

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT
AND THE
CITY OF GREEN
FOR THE PROVISION OF PUBLIC HEALTH SERVICES**

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the Summit County Combined General Health District d.b.a. Summit County Public Health (hereinafter "SCCGHD"), an Ohio general health district, with its office located at 1867 West Market Street, Akron, Ohio 44313 and the City of Green, Ohio, (hereinafter "Green"), a charter municipal corporation, with its offices located at 1755 Town Park Blvd. Uniontown, OH 44685 as duly authorized by City Council Ordinance [REDACTED] (hereinafter, "the Ordinance") enacted on [REDACTED].

WHEREAS, Green passed the Ordinance on [REDACTED], and

WHEREAS, pursuant to R.C. 3709.281, SCCGHD may perform any function or render any service on behalf of the City Council upon the execution of a written agreement, and

WHEREAS, the parties intend to make clear their intention for the enforcement of the Ordinance.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree to the following:

1. SCCGHD shall enforce the Ordinance, on behalf of Green pursuant to R.C. 3709.281 and shall comply with all requirements placed upon SCCGHD provided in the Ordinance.
2. Pursuant to the Ordinance, the SCCGHD may issue civil penalties for violations of Section 636.20 of the Codified Ordinances of the City of Green, and shall collect fines in amounts provided in that section. All fines collected by SCCGHD shall be utilized for efforts to prevent smoking initiation by persons under the age of 21 or for efforts to promote smoking cessation, including supports for those who will no longer be able to purchase cigarettes or other tobacco products pursuant to this section.
3. Prior to any enforcement of the Ordinance, SCCGHD must adopt regulations relating to the enforcement of the Ordinance.
4. SCCGHD shall not be entitled to any compensation for enforcement of the Ordinance pursuant to this Agreement.

Miscellaneous Terms

- A. **Term and Termination**. The term of this Agreement shall be effective upon the date of execution and shall continue until terminated by one or more parties. This Agreement may be canceled by either party upon 30-days written notice of such cancellation transmitted in

- accordance with the terms and conditions set forth in Section F of this Agreement. Upon cancellation of this Agreement, SCCGHD shall retain no authority to enforce the Ordinance
- B. Equal Opportunity Employment. Green and SCCGHD 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.
 - C. Non-Discrimination. Green and SCCGHD agree that, in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, Green, SCCGHD, or their subcontractors, or any person acting on the behalf of Green, SCCGHD, or their subcontractors shall not discriminate by reason of race, creed, sex, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, color or gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit, or 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. Green and SCCGHD further agree that Green, SCCGHD, or their subcontractors, or any person on behalf of Green, SCCGHD, 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, or military status as defined in section 4112.01 of the Ohio Revised Code, color or gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit, or sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. Green and SCCGHD certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. Green and SCCGHD agree to comply with all applicable federal, state, and local laws, orders, rules, and regulations, as amended, regarding discrimination.
 - D. 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.
 - E. Relationship of Parties. At no time shall the relationship between the parties under this Agreement be construed, held out or considered a joint venture or principal-agent.
 - F. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when posted in the United States mail by certified mail addressed to the following.

Notices to the City of Green:

Mayor, Gerard Neugebauer,
City of Green
1755 Town Park Blvd.
Uniontown, OH 44685
with a copy to

Director of Law, William Chris
City of Green
1755 Town Park Blvd.
Uniontown, OH 44685

Notices to SCCGHD:

Public Health Commissioner
Summit County Public Health
1867 West Market Street
Akron, Ohio 44313

- G. 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 the services contemplated by this Agreement. 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.
- 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 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.
- I. 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 agrees to submit itself to the jurisdiction and venue of those courts.
- J. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
- K. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel.
- L. 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, 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.
- M. 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.
- N. Remedies/Waiver. The remedies contained in this Agreement will be cumulative and additional to any other remedies provided in law or equity. If Green or SCCGHD fails to perform an obligation, and SCCGHD or Green waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by SCCGHD or Green is not effective unless it is in writing signed by SCCGHD or Green. A delay or failure of SCCGHD or Green 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.

- O. Compliance with Laws. Green and SCCGHD 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.
- P. 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.

All other terms of this Agreement shall remain in full force and effect.

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

**SUMMIT COUNTY COMBINED GENERAL CITY OF GREEN, OHIO
HEALTH DISTRICT**

Donna Skoda, Health Commissioner Date

Gerard Neugebauer, Mayor Date

Approved as to form and correctness:

William Chris, Director of Law Date