

## EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
COUNTY OF SUMMIT, DEPARTMENT OF COMMUNITY AND ECONOMIC  
DEVELOPMENT AND THE AKRON METROPOLITAN HOUSING AUTHORITY  
FOR THE PROVISION OF SERVICES RELATING TO COORDINATING  
ABATEMENT AND REMEDIATION OF LEAD HAZARDS**

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the Akron Metropolitan Housing Authority (hereinafter "AMHA") with its office located at 100 W. Cedar St., Akron Ohio 44307 and the County of Summit, Ohio, through the Department of Community and Economic Development (hereinafter "County"), as duly authorized by County Council Resolution No. \_\_\_\_\_ enacted on \_\_\_\_\_, 20\_\_ with its offices located at 175 South Main Street Room 207, Akron, Ohio 44308.

**WHEREAS**, this Agreement authorizes the County to receive reports about lead hazards in AMHA-owned residential properties in Summit County from the Summit County Combined General Health District (SCCGHD) and to coordinate remediation or abatement activities to remove or restrict access to those identified lead hazards by entering into contracts with licensed contractors; and

**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 the County to AMHA;

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

1. The County and AMHA agree to be bound by all applicable regulations and requirements set forth by the Ohio Department of Health and the United States Department of Housing and Urban Development surrounding the removal or abatement of lead in residential structures.
2. The County agrees to perform the following activities:
  - a. Receive Lead Risk Assessments and Scopes of Work from SCCGHD for properties owned by AMHA.
  - b. Perform all administrative services surrounding the job projects by:
    - i. Providing staff estimates for work scopes as provided
    - ii. Preparing bid packets in Public Purchase for each structure
    - iii. Posting, publicly on Public Purchase each job project to inform contractors
    - iv. Conduct pre-bid meetings for contractors at each unit
    - v. Reviewing and assessing for completeness each bid packet that is submitted
    - vi. Select the lowest most responsible bidder and notify the contractor
    - vii. Facilitating agreements between County and contractor to complete work according to regulations and the work scope

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- viii. Monitor jobs to ensure that permits were obtained (if necessary) and all work is done in accordance with the work scope for all job projects
    - ix. Monitor all jobs for Davis Bacon Prevailing Wage compliance
    - x. Process payment of the contractors for the work done, and
    - xi. Submit invoice packets, which will include copies of all documents from the contractors, for reimbursement to AMHA in a timely manner
  - c. Provide sufficient trained, licensed and registered staff to provide services as appropriate.
  - d. Ensure accountability for the delivered services and outcomes specified in this Agreement by maintaining comprehensive records to be provided to AMHA. AMHA will be the final repository for all records compiled by this Agreement.
  - e. Provide all documents to AMHA for record retention.
3. AMHA agrees to pay the County an amount not to exceed \$400,000 over the five-year term of this Agreement. The total amount includes \$315,000 for lead abatement direct services and \$85,000 for administrative costs. The County will bill AMHA quarterly for services provided in the preceding quarter.
4. Term and Termination. The term of this Agreement shall be for five years commencing March 1, 2019 and terminating February 28, 2024, until extended in writing by agreement of the parties. This Agreement may be canceled by either party upon thirty (30) days' written notice of such cancellation. Upon cancellation of this Agreement, AMHA 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 the County.
5. Equal Opportunity Employment. The County and AMHA 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.
6. Non-Discrimination. The County and AMHA agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, AMHA or their subcontractors, or any person acting on the behalf of the County, AMHA 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 AMHA further agree that the County, AMHA or their subcontractors, or any person on behalf of the County, AMHA 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 or sexual orientation as defined in Section 101.02 of the Codified Ordinances of the County of Summit. The County and AMHA certify that they do not maintain and they will not permit their employees to perform services at any segregated facilities. The County and

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AMHA agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

7. Reports and Records. AMHA and County agree that each shall maintain and provide to the other upon demand the following records and reports: Accounting and fiscal records adequate to enable the requesting party and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other records and reports as required by the requesting party to enable it to comply with local, state and federal statutes and regulations. The County shall have the right to audit which includes the right of the County's internal auditing department to access any proprietary software and hardware systems to audit and verify compliance including but not limited to generating system reports and summaries, verifying passwords and other security protections and verifying proper functioning. Vendor shall maintain all records related to this Agreement and the administration of the program for three (3) years after the County makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the three (3) year period, Vendor shall retain the records until completion of the action and all issues that arise from it or until the end of the three year period, whichever is later.
8. 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 County is serving as an independent contractor as to the provision of Service to AMHA. 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:

Holly Miller, Senior Administrator  
Department of Community and Economic Development  
County of Summit, OH  
175 S. Main St. Room 207  
Akron, OH 44308

Laura A. Williams, Construction Director  
Akron Metropolitan Housing Authority  
100 W. Cedar St.  
Akron, OH 44307

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- 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 AMHA proof of coverage upon request. AMHA 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 AMHA. AMHA acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and the employees acting within the scope of their employment. AMHA is not provided insurance coverage under the County's insurance policy and AMHA 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,

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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 AMHA or the County fails to perform an obligation, and AMHA or the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by AMHA or the County is not effective unless it is in writing signed by AMHA or the County. A delay or failure of AMHA or the County 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 County and AMHA 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.

End of text, signatures appear on the next page.

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

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
Ilene Shapiro, County Executive      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah S. Matz, Law Director      Date  
County of Summit

**AKRON METROPOLITAN HOUSING AUTHORITY**

\_\_\_\_\_  
Brian M. Gage, Executive Director      Date