

17-258

INTERGOVERNMENTAL AGREEMENT
between
COUNTY OF SUMMIT, OHIO
and
THE CITY OF AKRON, OHIO
concerning
per capita funding for sustainment of
vehicles and equipment used by the Special Operations Response Teams

THIS INTERGOVERNMENTAL AGREEMENT is made as of _____, 2017 (the "Effective Date") between the County of Summit, Ohio (the "County"), an Ohio charter county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, by its Executive, and the City of Akron, Ohio (the "City"), an Ohio charter municipal corporation, with its principal place of business located at 166 South High Street, Akron, Ohio 44308, by its Mayor.

WITNESSETH:

WHEREAS, the County maintains the Summit County Emergency Management Agency, which is funded by monies paid to the County by political subdivisions within the County pursuant to an Emergency Management Agency Agreement ("EMA Agreement"); and

WHEREAS, the City houses various vehicles and equipment purchased by the County and used by the Special Operations Response Teams ("SORT"), and performs routine preventive maintenance on the SORT vehicles and equipment; and

WHEREAS, the City and County agreed to have one third (1/3) of the per capita funding collected from the City returned to the Akron Fire Department to sustain and maintain certain of the SORT vehicles and equipment; 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 funds paid hereunder by the County to City; and

WHEREAS, this Intergovernmental Agreement was authorized by Emergency Management Executive Committee by the adoption of **Resolution No.** _____; and

WHEREAS, this Intergovernmental Agreement was authorized by County Council by the adoption of **County Council Resolution No. 2017-**_____; and

WHEREAS, this Intergovernmental Agreement is entered into in accordance with Section 2 of the Charter of the City of Akron, and was authorized by Akron City Council on _____ by the adoption of **Ordinance No.**_____.

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

1. Obligations of City and County. The City shall house and perform routine preventative maintenance, including performing oil changes and brake inspections, calibrating meters, and replacing filters for certain SORT vehicles, as outlined in Exhibit A, and equipment while they are being housed by the City of Akron (the "Services"). One third (1/3) of the funds paid annually to the County by the City pursuant to the EMA Agreement shall be returned to the City to be used for the Services and for the purchase of parts, equipment and supplies for SORT vehicles.
2. Term and Termination. The term of this Intergovernmental Agreement shall run concurrently with the EMA Agreement, beginning on the Effective Date. Either party may terminate this Intergovernmental Agreement upon 150 days written notice. Further, should the EMA Agreement be terminated, this Intergovernmental Agreement shall also automatically terminate. Upon termination of the Intergovernmental Agreement, the County shall pay to the City a prorated portion of the per capita funds received prior to the termination.
3. 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.
4. Relationship of Parties. The parties agree that the City is serving as an independent contractor as to the provision of the Services to the County. 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.
5. Non-Discrimination. The County and the City agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, the City or their subcontractors, or any person acting on the behalf of the County, the City 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 the City further agree that the County, the City or their subcontractors, or any person

on behalf of the County, the City 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 the City certify that they do not maintain and they will not permit their employees to perform services at any facilities segregated in violation of law. The County and the City agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding employment discrimination.

6. Insurance. As authorized by section 2744.11 of the Ohio Revised Code, the City agrees to assume all liability for damages arising out of injury, death, or loss to persons or property caused by the City and/or any of its officer's, employee's or permitted user's operation or maintenance of the County owned vehicle. The City agrees to insure the vehicle for physical damage while the vehicle is in their care, custody and control for damage resulting from the City's operation, use or maintenance of the vehicle or while being used during an emergency. The County owns the vehicle and agrees to be solely responsible for any claims or suits arising out of the County's ownership of the vehicle that arise when it is not in use and while garaged, irrespective of garaging location.

7. 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, provided that the EMA Agreement shall remain in full force and effect.
- 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 City with the written consent of the parties.
- c. 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.
- d. 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 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.

- e. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
- f. 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.
- g. 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.
- h. 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.
- i. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- j. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Intergovernmental Agreement, each party certifies that it is compliance with these provisions.
- k. 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.
- l. 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.
- m. Approval. Any provision of this Intergovernmental Agreement requiring the approval of the City shall be interpreted as requiring the approval of the Mayor or his/her authorized designee. Any provision of this Intergovernmental Agreement requiring the approval of the County shall be interpreted as requiring the approval of the _County Executive or his/her authorized designee.

The parties have signed this Intergovernmental Agreement effective as of the Effective Date.

COUNTY OF SUMMIT, OHIO

By: Ilene Shapiro, Executive

Date: _____

APPROVED AS TO FORM:

Deborah S. Matz
Director, Department of Law

Date: _____

CITY OF AKRON

By: Daniel Horrigan, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Eve V. Belfance
Director of Law

Date: _____

