Improvements
Exhibit E – Property FFE and Technology

PART I

COVER SHEET

The terms listed below will have the following meanings throughout this Lease:

EFFECTIVE DATE:	The date of execution by the last party to sign this Lease.
LANDLORD:	County of Summit, Ohio
LANDLORD'S ADDRESS:	175 South Main Street, Akron, Ohio 44308
TENANT:	City of Akron, Ohio
TENANT'S ADDRESS:	City of Akron, Ohio 166 S. High Street Suite 200 Akron, Ohio 44308 Attn: Daniel Horrigan, Mayor
ADDRESS FOR RENTAL PAYMENTS:	175 South Main Street, Akron, OH 44308 <i>(or by electronic fund transfer or wire transfer as directed by Landlord)</i>
BUILDING:	The building consisting of 35,769 square feet (30,479 square feet usable) and located at 630 North Avenue, Tallmadge, Ohio 44278 (the "Building")
PROPERTY:	The Building and other improvements, including but not limited to parking facilities and outbuildings, located at 630 North Avenue, Tallmadge, Ohio 44278 (the "Property")
PREMISES	6,452 square feet of the Building, as depicted on Exhibit A, attached hereto and incorporated herein (and marked as "Akron PSAP"), plus the use of the General Common Area, the PSAP Limited Common Area and the County-COG Limited Common Area, all as defined herein
TENANT'S PERCENTAGE:	37.21%
PERMITTED USES:	Operation of the Tenant's Public Safety Answering Point ("PSAP") and any other use permitted pursuant to <u>Paragraphs 7.2 and 7.3</u> of this Lease, and purposes and uses related thereto.

**RENT
COMMENCEMENT
DATE:**

The first day of the first full calendar month following the substantial completion of the Property Renovations and Improvements and the substantial completion of the acquisition and installation of the Property FFE and Technology, as the same are defined in this Lease.

EXPIRATION DATE:

The day before the 20th anniversary of the Rent Commencement Date.

TERM:

Commences upon the Effective Date and terminating upon the Expiration Date.

RENEWAL OPTION:

One (1) option to extend the Term ten (10) additional years.

RENT:

Rent shall consist of the Base Rent plus the Additional Rent, as set forth and defined herein.

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PART II STANDARD LEASE PROVISIONS

ARTICLE I PREMISES

1.1 Premises.

(a) *Demise of Premises.* This Lease is made and entered into by and between Landlord and Tenant and will become effective as of the Effective Date. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease.

(b) *Access to Premises.* Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including, without limitation the right to make any repairs or replacements the Landlord deems necessary.

Landlord will at all times have a key to the Premises, and Tenant will not change any existing lock(s), or install any additional lock(s) without Landlord's prior consent. Except in the case of any emergency, any entry into the Premises by Landlord will be on reasonable advance notice.

(c) *Condition.* The Premises are leased to Tenant in their present condition, subject to Property Renovations and Improvements to be undertaken by the Landlord pursuant to Article IV of this Lease, and as defined in that Article, without representation or warranty by Landlord and subject to the existing state of title and to all applicable existing laws, rules, ordinances, regulations (including Environmental Laws), statutes, treaties, codes, governmental approvals, certificates, orders, determinations and licenses of and interpretations by any governmental authority, and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including wetlands)) ("Legal Requirements") now or hereafter in effect and all title and survey matters of record or otherwise known. Tenant has examined the Premises and has found all of the same satisfactory for all purposes.

1.2 Common Areas.

(a) *General Common Areas.* Tenant will have the right to use, in common with other tenants, the Building's common lobbies, corridors, and stairways necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common restrooms, the common fitness facilities, mothers room, bunk rooms, the corridors of any multi-tenant space, the parking areas for the Building, and generally, the grounds of the Property, as the same (other than the parking areas and grounds of the Property) are depicted on the attached Exhibit A as General Common Area. ("General Common Area"). The General Common Area consists of 4,678 square feet.

(b) *PSAP Limited Common Area.* Tenant will have the right to use, in common with the Summit Area Regional Council of Governments ("COG"), 6,604 square feet of space consisting of a training academy room, kitchen/break room, restrooms, locker room, server room and other ancillary rooms, as the same are depicted on the attached Exhibit A as the PSAP Limited Common Area ("PSAP Limited Common Area").

(c) *COG-County Limited Common Area.* Tenant will not have the right to use or access 1,895 square feet of space consisting of a public safety large training room, shared conference room, conference storage room and electrical/data room, as the same are depicted on the attached Exhibit A as the COG-County Limited Common Area (“COG-County Limited Common Area”).

Landlord may institute reasonable rules and regulations (“Rules and Regulations”) governing the use of both the General Common Area and the Limited PSAP Common Area. Additionally, the Landlord and Tenant, together with the City of Akron, shall enter into a Joint Use Agreement in the form attached hereto as Exhibit B that will govern the general use by each of the General Common Area, the PSAP Limited Common Area and the COG-County Limited Common Area.

Landlord may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the General Common Area, PSAP Limited Common Area, and COG-County Limited Common Area that it considers necessary, provided that Landlord will use reasonable efforts to minimize interference with Tenant's normal activities. Such actions of Landlord will not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant. Landlord reserves to itself the roof and exterior walls of the Building, subject to Tenant's signage rights hereunder, and further reserves the right, subject to Tenant's concurrent rights, to place, maintain, repair, and replace concealed utility lines, pipes, ducts, conduits, wires and tunneling and the like, in, over, under, upon and through the Premises as may be reasonably necessary or advisable for the servicing of the Premises, Building or Property in locations which will not unreasonably interfere with (i) Tenant's use and enjoyment of its Premises, (ii) Tenant's access to and ingress and egress from the Premises, (iii) the visibility of Tenant's signs, or (iv) the direct accessibility and availability of Tenant's parking.

ARTICLE II TERM AND RENEWAL OPTION

2.1 **Commencement.** The Term will begin on the Rent Commencement Date and will continue for the length of the Term, unless sooner terminated as provided in this Lease.

2.2 **Renewal Option.** This Lease may be extended for one (1) additional term of ten (10) years (the “Renewal Term”); provided, however, to extend the term, Tenant shall give written notice to Landlord at least one hundred eighty (180) days prior to the Expiration Date of Tenant's intent to exercise its Renewal Option (hereinafter, the Term and the Renewal Term, if the Renewal Option is exercised, will be collectively referred to as the “Term”).

ARTICLE III RENT

3.1 Base Rent.

(a) *Payment of Base Rent.* Tenant shall pay Base Rent to Landlord on a quarterly basis, by January 1st, April 1st, July 1st and October 1st, and the first quarter of Base Rent will be pro-rated based on the commencement date. All payments will be made in available U.S. funds, without prior demand and without abatement, deduction or offset, either by (i) wire transfer to Landlord's bank account (or to such other Person's bank account as Landlord from time to time may designate) or (ii) by check delivered to Landlord's Address (or to such other Person at such other address as Landlord may designate from time to time). All charges to be paid by Tenant hereunder, other than Base Rent, will be considered Additional Rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease will

mean both Base Rent and Additional Rent unless the context specifically or clearly indicates that only Base Rent is referenced.

Base Rent shall be calculated as set forth on Exhibit C and Schedule C-1, which is attached hereto and incorporated herein by reference. At least ten (10) days prior to the Rent Commencement Date, Landlord shall provide Tenant with an updated Exhibit C and Schedule C-1, bearing the actual costs, to date, and the actual Base Rent obligation of the Tenant. Within one hundred-eighty days of the Rent Commencement Date, Landlord shall provide a final Exhibit C and Schedule C-1, bearing all actual costs, which shall not be subject to any further update or revision. No later than ninety (90) days from receiving the final Exhibit C and Schedule C-1, Tenant shall pay to Landlord any shortfall between the final Exhibit C and Schedule C-1 and previously paid Base Rent. Thereafter, the Base Rent shall be based upon the final Exhibit C and Schedule C-1.

(b) *Renewal Rent.* If Tenant properly exercises its Renewal Option, the Base Rent for the Renewal Term will be \$1.00 per year. In addition to the Base Rent, Tenant shall be liable during the Additional Rent, as set forth herein, during the Renewal Term.

3.2 Additional Rent for Operating Expenses and Capital Costs.

(a) *Additional Rent.* Commencing upon the Rent Commencement Date, Tenant will pay to Landlord a quarterly payment of estimated Additional Rent, which will be reconciled annually in the first quarter of each calendar year for the prior year, in the manner set forth below. Additional Rent for the first year shall be based on an estimate provided by the Landlord to the Tenant.

(b) *Definitions.* As used herein, the following terms will have the following meanings:

(i) *Additional Rent.* Tenant's Share of Operating Expenses, plus the Capital Contribution set forth in this Section.

(ii) *Capital Contribution.* Tenant's Percentage of \$50,000.00, annually.

(iii) *Tenant's Share of Operating Expenses.* Tenant's share of Operating Expenses shall be calculated as Tenant's Percentage as defined above, of Operating Expenses, as defined below.

(iv) *Operating Expenses.* Operating expenses include all costs of the Property and the Building, including, the costs for the general maintenance and operation of the spaces in the Building used by the Tenant (the Premises, General Common Area, PSAP Limited Common Area, and COG-County Limited Common Area) and include, but are not limited to, maintenance and repair; cleaning and custodial; insurance as provided in this Lease; utilities, including, but not limited to electric, natural gas, water, sewer, stormwater, waste removal, telephones, and internet service (including any costs to the FairlawnGIG and any other broadband provider; taxes and assessments; pest control; snow plowing costs; lawn care and landscaping; and any other costs incurred by the Landlord necessary for the maintenance and operation of the Building and the Property, including the Premises, General Common Area, PSAP Limited Common Area and COG-County Limited Common Area (the "Operating Expenses").

Operating Expenses will not include leasing commissions, repair costs paid by insurance proceeds or by any tenant or third party, any depreciation of the Building, any debt services or costs related to the sale or financing of the Property (which are recovered as part of the Base Rent), tenant improvements provided by any tenant, any special services rendered to tenants (including Tenant) for which a separate charge is made, costs attributable to seeking and obtaining new tenants, retaining existing tenants, costs attributable to enforcing leases against tenants, improvements performed within a tenant's exclusive space, costs attributable to repairing items that are covered by warranties, and any costs separately and completely reimbursable to Landlord by tenants as a result of provisions contained in their specific leases.

(c) *Notification of Tenant's Share of Operating Expenses.* At least ten (10) days prior to the Rent Commencement Date, Landlord shall provide an estimate of Tenant's Share of Operating Expenses for the first year of the Term. Commencing with the Rent Commencement Date and continuing quarterly thereafter, by January 1st, April 1st, July 1st and October 1st, Tenant shall pay to Landlord one-fourth (1/4) of the estimate of Tenant's Share of Operating Expenses for the first year of the term. Within thirty (30) days after the conclusion of the first year of the Term, Landlord shall provide Tenant a statement of expenses reflecting the actual amount of Tenant's Share of Operating Expenses for the first year and, subject to any objections set forth herein, within ninety (90) days of delivery of the statement of Expenses, either Tenant shall pay any underpayment or Landlord shall reimburse any overpayment of Tenant's Share of Operating Expenses for the first year of the Term. Tenant and Landlord shall utilize this methodology for the estimation, payment, and reconciliation of Tenant's Share of Operating Expenses for each subsequent year of the Term.

Upon written notice to Landlord within ninety (90) days after the date Landlord delivers the Statement of Expenses to Tenant, and provided that Tenant is not then in default under this Lease, Tenant will have the right to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding calendar year. If Landlord does not receive such written notice from Tenant within such ninety (90) day period, then Tenant will have no right to review Landlord's books and records for the purpose of objecting to Tenant's Share of Operating Expenses with respect to the immediately preceding calendar year. If Landlord receives written notice from Tenant within such ninety (90) day period that Tenant desires to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding calendar year, then Tenant will have the right to review Landlord's books and records with respect to such Tenant's Share of Operating Expenses, provided that all information obtained by Tenant with respect to such review will be maintained on a confidential basis, only to the extent allowed by applicable public records laws and subject to any audit by any governmental authority that has the right to audit such records as part of a determination whether Tenant has appropriately expended public funds. All objections, if any, to Tenant's Share of Operating Expenses for the immediately preceding calendar year will be delivered to Landlord in writing and in reasonably sufficient detail, and must be received by Landlord within sixty (60) days after the date on which Tenant is first permitted to review such books and records, and any such objections not received by Landlord within such sixty (60) day period are hereby waived by Tenant.

If Landlord receives any objections by Tenant as permitted herein, then such objections will be deemed to be binding upon Landlord unless Landlord, within fifteen (15) days after receipt of such objections, delivers written notice to Tenant that Landlord disputes any or all such objections. If Landlord disputes any or all such objections, then Landlord and Tenant will endeavor in good faith to reconcile such dispute within twenty (20) days after delivery by Landlord of Landlord's notice to

Tenant disputing any or all such objections, and if Landlord and Tenant are unable to resolve such dispute, Landlord and Tenant will jointly select an independent accountant/third party, which will resolve such dispute within twenty (20) days after its selection, and such decision will be binding upon Landlord and Tenant. The fees of such accountant/third party will be paid equally by Landlord and Tenant. To the extent that it is determined herein that any sums are due and owing to Tenant, such amounts will be credited against Tenant's next due monthly installments of Tenant's Share of Operating Expenses or paid to Tenant if this Lease has expired, and if it is determined herein that Landlord has overcharged Tenant for Tenant's Share of Operating Expenses by more than five percent (5%), then Landlord will repay to Tenant the reasonable out of pocket costs incurred by Tenant in reviewing Landlord's books and records, which amount will be paid to Tenant by Landlord within thirty (30) days after receipt of reasonably satisfactory evidence of such out of pocket costs and payment thereof.

(d) *Permitted Contests.* Tenant, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, any applicable Legal Requirement which Tenant is required to comply pursuant to the terms herein, or the amount or validity or application, in whole or in part, of any Taxes and assessments which Tenant is obligated to pay pursuant to the terms herein, *provided* that:

(i) the commencement of such proceedings will suspend the enforcement or collection thereof against or from Landlord and against or from the Premises;

(ii) neither the Premises nor any rent therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, attached or lost;

(iii) if such contest be finally resolved against Tenant, Tenant will promptly pay the amount required to be paid, together with interest at the statutory rate. Landlord, at Tenant's expense, will execute and deliver to Tenant such authorizations and other documents as reasonably may be required in any such contest.

(iv) if such contest be finally resolved against Landlord, Landlord will promptly pay the amount required to be paid, together with interest at the then-current statutory rate. Tenant, at Landlord's expense, will execute and deliver to Landlord such authorizations and other documents as reasonably may be required in any such contest.

Tenant will not be in default hereunder in respect to the compliance with any applicable Legal Requirement which Tenant is obligated to comply pursuant to the terms herein, or the amount or validity or application, in whole or in part, of any Taxes and assessments which Tenant is obligated to pay pursuant to the terms herein, which Tenant is in good faith contesting pursuant to the terms of this paragraph. Landlord may, at Landlord's sole cost and expense, apply for any tax exemption or abatement with respect to the Premises allowed by the State of Ohio or any political or taxing subdivision thereof under any existing or future provision of law which grants or may grant any such tax exemption or abatement.

(e) **Capital Contribution.** The County shall maintain the Capital Contribution in a segregated account that shall serve as a capital reserve to finance capital repairs and improvements needed for the Property and the Building, and not for any other purpose. Subject to advance written agreement and approval of the same by Tenant, any costs for capital repairs and improvements that exceed the amount in the capital reserve shall be proportionately charged to the Tenant and the other tenants in the Building as follows: any capital repairs and improvements located solely within the Premises shall be included fully as Additional Rent to the Tenant, and any capital repairs or improvements within the premises of any other tenant in the building shall also be charged solely as additional rent to that tenant. Any capital repairs or improvements to the Building generally or within any of the common areas shall be allocated back to Tenant as Additional Rent based on Tenant's Percentage.

ARTICLE IV DELIVERY OF PREMISES AND IMPROVEMENTS TO PREMISES; LANDLORD TO PROVIDE FURNITURE, FIXTURES, EQUIPMENT AND TECHNOLOGY

4.1 **Delivery of Premises.** The Premises shall be delivered, and Tenant shall take possession of the same, upon the substantial completion of the Property Renovations and Improvements, as the same are defined in Section 4.2, below, and the substantial completion of the acquisition and installation of the Property FFE and Technology, as the same is defined in Section 4.3, below, excepting therefrom the completion of reasonable punch list items that do not generally impair the ability of Tenant to occupy the Premises.

4.2 **Property Renovations and Improvements.** The Landlord shall be responsible for the design and construction of all necessary renovations and improvements to the Property, Building and Premises, including, but not limited to all repairs and improvements to the building envelope and mechanical, electrical and plumbing systems, restrooms, common area space improvements, tenant improvements, security fencing and other security improvements, and parking lot improvements, necessary for the Premises to serve the Tenant's anticipated use, as set forth in this Lease, as well as the other anticipated uses of the Building by Landlord and other tenants, and a summary of all such renovations and improvements is attached hereto as Exhibit D ("Property Renovations and Improvements"). Landlord shall use all reasonable efforts to undertake and complete the Property Renovations and Improvements in a timely and workmanlike manner. It is anticipated that the timeframe for the Landlord to undertake and complete the Property Renovations and Improvements is approximately twenty-four (24) months, provided, however, that Landlord shall not be liable to Tenant for any reasonable delay in the same.

4.3 **Property FFE and Technology.** Other than as provided by Tenant pursuant to Section 5.2, below, Landlord shall identify and acquire all necessary furniture, fixtures and equipment, which shall also include any necessary information technology, data processing and dispatching equipment necessary for the Premises to serve the Tenant's anticipated use, as set forth in this Lease, as well as the other anticipated uses of the Building by Landlord and other tenants, and an itemization is attached hereto as Exhibit E ("Property FFE and Technology"). Landlord shall have no obligation to acquire any additional furniture, fixtures, equipment or technology beyond the items set forth on Exhibit E without the further agreement of Landlord and Tenant.

Landlord and Tenant expressly agree that the Property FFE and Technology shall remain the property of the Landlord during the Term of this Lease and the same is being leased by the Landlord to the Tenant pursuant to the terms of this Lease. Tenant shall not destroy or damage the Property FFE and Technology, reasonable wear and tear, excepted, and Tenant shall repair or replace any Property FFE

and Technology that it destroys or damages. Landlord shall have no obligation to replace or repair destroyed, damaged or worn out FFE and Technology other than in the General Common Areas of the Building.

The Base Rent set forth herein includes the rental amount for the lease of the Property FFE and Technology, and the Tenant shall owe no other separate rental amount for the same. Tenant agrees to utilize the Property FFE and Technology only in accordance with its anticipated use of the Premises and all common areas within the Building, as set forth in this Lease. Upon the sooner of the termination of the Lease, or the payment in full of the bonds issued by the County to purchase the Property FFE and Technology, Tenant shall have the right to purchase for the sum of \$1.00 the portion of the Property FFE and Technology used by Tenant in the Premises only, and Landlord shall retain ownership of all Property FFE and Technology in all common areas of the Building.

4.4 FairlawnGIG Service to Building. The Landlord shall solely bear the costs necessary to extend FairlawnGIG fiber and service to the Building, provided, however, that the connection fee for the same shall be included in the Property FFE and Technology costs. The Landlord shall also contract with an additional broadband service provider to provide redundant broadband service to the Building. The Landlord's costs to contract with the redundant broadband service provider shall be included in the Property FFE and Technology costs (the same is not currently included in Exhibit E). Additionally, the ongoing cost for service from the FairlawnGIG and the redundant broadband service provider shall be included in the Operating Expenses.

ARTICLE V ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1 Alterations.

(a) *Landlord's Consent.* Tenant will not make any alterations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises without first obtaining Landlord's written consent, which will not be unreasonably withheld. No consent given by Landlord will be deemed as a representation or warranty that such Alterations comply with all Legal Requirements. Tenant will pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations and any other costs that may be incurred by Landlord as a result of such Alterations.

(b) *Workmanship.* All Alterations will be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, and according to plans and specifications previously approved by Landlord. All work will be done in compliance with all Legal Requirements. Tenant will be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has consented to the Alterations, and will reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of Alterations, Tenant will provide Landlord with a complete set of "as-built" plans.

(c) *Mechanics and Other Liens.* Tenant will keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens, and will discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor will provide payment, performance and lien indemnity bonds required by Landlord, and Tenant will provide evidence of such insurance as Landlord may require, naming Landlord as an additional insured.

(d) *Removal of Alterations.* All Alterations affixed to the Premises will become part thereof and remain therein upon the expiration or earlier termination of this Lease. However, if Landlord gives Tenant notice, at least thirty (30) days before the expiration or earlier termination of the Lease, to remove any Alterations, Tenant will remove the Alterations, make any repair required by such removal, and restore the Premises to its original condition.

5.2 Tenant's Personal Property.

(a) *In General.* In addition to any Property FFE and Technology provided by Landlord as set forth in Section 4.3, above, Tenant may provide and install, and will maintain in good condition, all trade fixtures, personal property, equipment, furniture and moveable partitions required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises will remain Tenant's property ("Tenant's Property") and will be installed and maintained at Tenant's sole cost and expense. Landlord will not be liable for any damage to, or loss of, Tenant's Property. Upon the expiration of the Term of the Lease and vacation of the Premises, Tenant may remove any trade fixtures, personal property, equipment, furniture and moveable partitions, subject to the provisions of Paragraph 7.1(b) of this Lease, provided, however, that Tenant shall not remove any Property FFE and Technology that it has not otherwise purchased pursuant to the terms of this Lease.

ARTICLE VI LANDLORD'S COVENANTS

6.1 Services Provided by Landlord.

(a) *Services.* Landlord will be responsible for general management of the Property, Building and Premises, which shall include, but not be limited to custodial and cleaning, maintenance and repair, providing snow removal from parking lots and walkways, landscaping and lawn care services, and obtaining and overseeing all pest control within the Building and Premises. Landlord will provide reasonable additional Building, Property and/or Premises operation services, such as routine carpet cleaning, increased cleaning and sanitization of Premises and all common areas, upon reasonable advance request of Tenant at reasonable rates from time to time established by Landlord. Landlord will furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable temperature and ventilation for occupants of the Premises under normal business operation.

(b) *Utilities.* All utilities will be managed and initially paid by Landlord, and the costs for the same included as Operating Expenses and recovered as Additional Rent.

(c) *Graphics and Signs.* Tenant may place signs, notices and graphics necessary to conduct its business within the Premises, including, but limited to, office numbering/name placards, work-related notices, charitable campaign information, and general and customary business-related signage. Tenant may place general directional, safety and location signs, notices, graphics and decorations within any of the common areas to which Tenant has the right of use, if Landlord consents to the installation of the same and all costs and expenses associated (including installation and permits) will be borne by Tenant. Landlord will, at Tenant's expense, maintain any approved signage, notices, graphics and decorations within the all common areas and Tenant shall be responsible for the maintenance of any signs, notices, graphics or decorations within the Premises at its expense. All signage, notices, graphics and decorations of any kind placed within any of the common areas will be and remain the property of Landlord. When Tenant vacates the Premises, Tenant will have no further rights with respect to such items within the

common areas and Landlord may, at its option, remove or alter the signage, notices, graphics and decorations and all costs and expenses associated therewith (including damage to the Building or Premises) will be borne by Tenant. All signage, notices, graphics or decorations within the Premises shall be and remain the property of the Tenant, and upon vacation of the Premises, such items shall be treated as Tenant's Property under the terms of this Lease.

(d) *Right to Cease Providing Services.* In case of Force Majeure or in connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted by Landlord herein, Landlord may reduce or suspend service of the Building's utilities, facilities or supplies, provided that Landlord will use reasonable diligence to restore such services, facilities or supplies as soon as possible. No such reduction or suspension will constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises.

(e) *In-Premises Services.* Landlord shall provide, during normal business operation, the same property management services as set forth in Section (a) of this Section to the Premises. Tenant shall notify Landlord promptly of any issues or needs relating to the same so as to preserve the Building and prevent any damage or injury to person or property.

(f) *Access Controls and Security.* Landlord shall maintain within the Building, including the Premises and all common areas, a reasonably adequate door access control and electronic surveillance security system and shall provide reasonable access to the same to Tenant at all times.

6.2 Building Repairs and Maintenance. Landlord will provide general custodial and maintenance services to clean, repair and maintain the:

- (a) Premises and all common areas within the Building;
- (b) structural portions of the Building;
- (c) exterior walls of the Building (excluding exterior windows and glazing);
- (d) roof; and
- (e) basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems serving the Premises, in the manner and to the extent customarily provided by landlords in similar buildings in the area.

6.3 Quiet Enjoyment. Upon Tenant's paying the rent and performing its other obligations, Landlord will permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.

6.4 Fire and Extended Coverage Insurance. Landlord will cause to be kept insured, for the mutual benefit of Landlord and Tenant, the Property, including the Building and the Premises, Landlord's Work, and approved Alterations, if any, against loss or damage by fire and such other risks as are now or hereafter loss-special form (all risk, extended coverage) and in addition, ordinance or law coverage, boiler and machinery coverage (if applicable) and terrorism coverage if not included in such all-risk policy ("Casualty Insurance"). Such insurance will be written on a replacement cost basis with an agreed value equal to the greater of (i) the full insurable replacement value of the Building or (ii) the

amount of the outstanding debt owed for the Property. The policy will name Landlord as insured and loss payee. Not more frequently than every three (3) years, if in the reasonable opinion of the Landlord the amount of the Casualty Insurance is found to be inadequate, the Landlord will increase the insurance amount. If Landlord requires, but not more than once every three (3) years, an appraisal to be performed for purposes of determining the sufficiency of insurance coverage, Landlord will pay the cost of the same. Such extended coverage will specifically provide rental interruption coverage in the manner and amount set forth in Paragraph 9.1. Landlord will not carry any insurance on Tenant's Property, and will not be obligated to repair or replace any of Tenant's Property.

6.5 **Landlord's Liability Insurance.** During the Term of the Lease, Landlord shall obtain and maintain comprehensive liability insurance, including personal injury and contractual liability broad form property damage, completed operations, products liability, and fire damage not less than \$2,000,000 single limit for bodily injury, personal injury, and property damage with respect to the Property.

6.6 **Parking.** Landlord shall provide parking facilities for Tenant, provided, however, that no employee of the Tenant shall have designated parking spaces.

ARTICLE VII TENANT'S COVENANTS

7.1 Repairs, Maintenance and Surrender.

- (a) *Repairs and Maintenance.* Tenant will use reasonable care to preserve the Premises and will promptly notify Landlord of any issues and needs relating to the repair, maintenance, or preservation of the Property. Landlord will maintain, repair, and clean the non-structural portions of the interior of the Premises in good repair and condition, and, following receipt of notice thereof from Tenant, will promptly repair any damage to the Premises including glass or interior walls, damaged by causes reasonably beyond Tenant's control and ordinary wear and tear excepted. All repairs will be made in a workmanlike manner and any replacements or substitutions will be of a quality, utility, value and condition similar to or better than the replaced or substituted item.
- (b) *Surrender.* At the end of the Term, in the event the Tenant has not exercised its rights under Article X of this Lease, or exercised its option to renew this Lease, Tenant will peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear, and Tenant will remove Tenant's Property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed will be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord will determine. Tenant will be responsible for costs and expenses incurred by Landlord in removing any Alterations and disposing of any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to their original condition.

7.2 Use.

- (a) *General Use.* Tenant will use the Premises only for a PSAP and such any ancillary and related purposes, and will not use or permit the Premises to be used in violation of any law or ordinance

or of any certificate of occupancy issued for the Building or the Premises, or of the Rules and Regulations. Tenant will not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall use reasonable and prudent care in its use of the Property so as to prevent damage or harm to the Property and/or individuals using the Property. All property kept stored or maintained on the Premises will be at the sole risk of the Tenant.

(b) *Obstructions and Exterior Displays.* Tenant will not obstruct any of the common areas or any portion of the Property outside the Premises, and will not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, that may be visible from outside the Premises.

(d) *Compliance with Insurance Policies.* Tenant will not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in a material increase in the premiums thereunder.

7.3 **Assignment; Sublease.** Tenant will not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior written consent. In the event that Landlord grants consent or Tenant is otherwise permitted to sublet the Premises, Tenant will remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease.

7.4 **Tenant's Insurance.** Tenant will, at its sole expense, maintain in responsible companies qualified to do business and in good standing in Ohio, and otherwise acceptable to Landlord, the following insurance, or shall maintain a self-insured program covering each of the items below:

(a) commercial general liability insurance against any and all claims as are customarily covered under a standard policy form routinely accepted by institutional owners of properties similar to the Premises, for bodily injury, death and property damage occurring in or about the Premises and on adjoining streets and sidewalks. Such insurance will have a combined single limit of not less than \$2,000,000 per occurrence. Such liability insurance will be primary and not contributing to any insurance available to Landlord and Landlord's insurance, if any, will be in excess thereto. In no event will the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

(b) workers' compensation insurance with statutory limits covering all of Tenant's employees working in the Premises; and

(c) property insurance insuring Tenant's Property for the full replacement value of such items.

If not self-insured, Tenant will deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to Landlord. The policies required to be maintained by Tenant will be with companies having a general policy rating of A- or better and a financial class of VIII or better by A.M. Best Company, Inc. Insurers will be licensed to do business in Ohio and domiciled in the USA. Tenant will have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, *provided* such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance will provide notification to

Landlord at least thirty (30) days prior to any non-renewal, cancellation or modification to reduce the insurance coverage.

7.5 Payment of Taxes and Assessments. If at any time during the Term, any political subdivision of the state in which the Property is located, or any other governmental authority, levies or assesses against Landlord a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits in substitution for or as a supplement to a tax levied against the Property, Building or Landlord's personal property, then Tenant will pay to Landlord as Additional Rent the same based on Tenant's Percentage of said tax or excise.

7.6 Americans with Disabilities Act. Tenant will comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA for all Alterations and the activities conducted by Tenant within the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA will be done in accordance with this Lease; provided, that Landlord's consent to such Alterations will not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA.

ARTICLE VIII DEFAULT

8.1 Default. The occurrence of any one or more of the following events will constitute a default hereunder by Tenant:

(a) The failure by Tenant to make any payment of Rent, as and when due, where such failure will continue for a period of twenty (20) business days after written notice thereof from Landlord to Tenant;

(b) The failure by Tenant or Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant or Landlord, other than as specified in clause (a) above, where such failure will continue for a period of more than thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of Tenant or Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant or Landlord commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than sixty (60) days from the date of such notice from the other party;

(c) The failure by Tenant of all or any portion of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code (or any similar petition under any insolvency law of any jurisdiction) if such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor; or

8.2 Remedies of Landlord and Calculation of Damages.

(a) *Remedies.* In the event of any default by Tenant, whether or not the Term will have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies:

(i) Terminate the Lease and upon 90-day notice to Tenant of termination of the Lease all rights of Tenant hereunder will thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant will then quit and surrender the Premises to Landlord and Landlord will have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease will relieve Tenant of its liability and obligations under the Lease.

(ii) Re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate the Lease Term unless a notice of such termination is given to Tenant pursuant to clause (i) above or unless such termination is decreed by a court of competent jurisdiction.

(iii) Enter the Premises and Cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, will be considered Additional Rent under this Lease and will be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

(b) *Special Remedy.*

(i) As used in this Section, the following capitalized terms shall have the following meanings:

(a) "First-Half Tax Distribution" shall mean the distribution of funds to the Tenant on the First-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(b) "First-Half Tax Distribution Date" shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(c) “First-Half Tax Settlement Date” shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(A) of the Ohio Revised Code, as amended from time to time.

(d) “Interest Rate for Advances” shall mean an interest rate equal to 4%.

(e) “Second-Half Distribution” shall mean the distribution of funds to the Tenant on the Second-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(f) “Second-Half Tax Distribution Date” shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(g) “Second-Half Tax Settlement Date” shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(C) of the Ohio Revised Code, as amended from time to time.

(ii) If the event of default is a failure of the Tenant to make any payment due to the Landlord when due, the Landlord shall first make a reasonable attempt, in good faith, to collect the delinquent sums from the Tenant in a cooperative manner. In the event the Tenant and Landlord fail to resolve the matter, the Landlord, through its Fiscal Officer shall be authorized to take the following actions, in addition to any other remedies afforded herein:

(a) If the Tenant fails to make a payment to the Landlord in full on or before the date due, and that failure to pay continues beyond the time to cure the default, regardless of the reason, then the Landlord may direct its Fiscal Officer to withhold, from the Tenant’s First-Half Tax Distribution occurring on the next succeeding First-Half Tax Distribution Date, an amount equal to the then unpaid sums plus interest accrued to the First-Half Tax Distribution Date on such unpaid portion at the Interest Rate for Advances, and to pay such amount to the Landlord; and

(b) In the event that the funds distributed from the Tenant’s First-Half Tax Distribution in any given year are insufficient to reimburse the Landlord for any unpaid sums, the Landlord may direct its Fiscal Officer to withhold from the Tenant’s Second-Half Distribution occurring on the next succeeding Second-Half Tax Distribution Date an amount equal to the unpaid sums, plus accrued interest as set forth above. Thereafter, the right to withhold funds from either the Tenant’s First-Half Tax Distribution or Second-Half Tax Distribution shall be ongoing in subsequent years until all sums are paid in full.

In the event the Tenant pays in full any previously unpaid sums prior to the Tenant’s First-Half Tax Distribution or Second-Half Tax Distribution, such

payment shall satisfy the Tenant's obligation to pay said sums and the Landlord's Fiscal Officer shall not proceed to withhold funds pursuant to this Section.

Tenant hereby covenants and agrees that it shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the Landlord or its Fiscal Officer to withhold delinquent sums from the Tenant's First Half Tax Distribution or its Second Half Tax Distribution as provided above in this Section, and the Tenant hereby forever irrevocably waive any right it may have to make such contest, provided, however, that nothing contained herein shall be a waiver of the Tenant's right to, in good faith, dispute the amount of sums owed under this Lease or the manner in which those sums are calculated, distributed or allocated to the Tenant, and the Tenant shall have the right to seek relief in law or in equity from its obligation to pay the disputed amount including but not limited to the right to seek a temporary restraining order or preliminary injunction preventing the Landlord from exercising its rights under this Section to collect the disputed amount while legal action is pending.

(iii) All of the obligations of the Tenant to pay Base Rent, Additional Rent and any other sums due under this Lease are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Tenant within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus. In the event of an occurrence of an event of default pursuant to this Section, the Landlord shall have the right to constitute an appropriate mandamus action to compel action in compliance with this Lease.

(c) *Calculation of Damages.* Tenant, until the end of the Term, or what would have been such Term in the absence of any such event, will be liable to Landlord, as damages for Tenant's default, for the amount of Rent that would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds of reletting the Premises actually collected by Landlord after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, Operating Expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant will pay such damages to Landlord monthly on the days on which the Rent would have been payable as if this Lease were still in effect, and Landlord will be entitled to recover from Tenant such damages monthly as the same will arise.

(d) *Reletting.* At any time or from time to time after a re-entry, repossession or removal, whether or not the Lease Term shall have been terminated, Landlord may (but shall be under no obligation to) relet the Premises for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such

uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting. Landlord shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. Whether or not the Lease is terminated, Landlord will in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting. Any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Paragraph.

(e) *No Limitations.* Nothing contained in this Lease will limit or prejudice the right of Landlord to obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. No termination of the Lease Term, by operation of law or otherwise, and no re-entry, repossession or removal, and no reletting of the Premises, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination, re-entry, repossession, removal or reletting; provided, however, that as provided in subparagraph (c) above, any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Paragraph.

(f) *Cumulative Remedies.* Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

ARTICLE IX CASUALTY AND EMINENT DOMAIN

9.1 Casualty.

(a)

(a) *Casualty in General.* If, during the Term, the Premises or the Building are wholly or partially damaged or destroyed by fire, flood or other casualty, and the casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, the parties agree to work together to formulate a plan describing the agreed upon scope and cost (the "Casualty Abatement Plan") within thirty (30) days of the casualty to return the Premises to its pre-casualty condition (the "Necessary Repairs"), following which, Landlord will proceed to make the Necessary Repairs pursuant to the approved Casualty Abatement Plan, once the insurance proceeds are received.

(i) *Minor Casualty.* If, during the Term, the Premises or the Building are partially damaged or destroyed by fire, flood, or other casualty, Landlord shall proceed to make the Necessary Repairs as set forth in the approved Casualty Abatement Plan. The Lease will remain in full force and effect, and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible. Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not make the Necessary Repairs pursuant to the approved Casualty Abatement Plan within one hundred eighty (180) days of the casualty, Tenant will

not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to, (i) pay any Rent due into a segregated account held by the City, which shall be documented to the County on a quarterly basis on the rental payments set forth above, and such escrowed Rent shall be released to the County in full upon the substantial completion of the Necessary Repairs, and (ii) assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch. If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining. If Tenant assumes control of the performance of the Necessary Repairs and Tenant incurs costs in the performance of the Necessary Repairs in excess of the funds received from Landlord, and such excess costs were not caused or reasonably avoidable by Tenant, or Tenant's deviation from the approved Casualty Abatement Plan, Tenant shall be entitled to reimbursement from Landlord for such excess costs incurred within ninety (90) days of Tenant's submission of written evidence of such expenses satisfactory to Landlord. Notwithstanding anything to the contrary, under no circumstance shall Tenant be entitled to reimbursement from Landlord for any excess costs incurred under this subparagraph related, in any way, to Tenant's loss of business, and/or consequential or incidental damages related to the type of casualty, and/or Tenant's assumption of control of the performance of the Necessary Repairs, contemplated herein.

(ii) *Minor Casualty requiring greater than 180 days to repair.* If, during the Term, the Premises or the Building are partially damaged or destroyed by fire, flood, or other casualty, Landlord will proceed to make the Necessary Repairs pursuant to the approved Casualty Abatement Plan, and the Lease will remain in full force and effect and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible. However, if both Landlord and Tenant determine in good faith that the Necessary Repairs will require greater than one hundred eighty (180) days from the date of the casualty to complete, the parties will meet within thirty (30) days of the date of casualty to try to reach an agreement for the duration of time necessary to complete the Necessary Repairs, not to exceed eighteen (18) months from the date of the casualty. If the parties cannot reach an agreement within ten (10) days of such meeting, duration for the completion of the Necessary Repairs will be determined by a board of three (3) reputable local general contractors. The general contractors will each have at least ten (10) years of commercial construction experience with building similar to the Building. One general contractor will be appointed and paid by Landlord, a second general contractor will be appointed and paid by Tenant and the third general contractor will be selected by the first two general contractors and his/her fee will be split equally between Landlord and Tenant.

If the determination of any two or all three of the general contractor will be identical in duration, said duration will be deemed to be the duration for the completion of the

Necessary Repairs from the date of such determination. If the determinations of all three general contractors will be different in amount, the greatest duration will be averaged with the middle duration (said average being hereinafter referred to as "Sum A"), the shortest duration will be averaged with the middle (said average being hereinafter referred to as "Sum B"), and the duration for the completion of the Necessary Repairs from the date of such determination will be determined as follows:

(A) If neither Sum A or Sum B differs from the middle by more than five percent (5%) of such middle, then the duration for the completion of the Necessary Repairs from the date of such determination will be the average of the three durations; or

(B) If either Sum A or Sum B (but not both of said sums) differ from the middle by more than five percent (5%) of such middle duration, then duration for the completion of the Necessary Repairs from the date of such determination will be deemed to be the average of the middle duration and the duration closest in amount to said middle duration; or

(C) If both Sum A and Sum B differ from the middle duration by more than five percent (5%) of such middle duration, duration for the completion of the Necessary Repairs from the date of such determination will be the average of Sum A and Sum B.

Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan within such duration, Tenant will not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to (i) pay any Rent due into a segregated account held by the City, which shall be documented to the County on a quarterly basis on the rental payments set forth above, and such escrowed Rent shall be released to the County in full upon the substantial completion of the Necessary Repairs, and (ii) to assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch, and seek reimbursement for any excess costs permitted by and in the same fashion as subparagraph (b)(i).

If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord, and, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining.

(iii) *Total Casualty.* If, during the Term, the Premises or the Building are fully damaged or destroyed by fire, flood, or other casualty, Landlord will present to Tenant, within 30 days of the date of casualty, Landlord's written proposal to reconstruct the Building and/or Premises. If the Landlord cannot certify, in writing, that it will complete the

reconstruction of the Building and/or Premises within 24 months of the date of casualty, Tenant shall have the right to terminate the Lease within 30 days of such determination, and, provided Tenant is current on all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease). If Tenant does not within such 30-day period exercise its right to terminate the Lease, the Lease will remain in full force and effect, and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible and Landlord will proceed to make the Necessary Repairs.

(b) *Total Casualty within final three (3) years of Term.* If the Premises or the Building is wholly damaged or destroyed within the final three (3) years of the Term of this Lease, or during the Renewal Term, either Landlord or Tenant may elect to terminate this Lease. In the event of a termination, provided Tenant is current on all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease).

(c) *Minor Casualty within final three (3) years of Term.* Notwithstanding anything to the contrary contained in this Paragraph 9.1, if the Premises or the Building is partially damaged or destroyed within the final three (3) years of the Term of this Lease, or during the Renewal Term, and Landlord elects not to repair such casualty, either Landlord or Tenant may elect to terminate this Lease. In the event of a termination, provided Tenant is current on all Rent and other charges due under the terms of this Lease, Tenant shall have no further payment obligations to Landlord under this Lease (except those Lease obligations which by their express terms survive the termination of the Lease). If Landlord elects to repair such a casualty occurring within the final three (3) years of the Term of this Lease, the provisions of Article 9.1(b)(i) and (ii) shall control.

(e) *Improvements and Alterations.* As part of the Necessary Repairs after a casualty, Landlord will cause Landlord's Work and any Alterations which Landlord has approved, to be repaired and restored. Landlord will have no responsibility for any personal property placed or kept in or on the Premises or the Building by Tenant or Tenant's agents, employees, invitees or contractors and Landlord will not be required to repair any damage to, or make any repairs to or replacements of, such personal property.

(f) *Exclusive Remedy.* This Paragraph 9.1 will be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim will be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

(g) *Waiver of Subrogation.* Landlord and Tenant will cause any insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

ARTICLE X OPTION TO CONDOMINIUMIZE BUILDING

10.1 Generally.

(a) Except as limited in this Section, Tenant may, at any time during the Term of this Lease, including any Renewal Term, or upon termination of this Lease, elect to require the Landlord to condominiumize the Building and to sell the Premises to Tenant. In such event, the purchase price shall be the price set forth in the certain Cooperative Agreement by and between the Landlord, City of Akron, City of Cuyahoga Falls, City of Fairlawn, City of Stow and City of Tallmadge dated _____, 20____. In no event may the Tenant exercise its option to condominiumize the Building prior to the call date for redemption of the bonds issued by the Landlord to finance the costs to the Property Renovations and Improvements and Property FFE and Technology.

If such option is exercised, the condominium declaration, bylaws and other documents will create a separate parcel for the Premises, and a separate parcel for all other space in the Building other than the common areas. The condominium declaration, bylaws and other documents will provide for the costs of the operation of the common areas to continue to be borne and paid consistent with the methodology in this Lease. Furthermore, the condominium declaration, bylaws and other documents shall be structured in such a way to ensure that Tenant continues to pay the same portion of Operating Expenses and capital reserve contributions as required in this Lease.

The parties acknowledge and agree that the Tenant's rights under this Article X shall not be infringed in any way. As such, the provisions of this Article X supersede any contrary provisions of this Lease.

ARTICLE XI GENERAL

11.1 Representations and Warranties. Landlord and Tenant represent and warrant to each other that:

- (a) the execution and delivery of this Lease has been duly authorized;
- (b) this Lease is binding upon Landlord and Tenant in accordance with its terms;
- (c) the execution, delivery and performance by Landlord and Tenant of this Lease will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any lien in respect of any property under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or other material agreement or instrument to which Landlord or Tenant is bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority binding on Landlord or Tenant or (iii) violate any provision of any statute or other rule or regulation of any governmental authority of or applicable to Landlord or Tenant;

(d) excluding the approval of the parties' respective Councils, no consent, approval or authorization of, or registration, filing or declaration with, any governmental authority is required in connection with the execution, delivery or performance by Landlord or Tenant of this Lease, except for such as have been adopted by the appropriate governmental authority and are in full force and effect; and

11.2 **Notices.** Any notice required or permitted hereunder will be in writing. Notices will be addressed to Landlord at Landlord's Address and to Tenant at Tenant's Addresses with copies to the following addresses:

As to the Landlord:
County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: County Executive

With a copy to:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Director of Law

As to the Tenant:

City of Akron, Ohio
166 S. High Street
Suite 200
Akron, Ohio 44308
Attn: Daniel Horrigan, Mayor

With a copy to:

City of Akron, Ohio
161 S. High Street
Suite 202
Akron, Ohio 44308
Attn: Director of Law

Any communication so addressed will be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one-day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

11.3 No Waiver or Oral Modification. No provision of this Lease will be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, will be construed as a consent to any other act or waiver of any other breach or default.

11.4 Severability. If any provision of this Lease, or the application thereof in any circumstances, will to any extent be invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each provision hereof will be valid and enforceable to the fullest extent permitted by law.

11.5 Waiver of Liability. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party will notify its insurers that the foregoing waiver is contained in this Lease.

11.6 Execution, Amendment and Modification. This Lease will not be binding and enforceable until duly authorized by both Summit County Council and Akron City Council, executed by authorized representatives of Landlord and Tenant. This Lease may not be modified or amended, unless such modification or amendment is in writing and signed by both parties.

11.7 Successors and Assigns. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.8 Applicable Law and Lease Interpretation. This Lease will be construed, governed and enforced according to the laws of the State of Ohio. In construing this Lease, paragraph headings are for convenience only and will be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease will be construed according to the fair meaning of its terms, and not against either party.

11.9 Holdover. If Tenant does not exercise its rights under Article X of this Lease, and holds over in occupancy of the Premises after the expiration of the Term, Tenant will, at the election of Landlord, become a tenant at sufferance only on a month-to-month basis subject to the terms and conditions herein specified, so far as applicable, except that Tenant's Base Rent during the holdover period will be equal to twice the Base Rent for the then current term, increased by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) between the Rent Commencement Date and the last month of the Term. Tenant will also be obligated to pay: (i) Tenant's Share of Operating Expenses then in effect, and (ii) all damages sustained by Landlord on account of such holdover tenancy.

11.10 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("Force Majeure"), the performance of such act will be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations will in no event constitute Force Majeure. Nothing in this Paragraph will excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

11.11 Lease not to be Recorded. This Lease will not be recorded.

11.12 Further Assurances. Tenant will, at its own expense, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, transfers and assurances as Landlord may reasonably request in order to protect the right, title and interest of Landlord hereunder.

11.13 Survival. All warranties, representations and covenants made by Tenant or Landlord herein or in any certificate or other instrument delivered by either party to the other under this Lease will be considered to have been relied upon by such other party and will survive the consummation of the transactions contemplated hereby on the date hereof, regardless of any investigation made by such other party or on behalf of such other party.

11.14 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the parties contained in this Lease shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of any party to this lease or their respective Legislative Authorities, in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Lease shall be liable personally on this Lease or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the parties to this lease.

11.15 Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, which includes the cover sheet, the foregoing Standard Provisions, Additional Provisions, if any, and Exhibits attached to this Lease, with the intent that each of the parties will be legally bound thereby and that this Lease will become effective as of the Effective Date.

TENANT:

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Date: _____

Approved as to form and correctness:

Deborah Matz, Director
Department of Law and Risk Management

CITY OF AKRON, OHIO

By: _____
Daniel Horrigan, Mayor

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me the ____ day of _____, 2021, by Ilene Shapiro, Executive of the County of Summit, Ohio, on behalf of the County of Summit, Ohio.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me the ____ day of _____, 2021, by Daniel Horrigan, Mayor of the City of Akron, Ohio, on behalf of the City of Akron, Ohio.

Notary Public

**FISCAL OFFICER'S CERTIFICATE
COUNTY OF SUMMIT, OHIO**

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 20____ under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: _____, 20____

**FISCAL OFFICER'S CERTIFICATE
CITY OF AKRON, OHIO**

The undersigned, Finance Director of the City of Akron, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 20____ under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Akron, Ohio

Dated: _____, 20____

PART III EXHIBITS

EXHIBIT A
DEPICTION/LAYOUT OF THE BUILDING, PREMISES AND COMMON AREAS

See attached.

EXHIBIT B
JOINT USE AGREEMENT

See attached.

EXHIBIT C
CALCULATION OF BASE RENT

The Base Rent each year shall be based on the Landlord's actual annual debt service related to the following costs:

- a. The Landlord's costs to acquire the Property and Building, which shall be \$135,000.00 annually for the first ten (10) years of the Term of the Lease.
- b. The Landlord's costs to design and construction the Property Renovations and Improvements.
- c. The Landlord's costs to acquire and install the Property FFE and Technology.
- d. The Landlord's costs to manage the design and construction of the Property Renovations and Improvements and the acquisition and installation of the Property FFE and Technology.
- e. Any other costs specifically identified in a certain Cooperative Agreement by and between the County, City of Akron, City of Cuyahoga Falls, City of Fairlawn, City of Stow and City of Tallmadge dated _____, 20__ that are initially born by the Landlord and subject to recovery by the Landlord.
- f. The Landlord's issuance and administration costs related to the bonds issued to finance the costs set forth in Section 3.8(b) to (e), above.

The Base Rent shall be Tenant's Percentage - 37.21% - of the annual debt service for the costs in items (a), (b), (d), (e) and (f), above;

PLUS

A proportionate share of the portion of the annual debt service used to finance the costs in item (c), above, equal to the amount of the actual costs of the Property FFE and Technology in item (c), above, to be used by the Tenant, divided by the total cost of the Property FFE and Technology in item (c), above, being installed in the Building.

An estimate of the Base Rent, is attached to this Exhibit C as Schedule C-1 to demonstrate both the estimated costs at the time of the execution of this Lease, as well as the methodology of calculating the Base Rent.

SCHEDULE C-1
ESTIMATION AND CALCULATION OF BASE RENT

See attached.

EXHIBIT D
PROPERTY RENOVATIONS AND IMPROVEMENTS

See attached.

EXHIBIT E
PROPERTY FFE AND TECHNOLOGY

See attached.

Exhibit I
Form of COG Member Guaranty Agreement

See attached.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty Agreement") is made as of _____, 20____, by and among the **COUNTY OF SUMMIT, OHIO**, a county and political subdivision organized and validly existing under the laws of the State of Ohio and its Charter (the "County"), and the **CITY OF _____, OHIO**, a municipal corporation duly organized and validly existing under the laws of the State of Ohio and its Charter (the "City"). Capitalized words and terms not otherwise defined herein shall have the meanings assigned to them in the Cooperative Agreement dated as of _____, 20____ (the "Cooperative Agreement") to which the County and City, among other cities, are parties.

RECITALS:

A. Pursuant to the Cooperative Agreement, the City and County, together with the Cities of _____, _____ and _____, have undertaken to establish the COG (of which the City of Akron shall not be a member) and to further undertake the Joint PSAP Project, which includes, but is not limited to, the Joint PSAP Project Renovations and Improvements to convert the Joint PSAP Site and Joint PSAP Building into a facility for use by the COG for its COG PSAP operations, the City of Akron for the Akron PSAP operations, and the County for its SCA8RRS operations, and to further equip the same with the Joint PSAP Project FFE and Technology; and

B. Pursuant to the Cooperative Agreement, the County has agreed to initially pay and issue bonds to finance all of the costs of the Joint PSAP Project, and to subsequently seek recovery of the same from the COG and City of Akron, other than the County's proportionate share for the operation of the SCA8RRS in the Joint PSAP Building; and

C. In order for the County to recover a portion of its costs in undertaking the Joint PSAP Project, and the operating expenses and future capital costs of the Joint PSAP Site and Joint PSAP Building, the COG has entered into the COG Lease with the County for the lease of space within the Joint PSAP Building, with the base rent under the COG Lease being calculated as the COG's pro-rata portion of the annual debt service for the Joint PSAP Project Renovations and Improvements, pro-rata portion of the County's annual costs for the acquisition of the Joint PSAP Facility, and the annual debt service on the COG's actual portion of the Joint PSAP Project FFE and Technology, and the additional rent under the COG Lease being the COG's pro-rata portion of the operating expenses and capital reserve; and

D. In order to induce the County to undertake the Joint PSAP Project, to manage the same, to incur the initial costs of the same, and to issue bonds to finance those costs, the City and all other members of the COG under the Cooperative Agreement have agreed to enter into this Guaranty Agreement whereby the City will agree to guaranty a proportion of the COG's obligations to pay base rent, additional rent and any other costs under the COG Lease to the County in the event that the COG fails or refuses to pay all or any portion of the same to the County during the term of the COG Lease.

E. The County and the City each have full right and lawful authority to enter into this Guaranty Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the covenants contained herein and the recitals herein expressed and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, each party hereby agrees as follows:

1. Definitions. In addition to the meanings prescribed to the capitalized words and terms used herein as set forth in the Cooperative Agreement or elsewhere in this Guaranty Agreement, the following words and terms shall have the following meanings:

(i) "First-Half Tax Distribution" shall mean the distribution of funds to the City on the First-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(ii) "First-Half Tax Distribution Date" shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(iii) "First-Half Tax Settlement Date" shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(A) of the Ohio Revised Code, as amended from time to time.

(iv) "Interest Rate for Advances" shall mean an interest rate equal to 4%.

(v) "Second-Half Distribution" shall mean the distribution of funds to the City on the Second-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

(vi) "Second-Half Tax Distribution Date" shall mean the date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

(vii) "Second-Half Tax Settlement Date" shall mean the date of settlement of real property taxes and assessments pursuant to Section 321.24(C) of the Ohio Revised Code, as amended from time to time.

2. Representations and Warranties of County. The County represents and warrants that it is a county and political subdivision duly organized and existing under the laws of the State and its Charter. It has the power under the laws and its Charter to enter into this Guaranty Agreement. It has been authorized to enter into this Guaranty Agreement by all necessary and proper action of its Legislative Authority. The execution and delivery by it of this Guaranty Agreement and the performance of its obligations under this Guaranty Agreement do not

contravene or constitute a default under any agreement, indenture, commitment, provision of its Charter or other requirement of law to which it is a party or by which it is bound. Furthermore, the County warrants and represents that this Guaranty Agreement is in furtherance of the public purposes of the County and will benefit the residents of the County.

3. Representations and Warranties of City. The City represents and warrants that it is a municipal corporation duly organized and existing under the laws of the State and its Charter. It has the power under the laws and its Charter to enter into this Guaranty Agreement. It has been authorized to enter into this Guaranty Agreement by all necessary and proper action of its Legislative Authority. The execution and delivery by it of this Guaranty Agreement and the performance of its obligations under this Guaranty Agreement do not contravene or constitute a default under any agreement, indenture, commitment, provision of its Charter or other requirement of law to which it is a party or by which it is bound. The City further represents that that this Guaranty Agreement is in furtherance of the public purposes of the City and the assumption by the City of its obligations under this Guaranty Agreement will benefit the residents of the City. Additionally, the City warrants and represents that it has authorized, executed and delivered this Guaranty Agreement as an inducement to the County to undertake the Joint PSAP Project and initially pay and issue bonds to finance the costs of the same.

4. Guaranty. The City guarantees the full and prompt payment to the County when due of its proportionate share of any base rent, additional rent or any other costs owed by the COG to the County pursuant to the COG Lease (collectively, the "COG Lease Costs") during the term of the COG Lease. The City's proportionate share of the COG Lease Costs owed by the COG to the County pursuant to the COG Lease shall be _____% of the COG Lease Costs (the "City's Proportionate Share"), and the City's obligation to pay the same arises when such COG Lease Costs become due and payable under the COG Lease. Notwithstanding anything in this Guaranty Agreement to contrary, the term of the guarantee provided by the City to the County hereunder shall expire upon the expiration of the term of the COG Lease. The maximum liability of the City under this Guaranty Agreement may not exceed an amount equal to the City's Proportionate Share of the COG Lease Costs not paid when due by the COG to the County under the County Lease. The City shall not be responsible for any payment of the COG Lease Costs beyond the City's Proportionate Share, including, but not limited to, any guaranty payments owed to the County by any other member of the COG. This Guaranty shall specifically survive any termination of the City's membership in the COG, and City shall remain liable for the City's Proportionate Share of all COG Lease Costs through the expiration of the term of the COG Lease regardless of whether City remains a member of the COG.

5. Default in Payment by COG under COG Lease; Notice by County of COG Lease Default; Default Under Guaranty Agreement. Upon the occurrence of a default in payment of any COG Lease Costs by the COG to the County, as the same is defined in the COG Lease, the County shall provide written notice to the City at the Notice Address provided in the Cooperative Agreement of such default. Said notice shall set forth the COG Lease Costs that are then due and unpaid, as well as the City's Proportionate Share of the COG Lease Costs. Within thirty (30) days of receipt of said written notice, the City shall pay to the County the City's Proportionate Share of the COG Lease Costs. The failure of the City to pay its Proportionate Share of the COG Lease Costs within thirty (30) days of receipt of said written notice of default from the County shall

constitute a default by the City of this Guaranty Agreement, and the County may pursue its remedies pursuant to Section 6 of this Agreement.

6. Remedies of County Upon Default Under Guaranty Agreement. Upon a default by the City of this Guaranty Agreement, as set forth in Section 5, above, and as long as such default is continuing, the County may, at its option, exercise any one or more of the following remedies:

(i) The County shall first make a reasonable attempt, in good faith, to collect the delinquent sums from the City in a cooperative manner. In the event the City and County fail to resolve the matter, the County, through its Fiscal Officer shall be authorized to take the following actions, in addition to any other remedies afforded herein:

(a) If the City fails to make a payment to the County in full on or before the date due, and that failure to pay continues beyond the time to cure the default, regardless of the reason, then the County may direct its Fiscal Officer to withhold, from the City's First-Half Tax Distribution occurring on the next succeeding First-Half Tax Distribution Date, an amount equal to the then unpaid sums plus interest accrued to the First-Half Tax Distribution Date on such unpaid portion at the Interest Rate for Advances, and to pay such amount to the County; and

(b) In the event that the funds distributed from the City's First-Half Tax Distribution in any given year are insufficient to reimburse the County for any unpaid sums, the County may direct its Fiscal Officer to withhold from the City's Second-Half Distribution occurring on the next succeeding Second-Half Tax Distribution Date an amount equal to the unpaid sums, plus accrued interest as set forth above. Thereafter, the right to withhold funds from either the City's First-Half Tax Distribution or Second-Half Tax Distribution shall be ongoing in subsequent years until all sums are paid in full.

In the event the City pays in full any previously unpaid sums prior to the City First-Half Tax Distribution or Second-Half Tax Distribution, such payment shall satisfy the City's obligation to pay said sums and the County's Fiscal Officer shall not proceed to withhold funds pursuant to this Section.

The City hereby covenants and agrees that it shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the County or its Fiscal Officer to withhold delinquent sums from the City's First Half Tax Distribution or its Second Half Tax Distribution as provided above in this Section, and the City hereby forever irrevocably waive any right it may have to make such contest, provided, however, that nothing contained herein shall be a waiver of the City's right to, in good faith, dispute the amount of sums owed under this Agreement or the manner in which those sums are calculated, distributed or allocated to the City, and the City shall have the right to seek relief in law or in equity from its obligation to pay the disputed amount including but not limited to the right to seek a temporary restraining order or preliminary injunction

preventing the County from exercising its rights under this Section to collect the disputed amount while legal action is pending.

(ii) All of the obligations of the City under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus. In the event of an occurrence of an event of default pursuant to this Section, the County shall have the right to constitute an appropriate mandamus action to compel action in compliance with this Agreement.

(iii) The County may, at its option, exercise any right, remedy or privilege that may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this, Agreement or to recover damages for the breach of this Agreement.

(iv) The City shall remain liable for all covenants and obligations under this Agreement, and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the County with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that a default has occurred.

(v) No remedy conferred or reserved to the County by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

(vi) No failure by the County to insist upon strict performance by the City of any provision of this Agreement shall constitute a waiver of the County's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the City to observe or comply with any provision of this Agreement.

7. Miscellaneous.

(a) This Guaranty Agreement is entered into by the City for the benefit of the County, its respective successors and permitted assigns, all of who shall be entitled to enforce the performance and observance of the provisions of this Guaranty Agreement to the same extent as if they were parties to this Guaranty Agreement; provided, however, that this Guaranty Agreement and the obligations of the City hereunder may not be assigned by the County without the prior written consent of the City.

(b) All covenants, obligations and agreements of the County and City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of either the County or City or their respective Legislative Authorities, in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Guaranty Agreement shall be liable personally on this Guaranty Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the County or City.

(c) Except as otherwise expressly provided in this Guaranty Agreement, no provision of this Guaranty Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by the County and City.

(d) No amendment, change or modification of the Lease Agreement may be made that would materially increase the City's maximum monetary obligations under this Guaranty Agreement without the prior written consent of the City, provided, however, that this provision shall not apply to the difference between any estimate of the COG Lease Costs provided to the City at the time of execution of this Guaranty Agreement and the actual amount of the COG Leases Costs after the same are actually incurred by the County.

(e) This Guaranty Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in a State court sitting in the County.

(f) If any term or provision of this Guaranty shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Guaranty Agreement as of date first written above.

CITY OF _____, OHIO

By: _____
_____, Mayor

Approved as to form and correctness:

_____, Director of Law
City of _____, Ohio

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director of Department
of Law and Risk Management
County of Summit, Ohio

FISCAL OFFICERS CERTIFICATE
Summit County, Ohio

The undersigned, the Fiscal Officer of the County of Summit, Ohio, under the foregoing Guaranty Agreement, certifies that the moneys required to meet the obligations of the County during the year 20__ under the Guaranty Agreement have been lawfully appropriated by the County Council of the County for that purpose, and are in the treasury or in the process of collection to the credit of an appropriate fund in the treasury, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: _____, 20__

FISCAL OFFICERS CERTIFICATE

City of _____, Ohio

The undersigned, the Director of Finance of the City of _____, Ohio, under the foregoing Guaranty Agreement, certifies that the moneys required to meet the obligations of the City during the year 20__ under the Guaranty Agreement have been lawfully appropriated by the City Council of the City for that purpose, and are in the treasury or in the process of collection to the credit of an appropriate fund in the treasury, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

City of _____, Ohio

Dated: _____, 20__