

17-058

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT
D.B.A. SUMMIT COUNTY HEALTH DISTRICT
AND THE
COUNTY OF SUMMIT, OHIO
FOR THE PROVISION OF PHARMACEUTICAL DISPOSAL SERVICES
BY THE COUNTY OF SUMMIT SHERIFF

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Summit County Combined General Health District d.b.a. Summit County Public Health (hereinafter "SCCGHD") with its office located at 1867 West Market Street, Akron Ohio 44313 and the County of Summit, Ohio, as duly authorized by County Council Resolution No. _____ enacted on _____, 20____ with its offices located at 175 South Main Street, Akron, Ohio 44308 through the Summit County Sheriff's Department (hereinafter "Sheriff") with its office located at 53 University Avenue, Akron, Ohio 44308.

WHEREAS, this Agreement supersedes and replaces the Memorandum of Understanding between Sheriff and SCCGHD, originally executed February of 2011 and amended May 19, 2011 and August 13, 2015.

WHEREAS, Sheriff is responsible for delivering collected pharmaceuticals to the Ross Environmental Services incinerator facility in Elyria, Ohio (hereinafter "Service") as part of the Summit County pharmaceutical disposed unused medical prescription program (hereinafter "D.U.M.P. program");

WHEREAS, it is necessary for the parties to execute this Agreement to set forth the rights and duties of the parties concerning the provision of Service by Sheriff to SCCGHD;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the following terms and conditions shall apply to the Agreement:

1. List of Participating Police Departments. The police departments participating in the pharmaceutical D.U.M.P. program effective as of November 1, 2016 are as follows: Akron City Police, Barberton City Police, Bath Township Police, Copley Police, Cuyahoga Falls Police, Fairlawn Police, Hudson Police, Macedonia City Police, Munroe Falls Police, New Franklin Police, Norton Police Department, Richfield Township Police, Stow Police Department, Tallmadge Police, Twinsburg Police and the Summit County Sheriff (Green- Sheriff Training Center).
2. The participating police departments shall transport the collected pharmaceuticals to Sheriff's facility.

SCCGHD Contract No. 136866

EXHIBIT A

3. Sheriff assures that the departments have DEA approval for transporting and storing pharmaceuticals.
4. Not to Exceed-Reimbursement Amount. SCCGHD will reimburse the Sheriff at the rate of \$50.00 per hour to transport unused pharmaceuticals to the Service for incineration. Such reimbursement shall not exceed \$14,400 per calendar year unless an amendment to this Agreement is made by parties hereto in writing.
5. SCCGHD will be responsible for the costs to incinerate the pharmaceuticals.
6. Sheriff will remain at the Service to witness the incineration of the unused pharmaceuticals it transports to the facility.
7. Sheriff is responsible for making an appointment with Service to drop off and incinerate the collected pharmaceuticals for delivery.
8. Sheriff will request reimbursement by completing the Contract Hours Request for Payment Form. This form will be mailed or faxed to the Summit County Combined General Health District, 1867 W. Market St., Akron, OH 44318, attention Julie Brown.
9. Term and Termination. The term of this Agreement shall be effective upon the date of execution and shall continue for one year, until amended in writing, or until terminated by one or more parties. This Agreement may be canceled by either party upon thirty (30) days' written notice of such cancellation transmitted in accordance with the terms and conditions set forth in Section 12, paragraph C. Upon cancellation of this Agreement, the SCCGHD will be relieved of further obligation under this Agreement and will in no event be obligated to pay for any services not actually performed by Sheriff.
10. Equal Opportunity Employment. The County and SCCGHD 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.
11. Non-Discrimination. The County and SCCGHD agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, SCCGHD or their subcontractors, or any person acting on the behalf of the County, SCCGHD 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 SCCGHD further agree that the County, SCCGHD or their subcontractors, or any person on behalf of the County, SCCGHD 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 SCCGHD certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The County and SCCGHD agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

12. Miscellaneous:

- a. Assignment. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- b. Relationship of Parties. The parties agree that the Sheriff is serving as an independent contractor as to the provision of Service to SCCGHD. The parties further agree that at no time shall the relationship between the parties under this Agreement be construed, held out or considered a joint venture or principal-agent.
- c. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

Julie Brown, Supervisor, Environmental Services
Summit County Health District
1867 West Market Street,
Akron, OH 44313

Bill Holland, Inspector
Summit County Sheriff's Department
53 University Avenue
Akron, Ohio 44308

- d. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, pertaining to the provision of services. This Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement, which shall be severable.
- 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 Agreement

remedy or any other right or remedy, including any remedy, for a future breach of this Agreement, whether of a like or a different character.

- f. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be litigated in the Akron Municipal Court or in the Summit County Court of Common Pleas and each party submits itself to the jurisdiction and venue of those courts.
- g. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
- h. Insurance. The County will carry and maintain in force at all times relevant professional liability insurance and provide SCCGHD proof of coverage upon request. SCCGHD will carry and maintain in force at all times relevant property and comprehensive general liability insurance and provide the County with proof of coverage upon request.
- i. 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 SCCGHD. SCCGHD acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and the Sheriff's Office and the Deputies acting within the scope of their employment. SCCGHD is not provided insurance coverage under the County's insurance policy and the SCCGHD must provide for its own insurance policy or self-insurance coverage.
- j. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel.
- k. Force Majeure. Neither 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.
- l. Headings. The headings contained in the Agreement are for the convenience of reference only and will not define or limit any of the terms or provisions hereof.
- m. Remedies/Waiver. The remedies contained in this Agreement will be cumulative and additional to any other remedies provided in law or equity. If the Sheriff or SCCGHD fails to perform an obligation, and SCCGHD or the Sheriff waives that

failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by SCCGHD or the Sheriff is not effective unless it is in writing signed by SCCGHD or the Sheriff. A delay or failure of SCCGHD or the Sheriff 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 Agreement, whether of a like or a different character.

- n. Compliance with Laws. The Sheriff and SCCGHD agree to abide by all Federal, State of Ohio, and Local laws, statutes, ordinances, resolutions, rules and regulations applicable to this Agreement, including but not limited to those obligations addressed either directly or indirectly in this Agreement.

- o. Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute one and the same agreement. In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect.

All other terms of this Agreement shall remain in full force and effect.

Intending to be legally bound, the parties hereto execute this Intergovernmental Agreement.

SUMMIT COUNTY COMBINED GENERAL
HEALTH DISTRICT

COUNTY OF SUMMIT, OHIO

Donna Skoda 1-25-17
Donna Skoda, Health Commissioner Date

Ilene Shapiro, County Executive Date

SUMMIT COUNTY SHERIFF

APPROVED AS TO FORM:

Steve Barry, Sheriff Date

Deborah S. Matz, Law Director Date

APPROVED AS TO FORM AND LEGAL CONTENT

Tabitha Stearns
Tabitha Stearns, Assistant Prosecuting Attorney
Summit County, Ohio

Prosecutor Opinion No: _____
Date: 1/25/2017