

INTERGOVERNMENTAL AGREEMENT  
between  
COUNTY OF SUMMIT, OHIO  
And  
THE CITY OF AKRON  
concerning  
the provision of services by Office Services

THIS INTERGOVERNMENTAL AGREEMENT ("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.

**INTRODUCTION:**

**WHEREAS**, the City and the County in the past have used their own separate facilities, employees and equipment to perform large copying jobs and document production ("Office Services") at significant financial cost; and

**WHEREAS**, the City and County have previously entered into an agreement whereby they share office services such as copying and mail delivery using shared employees and the equipment and facilities of the County; and

**WHEREAS**, the parties wish to continue to generate cost savings by sharing such resources;

**WHEREAS**, this Intergovernmental Agreement was authorized by County Council by the adoption of **Resolution No. 2019-\_\_\_\_\_**; and

**WHEREAS**, this Intergovernmental Agreement was authorized by Akron's City Council by the adoption of **Ordinance No. 66-2019**;

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

1. Use of Facilities. During the term of this agreement and any renewal or extension thereof, the parties shall continue to use the County Office Services facility located on the second floor of the Ohio Building, 175 South Main Street, Akron, Ohio ("Copy Center").
2. Use and Ownership of Equipment. The ownership interest in any equipment owned or leased by either party that is located in the Copy Center shall not change, despite being located in a County facility. All existing and any new equipment that is purchased or leased by either party shall be used by both parties equally for their office services needs unless otherwise agreed to by the parties.

The cost of any new equipment leased by the County for use in the Copy Center, will be approved by the City and the cost of the lease shall be shared equally between the parties during the term of the equipment lease. If this Agreement is terminated prior to the expiration of the equipment lease, both parties will continue to be responsible for their pro-rated share of the cost of the lease until the expiration of said lease.

3. Purchase of Paper and Supplies. All paper products for the Copy Center shall be purchased by the County at bulk discounts. The County shall invoice the City and the City shall pay the County for paper used on City jobs completed at the Copy Center. The County will also supply paper to City departments for their use, for which the City will pay the County at a rate to be agreed upon between the parties. The County shall procure all supplies necessary to provide the services set forth in this agreement. The County shall invoice the City for half of the cost of all supplies and the City shall pay said invoice.

4. Employees Working at the Copy Center. Both parties shall ultimately maintain responsibility for supervising their own employees at the Copy Center. The County's Office Services Manager will provide daily oversight of both City and County employees and will be responsible for assigning daily work assignments and prioritizing work requests from both City and County departments. Employees of both the City and the County working at the Copy Center shall provide services to both City and County offices including delivery services to City and County Facilities. No term in this agreement is intended to alter any collective bargaining agreements, create new employer-employee relationships, or change or create duties with regard to workers' compensation.

The parties may determine from time to time that it is financially beneficial to share employees working in the Copy Center. In the event the City and County decide to share in the cost and services of an employee of either party, the City and County shall mutually agree upon a reimbursement rate and the services to be provided by the employee. During the term of this agreement, the City and County will share in the cost of the County's Technical Print System's Operator, with the City reimbursing 30% of the actual cost of this position. The County's Technical Print System's Operator shall perform printing, binding and all other services historically provided by the position for both the City and County during this term.

5. Rates for Services. The City and the County shall, from time to time, agree to standardized rates that shall be charged for services performed at the Copy Center. Rate amounts shall be the same for the City and the County.

6. Chargebacks, forms and support documentation. The County shall provide the City, on a monthly basis, the information necessary for the City to charge its departments for their use of the Copy Center, in a format acceptable to the City. The County shall also maintain all documentation necessary to support the departmental charges and invoices presented to the City, including but not limited to work orders, paper requisitions, online job submittals, purchase orders, and vendor invoices. The County also agrees to provide a

uniform set of work order and paper requisition forms for use by both County and City departments.

7. Information Technology Support. The County and City agree to work cooperatively to provide the Information Technology (IT) support necessary to allow electronic job submittal for both City and County departments.

8. Term and Termination. The term of this Intergovernmental Agreement shall be effective for five years beginning January 1, 2019 and ending December 31, 2023 with one option to renew for an additional 5 years. Either party may terminate this Intergovernmental Agreement with 30 days written notice. Upon termination of the Intergovernmental Agreement, the County shall complete any previously requested Services and the City shall pay the County for all completed Services.

9. 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.

10. Relationship of Parties. The parties agree that the County is serving as an independent contractor as to the provision of the Services to the City and the County shall make no representations to the contrary. 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.

11. 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 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 by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity and sexual orientation as defined in Section 101.02 of the Codified Ordinances of the County of Summit. 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, shall not discriminate in any manner 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 sexual orientation as defined in Section 101.02 of 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 segregated facilities. The County and the City agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

12. Equal Opportunity Employer. The County expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments. The County agrees to abide by the terms and conditions of Section 34.03 of the Code of Ordinances of the City of Akron (“Section 34.03”) concerning public contracts in carrying out all work outlined in this Agreement. The text of Section 34.03 is incorporated by reference and made a part of this Agreement as if fully written herein.

13. Insurance. The City 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. The City is not provided insurance coverage under the County's insurance policy and the City must provide for its own insurance policy or self-insurance coverage.

14. Miscellaneous.

a. 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.

b. 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.

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. Force Majeure. No party will 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.

h. 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.

i. 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.

j. Entire Agreement. This Agreement states the complete, final, and exclusive agreement of the Parties concerning the subject hereof and supersedes all prior written agreements, promises, representations, negotiations, and other communications between the Parties. This Agreement may be modified from time to time as agreed by both Parties.

k. Compliance with Laws. Each party agrees to comply with all Federal, State, and City laws and ordinances.

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.

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

**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 Belfance  
Law Director

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