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INTERGOVERNMENTAL AGREEMENT  
between  
COUNTY OF SUMMIT, OHIO  
And  
SUMMIT COUNTY COMMON PLEAS COURT – GENERAL DIVISION  
concerning  
the sharing of internet connectivity

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date of the signature of the County Executive between the County of Summit, Ohio (the "County"), an Ohio county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, by its Executive on behalf of the Office of Information Technology, and the Summit County Common Pleas Court – General Division (the "Court"), with its principal place of business located at 209 S. High Street, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, the County maintains and operates an Office of Information Technology (hereafter "OIT") that provides necessary information systems technology and data processing support to the County and maintains a 100 Mbps internet circuit through Involta which has excess capacity; and

WHEREAS, Court wishes to share said internet circuit; and

WHEREAS, it is necessary for the parties to execute this Intergovernmental Agreement to set forth the rights and duties of the parties concerning the provision of the Services by the County to Court;

WHEREAS, this Intergovernmental Agreement was authorized by County Council by the adoption of County Council Resolution No. 2016-\_\_\_\_\_; and

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the parties agree as follows:

1. Services and Deliverables. The County shall, through its OIT, provide internet to the Court via a 100 Mbps High Availability Internet Connection. The circuit may, from time to time, be upgraded to the extent that usage begins to approach the limits of its capacity.
  - a. The County will maintain a firewall, however the County will not filter or log the Court's internet traffic. If traffic logging by OIT becomes necessary for the purposes of trouble shooting, OIT will first notify the Court of such need prior to commencing traffic logging.
2. Compensation. Court shall pay the County for the shared internet connection \$300 per month.

3. Term and Termination. The term of this Intergovernmental Agreement shall be effective for the period beginning November 1, 2016 and ending October 31, 2017 with two options to renew for one year each. Either party may terminate this Intergovernmental Agreement upon 60 days written notice.
4. Reports and Records. Each party shall maintain and provide to the other upon demand the following records and reports:
  - a. Accounting and fiscal records adequate to enable either party or the State of Ohio or any duly-appointed law enforcement agency to audit either party pertaining to this Intergovernmental Agreement.
  - b. Other records and reports as required by either party to comply with local, State of Ohio and federal statutes and regulations pertaining to this Intergovernmental Agreement.
  - c. All records pertaining to this Intergovernmental Agreement shall be retained and made available for a minimum of three (3) years after the termination of this Intergovernmental Agreement or such longer period as shall be required by the Ohio Public Records Act.
5. Relationship of Parties. The parties agree that the County is serving as an independent contractor as to the provision of the Services to Court. The parties further agree that at no time shall the relationship between the parties under this Intergovernmental Agreement be construed, held out or considered a joint venture or principal-agent.
6. Non-Discrimination. The County and Court agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, Court or their subcontractors, or any person acting on the behalf of the County, Court or their subcontractors, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. The County and Court further agree that the County, Court or their subcontractors, or any person on behalf of the County, Court or their subcontractors, in any manner, shall not discriminate against or intimidate any employee hired for the performance of duties under this Intergovernmental Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The County and Court certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The County and Court agree to comply with all applicable federal,

state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

7. Equal Opportunity Employer. The County and Court expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

8. Intentionally deleted.

9. Miscellaneous.

a. Integration. This Intergovernmental Agreement represents the entire and integrated agreement between the parties. This Intergovernmental Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Intergovernmental Agreement.

b. Amendment and Waiver. This Intergovernmental 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 Intergovernmental Agreement may be amended to achieve additional goals of the County and Court with the written consent of the parties.

c. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other party. Subject to such consent, Intergovernmental 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 Intergovernmental Agreement were taken and that the person executing this Intergovernmental 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 Intergovernmental Agreement with the assistance of legal counsel. Accordingly, the County and Court agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

f. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

g. Severability. If any provision of this Intergovernmental Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Intergovernmental Agreement must continue in full force and effect.

h. Force Majeure. No party will be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

i. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Intergovernmental Agreement, whether of a like or different character.

j. Notices. Every notice and demand required under the terms of this Intergovernmental 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 the other 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 party in accordance with this Section.

k. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

l. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this Intergovernmental Agreement, each party certifies that it is compliance with these provisions.

m. Governing Law. This Intergovernmental 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.

n. Forum. Any litigation arising under this Intergovernmental 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.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have executed this Intergovernmental Agreement.

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
By: Ilene Shapiro, Executive


Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law

Date: \_\_\_\_\_

**SUMMIT COUNTY COMMON PLEAS COURT  
GENERAL DIVISION**

A handwritten signature in cursive script, appearing to read "Tom Teodosio", written over a horizontal line.

By: Hon. Tom Teodosio, Administrative Judge

Date: \_\_\_\_\_