

17-204

**Intergovernmental Agreement
Between the
County of Summit and the cities of
Akron, Barberton, Stow and Tallmadge
Regarding the Matrix Case Management System**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 2017 between the County of Summit, Ohio, a county and political subdivision organized and existing under the laws of the State and its Charter (the "County"), and the City of Akron, Ohio, the City of Barberton, the City of Cuyahoga Falls, the City of Stow and the City of Tallmadge, all Ohio, municipal corporations organized and existing under the laws of the State and their respective Charters (the "Cities"). Capitalized words and terms not defined elsewhere in this Agreement shall have the meanings assigned to them in Section 1.2 hereof.

RECITALS:

A. The County and the Cities are currently managing their criminal case loads by various means.

B. By cooperating to purchase and implement a coordinated case management system, each jurisdiction will be better able to manage its case load in addition to being able to transfer cases up to the County level upon indictment without additional data entry.

C. The County has obtained grant funds through the Victims of Crime Act ("VOCA") in order to offset the cost of the purchase of a new case management system and has identified Matrix Pointe Software as the system that would work in an environment with multiple users at different levels ("New System") and which includes a module which will permit the parties to track information and demographics related to victims of crime. As noted in the grant application, this system will specifically allow Victim Advocates to track and report the data required by VOCA automatically and on demand which will alleviate the task of having to combine each advocates' statistics, and keep each advocate from having to discern each cases' statistics individually, thus allowing advocates more time to focus on assisting victims. As VOCA grant tracking requirements change, this system will be able to accommodate those changes.

D. The County intends to acquire the New System and to include the Cities in the purchase of the New System pursuant to the terms and conditions of this Agreement, and the Cities intends to use the New System pursuant to such terms and conditions.

E. The Council of the County of Summit approved this agreement in Res. No. _____. The Council of the City of Akron approved this agreement in Res. No. _____. The Council of the City of Barberton approved this agreement in Res. No. _____. The Council of the City of Cuyahoga Falls approved this agreement in Res. No. _____. The Council of the City of Stow approved this agreement in Res. No. _____. The Council of the City of Tallmadge approved this agreement in Res. No. _____.

NOW, THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the County and the Cities hereby agree as follows:

Section 1. Definitions

1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms used in this Agreement are defined in Section 1.2.

1.2 Definitions. The following are defined terms in this Agreement:

“Agreement” means this Intergovernmental Agreement, as amended or supplemented from time to time.

“Cities” means the City of Akron, Barberton, Cuyahoga Falls, Stow and Tallmadge, Ohio, municipal corporations organized under the laws of the State and their respective Charters.

“Matrix Agreement” means all necessary software installation/implementation, maintenance, license and subscription agreements between Matrix and the County, as amended or supplemented from time to time in accordance with their terms, under which the County will acquire the New System, which agreement will be substantially in the form attached hereto as Exhibit A.

“County” means the County of Summit, Ohio, a county and political subdivision organized under the laws of the State and its Charter.

“Legislative Authority” means, as to the County, the County Council of the County, and, as to the Cities, their respective City Councils.

“Matrix” means Matrix Pointe Software, its successors and assigns.

“New System” means Matrix Pointe Software .

“Operative Documents” means this Agreement, the Matrix Agreement, and any other documents delivered by the parties hereto in connection with any of the foregoing.

“Parties” means the County and the Cities.

“Person” means firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Quarterly Subscription Payments” means the amount of the Quarterly Subscription Payments set forth in Exhibit B to be made by the Cities when due under this Agreement in accordance with Section 3.

1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

Section 2. Cooperative Arrangement

2.1. Cooperative Agreement. To promote and enhance public safety and the protection of victims of crime in the Cities and the County, the County and the Cities have determined to cooperate with one another in undertaking purchase and use of the New System in accordance with the terms of this Agreement and any other Operative Documents.

2.2. Provision of New System. In furtherance of the Agreement the County agrees to enter into the Matrix Agreement and to undertake purchase of the New System in accordance with the terms of the Matrix Agreement (Exhibit A).

2.3 Financing Purchase of New System. The County will pay the cost to purchase and install the New System. The Cities will each make a project contribution as set forth on Exhibit B within 45 days of being billed by the County for their proportional share. Each party will be responsible for its own data conversion cost.

Section 3. Subscription Payments

3.1 Covenant to Make Subscription Payments. The Cities each covenant and agree that they shall make each Quarterly Subscription Payment, as listed on Exhibit C, when due on each date set forth below, commencing with March 31, 2018:

March 31

June 30

September 30

December 31

If the last day of the quarter falls on a weekend or holiday, the Quarterly Subscription Payment shall be due on the last business day of that month.

3.2 Payments in Arrears. Quarterly Subscription Payments made by the cities are paid in arrears. The County will pay the subscription payments when due and will bill the Cities per the schedule above. If the County terminates the Matrix Agreement, the Cities agree to pay the prorated portion of the Quarterly Subscription Payment due up to the point of termination.

Section 4. Miscellaneous Provisions

4.1 Term of Agreement. This Agreement shall remain in full force and effect from the date hereof for a period of five years.

4.2 Termination. The County may terminate the Matrix Agreement at any time pursuant to the terms of that agreement. Notice of intent to terminate by the County shall be given to the Cities ____ days prior to notice being given to Matrix.

4.3 Notice. Any notice, consent, approval, election or waiver required or permitted to be given under this Agreement shall be in writing and sent to a Party by regular mail, or by personal delivery, at such Party's Notice Address or by facsimile.

- a. County Executive, County of Summit
175 South Main Street, 8th floor
Akron, Ohio 44308
With a copy to the Law Director
- b. Mayor, City of Akron
166 South High Street, Room 200
Akron, Ohio 44308
With a Copy to the Law Director
- c. Mayor, City of Barberton
576 West Park Ave., Suite 100
Barberton, Ohio 44203
With a copy to the Law Director
- d. Mayor, City of Cuyahoga Falls
2310 Second Street
Cuyahoga Falls, Ohio 44221
With a copy to the Law Director
- e. Mayor, City of Stow
3760 Darrow Road
Stow, Ohio 44224
With a copy to the Law Director
- f. Mayor, City of Tallmadge
46 North Avenue
Tallmadge, Ohio 44278
With a copy to the Law Director

4.4 Assignment. Neither this Agreement nor any rights, duties or obligations described in it may be assigned by any Party without the prior express written consent of the other Parties.

4.5 Amendments and Modifications. This Agreement may not be amended or modified except by written instrument signed by the Parties.

4.6 Counterparts. This Agreement may be executed in counterpart and in any number

of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

4.7 Severability. If any provision of this Agreement, is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

4.8 Governing Law. This Agreement shall be construed, interpreted, enforced, and the rights of the Parties determined, in accordance with the laws of the State of Ohio.

(signatures on following page)

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each Party by a duly authorized officer as of the date first written above.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz
Director, Department of Law, Insurance
and Risk Management

CITY OF AKRON, OHIO

By: _____
Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve Belfance
Director of Law

CITY OF BARBERTON, OHIO

By: _____
William Judge, Mayor

Approved as to form and correctness:

Lisa Okolish Miller
Director of Law

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don Walters, Mayor

Approved as to form and correctness:

Russell Balthis
Director of Law

CITY OF STOW, OHIO

By: _____
Sara Kline, Mayor

Approved as to form and correctness:

Amber Zibritosky
Director of Law

CITY OF TALLMADGE, OHIO

By: _____
David Kline, Mayor

Approved as to form and correctness:

Megan Raber
Director of Law

EXHIBIT A – MATRIX SOFTWARE AGREEMENT(S)

EXHIBIT C – SUBSCRIPTION PAYMENTS

Quarterly Subscription Cost

County	\$24,000.00
Akron	\$16,560.00
Barberton	\$ 4,080.00
Cuyahoga Falls	\$ 1,440.00
Stow	\$ 1,440.00
Tallmadge	<u>\$ 480.00</u>
Total	\$48,000.00

EXHIBIT B – Project Contribution

Project Contribution

Akron	\$51,750.00
Barberton	\$12,750.00
Cuyahoga Falls	\$4,500.00
Stow	\$4,500.00
Tallmadge	<u>\$1,500.00</u>
Total	\$75,000.00