

12-258

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF SUMMIT, OHIO

and

_____ concerning

human resources training provided by the County

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, and _____, an Ohio _____, with its principal place of business located at _____, by its _____.

WITNESSETH:

WHEREAS, the County maintains and operates a Department of Human Resources, which, among other duties, provides human resources training to the County; and

WHEREAS, _____ wishes to utilize said human resources training, provided that it shall be invoiced and shall pay for any such services rendered, consistent with the County's human resources training pricing sheet, attached hereto as Exhibit A and incorporated herein as if fully restated; 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 human resources training by the County to _____;

WHEREAS, this Intergovernmental Agreement was authorized by County Council by the adoption of County Council Resolution No. 2012-_____; and

WHEREAS, this Intergovernmental Agreement was authorized by _____ by the adoption of Resolution No. _____; 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:
 - a. provide human resources training to _____ upon request.
 - b. perform requested services in the same order as all other services that are requested from County offices or other political subdivisions.
 - c. complete all requested services through the County's Department of Human Resources.

- d. provide services to _____ of an equivalent quality provided to County offices or other political subdivisions.

_____ shall submit each request for human resources training to the County either through e-mail to an account provided by the County or by letter in writing to the County. In the event that _____ is not satisfied with the quality of particular training provided, then Barberton shall contact the Director of the County's Department of Human Resources to discuss quality issues.

2. Compensation. Barberton shall pay the County for human resources training as set forth in Exhibit A, attached hereto and incorporated herein as if fully restated. The County may make changes to the prices set forth in Exhibit A. If the County makes such changes, it shall notify _____ at least 10 days before doing so and provide _____ with an amended price list. Such an amended price list shall become Amended Exhibit A to this Agreement. The County shall invoice _____ upon completion of training and _____ shall pay invoices within 30 days of receipt.

3. Term and Termination. The term of this Intergovernmental Agreement shall be effective as of the date of signature of the County Executive and continue until terminated by either party. Either party may terminate this Intergovernmental Agreement upon 60 days written notice. Upon termination of the Intergovernmental Agreement, the County shall complete any previous requested human resources training and _____ shall pay the County for all completed human resources training.

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 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.

5. Relationship of Parties. The parties agree that the County is serving as an independent contractor as to the provision of human resources training to _____. 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 _____ agree that in the hiring of

employees for the performance of their duties under this Intergovernmental Agreement, the County, _____ or their subcontractors, or any person acting on the behalf of the County, _____ 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 _____ further agree that the County, _____ or their subcontractors, or any person on behalf of the County, _____ 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 _____ certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The County and _____ 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 _____ 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. Release. The County will not be liable and is released from any claims, causes of action (including, but not limited to, negligence), or expenses of any kind or nature which are asserted against _____ due to human resources training provided by the County at _____'s request. _____ acknowledges _____ and understands that the County's insurance carrier only provides insurance coverage for the County and its employees acting within the scope of their employment. _____ is not provided insurance coverage under the County's insurance policy and _____ must provide for its own insurance policy or self-insurance coverage.

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 _____ 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 _____ 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 must 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 signed this Intergovernmental Agreement effective as of the date signed by the County's Executive.

COUNTY OF SUMMIT, OHIO

By: Russell M. Pry, Executive

By:

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deborah S. Matz
Law Director

By:

Date: _____

Date: _____

EXHIBIT A



COUNTY OF SUMMIT
THE HIGH POINT OF OHIO
RUSSELL M. PRY, EXECUTIVE

External Training Budget

Class	Cost	Time	Total Cost
STANDARD CLASSES			
Substance Abuse Awareness	\$150 per hour	2hrs	\$300 per class
Diversity	\$150 per hour	2hrs	\$300 per class
Harassment/Sexual Harassment	\$150 per hour	2hrs	\$300 per class
Ethics	\$150 per hour	2hrs	\$300 per class
Communication Techniques	\$150 per hour	2hrs	\$300 per class
Conflict Resolution	\$150 per hour	2hrs	\$300 per class
Customer Service	\$150 per hour	2hrs	\$300 per class
Conducting Effective Meetings	\$150 per hour	2hrs	\$300 per class
Delegation of Authority	\$150 per hour	2hrs	\$300 per class
Interviewing and Hiring	\$150 per hour	2hrs	\$300 per class
Motivating to Get the Most From Employees	\$150 per hour	2hrs	\$300 per class
Performance Management	\$150 per hour	2hrs	\$300 per class
Time Management	\$150 per hour	2hrs	\$300 per class
Workplace Violence	\$150 per hour	2hrs	\$300 per class
SUPERVISOR TRAINING	\$150 per hour	4wks = 32hrs	\$4,800 total
COMPUTER CLASSES			
Introduction to Computers	\$200 per person	4hrs.	\$200 per person
Word Level 1	\$200 per person	4hrs.	\$200 per person
Word Level 2	\$200 per person	4hrs.	\$200 per person
Excel Level 1	\$200 per person	4hrs.	\$200 per person
Excel Level 2	\$200 per person	4hrs.	\$200 per person