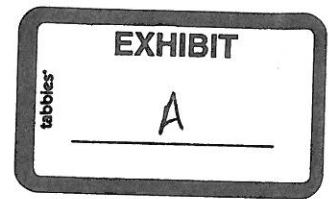


13-423



INTERGOVERNMENTAL AGREEMENT
between
THE COUNTY OF SUMMIT, OHIO
and
THE CITY OF AKRON
concerning
Internal Audit Department Services

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 the City of Akron (the "City"), an Ohio City, with its principal place of business located at 166 South High Street, Akron, OH 44308, by its Mayor.

WITNESSETH:

WHEREAS, the County maintains and operates an Internal Audit Department (IAD); and

WHEREAS, the City wishes to utilize IAD to perform auditing services on an as needed basis for different departments within the City; 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 auditing services by IAD to the City;

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

WHEREAS, this Intergovernmental Agreement was authorized by the City by the adoption of Ordinance No. 63-2013;

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

1. IAD Reponsibilities. The IAD shall:
 - a. Upon written request by the City, IAD shall develop a scope of services and estimated cost for the requested work and obtain approval for that work from the Summit County Audit Committee.
 - b. Perform requested services in accordance with Generally Accepted Government Auditing Standards as issued by the Comptroller General of the United States and in the same manner as such services are performed for County offices or other political subdivisions.
 - c. Invoice the City for work completed within 30 days of the issuance of a final report by IAD.

2. City Responsibilities. The City shall submit each request for IAD Services to the County in writing. Upon completion of the services City shall pay IAD's invoice 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 for a period of three years. The agreement may be renewed for two additional terms of three years upon agreement of the parties. Either party may terminate this Intergovernmental Agreement upon 60 days written notice. Upon termination of the Intergovernmental Agreement, IAD shall complete any pending services and the City shall pay the County for those services.

4. Payment. IAD shall develop an estimated cost for each request for services based upon the fee schedule attached as exhibit A. Any increase in the cost of work beyond the estimated amount must be approved in advance by the City. IAD shall, upon completion of the work, invoice the City within 30 days. Payment shall be made by the City to the address set forth on the invoice.

The rates set forth in exhibit A are subject to change. Prior to the change City will be notified.

5. General Terms and Conditions.

a. 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 the City agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

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

c. 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.

d. 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.

e. 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.

f. 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.

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

h. 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.

i. 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.

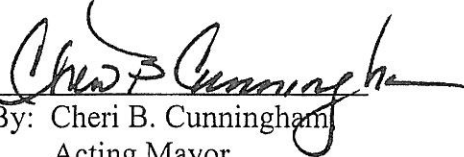
(End of text. Execution on following page.)

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

CITY OF AKRON

By: Russell M. Pry, Executive


By: Cheri B. Cunningham
Acting Mayor

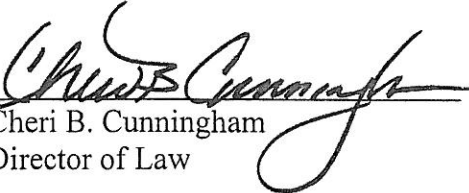
Date: _____

Date: 9/11/13

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
CORRECTNESS:

Deborah S. Matz
Director of Law, Insurance and Risk
Management


Cheri B. Cunningham
Director of Law

Date: _____

Date: 9/11/13

Exhibit A

Internal Audit Billing Rates

<u>Title</u>	<u>Hourly Rate</u>
Director	\$110
Deputy Director	100
Senior Auditor	85
Staff Auditors (3)	75

DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. ____-2013.

Diane L. Miller-Dawson
Director of Finance

Must be completed by Division/Department:

Contract not to exceed: \$ _____

Originating Division: _____

Contact Person: _____ Phone: _____

Banner Distribution (by year)

Year	2013	2014	2015	future	<u>Total</u>
Amount (to encumber)					
Fund					
Org.					
Account					
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

Health Insurance

Contract Number:

(To be completed by Accounting) _____

Date: _____