

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of the date signed by the County Executive amongst **City of Green** ("City") with its office located at 1755 Town Park Blvd., Uniontown, OH 44685, and the County of Summit, Ohio, by the County Executive ("County"), with its offices located at 175 South Main Street, Akron, Ohio 44308 as duly authorized by Council Resolution No. 24-_____. In consideration of the covenants and promises made herein, the parties agree as follows:

- A. *Payments by the County.* County has or will shortly enter into a 2-year agreement with Flock Safety to provide license plate reader cameras in the City of Green, including but not limited to, access to the data collected from the cameras subject to certain terms and conditions. \$50,100.00 is due upon signing the 2-year agreement. \$42,000.00 is due after one year. The total contract price is \$92,100.00. A copy of the Flock Safety agreement is attached hereto as Exhibit A. County has agreed to pay these amounts subject to Paragraph B.
- B. *Terms of Reimbursement by the City.* Knowing that County is entering into an agreement with Flock Safety for the benefit of the City of Green, City has agreed to reimburse County for the amounts listed in paragraph A by making 24 monthly payments to County for a period of 2 years. The payments to be made are as follows. Twelve timely payments of \$4,175.00, totaling \$50,100.00 will be paid by City, upon receipt of county invoices. Thereafter, twelve timely payments of \$3,500.00, totaling \$42,000.00 will be paid by City, upon receipt of county invoices.

Payment shall be sent to: Policing Rotary Fund
c/o Summit County Sheriff's Office
53 University Avenue
Akron, Ohio 44308

- C. *Review by Legal Counsel.* Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.
- D. *Governing Law.* This Agreement is to be governed and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in an Ohio Court of competent jurisdiction or the United States District Court for the Northern District of Ohio, as applicable.
- E. *Entire Agreement.* This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

Signatures, including electronic signatures, appear on the following page.

IN WITNESS WHEREOF, the parties have executed this Contract, by handwritten or electronic signatures, as of the date signed by the County Executive.

CITY OF GREEN

By: _____
Name: Rocco Yeargin
Title: Mayor

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Lisa Dean, City of Green Law Director

COUNTY OF SUMMIT, OHIO

By: _____ _____
Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Attorney
Department of Law, Insurance and Risk Management