6/26/2015 v2.2

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made and entered into as of _____, 2015 ("Effective Date") by and between the **City of Parma, Ohio**, ("Parma" and sometimes "Landlord") and the **County of Medina County, Ohio** ("Medina County" and sometimes "Tenant") under the following circumstances.

BACKGROUND

A. Parma is an Ohio municipality which provides a variety of public services to the residents in Parma, including but not limited to safety services for the benefit of all persons in the city limits;

B. Medina County is an Ohio county which provides a variety of public services to the residents in Medina County, including but not limited to safety services for the benefit of all persons in the County;

C. Medina County desires to reduce its costs in connection with dispatching its safety services personnel to emergency situations in the areas within Medina County served by the Medina County Sheriff's department dispatch services;

D. In connection with providing safety services to its residents, Parma acquired, owns and operates a Harris' VIDA Core and radio system with dispatch consoles (the "VIDA CORE") to efficiently deploy Parma municipal law enforcement, fire, EMS and other safety service forces upon demand; furthermore, Parma provides access to their Harris radio system to multiple neighboring cities safety forces and service departments;

E. The Radio System and VIDA Core significantly enhance Parma's ability to provide safety services efficiently and effectively to the citizens in Parma;

F. Medina County desires to use and benefit from Parma's VIDA Core which has all of the latest technology and software patches, fixes and up-grades;

G. Parma has entered into a maintenance services agreement with Cleveland Communications, Inc. ("CCI") for the Radio System, in which Parma has agreed to pay for any and all software patches, fixes and up-grades to the Radio System (the "Software FX");

H. Medina County could benefit from Parma's computer software and hardware components, including but not limited to an ISSI & BeOn provided by CCI, as a part of and an enhancing accessory to the VIDA Core (collectively, the "Core") through Parma's Radio System;

I. Medina County has received inquiries from other jurisdictions that desire to obtain the benefits of using Parma's VIDA Core and Radio System in the operation of dispatch services for their safety forces by obtaining access under Medina County's agreement with Parma and through Medina County's fiber optic network;

EXHIBIT
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J. Medina County desires to gain access to the Core, including the ISSI, and to acquire additional BeOn applications for the smart phones used by safety service forces in Medina County;

K. At the request of Medina County, Parma desires to lease to Medina County certain space inside of the VIDA Core which Parma is not using and consents to Medina County's installation of certain parts of the Core on the Radio System subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Background Facts Incorporated into this Agreement. The facts and circumstances as described in the Background section above is hereby incorporated into this Agreement as if fully rewritten herein.

2. Leased Premises. In exchange for Rent paid, subject to the terms and conditions of this Lease, Parma hereby leases and rents to Medina County that certain designated space located inside the Radio System and VIDA Core which are not being used by Parma ("Leased Equipment Space") for any legal radio business operation. Notwithstanding the foregoing, Medina County covenants and agrees that (a) its use of the Leased Equipment Space shall not interfere with Parma's operations and responsibility to provide and dispatch safety services to the public located in Parma's jurisdiction or that of their customers; (b) Medina County's rights to run certain software on hardware installed in the VIDA Core shall not interfere with Parma's providing and dispatching safety services to the public on demand using the Radio System; and (c) Medina County shall provide its own software, hardware and internet connection for Medina County's use and operation in connection with its for profit business operations. Nothing in this Agreement shall be construed to mean that Medina County has any ownership interest in or to the Radio System or VIDA Core.

3. Six year term Rental. In exchange for Leased Equipment Space, Medina County shall pay to Parma Fourteen Thousand Dollars ($14,000) per year for 6 consecutive years starting the first day of the sixth (6th) month following the Effective Date ("the Perpetual Rent Commencement Date")

a. Term. This Agreement shall begin upon the execution and delivery hereof by both parties hereto and shall continue until the last day of the month of Lease Year 6 ("Term"). Thereafter, this Agreement shall automatically renew for the next succeeding six (6) calendar years (each a "Renewal Term") unless either party terminates by written notice delivered to the other party at least sixty (60) calendar days prior to the then expiring term.

4. Insurance. Tenant shall deliver to Landlord evidence of the existence and amounts of liability insurance to cover the liabilities identified in Section 5 above. Tenant shall deliver to Landlord the most current versions of an ACORD 25 Certificate of Liability Insurance in connection with Tenant's liability policy(ies) and an ACORD 28 Evidence of Commercial Property Insurance in connection with Tenant's property policy(ies). Such ACORD Forms shall

name Landlord as an additional insurance and shall be delivered to the Landlord on or before the Effective Date hereof and thereafter, prior to expiration of the policies.

5. Medina County County's Representations and Warranties. Medina County represents and warrants to Parma as follows:

a. Medina County is an Ohio county.

b. This Agreement has been duly executed and delivered by Medina County and constitutes the legal, valid and binding obligation of Medina County, enforceable in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights.

c. There is no action, suit, proceeding or investigation pending, or to Medina County's knowledge, threatened, before any agency, court, or other governmental authority that relates to Medina County's ability to perform its obligations under this Agreement.

6. Parma's Representations and Warranties. Parma represents and warrants to Medina County as follows:

a. Parma is an Ohio municipality.

b. Parma owns the Radio System free and clear of any liens or encumbrances.

c. This Agreement has been duly executed and delivered by Parma and constitutes the legal, valid and binding obligation of Parma, enforceable in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights.

d. There is no action, suit, proceeding or investigation pending, or to Parma's knowledge, threatened, before any agency, court, or other governmental authority that relates to the Radio System or to Parma's ability to perform its obligations under this Agreement.

7. Events of Default. If any one of the following events shall occur (each an "Event of Default"), then the non-defaulting party shall provide written notice to the defaulting party and allow at least fifteen (15) calendar days prior to taking any further legal action:

a. Either party fails to perform any obligation required by such party under this Agreement.

b. Any representation or warranty made by either party under this Agreement proves to be incorrect, false, or misleading.

c. Medina County is unable to gain access to or use of the Leased Equipment Space.

d. A general assignment by either party for the benefit of creditors, or the filing by or against either party of any proceeding under any insolvency or bankruptcy law, unless in the case of a proceeding filed against such party is dismissed within ninety (90) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of such party, unless possession is restored to such party within ninety (90) days, or any execution or other judicially authorized seizure of all or substantially all of such party's assets, unless such seizure is discharged within ninety (90) days.

e. If either party assigns this Agreement in violation of Section 14 below.

8. Default by Medina County. If an Event of Default by Medina County occurs and be continuing beyond any applicable grace period, Parma may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages. Election of one (1) remedy by Parma is not a waiver of other available remedies

9. Default by Parma. If an Event of Default by Parma occurs and be continuing beyond any applicable grace period, Medina County may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages. Election of one (1) remedy by Medina County is not a waiver of other available remedies.

10. Force Majeure. If by reason of Force Majeure either Medina County or Parma is unable in whole or in part to perform or observe that party's obligations under this Agreement, the non-performing party shall not be deemed in default during the continuance of inability, including a reasonable time for the removal of the effect thereof. For the purposes of this Section, "Force Majeure" means and includes acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; order or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; nuclear accidents; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions, breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and shortages of labor, materials, supplies, or transportation.

11. Assignment. Neither Parma nor Medina County may transfer or assign its respective rights and obligations herein to a successor or purchaser without the prior written consent of the other party.

12. Sublease. Parma authorizes Medina County to contract with additional political subdivisions to obtain access to the Radio System and VIDA Core so long as said additional use can be accommodated in the space inside the Radio System and VIDA Core designated for Medina County's use and falls within the limitations otherwise imposed by this agreement and subject to the prior approval of Parma and CCI.

13. Compliance with Law and Standard Practices. Both Parma and Medina County shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices and in compliance with any and all reasonable rules of relative to the Dispatch Facilities located within the Radio System.

14. Notices. All notices, requests and other communications hereunder shall be in writing and shall be sent by any one of the following methods: (i) personally delivered, (ii) US Mail, (iii) national overnight delivery service, or (iii) email or other electronic transmission, addressed to the following addresses (or at such other address as may be designated by either of the parties in a written notice given in accordance with the provisions of this paragraph):

If to Parma, to:	City of Parma 6611 Ridge Road Parma, Ohio 44129 Attn: Michael O'Malley, Safety Services Director Phone: (440) 885-8174 Email: safetydepartment@cityofparma-oh.gov
With a copy to:	Timothy Dobeck, Esq. 6611 Ridge Road Parma, Ohio 44129 Phone: (440) 885-8132 Email: law@cityofparma-oh.gov
If to Medina County, to:	County of Medina Attn: Scott Miller 144 North Broadway Medina County, Ohio 44256 Phone: (330) 722-9201 Email: smiller@Medinaco.org
With a copy to:	Dean Holman, Esq. Medina County Prosecutor Attn: Civil Division 72 Public Square Medina, Ohio 44256 Phone: (330) 723-9536 Email: _____

All such notices, requests and other communications shall be deemed to have been sufficiently given and received for all purposes hereof on the date of actual receipt thereof, or on the date of refusal of delivery by the addressee.

15. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction,

such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

16. Complete Agreement. This Agreement, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified, or terminated except by a written amendment signed by the parties hereto.

17. No Partnership or Joint Venture. It is understood and agreed by the parties hereto that nothing in this Agreement (or any schedules or exhibits attached hereto, if any) is intended or should be construed to in any way create or establish the relationship of partners or a joint venture between Medina County and Parma.

18. Further Documents. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

19. Applicable Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Ohio. Any action to enforce the provisions of this Agreement shall be brought in state court in Cuyahoga County, Ohio. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

20. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

21. Drafting Not to be Construed Against any Party. All parties acknowledge and agree that each has had a full opportunity to review and have input into this Agreement and that any ambiguity found shall not be construed against any party as drafter.

22. Limitation of Liability. In no event, whether as a result of breach of contract, tort liability (including negligence), strict liability, or otherwise, shall either party be liable to the other for special, punitive, incidental, indirect, exemplary, or consequential damages of any nature whatsoever, including loss of profits. Except in the case of fraud or willful misconduct, the parties intend that the waivers, limitation and disclaimers of liability, shall apply even in the event of the fault, negligence (in whole or in part), strict liability, or breach of contract. The parties also intend and agree that such provisions shall continue in full force and effect notwithstanding termination, suspension, cancellation, or expiration of this Agreement.

23. Cooperation. The parties agree to act reasonably in the performance of this Agreement. Wherever either Medina County or Parma's approval is required in this Agreement, it is understood that such approvals shall not be unreasonably withheld, delayed or conditioned unless this Agreement specifically provides that a different standard should apply.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

CITY OF PARMA, OHIO

By: _____
Michael O'Malley
Safety Director

Approved as to form:

By: _____
Timothy Dobeck
Law Director

COUNTY OF MEDINA COUNTY, OHIO

_____
Commissioner

_____
Commissioner

_____
Commissioner

Approved as to form:

By: _____
Medina County Prosecutor