

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**THE COUNTY OF SUMMIT, OHIO**  
**and**  
**SUMMIT COUNTY COMBINED**  
**GENERAL HEALTH DISTRICT**  
**Dbas SUMMIT COUNTY PUBLIC HEALTH**  
**concerning**  
**THE PROVISION OF SECURITY SERVICES BY THE SUMMIT COUNTY**  
**SHERIFF**

**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 charter county, with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, through the Summit County Sheriff's Department ("Sheriff"), with its offices located at 53 University Ave., Akron, OH 44308, and the Summit County Combined General Health District dba Summit County Public Health ("SCPH"), an Ohio county combined general health district, having its principal place of business located at 1867 West Market Street, Akron, Ohio, 44313, by Donna Skoda, M.S, R.D., L.D., its Health Commissioner.

**WITNESSETH:**

**WHEREAS**, the County Sheriff offers its services for after-hours security to SCPH; and

**WHEREAS**, SCPH wishes to utilize the Sheriff as its after-hours security; 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 after-hours security to SCPH by the Sheriff;

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

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

1. The Sheriff shall:
  - a. Provide a Deputy Sheriff to SCPH for four (4) four-hour-shifts on Mondays, Tuesdays, Wednesdays, and Thursdays, from 4:00PM to 8:00PM at the Fairway Center located at 1867 W. Market St. Akron, OH 44313.
  - b. Provide a Deputy Sheriff to SCPH for one (1) three-hour-shift on Wednesdays from 4:00PM to 7:00PM at the Arlington Center located at 1400 South Arlington Street #28, Akron OH 44306.
  - c. Provide security services that include, but are not limited to, monitoring

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for potential criminal acts against SCPH staff, buildings, property, and clients, and general surveillance.

d. Invoice SCPH for security services on a monthly basis by the tenth (10<sup>th</sup>) day of each month.

2. SCPH shall:

a. Provide payment for timely invoices.

b. Provide space for the Deputy Sheriff and building access, if required.

3. Compensation. The Sheriff shall charge thirty dollars and zero cents (\$30.00) per hour worked for up to a total of nine hundred ninety eight (998) hours. Total payments for hourly pay for the year 2018 shall not exceed twenty nine thousand six hundred and forty dollars (\$29,640.00). With respect to hourly pay, fringe benefits will be paid as follows: 18.1% PERS, Workers Comp. 1.18% and Medicare 1.45%, for a total amount not to exceed six thousand one hundred and forty four dollars (\$6,144.00). Total payments (hourly pay plus fringe benefits) made pursuant to this Agreement shall not exceed thirty five thousand seven hundred and eighty four dollars (\$35,784.00).

4. Term and Termination. The term of this Intergovernmental Agreement shall be through December 31, 2018. Either party may terminate this Intergovernmental Agreement upon 60 days written notice. Upon termination SCPH shall only be responsible for paying for services actually received. There is no termination fee.

5. 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.

6. Relationship of Parties. The parties 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.

7. Non-Discrimination. The County and SCPH agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, SCPH or their subcontractors, or any person acting on the behalf of the County, SCPH or their subcontractors, shall not discriminate by reason of race, creed, sex, disability,

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

8. Equal Opportunity Employer. The County and SCPH 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.

9. 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 SCPH due to its hiring practices and use of this system. SCPH 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. SCPH is not provided insurance coverage under the County's insurance policy and SCPH must provide for its own insurance policy or self-insurance coverage.

10. 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 SCPH with the written consent of the parties.

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- 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 SCPH 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

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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.)

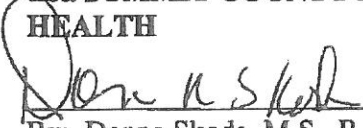
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Intending to be legally bound, the parties have entered into this Intergovernmental Agreement as of the date signed by the County's Executive.

COUNTY OF SUMMIT, OHIO

SUMMIT COUNTY COMBINED  
GENERAL HEALTH DISTRICT  
dba SUMMIT COUNTY PUBLIC  
HEALTH

\_\_\_\_\_  
By: Ilene Shapiro, Executive

  
\_\_\_\_\_  
By: Donna Skoda, M.S., R.D., L.D.,  
Health Commissioner

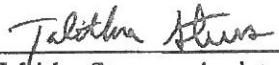
Date: \_\_\_\_\_

Date: 12/20/17

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Tabitha Stearns, Assistant Prosecutor  
Pros. Op. #17-129

Date: \_\_\_\_\_

Date: 12/12/2017

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**Sheriff Steve Barry**

County of Summit • State of Ohio

*December 11, 2017*

*Effective January 1, 2018 the extra detail hourly rates, for the Summit County Sheriff's Office will be as follows:*

<i>Security Details</i>	<i>\$30.00 per hour</i>
<i>Traffic Details</i>	<i>\$32.00 per hour</i>
<i>Funeral Escorts</i>	<i>\$80.00 per escort within Summit County</i>
<i>Funeral Escorts</i>	<i>\$100.00 per escort outside Summit County</i>
<i>Funeral Escort Retention Fee</i>	<i>\$5.00 per escort</i>
<i>Funeral Escort Cruiser Fee</i>	<i>\$20.00</i>
<i>Detail Commander</i>	<i>\$34.00 per hour</i>
<i>Detail Supervisor</i>	<i>\$32.00 per hour</i>
<i>Cruiser Fee</i>	<i>\$20.00 per hour</i>
<i>Detail Retention Fee</i>	<i>\$3.00 per hour per deputy</i>
<i>Holiday Details (Security &amp; Traffic)</i>	<i>\$35.00 per hour (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4<sup>th</sup> and Labor Day)</i>

*The exception will be:*

*All Summit County Sheriff Deputies scheduled to work extra details in municipalities in which their Law Enforcement maintains a higher pay scale, will be paid the rate of that municipality. ALL details will be four (4) hour minimum details.*

*Hiring and scheduling of ALL extra details must be done through this writer (330)643-2862.*

*Should you have any questions call me at the above listed number.*

**STEVE BARRY**  
*Sheriff, County of Summit*

A handwritten signature in black ink that reads "Dave Hills".

**Dave Hills**  
*Special Operations*

Administration / Operations • 53 University Avenue • Akron, Ohio 44308-1679  
Phone 330-643-2181 • Fax 330-434-2701  
Summit County Jail • 205 East Crosier Street • Akron, Ohio 44311-2351  
Phone 330-643-2171 • Fax 330-253-4138