

15-065

INTERGOVERNMENTAL AGREEMENT  
between  
THE COUNTY OF SUMMIT, OHIO  
and

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concerning  
HUMAN RESOURCE INFORMATION SYSTEM

**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, by its Executive, and \_\_\_\_\_, by its \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the County maintains and operates a Human Resource Information System within the County through a third party vendor, PeopleAdmin, Inc. (the "HRIS"); and

**WHEREAS**, \_\_\_\_\_ wishes to utilize the HRIS; 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 access to the HRIS by \_\_\_\_\_;

**WHEREAS**, this Intergovernmental Agreement was authorized by County Council by the adoption of **County Council Resolution No. 2014-**\_\_\_\_\_; and

**WHEREAS**, this Intergovernmental Agreement was authorized by \_\_\_\_\_ by the adoption of \_\_\_\_\_; and

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

1. The County shall:
  - a. provide access to the HRIS to \_\_\_\_\_ by obtaining a license from PeopleAdmin, Inc. for its use.
  - b. assign user rights and passwords to designated personnel.
  - c. perform maintenance and upgrades of the HRIS as necessary.
  - d. provide training in the use of the HRIS to designated personnel.
  - e. provide a contact for providing help-desk assistance.
  
2. \_\_\_\_\_ shall:
  - a. Utilize the HRIS in accordance with the County's policies and procedures;
  - b. Abide by the terms and conditions of County's license.

EXHIBIT A

c. Abide by the terms and conditions of County's agreement with PeopleAdmin, Inc. concerning the HRIS.

3. Compensation. Upon the execution of this Agreement by the County Executive, \_\_\_\_\_ shall pay the County a combined implementation and annual fee of \_\_\_\_\_ for use of the HRIS from \_\_\_\_\_ through \_\_\_\_\_. \_\_\_\_\_ agrees to pay the County an annual fee of \_\_\_\_\_ for use of the HRIS from \_\_\_\_\_ through \_\_\_\_\_. \_\_\_\_\_ agrees to pay the County an annual fee of \_\_\_\_\_ for use of the HRIS from \_\_\_\_\_ for a total amount which may be less than, but shall not exceed, \_\_\_\_\_ for the three year term of this Agreement. Payment shall be made by \_\_\_\_\_ through a journal entry to be made through the County's Department of Finance and Budget.

4. Term and Termination. The term of this Intergovernmental Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. Either party may terminate this Intergovernmental Agreement upon 60 days written notice. Upon termination of the Intergovernmental Agreement, \_\_\_\_\_ shall be credited through a second journal entry for the portion of the annual fee from the date of termination forward. The annual fee of \_\_\_\_\_ for the period from \_\_\_\_\_ through \_\_\_\_\_, which includes set up and implementation costs for \_\_\_\_\_ shall not be refunded in the event of termination by either party.

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 \_\_\_\_\_ agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, \_\_\_\_\_ or their subcontractors, or any person acting on the behalf of the County, \_\_\_\_\_ 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 \_\_\_\_\_ further agree that the County, \_\_\_\_\_ or their subcontractors, or any person on behalf of the County, \_\_\_\_\_ 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 \_\_\_\_\_ certify that they do not maintain and they will not permit their employees to perform services at any segregated facilities. The County and \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ due to its hiring practices and use of this system. \_\_\_\_\_ 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. \_\_\_\_\_ is not provided insurance coverage under the County's insurance policy and \_\_\_\_\_ 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 \_\_\_\_\_ with the written consent of the parties.

## EXHIBIT A

- 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 \_\_\_\_\_ 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

## EXHIBIT A

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.)

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**

\_\_\_\_\_

By: Russell M. Pry, Executive

By: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

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

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