

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. 26-____. In consideration of the covenants and promises made herein, the parties agree as follows:

- A. *Prior Reimbursement Agreement.* County previously entered 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 for a total contract price of \$92,100.00. City and County entered a prior reimbursement agreement where City paid the above referenced contract price to the County.
- B. *Payments by the County.* County has or will shortly enter into another 2-year agreement with Flock Safety. \$42,000.00 is due upon signing the 2-year agreement. \$42,000.00 is due the following year. The total price is \$84,000.00. A copy of the Flock Safety agreement is attached hereto as Exhibit A. County has agreed to pay these amounts subject to Paragraph B.
- C. *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 of \$3,500.00, totaling \$84,000.00, upon receipt of county invoices. Should the County receive grant monies the amount due by the City shall be reduced by the amount received.

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

- D. *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.
- E. *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.
- F. *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.

G. Terms and Conditions as to the County's agreement with Flock as to Green Only:

City Council has authorized the Mayor to enter into this agreement to reimburse the County for its costs respecting the use of Flock cameras within the city limits of Green, conditioned upon the following terms of use:

1. Unless associated with a vehicle that has been flagged in the system for potential criminal activity (for which the retention period shall be 30 days), the data and footage shall not be retained for in excess of 24 hours.
2. The data and footage may only be used by law enforcement as a tool where a notification has been issued flagging the vehicle for potential criminal activity. Otherwise, all restrictions to law enforcement activities in accordance with the Constitution of the United States of America apply.
3. Section 5.3, Disclosure of Footage: Footage shall not be released for the expanded purposes of "Flock's good faith belief" but only when legally required to do so to law enforcement authorities, government officials, and pursuant to lawful processes that are subject to the law and Constitution of the United States of America.
4. The data and footage may not be retained or released for revenue-generating purposes.
5. The County has developed a comprehensive Standard Operating Procedure for use of the Flock cameras, which shall be reviewed for purposes of providing updates to the City on a routine basis.
6. Any changes to the contract between the County and Flock or changes in use as a result of technological developments must be timely reported by the County to the City.
7. Should an assignment of the contract occur whereby Flock sells or assigns this contract to a successor vendor, the City shall have the right to terminate this contract.

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. This Reimbursement Agreement may be executed in counterparts.

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 Brian Harnak
Department of Law, Insurance and Risk Management