

# Intergovernmental Agreement

2017-RL7  
EXHIBIT "A"

Between

County of Summit  
City of Akron  
City of Cuyahoga Falls  
City of Fairlawn  
City of Green  
City of Stow  
City of Tallmadge

For Payment of Consultant Costs Associated with

**Project 1: Consolidated Computer Assisted Dispatch System (All Parties)**

And

**Project 2: Consolidation of Dispatch Operations (All Parties Except Akron)**

---

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Summit ("County"), 175 S. Main St., 8<sup>th</sup> Floor, Akron, OH 44308, the City of Akron ("Akron"), 166 High St., Akron, OH 44308, the City of Cuyahoga Falls ("Cuyahoga Falls"), 2310 Second St., Cuyahoga Falls, OH 44221, the City of Fairlawn ("Fairlawn"), 3487 S. Smith Rd., Fairlawn, OH 44333, the City of Green ("Green"), 1755 Town Park Blvd., Green, OH 44685, City of Stow ("Stow"), 3760 Darrow Rd., Stow, OH 44224 and the City of Tallmadge ("Tallmadge"), 46 North Ave., Tallmadge, OH 44278. Throughout this Agreement, the parties are identified simply as "the Parties," meaning all parties to this Agreement, "the CAD Consolidation Parties," meaning all parties to this Agreement, and the "Dispatch Operation Consolidation Parties," meaning all parties to this Agreement except Akron, as more fully set forth below.

Whereas, the Parties, through the County, have issued a request for proposals, have received various proposals and have reviewed said proposals from certain consultants to provide consulting services for two related projects:

- (i) Project 1: for the CAD Consolidation Parties, services to identify a vendor for a Consolidated Computer Operated Dispatch System ("Consolidated CAD System") to be owned by the County and jointly used and paid for by the CAD Consolidation Parties, to negotiate terms with the identified CAD system vendor, and to assist the CAD Consolidation Parties with the implementation of the same ("Project 1"); and
- (ii) Project 2: for the Dispatch Operation Consolidation Parties, services to assist the Dispatch Consolidation Parties with potentially consolidating

their respective dispatch operations into a single dispatch operation, including, but not limited to, location, governance, budget and cost allocation, operations and protocol, and staffing structure ("Project 2").

Whereas, following the receipt and review of the aforementioned proposals, the Parties have identified MCM Consulting Group, Inc. of Saint Marys, Pennsylvania as their preferred consultant ("Dispatch Consultant"), and have negotiated a scope of services ("Scope of Services") and an associated budget for the Dispatch Consultant's services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

Whereas, the Parties desire that the County enter into a Professional Services Agreement with the Dispatch Consultant to provide the services identified in the Scope of Services, at the cost identified in the Scope of Services; and

Whereas, the Parties further desire to share in the cost of the Dispatch Consultant's services in the amounts set forth in this Agreement; and

Whereas, the Parties desire to enter into this Agreement to provide for the County's engagement of the Dispatch Consultant and the sharing of the cost of the same.

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Term and Termination.** The term of this Agreement shall commence on the effective date of this Agreement, as set forth above, and shall terminate upon the conclusion of the Dispatch Consultant's services as set forth in the Scope of Services.

This Agreement may be terminated early in the event a majority of the parties hereto determine it necessary to terminate this Agreement. In such event, each Party desiring to terminate this Agreement shall notify all other parties in writing of their desire to terminate this Agreement, and shall further request in that writing that the County take the actions necessary to terminate the Dispatch Consultant's Professional Services Agreement, as set forth therein. In the event of a termination of this Agreement, the County shall terminate the Dispatch Consultant's Professional Services Agreement, but each Party hereto shall remain liable for its proportionate share of the cost of the Dispatch Consultant's services through the date of the termination of the Dispatch Consultant's Professional Services Agreement.

2. **Engagement of Dispatch Consultant.** The Parties acknowledge that they followed the process set forth in Section 177.08 of the Codified Ordinances of the County of Summit for the selection of the Dispatch Consultant. Upon execution of this Agreement or sooner, the County shall use its best efforts to obtain the approval of its Board of Control and Council of the Dispatch Consultant's Professional Services Agreement under Section 177.08 of the Codified Ordinances of the County of Summit and shall enter into the same with the Dispatch Consultant. Additionally, the Parties understand and acknowledge that, due to certain timing requirements related to State of Ohio funding for a portion of the Consolidated CAD System, the County may subdivide the Professional Services

Agreement and instruct the Dispatch Consultant to begin services related to Project 1 prior to the execution of this Agreement by all Parties. In such event, the Parties agree that any services rendered by the Dispatch Consultant prior to the execution of this Agreement that are within the Scope of Services shall be eligible costs for which the County can reimburse itself proportionately out of the funds paid by the communities pursuant to Section 4 of this Agreement.

3. Allocation of Consultant Costs Between the Parties. The Parties hereby agree that each shall be responsible for the payment of the following share of the Dispatch Consultant's costs, which shall not exceed a total cost of \$196,875.00:

Project 1: Consolidated CAD System – Total Cost \$144,000.00

County	\$36,000.00	25%
Akron	\$36,000.00	25%
Cuyahoga Falls	\$14,400.00	10%
Green	\$14,400.00	10%
Fairlawn	\$14,400.00	10%
Stow	\$14,400.00	10%
Tallmadge	\$14,400.00	10%

Project 2: Dispatch Operations Consolidation - \$52,875.00

County	\$17,625.00	33.33%
Cuyahoga Falls	\$7,050.00	13.33%
Green	\$7,050.00	13.33%
Fairlawn	\$7,050.00	13.33%
Stow	\$7,050.00	13.33%
Tallmadge	\$7,050.00	13.33%

4. Payment of Consultant Costs. The County shall pay the Dispatch Consultant directly for all services rendered pursuant to the Dispatch Consultant's Professional Services Agreement. Each other Party shall pay to the County, no later than January 31, 2018, its respective share for costs for Project 1 and Project 2, as set forth in Section 3, above. Payment shall be sent to County of Summit, Department of Finance and Budget, Attn: Brian Nelsen, 175 S. Main St., 7<sup>th</sup> Floor, Akron, OH 44308. Upon receipt of the same, County shall segregate said funds in a separate account for each project, and shall reimburse itself proportionately from each project account for all costs paid directly to the Dispatch Consultant for each project.

In the event that the cost for the Dispatch Consultant's services do not equal or exceed the cost for Project 1 or Project 2, respectively, as set forth in Section 3, then County shall reimburse each other Party its proportionate share of the unspent funds for that project. Each Party may direct the County, in writing, to allocate any remaining balance in a project account to pay for any additional costs it is responsible for in the other project account.

The CAD Consolidation Parties must unanimously agree to incur any additional costs for the Dispatch Consultant's services related to Project 1, and the Dispatch Operation Consolidation Parties must unanimously agree to incur any additional costs for the Dispatch Consultant's services related to Project 2. In the event that the cost for the Dispatch Consultant's services exceed the cost for either Project 1 or Project 2, respectively, as set forth in Section 3, then the necessary Parties shall contribute their proportionate share of the additional cost to the County within thirty (30) days of agreement to pay the same, provided, however, that, if available, a Party can request funds to be transferred in accordance with the preceding paragraph, or, in the event the additional services for either Project 1 or Project 2 are for the benefit of only one of the parties, then that Party will pay for the full cost of the same.

5. Dispatch Consultant's Work Product. Each of the CAD Consolidation Parties shall have access to the Dispatch Consultant's work product as it pertains to Project 1, and each of the Dispatch Operation Consolidation Parties shall have access to the Dispatch Consultant's work product as it pertains to Project 2, and the County shall ensure access to said work product for each other Party. Each Party's right to Dispatch Consultant's work product is expressly conditioned upon that Party complying with all payment terms set forth in this Agreement.
6. Amendment or Modification. This Agreement may be amended or modified by the unanimous agreement of the Parties provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing and signed by a duly authorized representative of each Party.
7. Integration. This Agreement represents the entire and integrated Agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
8. Capacity to Execute. Each Party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective Party to the terms and conditions contained herein.
9. Compliance with Applicable Laws. Each Party agrees to comply with all applicable federal, state and local laws, orders, rules and regulations in its performance under this Agreement.
10. Waiver. The remedies contained in this Agreement will be cumulative, and additional to any remedies provided in law or equity. No waiver of a breach of any provision of this Agreement will constitute a waiver of any other provisions.
11. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this Agreement be construed, held out or considered a joint venture, principal-agent or employer-employee.

12. Governing Law. This 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. Any litigation arising under this Agreement must be litigated in Summit County, Ohio.

IN WITNESS WHEREOF, the parties hereby sign this Agreement effective as of the date first written above.

COUNTY OF SUMMIT

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

Approved as to form and correctness:

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

CITY OF AKRON

\_\_\_\_\_  
Dan Horrigan, Mayor Date

Approved as to form and correctness:

\_\_\_\_\_  
Eve Belfance Date  
Director of Law

CITY OF CUYAHOGA FALLS

\_\_\_\_\_  
Don Walters, Mayor Date

Approved as to form and correctness:

Russell Balthis Director of Law	Date
------------------------------------	------

CITY OF GREEN

Gerard Neugebauer, Mayor Date

Approved as to form and correctness:

Diane Calta  
Director of Law

CITY OF FAIRLAWN

William J. Roth, Jr., Mayor	Date
-----------------------------	------

Approved as to form and correctness:

R. Bryan Nace  
Director of Law

CITY OF STOW

Sara Kline, Mayor Date

Approved as to form and correctness:

Amber Zibritosky  
Director of Law

Date

CITY OF TALLMADGE

\_\_\_\_\_  
David G. Kline, Mayor

\_\_\_\_\_  
Date

Approved as to form and correctness:

\_\_\_\_\_  
Megan Raber  
Director of Law

\_\_\_\_\_  
Date