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

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 county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, by its Executive on behalf of the Office of Information Technology, 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.

WITNESSETH:

WHEREAS, the County maintains and operates an Office of Information Technology (hereafter "OIT") that provides necessary information systems technology and data processing support to the County; and

WHEREAS, the City wishes to utilize said services, provided that the scope of services shall be as described and shall be subject to the pricing set forth on Exhibit A attached hereto (the "Services") and such Services shall be invoiced and the City shall pay for any such Services rendered, consistent with the terms set forth on Exhibit A; 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 the Services by the County to City;

WHEREAS, this Intergovernmental Agreement was authorized by County Council by the adoption of **County Council Resolution No. 2016-_____**; and

WHEREAS, this Intergovernmental Agreement was authorized by the Akron City Council by the adoption of **Ordinance No. _____**; and

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

1. Services and Deliverables. The County shall, through its OIT,
 - a. provide the Services to the City in accordance with terms and conditions set forth in Exhibit A attached hereto;
 - b. perform requested Services in the same order as all other services that are requested from County offices or other political subdivisions; and
 - c. provide Services to the City by qualified personnel and of an equivalent quality as provided to County offices or other political subdivisions.

EXHIBIT A

2. Compensation. The City shall pay the County for the Services in accordance with the terms and conditions set forth in Exhibit A.
3. Term and Termination. The term of this Intergovernmental Agreement shall be effective for the period beginning _____, 2016 and ending _____, 201_ with two options to renew for 1 year each. Either party may terminate this Intergovernmental Agreement upon 60 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 and pending Services.
4. 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.
5. 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. 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.
6. 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 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 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, 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 the City certify that they do not maintain and they will not permit their employees from performing 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.

7. Equal Opportunity Employer. The County and the City 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.

8. 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.

9. 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 City with the written consent of the parties.

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 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.

- 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 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.

The parties have signed 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:

Eve Belfance
Law Director

Date: _____

EXHIBIT A

THE SERVICES

A. **Project Consulting.** Upon request, the Chief Information Officers shall provide project planning and consulting services to the City in order to assist the City with planning and budgeting for future upgrades to the City's IT Assets. All consulting services provided under this Intergovernmental Agreement shall be provided at a rate of \$90.00/ hour, billed in increments of .25 hours.

B. **Help-Desk Services.** The OIT shall provide remote or telephonic help-desk services to the City upon request of the City. All help-desk services shall be available to the City during regular business hours. During regular County business hours, the OIT shall respond to any City request for assistance in two to four hours. All help-desk services provided under this Intergovernmental Agreement shall be provided at a rate of \$40.00/ hour, billed in increments of .25 hours.

C. **Network Support.** The OIT shall provide additional network support services including but not limited to network, server disaster recovery, security, document management and other related services. All network support services provided under this Intergovernmental Agreement shall be provided at a rate of \$60.00/ hour, billed in increments of .25 hours.

D. **Additional Services.** The County and the City may mutually agree in writing to the provision of additional services to be provided to the City under this Intergovernmental Agreement and the terms and conditions of such services.

H. **Pricing Revisions; Payment.** The County in its discretion may make changes to the above. If the County makes such changes, it shall notify City at least 10 days before doing so and provide City with an amended price list.

Billing for the services set forth in this Scope of Services shall be made by the County to the City on a (QUARTERLY/MONTHLY) basis. The City shall pay all such invoices within 30 days of receipt.

Any additional services provided which require the County to invoice the City separately under this Intergovernmental Agreement shall be invoiced at the completion of such services. The City shall pay invoices within 30 days of receipt.