

Intergovernmental Agreement 2018-R39 Amended Exhibit “A”
Between
County of Summit
City of Akron
City of Cuyahoga Falls
City of Fairlawn
City of Green
and
City of Stow
Acquisition, Installation and Operation of a Consolidated
Computer Aided Dispatch System

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into as of the 1st day of July, 2018 by and between the County of Summit, Ohio, a charter county organized and existing under the laws of the State and its charter (the “County”), the City of Akron, Ohio, a charter municipality organized and existing under the laws of the State and its charter (“Akron”), the City of Cuyahoga Falls, Ohio, a charter municipality organized and existing under the laws of the State and its charter (“Cuyahoga Falls”), the City of Fairlawn, Ohio, a charter municipality organized and existing under the laws of the State and its charter (“Fairlawn”), the City of Green, Ohio a charter municipality organized and existing under the laws of the State and its charter (“Green”), and the City of Stow, Ohio a charter municipality organized and existing under the laws of the State and its charter (“Stow,” and, collectively with County, Akron, Cuyahoga Falls, Fairlawn, and Green, the “Parties”). Capitalized words and terms not defined elsewhere in this Agreement shall have the meanings assigned to them in Section 1.2 hereof.

RECITALS:

A. Each of the Parties operate a Public Safety Answering Point (“PSAP”) through which they dispatch emergency calls to public safety forces, both within their individual communities and for other political subdivisions for which they have contracts to provide dispatch services (“Contracted Dispatch Communities”).

B. The Parties desire to procure a consolidated Computer Aided Dispatch System (“Consolidated CAD System”) for their collective use in each of their PSAP operations and the dispatch operations of their public safety forces and the safety forces of Contracted Dispatch Communities (“PSAP and Dispatch Operations”).

C. The Parties desire to procure a Consolidated CAD System for their collective use in order to maintain full interoperability and redundancy, replace aging systems, reduce their costs from replacing multiple systems, and improve the safety of their residents.

D. The Parties and their consultant have identified Tyler Technologies’ (“Tyler”) New World Computer Aided Dispatch Platform (“Tyler CAD System”) as the most comprehensive system for their use as a Consolidated CAD System, and the same can be procured by the County through its procurement processes.

E. The Parties intend for the County to purchase the Tyler CAD System to serve as the Consolidated CAD System for their PSAP and Dispatch Operations, and the Parties intend to share in the cost of the purchase of the Tyler CAD System, as set forth in this Agreement.

F. The Parties further intend for the Consolidated CAD System to be owned by the County and to be shared by the Parties for their individual and collective use in their PSAP and Dispatch Operations, as set forth in this Agreement.

G. The Parties further intend to set forth in this Agreement the terms and conditions whereby the Consolidated CAD System shall be used, operated and maintained, and whereby the Parties shall share in the costs for said ongoing use, operation and maintenance.

H. Prior to execution of this Agreement, each of the Parties have obtained the approval to enter into the same from their respective Legislative Authority.

NOW, THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the County and the Subdivisions hereby agree as follows:

Section 1. Definitions.

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 used in this Agreement are defined below.

1.2 Definitions. The following are defined terms in this Agreement:

“9-1-1 Wireless Funds” means the funds received by the County from the State on behalf of the PSAPs in the County for 9-1-1 emergency calls originating from wireless devices, as set forth in Chapter 128 of the Ohio Revised Code.

“Additional Consolidated CAD System Installation Goods and Services” means those goods and services, in addition to the Tyler CAD System, necessary to initially install the Consolidated CAD System, including the hardware costs and server hosting set up cost, as set forth on Exhibit B, and identified thereon as Section 3 costs.

“Agreement” means this Intergovernmental Agreement, as amended or supplemented from time to time.

“Akron” means the City of Akron, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Annual Estimated Recurring CAD Costs Statement” means the statement of estimated Annual Recurring Consolidated CAD System Operating Costs for the forthcoming calendar year, approved by the Consolidated CAD Oversight Committee and provided by the County to the other Parties pursuant to Section 4.2 of this Agreement.

“Annual Final Recurring CAD Costs Statement” means the statement of actual Annual

Recurring Consolidated CAD System Operating Costs for the preceding calendar year, approved by the Consolidated CAD Oversight Committee and provided by the County to the other Parties pursuant to the reconciliation process set forth in Section 5.3 of this Agreement.

“Annual Recurring Consolidated CAD System Operating Costs” means the Recurring Consolidated CAD System Operating Costs necessary to operate the Consolidated CAD System in each calendar year, commencing in calendar year 2021.

“Change Order” means any change, revision or addition to any contract related to the Acquisition and Installation of the Tyler CAD System, the Additional consolidated CAD System Installation Goods and Services and/or the Recurring Consolidated CAD System Operating Costs, as approved by this Agreement, that results in an additional cost or reduction in cost.

“Consolidated CAD System” means the consolidated Computer Aided Dispatch System that will be procured, used, operated and maintained pursuant to this Agreement for the Parties’ collective use in each of their PSAP and Dispatch Operations, which the Parties anticipate to initially be the Tyler CAD System.

“Consolidated CAD System Administration Fund” means the fund owned and operated by the County wherein all funds paid by the Parties for the Consolidated CAD System Installation and Recurring Consolidated CAD System Operating Costs, other than costs related to the purchase of any hardware and software that is a capital asset comprising a capital portion of the Consolidated CAD System, shall be deposited and costs related to the same will be paid from this fund by the County.

“Consolidated CAD System Capital Fund” – means the fund owned and operated by the County wherein all funds paid by the Parties for the purchase of any hardware and software that is a capital asset comprising a portion of the consolidated CAD System shall be deposited and costs related to the same will be paid from this fund by the County.

“Consolidated CAD Oversight Committee” means the committee created pursuant to Section 7 of this Agreement to generally oversee the operation of the Consolidated CAD System.

“Consolidated CAD System Administrator” means the individual employed by the County who is primarily responsible for the management, operation and maintenance of the Consolidated CAD System per Section 6 of this Agreement.

“Consolidated CAD System Installation” means the Tyler CAD System Acquisition and Installation and the Additional Consolidated CAD System Installation Goods and Services.

“Consolidated CAD System Staff” means the Consolidated CAD System Administrator and such other staff employed by the County to manage, operate and maintain the Consolidated CAD System per Section 6 of this Agreement.

“Contracted Dispatch Community or Contracted Dispatch Communities” means the political subdivisions who receive dispatch services pursuant to a contract from one of the Parties. Contracted Dispatch Communities are not Parties to this Agreement and shall not serve as

members of the Consolidated CAD Oversight Committee, but may serve on any subcommittee created by the Consolidated CAD Oversight Committee.

“County” means the County of Summit, Ohio, a charter county organized and existing under the laws of the State and its charter.

“Cuyahoga Falls” means the City of Cuyahoga Falls, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Fairlawn” means the City of Fairlawn, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“First-Half Tax Distribution” means the distribution of funds to a Party on the First-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

“First-Half Tax Distribution Date” means 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, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“First-Half Tax Settlement Date” means 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, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“Green” means the City of Green, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Initial Recurring CAD System Operating Costs” means the Recurring CAD System Operating Costs necessary for the operation of the Consolidated CAD System that will be incurred by the Parties during the periods of (i) execution of this Agreement to December 31, 2018, (ii) calendar year 2019, and (iii) calendar year 2020, as set forth on Exhibit B, and identified therein as Section 4 costs.

“Interest Rate for Advances” means the interest rate equal to 4.0% per annum.

“Legislative Authority” means, as to the County, the County Council, and, as to Akron, Cuyahoga Falls, Green, Fairlawn and Stow, their respective legislative bodies.

“LGIF Funds” mean the grant funds awarded by the State to the County, Cuyahoga Falls, Stow and Stow’s Contracted Dispatch Communities of the Village of Mogadore, Ohio and City of Tallmadge, Ohio in the amount of \$500,000 to offset the cost of the purchase of the Consolidated CAD System for the benefit of the communities that applied for said grant.

“Master Costs Calculation Exhibit” means Exhibit E, attached hereto and incorporated fully herein, which sets forth the manner and methodology of the distribution of the costs provided for under this Agreement, both known and unknown at the time of execution, between the Parties

in a reasonable, fair and equitable manner. Pursuant to Sections ____, ____ and ____, the Master Costs Calculation Exhibit may be revised by the Consolidated CAD Oversight Committee upon the addition of a Subsequent Additional User, Withdrawal of a Party and/or to account for the addition or loss of a Contracted Dispatch Community by a Party, but the general manner and methodology for the calculation of costs shall be preserved therein. Additionally, pursuant to Section ____, the Master Costs Calculation Exhibit may be amended to reflect a change in the manner and methodology of the calculation of costs, but only upon the unanimous consent of all Parties. Any reference to the Master Costs Calculation Exhibit herein shall include any subsequent amendments thereto.

“Parties” means the County, Akron, Cuyahoga Falls, Green, Fairlawn and Stow, and any Subsequent Additional Users, or some subset thereof as context may dictate, and “Party” shall mean a single entity.

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

“Professional Services” means the services rendered by Tyler and its third-party vendors in the installation, implementation, data conversion, maintenance, interface set up and project management of the Tyler CAD System.

“PSAP” means the Public Safety Answering Points operated by the Parties.

“PSAP and Dispatch Operations” means the PSAP operations of the Parties and the dispatch operations of the Parties’ public safety forces and the safety forces of Contracted Dispatch Communities.

“Recurring Consolidated CAD System Operating Costs” means the costs for those goods, services and County staffing expenses necessary to operate the Consolidated CAD System, including the Initial Recurring Consolidated CAD System Operating Costs set forth on Exhibit B, and identified therein as Section 4 costs, the Annual Recurring Consolidated CAD System Operating Costs which are necessary to operate the Consolidated CAD System following the time periods set forth on Exhibit B throughout the Term of this Agreement.

“Second-Half Tax Distribution” means the distribution of funds to a Party on the Second-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

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

“Second-Half Tax Settlement Date” means 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, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“State” means the State of Ohio.

“Stow” means the City of Stow, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Subsequent Additional Users” means any political subdivision of the State or such other entity authorized to operate a PSAP under the laws of the State and that is in fact operating a PSAP who, subsequent to the execution of this Agreement, becomes a Party to this Agreement as set forth in Section 8.

“Term” means the term of this Agreement, and all renewal terms of this Agreement, as set forth in Section 10 of this Agreement.

“Tyler” means Tyler Technologies, its successors and assigns.

“Tyler Agreement” means the Agreement to procure all necessary Professional Services, software, hardware, maintenance, license and subscription agreements, including those of Tyler and its third-party vendors, for the Tyler CAD System which will be entered into by and between Tyler and the County, as amended or supplemented from time to time in accordance with their terms, which agreement will be substantially in the form attached hereto as Exhibit A. The term Tyler Agreement shall also include any other documents necessary to effectuate the same.

“Tyler CAD System” means the Tyler Technologies New World Computer Aided Dispatch System, which shall be procured by the County through the Tyler Agreement.

“Tyler CAD System Acquisition and Installation” means the initial purchase and installation, pursuant to the Tyler Agreement, of the Tyler CAD System for use by each of the Parties’ PSAP and Dispatch Operations, including, but not limited to the Professional Services, software, hardware, licenses, maintenance and subscription agreements, including those of Tyler and its third-party vendors, necessary to begin use of the Tyler CAD System as the Consolidated CAD System, and identified on Exhibit B as Section 2 costs.

1.3. 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.

Section 2. Procurement, Acquisition and Installation of the Tyler CAD System.

2.1. Procurement of the Tyler CAD System. Upon execution of this Agreement by all Parties, the County will enter into the Tyler Agreement in order to purchase the Tyler CAD System to serve as the initial Consolidated CAD System, in accordance with the terms of the Tyler Agreement, which is set forth on Exhibit A and fully incorporated herein by reference. The County represents that the procurement of the Tyler CAD System through the Tyler Agreement complies with the provisions of Section 128.03(F) of the Ohio Revised Code and Section 177.07(a)(14) of the Codified Ordinances of the County of Summit regarding the purchase or other acquisition, installation, and maintenance of customer premises equipment at a PSAP.

2.2 Costs for the Tyler CAD System Acquisition and Installation. Pursuant to the

Tyler Agreement, the County shall be initially responsible for the payment of the costs of the Tyler CAD System Acquisition and Installation, the total cost of which is set forth on Exhibit B. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the cost of the Tyler CAD System Acquisition and Installation for their PSAP and Dispatch Operations, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed to Tyler for the Tyler CAD System Acquisition and Installation that is not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Tyler CAD System Acquisition and Installation are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Tyler CAD System Acquisition and Installation costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Tyler CAD System Acquisition and Installation from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

2.3 Change Orders. The Parties anticipate that there may be additions or changes to the Tyler CAD System during the Tyler CAD System Acquisition and Installation that will necessitate additional costs to be paid to Tyler through a change order to the Tyler Agreement ("Change Order"). In the event a Change Order is specific to an individual Party, including for its Contracted Dispatch Communities, both the County and that Party shall approve the Change Order in writing prior to the County authorizing the addition or change that will be paid through the Change Order. The County and Party or Parties shall obtain any necessary administrative approval and the approval of their respective Legislative Authorities or any of its Contracted Dispatch Communities prior to approving the Change Order in writing. Any additional cost for the Change Order shall then be added to the costs owed by the Party to the County as part of the reconciliation process set forth in Section 5.3 of this Agreement. The same process shall be used when a Change Order affects more than one, but less than all of the Parties, and the costs will be split proportionately amongst the affected Parties as agreed to by those Parties prior to the approval of the Change Order.

In the event a Change Order is necessary to effect a change or addition to the entire Tyler CAD System, and/or will benefit, and/or is requested by all of the Parties, then the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated CAD Oversight Committee, the County shall submit a Change Order in writing to Tyler authorizing the addition or change. Upon receipt of an invoice for the Change Order from Tyler to the County, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. Because any Change Order approved pursuant to this paragraph will benefit all Parties, the Parties acknowledge that they will all be bound by any Change Order approved pursuant to this Section by the Consolidated CAD Oversight Committee, and that the same shall not be subject to further approval by their respective Legislative Authorities.

Section 3 Additional Consolidated CAD System Installation Goods and Services.

3.1 Procurement of the Additional Consolidated CAD System Installation Goods and Services. In addition to the costs for the Tyler CAD System Acquisition and Installation, the Parties understand and agree that certain Additional Consolidated CAD System Installation Goods and Services are necessary to fully install and implement the Consolidated CAD System. Upon execution of this Agreement, the County shall enter into any agreements, pursuant to applicable procurement laws and regulations, with any necessary third-party vendors to provide the Additional Consolidated CAD System Installation Goods and Services.

3.2 Costs of the Additional Consolidated CAD System Installation Goods and Services. The County shall be initially responsible for the payment of the costs of the Additional Consolidated CAD System Installation Goods and Services, the costs of which are set forth on Exhibit B. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the cost of the Additional Consolidated CAD System Installation Goods and Services for their PSAP and Dispatch Operations, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed for the Additional Consolidated CAD System Installation Goods and Services that is not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Additional Consolidated CAD System Installation Goods and Services are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Additional Consolidated CAD System Installation Goods and Services costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Additional Consolidated CAD System Installation Goods and Services from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

3.3 Change Orders. The Parties acknowledge that given their nature, any change or addition to the Additional Consolidated CAD System Installation Goods and Services will affect the entire Consolidated CAD System and therefore all of the Parties. Therefore, the Parties hereby authorize the County to authorize in writing any minor Change Order to any individual third-party vendor supplying the Additional Consolidated CAD System Installation Goods and Services of up to an aggregate amount with that vendor of up to 20% or \$20,000, whichever is greater, of the amount, set forth on Exhibit B for any individual third-party vendor, without additional prior authorization of the Parties, provided the County determines, in good faith, the procurement of such good/service is reasonably necessary. The County shall pay any third-party vendor for the cost of such minor Change Order, and shall obtain reimbursement from the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. In no event shall the County's authority under this Section exceed \$50,000 in the aggregate for all third-party vendors providing Additional Consolidated CAD System Installation Goods and Services.

For any other Change Order exceeding an aggregate amount of 20% or \$20,000 for any individual third-party vendor, whichever is greater, of the amount set forth on Exhibit B for any individual third-party vendor supplying any Additional Consolidated CAD System Installation

Goods and Services, or exceeding \$50,000 in the aggregate for all third-party vendors, the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated CAD Oversight Committee, the County shall submit a Change Order in writing to the third-party vendor authorizing the addition or change. Upon receipt of an invoice for the Change Order, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Because any Change Order approved pursuant to this Section will benefit all Parties, the Parties acknowledge that they will all be bound by any Change Order approved pursuant to this Section by the County and Consolidated CAD Oversight Committee, and that the same shall not be subject to further approval by their respective Legislative Authorities.

It is anticipated that prior to the approval by any Party of a Change Order exceeding 20% as set forth above, that the Party will obtain any necessary administrative approval and/or approval from its Legislative Authority, and where applicable, any necessary administrative approval and/or approval from any of its Contracted Dispatch Communities benefitting from or requesting the Change Order.

3.4 Unknown Additional Consolidated CAD System Installation Goods and Services.
The Parties understand and agree that at the time of execution of this Agreement that there may be certain Additional Consolidated CAD System Installation Goods and Services from other third-party vendors that are necessary for the installation of the Consolidated CAD System, but are yet currently unknown by the Parties. In such event, the Parties shall procure the same as follows. For any currently unknown Additional Consolidated CAD System Installation Goods and Services not exceeding \$20,000, the County shall have the authority to procure the same and shall pay any invoice for the same, provided the County determines, in good faith, the procurement of such good/service is reasonably necessary. The additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. In no event shall the County's authority under this Section exceed \$50,000 in the aggregate for all third-party vendors providing unknown Additional Consolidated CAD System Installation Goods and Services.

For any currently unknown Additional Consolidated CAD System Installation Goods and Services exceeding \$20,000, or for Additional Consolidated CAD System Installation Goods and Services exceeding the aggregate of \$50,000 for all third-party vendors, the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated CAD Oversight Committee, the County shall procure the goods or services from the third-party vendor. Upon receipt of an invoice, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Because any additional costs approved pursuant to this Section will benefit all Parties, the Parties acknowledge that they will all be bound by any approval provided pursuant to this Section

by the County and Consolidated CAD Oversight Committee, and that the same shall not be subject to further approval by their respective Legislative Authorities.

Section 4 Recurring Consolidated CAD System Operating Costs.

4.1 Procurement of Recurring Consolidated CAD System Operating Costs. Parties understand and agree that, commencing upon the execution of this Agreement, there shall be certain on-going Recurring Consolidated CAD System Operating Costs in addition to the costs related to the Consolidated CAD System Installation. The County shall enter into any agreements, pursuant to applicable procurement laws and regulations, with Tyler and any necessary third-party vendors to provide any goods and services necessary for the ongoing operation of the Consolidated CAD System.

4.2 Allocation of Recurring Consolidated CAD System Operating Costs. County shall initially pay Tyler and all third-party vendors for any Recurring Consolidated CAD System Operating Costs necessary for the ongoing operation of the Consolidated CAD System. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the Recurring CAD System Operating Costs, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed for the Recurring Consolidated CAD System Operating Costs not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Recurring Consolidated CAD System Operating Costs are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Recurring Consolidated CAD System Operating Costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Recurring Consolidated CAD System Operating Costs from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

As set forth on Exhibit B, the Parties have estimated the total, and their respective shares, of the Recurring Consolidated CAD System Operating Costs for the periods of (i) execution of this Agreement to December 31, 2018, (ii) calendar year 2019, and (iii) calendar year 2020, which shall collectively be known as the Initial Recurring CAD System Operating Costs. The Parties understand and agree that the actual amount of the Initial Recurring Consolidated CAD System Operating Costs may vary during each of these periods from the amounts set forth on Exhibit B for several reasons, including, but not limited to, necessary change orders, additional staffing needs, system upgrades, updates and additions, and the need for additional goods or services from additional third-party vendors. During each of these periods, the Consolidated CAD Oversight Committee shall meet at least quarterly and approve all revisions, additions or deductions to the Initial Recurring Consolidated CAD System Operating Costs for the balance of that period deemed necessary by the Consolidated CAD Oversight Committee. Following approval by the Consolidated CAD Oversight Committee of any revision, addition or deduction, the County shall distribute to each Party a revised version of Exhibit B, reflecting the updated Initial Recurring Consolidated CAD System Operating Costs. The distribution of the revised Exhibit B shall serve as notice to the parties only and shall not actually revise the amounts due under Exhibit C for the balance of the Initial Recurring CAD System Operating Costs. Instead, to the extent the actual

amount of the Initial Recurring Consolidated CAD System Operating Costs vary from the estimated amounts set forth on Exhibit B in any given period, the Parties agree that they shall reconcile the same, as set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Commencing in calendar year 2021, the Parties understand and agree that they shall continue to be responsible for paying the Recurring Consolidated CAD System Operating Costs annually for the balance of the Term of this Agreement, which shall be known as the Annual Recurring Consolidated CAD System Operating Costs. Commencing for calendar year 2021, the County shall deliver to all other Parties a written Annual Estimated Recurring CAD Cost Statement, no later than November 1st of the preceding year, in substantially the same form as set forth in Exhibit B, whereby the County shall set forth the estimated Annual Recurring Consolidated CAD System Operating Costs for that calendar year. No later than December 1st of the preceding year, the Consolidated CAD Oversight Committee shall meet and shall approve the Annual Estimated Recurring CAD Cost Statement for the following calendar year, with any revisions, additions or deletions they determine necessary. Thereafter, each Party shall pay to the County, at least quarterly, its portion of the Annual Recurring Consolidated CAD System Operating Costs as set forth in the Annual Estimated Recurring CAD Cost Statement in accordance with Section 5 of this Agreement. Again, the Parties understand and agree that the actual amount of the Annual Recurring Consolidated CAD System Operating Costs for any given calendar year may vary from the Annual Estimated Recurring CAD Cost Statement for several reasons, including, but not limited to, necessary change orders, additional staffing needs, system upgrades, updates and additions, and the need for additional goods or services from additional third-party vendors. The Consolidated CAD Oversight Committee shall meet at least quarterly during each calendar year and approve all revisions, additions or deductions to the Annual Estimated Recurring CAD Cost Statement deemed necessary by the Consolidated CAD Oversight Committee for the balance of the calendar year. Following approval by the Consolidated CAD Oversight Committee of any revision, addition or deduction, the County shall distribute to each Party a revised version of the Annual Estimated Recurring CAD Cost Statement, which shall serve as notice to the Parties only and shall not actually revise the amounts due by the Parties under the Annual Estimated Recurring CAD Cost Statement for the balance of that calendar year. Instead, to the extent the actual amount of the Annual Recurring Consolidated CAD System Operating Costs for a given calendar year vary from the initial Annual Estimated Recurring CAD Cost Statement, the Parties agree that they shall reconcile the same, as set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

At all times during, the Initial Recurring Consolidated CAD System Operating Costs and the Annual Recurring Consolidated CAD System Operating Costs shall be calculated in the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit.

Section 5 Payment and Reconciliation; 9-1-1 Wireless Funds and LGIF Funds.

5.1 Payment of Consolidated CAD System Installation Costs and Initial Recurring Consolidated CAD System Operating Costs. Commencing upon the execution of this Agreement, and continuing through calendar year 2020, Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective portions of the costs for the Consolidated CAD System Installation and the Recurring Consolidated CAD System Operating Costs pursuant

to the schedule set forth on Exhibit C. Payment shall be made in the amount set forth on Exhibit C, and shall be paid to the County no later than each “Funds Due Date” set forth on Exhibit C. Not later than 15 days prior to the date that each payment is due to the County, the County shall prepare and deliver to all other Parties an invoice for the costs then-due, as derived from Exhibit C, by electronic means to the Notice address set forth in this Agreement. The parties acknowledge that the delivery of an invoice by the County is for bookkeeping purposes only, and the failure of the County to deliver said invoice shall not constitute a waiver by the County of any payment. Furthermore, each Party is obligated to timely make each payment set forth on Exhibit C to the County regardless of whether the County delivers an invoice.

County shall deposit all funds paid by the other Parties pursuant to this Section upon receipt in the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate. Additionally, County shall transfer funds to the Consolidated CAD System Administration Fund or Consolidated CAD System Capital Fund, as the County determines appropriate, in the amount and by the “Funds Due Date” set forth in Exhibit C for its share of the expenses related to the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs. From the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate, County shall pay for all costs related to the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs, and/or shall reimburse itself for any such costs that it initially paid out of other funds.

5.2 Payment of Annual Recurring Consolidated CAD System Operating Costs Commencing in Calendar Year 2021. Commencing in calendar year 2021, Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective portions of the Annual Recurring Consolidated CAD System Operating Costs as set forth on the Annual Estimated Recurring CAD Cost Statement. Payment shall be made in the amount set forth on the Annual Estimated Recurring CAD Cost Statement, and shall be paid to the County no later than the due date set forth on the Annual Estimated Recurring CAD Cost Statement, which shall be at least once each quarter of the calendar year. Not later than 15 days prior to the date that each payment is due to the County, the County shall prepare and deliver to all other Parties an invoice for the costs then-due by electronic means, as derived from the Annual Estimated Recurring CAD Cost Statement, to the Notice address set forth in this Agreement. The parties acknowledge that the delivery of an invoice by the County is for bookkeeping purposes only, and the failure of the County to deliver said invoice shall not constitute a waiver by the County of any payment. Furthermore, each Party is obligated to timely make each payment set forth on the Annual Estimated Recurring CAD Cost Statement to the County regardless of whether the County delivers an invoice.

County shall deposit all funds paid by the other Parties pursuant to this Section upon receipt in the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate. Additionally, County shall transfer funds to the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate, in the amount and by the dates due as set forth on the Annual Estimated Recurring CAD Cost Statement. From the Consolidated CAD System Administration Fund, or the Consolidated CAD System Capital Fund, as the County determines appropriate, County shall pay for all costs related to the Annual Recurring Consolidated CAD System

Operating Costs, and/or shall reimburse itself for any such costs that it initially paid out of other funds.

5.3 Reconciliation of Payments Against Actual Expenditures.

a. Initial Reconciliation. As set forth above, the Parties understand and agree that the costs for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs as set forth on Exhibit B may vary from those amounts set forth on Exhibit B, and that the payments made by the parties pursuant to Exhibit C may be more or less than necessary to fully pay for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs. As such, the Parties agree that they shall undertake an Initial reconciliation of actual payments made by the Parties against the total actual costs for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date that Tyler fully completes the installation of the Tyler CAD System and the same is fully functional for use by the Parties. Not later than 30 days following the complete installation of the Tyler CAD System (the system acceptance date as set forth in the Tyler Agreement) and payment in full to Tyler by the County pursuant to the Tyler Agreement for full installation of the Tyler CAD System, the Consolidated CAD Oversight Committee shall meet and review the actual costs paid for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date of final payment to Tyler. At said meeting, the Consolidated CAD Oversight Committee shall approve the actual costs paid for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date of final payment to Tyler. Within 30 days of such approval by the Consolidated CAD Oversight Committee, the County shall either reimburse the Parties for their proportionate share of overpayment, or shall deliver an invoice to the Parties for their proportionate share of actual expenses that exceeded the payments made pursuant to Exhibits B and C. Within 30 days of receipt of an invoice for costs under this Section, the Parties shall remit any additional sums due to the County. Failure of the County to invoice the Parties within the time period set forth above shall not constitute a waiver of payment by the County, and all other Parties shall remain obligated to pay the same within 30 days of receipt regardless of when the invoice is delivered.

Furthermore, at the meeting provided in this Section, the Consolidated CAD Oversight Committee shall review the remaining Initial Recurring Consolidated CAD System Operating Costs as set forth on Exhibit B, as the same may be updated as set forth in Section 4.2 of this Agreement, to determine whether additional revisions are necessary to the same. At the meeting, the Consolidated CAD Oversight Committee shall adopt a revised version of Exhibit B, as well as a revised version of Exhibit C setting forth the revised amounts owed by the parties and adjusted payment dates, if any, for the remaining Initial Recurring Consolidated CAD System Operating Costs. Upon adoption, the County shall deliver a copy of the revised Exhibit B and Revised Exhibit C to the Parties, and the County shall invoice the parties as set forth in Section 5 of this Agreement based on the amounts and schedule set forth on the revised Exhibit B and revised Exhibit C. The Parties shall then pay the County, and the County shall contribute, the amounts set forth on the revised Exhibit B and revised Exhibit C for the balance of the time period covering the Initial Recurring Consolidated CAD System Operating Costs. Such payments shall be made pursuant to Section 5 of this Agreement.

In order to perform a final reconciliation of the Initial Recurring Consolidated CAD System Operating Costs at the close of calendar year 2020, the parties shall follow the same process as set forth in Section 5.3(b) for the reconciliation of the Annual Recurring Consolidated CAD System Operating Costs.

b. Recurring Annual Reconciliation.

Commencing with the final reconciliation of the Initial Recurring Consolidated CAD System Operating Costs, and then for calendar year 2021, the Consolidated CAD Oversight Committee shall meet within 60 days of the close of a calendar year to review the actual Annual Recurring Consolidated CAD System Operating Costs for that preceding calendar year compared to the payments made by the Parties pursuant to the Annual Estimated Recurring CAD Cost Statement provided for that calendar year. At that meeting, the Consolidated CAD Oversight Committee shall approve an Annual Final Recurring CAD Costs Statement for the preceding calendar year, as well as any overpayment owed to the Parties or underpayment due from the Parties. Upon adoption, the County shall deliver a copy of the Annual Final Recurring CAD Cost Statement for the preceding calendar year. Within 30 days of such approval by the Consolidated CAD Oversight Committee, the County shall either reimburse the Parties for their proportionate share of overpayment, or shall deliver an invoice to the Parties for their proportionate share of actual expenses that exceeded the payments made pursuant Annual Estimated Recurring CAD Cost Statement. Within 30 days of receipt of an invoice for costs under this Section, the Parties shall remit any additional sums due to the County. Failure of the County to invoice the Parties within the time period set forth above shall not constitute a waiver of payment by the County, and all other Parties shall remain obligated to pay the same within 30 days of receipt regardless of when the invoice is delivered.

c. All reconciliations performed pursuant to this Section shall be done in conformity with the manner and methodology set forth on the Master Costs Calculation Exhibit.

5.4 Application of 9-1-1 Wireless Funds. The Parties understand and agree that the payments set forth on Exhibit C are net of certain 9-1-1 Wireless Funds currently held by the County for the benefit of the County, Akron, Cuyahoga Falls and Stow. The County shall apply the 9-1-1 Wireless Funds against the obligations of the Parties set forth in Exhibit B in order to arrive at the payment amounts and schedule set forth on Exhibit C. The amount of the 9-1-1 Wireless Funds credited to each Party are set forth on Exhibit D.

In addition to the amount of 9-1-1 Wireless Funds set forth on Exhibit D, it is possible that additional 9-1-1 Wireless Funds may be authorized by the Summit County 9-1-1 Planning Committee, through the adoption of the Summit County 9-1-1 Plan, to be utilized to offset either costs related to the Consolidated CAD System Installation or Recurring Consolidated CAD System Operating Costs for the benefit of one or more of the Parties. In the event that such additional 9-1-1 Wireless Funds are authorized for said use, the County shall apply the same towards any payments due under Exhibit C for the Consolidated CAD System Installation or Initial Recurring Consolidated CAD System Operating Costs, or towards any payments due under the Annual Estimated Recurring CAD Cost Statement for Annual Recurring Consolidated CAD System Operating Costs thereafter. In such event, the County shall reflect such payments as credits during payment and reconciliation processes set forth in Section 5 of this Agreement.

The Parties agree to operate and maintain their respective PSAPs in compliance with all federal, state and local regulations, specifically those which apply to the eligibility and distribution of 9-1-1 Wireless Funds.

5.5 Application of LGIF Funds. The Parties understand and agree that the payments set forth on Exhibit C are net of certain LGIF Funds that will be reimbursed to the County by the State for the benefit of the County, Cuyahoga Falls and Stow (on behalf of itself and its Consolidated Dispatch Communities of the City of Tallmadge and the Village of Mogadore). The County shall apply those funds against the obligations of the Parties set forth in Exhibit B in order to arrive at the payment amounts and schedule set forth on Exhibit C. The amount of LGIF Funds is set forth on Exhibit D, which also sets forth the portion of the LGIF Funds that are attributed to Stow on behalf of its Contracted Dispatch Communities of the City of Tallmadge and Village of Mogadore.

5.6 Annual Statement of Revenue and Expenditures. Within 90 days of the end of a calendar year, the County shall provide to the Parties a written statement of all revenue paid into, and all expenditures paid out of, the Consolidated CAD System Administration Fund and the Consolidated CAD System Capital Fund for the preceding calendar year.

Section 6 Project Management of Consolidated CAD System; Installation and Ongoing Administration of the Consolidated CAD System; Use of the Consolidated CAD System.

6.1 Generally. The County shall provide such services as are necessary to perform local project management of the Consolidated CAD System Installation in conjunction with Tyler and any other third-party vendors. Furthermore, the County shall be responsible for the management, operation and maintenance of the Consolidated CAD System, including, but not limited to, all administrative, technical, and daily operational matters of the Consolidated CAD System, reasonably assisting the Parties with the use of the system, troubleshooting and resolving functionality issues with the system, coordinating any necessary maintenance of the Consolidated CAD System and the components thereof, monitoring, renewing, entering into and administering all contracts necessary for the ongoing operation of the Consolidated CAD System, providing necessary information technology support, performing the fiscal matters pertaining to the Consolidated CAD System as set forth herein, and such other general actions as are necessary to reasonably ensure that the Consolidated CAD System is available to and functioning on behalf of the Parties.

6.2 Consolidated CAD System Staff. The County shall perform its responsibilities as set forth in Section 6.1 of this Agreement through the Consolidated CAD System Staff under the joint oversight and direction of its Division of Public Safety and Office of Information Technology. The Consolidated CAD System Staff shall consist of the Consolidated CAD System Administrator, who shall be primarily responsible for the management, operation and maintenance of the Consolidated CAD System and for further executing the County's responsibilities set forth in Section 6.1. The County shall employ such other necessary and reasonable Consolidated CAD System Staff members who shall report to the Consolidated CAD System Administrator and serve under his or her direction. Initially, the Parties agree that in addition to the Consolidated CAD System Administrator, the Consolidated CAD System Staff shall consist of one-half of a support

staff member, who shall also perform responsibilities related to the County's Emergency Radio System. The Parties understand and agree that the Consolidated CAD Oversight Committee may from time to time determine that it is necessary and reasonable to hire additional Consolidated CAD System Staff to perform the function of the County, and may make recommendations to the County to hire the same. County shall not hire additional Consolidated CAD System Staff until and unless approval has first been obtained by the Consolidated CAD Oversight Committee.

The salary, benefits, training, and other costs associated with the employment of the Consolidated CAD System Staff shall be shared by the parties as part of the Recurring Consolidated CAD System Operating Costs, including the costs of additional staffing, as recommended by the Consolidated CAD Oversight Committee. The Consolidated CAD Oversight Committee shall determine the compensation range for any additional employees in accordance with the County's existing Classification and Compensation Plan.

6.3 County Geographic Information Services. In addition to the Consolidated CAD System Staff and the general management, operation and maintenance of the Consolidated CAD System, as set forth in Section 6.1 and 6.2, the Parties understand and acknowledge that the County's Geographic Information Services Division will provide Geographic Services Information support to the Consolidated CAD System. At the time of the execution of this Agreement, it is unclear to the Parties the extent and level of service that will need to be provided by the County's Geographic Information Services Division. To the extent it is necessary and reasonable, the Consolidated CAD Oversight Committee may approve as additional Recurring Consolidated CAD System Operating Costs payment to the County for Geographic Information Services and support. The County shall not invoice or bill the Cities for the cost of said services until and unless the Consolidated CAD Oversight Committee approves of the same.

6.4 Responsibilities of the Parties. The Parties shall remain responsible for the ongoing operation of their individual PSAP and Dispatch Operations and any mobile and field devices used by their public safety, public service and other staff, and those of their Contracted Dispatch Communities, including, but not limited to local information technology system issues, routine maintenance, administration and troubleshooting of their PSAP devices and mobile and field devices, integrating the Consolidated CAD System into any local system and devices, integrating data into and with the Consolidated CAD System and such other necessary systems, and such other functions necessary for a particular Party's use of the Consolidated CAD System. Such functions will be performed in conjunction with, and with the assistance of the Consolidated CAD System Staff, but the Parties expressly acknowledge and agree that they will each need to maintain an appropriate level of staff to manage their PSAPs and Dispatch Operations, to maintain their mobile and field devices, and to integrate any data with the Consolidated CAD System.

6.5 Ongoing Use of the Consolidated CAD System. In consideration of the payments paid by the Parties pursuant to Section 2 to 5 of this Agreement, each Party shall have the right to the ongoing use of the Consolidated CAD System during the Term of this Agreement, and such use shall not be impaired by any other Party.

Section 7 Consolidated CAD Oversight Committee

7.1 Creation and Composition. A Consolidated CAD Oversight Committee is hereby formed by the Parties to oversee the implementation, administration and ongoing operation of the Consolidated CAD System. Membership on the Consolidated CAD Oversight Committee shall consist of the chief elected official from each Party, or their designee. Each Party shall be represented on the Committee with one vote. Upon execution of this Agreement, and no later than January 1st of each year, each Party shall provide notice to the County of the identity of its member and designee on the Committee. Each Party shall have the authority to rename or replace its designee whenever it determines it is necessary to do so and shall provide notice to the County of the new designee whenever appropriate. Consolidated Dispatch Communities are not Parties to this Agreement and shall not have membership on the Consolidated CAD Oversight Committee, however, as set forth below, they may serve on one or more Subcommittees of the Consolidated CAD Oversight Committee.

7.2 Purpose and Authority. In addition to the responsibilities and authorities set forth in other Sections of this Agreement, the Consolidated CAD Oversight Committee shall have the following purpose and authority:

- Generally, oversee the Consolidated CAD System Installation and the ongoing operation of the Consolidated CAD System.
- Approve system-wide changes, updates and improvements impacting the operation and cost of the Consolidated CAD System, including, but not limited, to recommending future upgrades to the Consolidated CAD System.
- Recommend to the County, contracts, agreements and memorandums of understanding associated with the Consolidated CAD System.
- Regularly evaluate the operation and needs of the Consolidated CAD System.
- Assist the County in assessing the performance and progress of the Consolidated CAD System Administrator and other Consolidated CAD System Staff, including, but not limited to determining adequate staffing levels and recommending the hiring of additional Consolidated CAD System Staff when necessary, as more fully set forth in Section 6 of this Agreement.
- Perform the financial and budgetary functions set forth in this Agreement, including, but not limited to, those set forth in Sections 2, 3, 4 and 5 of this Agreement and, to make any financial and budgetary determinations provided for in this Agreement in conformity with the manner and methodology set forth in the Master Costs Calculation Exhibit.
- Make any revisions to the Master Costs Calculation Exhibit necessitated by the addition of a Subsequent Additional User, Withdrawal of a Party and/or to account for the addition or loss of a Contracted Dispatch Community by a Party, in conformity with the with the manner and methodology set forth in the Master Costs Calculation Exhibit.
- Make any amendment to the Master Costs Calculation Exhibit that revises the manner and methodology of the calculation and distribution of costs contained therein, provided, that such amendment may only be done upon a unanimous vote of the members.

- Make any other necessary decisions, determinations or approvals necessary to ensure the proper and ongoing operation of the Consolidated CAD System.

7.3 Committee to Establish By-laws; Meetings and Voting

The Consolidated CAD Oversight Committee shall establish and be governed by by-laws, which shall be adopted, and subsequently amended, by an affirmative vote of at least two-thirds of its members. The Committee shall have the authority to establish subcommittees, which may include representatives of the Parties and any of the Contracted Dispatch Communities, as the Consolidated CAD Oversight Committee determines appropriate, and to determine the composition of the same. Any subcommittee shall have the authority to make recommendations only to the Consolidated CAD Oversight Committee.

The Consolidated CAD Oversight Committee shall meet at least quarterly at intervals it determines. A quorum shall constitute two-thirds of the Parties. The Consolidated CAD Oversight Committee shall conduct business by a two-thirds majority vote of the members, unless otherwise specified in this Agreement. The meetings of the Consolidated CAD Oversight Committee shall be public meetings operating in conformity with all applicable Ohio Open Meetings and Public Records laws. An employee of the County's Division of Public Safety shall serve as secretary to the Consolidated CAD Oversight Committee, including providing notice of meetings, maintaining minutes of all meetings, and the maintenance and administration of all public records created, received or coming under the jurisdiction of the Committee.

Section 8 Subsequent Additional Users

8.1 Addition of Subsequent Additional Users. In the event that any political subdivision of the State or such other entity authorized to operate a PSAP under the laws of the State and that is in fact operating a PSAP desires to become a Party to this Agreement subsequent to the execution of this Agreement by the Parties, the Consolidated CAD Oversight Committee shall meet and determine whether said entity may become a Subsequent Additional User, which shall require a unanimous vote of the Consolidated CAD Oversight Committee. Upon an affirmative vote of the Consolidated CAD Oversight Committee, the Subsequent Additional User and the Parties to this Agreement shall enter into an amendment whereby the Subsequent Additional User shall become a Party to this Agreement, and as a Party the Subsequent Additional User shall have all rights and obligations of the other Parties to this Agreement, including, but not limited to membership on the Consolidated CAD Oversight Committee.

8.2 Allocation of Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs. At the same meeting wherein the Consolidated CAD System Oversight Committee approves the addition of a Subsequent Additional User, the committee shall also allocate a portion of the consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs as set forth herein, which shall also require a unanimous vote. Any allocation of costs to a Subsequent Additional User shall be done in conformity with the manner and methodology contained in the Master Costs Calculation Exhibit.

In the event a Subsequent Additional User becomes a Party prior to December 31, 2020, the Consolidated CAD Oversight Committee shall (i) allocate a proportionate share of the

Consolidated CAD System Installation Costs to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (ii) further allocate a proportionate share of the Initial Recurring Consolidated CAD System Operating Costs to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (iii) proceed with allocating a portion of the Annual Recurring Consolidated CAD System Operating Costs in future years to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (iv) make any revisions necessary to Exhibits B,C and E of this Agreement to reflect amounts and schedule of payments due by the Subsequent Additional User, and adjustments to all other Parties of the amounts owed, and (v) require the Subsequent Additional User to pay an amount necessary to bring it current to the Parties in terms of sums already paid for Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, and (vi) require the Subsequent Additional User to pay for any new and additional Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs resulting from its becoming a Party to this Agreement (i.e. new licenses, equipment to serve its PSAP and Dispatch Operations needs).

For any Subsequent Additional User becoming a Party on or after January 1, 2021, the Consolidated CAD Oversight Committee shall (i) allocate a portion of the Annual Recurring Consolidated CAD System Operating Costs to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, including any revisions to the then-current Annual Estimated Recurring CAD Costs, and (ii) require the Subsequent Additional User to pay an amount representing a reasonable, fair and equitable contribution towards the amounts already paid by the Parties towards the Consolidated CAD System Installation Costs, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (iii) require the Subsequent Additional User to pay for any new and additional costs related to hardware, software and services needed to enable it to utilize the Consolidated CAD System and any new and additional Recurring Consolidated CAD System Operating Costs resulting from its becoming a Party to this Agreement (i.e. new licenses, equipment to serve its PSAP and Dispatch Operations needs).

The Parties understand and agree that the addition of any Subsequent Additional User, and the necessary adjustments towards the Consolidated CAD System Installation costs and Recurring Consolidated CAD System Operating Costs, and any other payments required hereunder may result in reductions in the amounts owed by the Parties towards Consolidated CAD System Installation costs and Recurring Consolidated CAD System Operating Costs, and the Parties shall use the reconciliation process set forth in Section 5.3 of this Agreement to make any necessary adjustments to the actual amount owed by the Parties, which shall be calculated in conformity with the same manner and methodology contained in the Master Costs Calculation Exhibit

Section 9 Withdrawal of a Party; Formation of a Dispatch Council of Governments

9.1 Generally. No Party may withdraw from this Agreement prior to December 31, 2020. Thereafter, a Party, other than the County, may only withdraw from this Agreement during the Term or any renewal Term upon providing written notice, at least 365 days prior to its date of withdrawal, of its intention to withdraw from this Agreement to all other Parties of this Agreement.

Given the nature of the County's role in this Agreement, the County shall not withdraw during the initial Term of this Agreement and may not withdraw from the Agreement during any renewal Term once that renewal Term has commenced.

In the event any Party withdraws from this Agreement as set forth above, it shall remain obligated hereunder for a pro-rata portion of its Annual Recurring Consolidated CAD System Operating Costs for the calendar year within which it withdraws, and that Party shall not be entitled to any reimbursement of costs that it has paid and/or owes for the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs, pursuant to Sections 2, 3 and 4 of this Agreement, and the Party shall remain obligated therefor and subject to Section 11 for recover of any unpaid costs.

In the event any Party withdraws from this Agreement as set forth above, the remaining Parties understand and agree that the Annual Recurring Consolidated CAD System Operating Costs shall be divided among the remaining Parties, as determined by the Consolidated CAD Oversight Committee, provided that the distribution of the Annual Recurring Consolidated CAD System Operating Costs will be redistributed in conformity with the manner and methodology set forth in the Master Costs Calculation Exhibit.

9.2 Formation of Council of Governments for Consolidated Dispatch Services. In the event that some or all of the Parties become parties to an agreement to form a council of governments pursuant to Chapter 167 of the Ohio Revised Code, the Parties intend to amend this Agreement as necessary, including, but not limited to adding the council of governments as a Subsequent Additional User, providing for the withdrawal of those Parties becoming members of the council of governments, and reconstituting the membership of the Consolidated CAD Ownership Committee and/or the voting rights of the Parties on the Consolidated CAD Ownership Committee, and any other rights or responsibilities of the Parties or any individual Party under this Agreement.

Section 10 Addition or Loss of Contracted Dispatch Communities

The Parties acknowledge that some Parties provide dispatch operations through their PSAPs to certain Contracted Dispatch Communities. The Parties further acknowledge that as a Party may increase or decrease the number of Contracted Dispatch Communities for which it provides dispatch services, that their respective costs for the Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs may need to be adjusted. Therefore, in the event a Party adds or loses a Contracted Dispatch Community, the Consolidated CAD Oversight Committee shall meet and (i) adjust the allocation of the Annual Recurring Consolidated CAD System Operating Costs of the Party who adds or loses the Contracted Dispatch Community, and all other Parties, as a result of the addition or loss of the Contracted Dispatch Community, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (ii) in the event the Contracted Dispatch Community is added or lost prior to December 31, 2020, adjust the allocation of the Consolidated CAD System Installation costs and Initial Recurring Consolidated CAD System Operating Costs for the Party that adds or loses the Contracted Dispatch Community, and all other Parties, as a result of the addition or loss of the Contracted Dispatch Community, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (iii) in the event the Contracted

Dispatch Community is added or lost prior to December 31, 2020, make any revisions necessary to Exhibits B, C and E of this Agreement to reflect amounts and schedule of payments due by all Parties, (iv) require the Party who adds a Contracted Dispatch Community to pay for any new and additional costs related to hardware, software and services needed to enable the Contracted Dispatch Community to utilize the Consolidated CAD System and any new and additional Recurring Consolidated CAD System Operating Costs resulting from its adding a Contracted Dispatch Community (i.e. new licenses, equipment to serve its needs).

Section 11 Term and Renewal.

This Agreement shall commence on **July 1, 2018**, and shall remain in full force and effect until the termination date of **June 30, 2028**, (“Term”). Upon written agreement by all Parties to this Agreement then remaining as Parties to this Agreement, the Term may be renewed for two additional five year terms, provided, however, that the agreement to renew for an additional five year term shall be executed no later than 540 days prior to the expiration of the Term or any renewal Term. This Agreement shall be terminated early prior to the termination date only upon written agreement of all Parties to this Agreement at the time of early termination.

Section 12 Default and Remedy

11.1 Default. It shall be an event of default if any Party fails to pay when due any and all amounts owed by that Party pursuant to this Agreement, including all Exhibits hereto and all payment schedules to be created pursuant hereto. It shall further be an event of default for any Party to fail to perform any other obligation it is obligated to perform pursuant to this Agreement.

In the event an event of default occurs, any Party to this Agreement shall serve to the defaulting Party written notice of the default and a demand that the default be cured within 30 days of the date of the notice of default. In the event the event of default is not cured within 30 days of the date of the notice of default, the non-defaulting Party or Parties may proceed to take any necessary remedy provided in this Section.

11.2 Remedy. Upon the occurrence of an event of default, and as long as the event of default is continuing, any non-defaulting Party may, at its option, exercise any one or more of the following remedies:

- (i) If the event of default is a failure of any Party other than the County to make any payment due to the County when due, the County, through its Fiscal Officer shall be authorized to take the following actions, in addition to any other remedies afforded herein:
 - (a) If a Party 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 defaulting Party’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 defaulting Party'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 defaulting Party'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 defaulting Party'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 defaulting Party pays in full any previously unpaid sums prior to the defaulting Party's First-Half Tax Distribution or Second-Half Tax Distribution, such payment shall satisfy the defaulting Party's obligation to pay said sums and the County's Fiscal Officer shall not proceed to withhold funds pursuant to this Section.

The Parties hereby covenant and agree that they 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 any defaulting Party's First Half Tax Distribution or its Second Half Tax Distribution as provided above in this Section, and the Parties hereby forever irrevocably waive any right they may have to make such contest, provided, however, that nothing contained herein shall be a waiver of a Party'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 a Party.

- (ii) All of the obligations of the Parties under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Parties 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 non-defaulting Party or Parties shall have the right to constitute an appropriate mandamus action to compel action in compliance with this Agreement.
- (iii) Any non-defaulting Party 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.

The defaulting Party 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 non-defaulting Party or Parties with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an event of default has occurred.

No remedy conferred or reserved to a non-defaulting Party 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 Lease 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 non-defaulting Party or Parties 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.

No failure by a non-defaulting Party to insist upon strict performance by the defaulting Party of any provision of this Agreement shall constitute a waiver of the non-defaulting Party'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 defaulting Party to observe or comply with any provision of this Agreement.

Section 12 Miscellaneous Provisions.

12.1 Notice. Any notice, consent, approval, election or waiver required or permitted to be given under this Agreement shall be in writing and sent to a Party by regular mail, or by personal delivery, at such Party's Notice Address or by facsimile.

- a. County Executive, County of Summit
175 South Main Street, 8th floor
Akron, Ohio 44308
With a copy to the Director of Law
E-mail of Finance Director for Billing Purposes:
- b. Mayor, City of Akron, Ohio
166 South High Street, Room 200
Akron, Ohio 44308
With a Copy to the Director of Law
166 South High Street, Suite 202
Akron, OH 44308
E-mail of Director of Finance and Budget for Billing Purposes:
dmiller-dawson@akronohio.gov
- c. Mayor, City of Cuyahoga Falls, Ohio

2310 Second Street
Cuyahoga Falls, Ohio 44221
With a copy to the Director of Law
E-mail of Finance Director for Billing Purposes:

- d. Mayor, City of Fairlawn, Ohio
3487 S. Smith Road
Fairlawn, Ohio 44333
With a copy to the Director of Law
E-mail of Finance Director for Billing Purposes:
- e. Mayor, City of Green, Ohio
1755 Town Park Blvd.
P.O. Box 278
Green, Ohio 44232
With a copy to the Director of Law
E-mail of Finance Director for Billing Purposes:
- f. Mayor, City of Stow, Ohio
3760 Darrow Road
Stow, Ohio 44224
With a copy to the Director of Law
E-mail of Finance Director for Billing Purposes:

12.2 Assignment. With the exception of the creation of a Council of Governments pursuant to Section 9.2 of this Agreement, neither this Agreement nor any rights, duties or obligations described in it may be assigned by any Party without the prior express written consent of the all other Parties to this Agreement.

12.3 Amendments and Modifications. This Agreement may not be amended or modified except by written amendment executed by all Parties to this Agreement.

12.4 Counterparts. This Agreement may be executed in counterpart and 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.

12.5 Severability. If any provision of this Agreement, is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, 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.

12.6 Governing Law and Venue. This Agreement shall be construed, interpreted, enforced, in accordance with the laws of the State of Ohio and any dispute concerning this

agreement shall be brought solely in the Summit County Court of Common Pleas.

Signature Pages to Follow.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each Party by a duly authorized officer as of the date first written above.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz
Director, Department of Law, Insurance
and Risk Management

CITY OF AKRON, OHIO

By: _____
Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve Belfance
Director of Law

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don Walters, Mayor

Approved as to form and correctness:

Russell Balthis
Director of Law

CITY OF FAIRLAWN, OHIO

By:_____
William Roth, Mayor

Approved as to form and correctness:

R. Bryan Nace
Director of Law

CITY OF GREEN, OHIO

By:_____
Gerard Neugebauer, Mayor

Approved as to form and correctness:

William Chris
Director of Law

CITY OF STOW, OHIO

By:_____
Sara Kline, Mayor

Approved as to form and correctness:

Amber Zibritosky
Director of Law

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 2018 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: _____, 2018

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 2018 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: _____, 2018

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 2018 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: _____, 2018

Fiscal Officer's Certificate

CITY OF GREEN, OHIO

The undersigned, Finance Director of the City of Green, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 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 Green, Ohio

Dated: _____, 2018

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 2018 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: _____, 2018

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 2018 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: _____, 2018

EXHIBIT A

TYLER TECHNOLOGIES AGREEMENT

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E