

**Intergovernmental
between
the County of Summit
and
the City of Hudson
for
AT&T Vesta Hosted Solution for E-9-1-1**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the County of Summit, an Ohio Charter County with the principal place of business located at 175 South Main Street, Akron, Ohio (“County”), and the City of Hudson, an Ohio political subdivision with its principal place of business located at 1140 Terex Road, Hudson, Ohio (“City”) (the County and City together, the “Parties”).

WHEREAS, the Ohio Revised Code Section 128 establishes that every county shall establish a 9-1-1 Program Review Committee, and that Committee shall maintain and approve a plan for implementation and operating the county 9-1-1 system (“9-1-1 Plan”); and

WHEREAS, the 9-1-1 Plan shall identify each Public Safety Answering Point (“PSAP”) in the county, indicate how they operate and establish a process for expending funds that the County receives from the State of Ohio 9-1-1 Government Assistance Fund (“9-1-1 Funds”); and

WHEREAS, the County 9-1-1 Plan, adopted on July 9, 2024, has the intention of ensuring that each PSAP within the county has the same technology available to them, for the benefit of public safety; and

WHEREAS, the terms of the County 9-1-1 Plan require the County to use 9-1-1 Funds to support console positions for each PSAP on the AT&T Vesta hosted call handling system under its Master Service Agreement; and

WHEREAS, the City wishes to move two (2) console positions to the County’s AT&T Vesta Master Service Agreement, attached hereto.

Now, therefore, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the Parties hereby agree as follows:

I. AT&T Vesta Solution for E-9-1-1.

- A. The County shall amend their *Vesta Master Service Agreement* with AT&T to include two (2) console positions for the City and utilize 9-1-1 Funds for the cost of those two (2) positions, in accordance with the *AT&T Hosted E9-1-1 Services Pricing Schedule*. Attached hereto as Exhibit A.
- B. Should the City’s PSAP receive more than 10,000 calls per year, for each 10,000 calls 9-1-1 Funds may pay for an additional console position beyond the aforementioned two, as outlined in the 9-1-1 Plan.

- C. If the City wishes to add another position beyond the aforementioned two, and does not meet the call threshold, the City must do so at its own expense, either through an Amendment of this Agreement or on its own.
- D. If the State of Ohio 9-1-1 Funds are no longer be able to support the expense for any of the City's console positions covered under this Agreement or the County 9-1-1 Plan is amended to remove the provision to support PSAP equipment and technology, the City shall be responsible for the cost of any of the City's console positions identified in the County's Master Service Agreement.
- E. The City is responsible for any costs related to the AT&T VESTA E9-1-1 service beyond the costs covered under this Agreement.
- F. Should the City require additional services from AT&T under this Agreement to facilitate console connectivity, those services must be preapproved by the County prior to the start of those services and the County shall invoice the City for those services.

II. Term and Termination.

- A. Either Party may terminate this Agreement, without cause, by giving the other Party thirty (30) days written notice.
- B. Any Amendment to this Agreement, must be in writing and signed by the parties.
- C. This Agreement shall be retroactively effective from August 1st, 2024, until December 31st, 2030, for a term of 5 years and 5 months.

III. Miscellaneous Provisions.

- A. Integration. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- B. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the Parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals with the written consent of the Parties.
- C. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Parties. Subject to such consent, Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- D. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- E. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the Parties agree that the rule of

construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

- F. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.
- G. Notices. All notices required under the terms of this Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to each party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other Parties in accordance with this Section.
- H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.
- I. Forum. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above.

City of Hudson

County of Summit

Thomas Sheridan, City Manager

Ilene Shapiro, County Executive

Date:

Date: _____

Approved as to Form:

Approved as to Form:

Marshal Pitchford, City Solicitor

Brian Harnak, Director
Department of Law & Risk Management