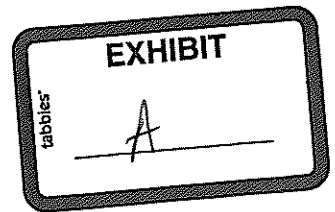


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COOPERATIVE AGREEMENT

(Sharing of Office Services between the County of Summit and the City of Akron)

This Cooperative Agreement ("Agreement") is entered into between the County of Summit, an Ohio political subdivision, with its principal place of business located at 175 South Main Street, Eighth Floor, Akron, Ohio 44308, executed by Russell M. Pry, Executive ("County") and the City of Akron, an Ohio municipal corporation, with its principal place of business located at 166 South High Street, Akron, Ohio 44308, executed by Donald L. Plusquellic, Mayor ("City").

INTRODUCTION

WHEREAS, the City and the County have used their own separate facilities, employees and equipment to perform large copying jobs and document production ("Office Services") at significant financial cost; and

WHEREAS, the City and the County will save a substantial amount of money by sharing the expenses of equipment, facilities and combining their purchase of supplies for Office Services; and

WHEREAS, the City and the County wish to share the above resources to effect substantial cost savings for both parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the parties agree as follows:

SECTION 1 – USE OF FACILITIES

For the Term of this Agreement as defined in Section 9, both parties shall use the facility currently used by the County for their Office Services needs, which is located on the Second Floor of the Ohio Building, 175 South Main Street, Akron, Ohio ("Copy Center").

SECTION 2 – USE AND OWNERSHIP OF EQUIPMENT

All equipment owned or leased by either party prior to the effective date of this Agreement that is used for Office Services ("Equipment") shall be located at the Copy Center for the Term of this Agreement. The ownership or lease interest in such Equipment shall remain unchanged by this Agreement. All Equipment and New Equipment (as defined below) shall be used by either party at the Copy Center for their Office Services needs on an equal basis, or as otherwise agreed by the parties.

SECTION 3 - LEASE OF EQUIPMENT AND PAYMENT

All Equipment being leased by either party prior to the effective date of this Agreement shall continue in accordance with its lease terms and payments made by the respective leasing party. However, the other party shall pay one half of the lease payments to the leasing party until that lease expires or this contract terminates, whichever shall occur first.

Prospectively, the County, with the approval of the City, shall lease any new equipment necessary for the efficient operation of Office Services for both parties ("New Equipment"). The City shall pay the County one half of the amount due under each lease for all New Equipment for the term of each lease unless this Agreement is terminated by the City prior to the expiration of the lease term. If the Agreement terminates, both parties will be responsible for their pro-rated share of expenditures.

SECTION 4 – PURCHASE OF PAPER AND SUPPLIES

All paper products for the Copy Center shall be purchased by the County at bulk discounts. The County shall invoice the City, and the City shall pay the County, for paper used on City jobs at the Copy Center and for paper supplied to City departments for their use, at rates agreed to between the parties. Additionally the County shall invoice the City, and the City shall pay the County for one half of all supplies purchased for the Copy Center for the purpose of providing the services outlined in this agreement.

SECTION 5 – EMPLOYEES WORKING AT THE COPY CENTER

Both parties shall ultimately maintain responsibility for supervising their own employees at the Copy Center. The County's Office Service's Manager will provide daily oversight of both City and County employees and will be responsible for assigning daily work assignments and prioritizing work requests from both City and County departments. Employees of both the City and County working at the Copy Center shall provide services to both City and County offices including delivery services to City and County facilities. No term in this Agreement is intended to alter any collective bargaining agreements, create new employer-employee relationships, or change or create duties with regard to workers' compensation.

SECTION 6 – RATES FOR SERVICES

The City and the County shall, from time to time, agree to standardized rates that shall be charged for services performed at the Copy Center. Rate amounts shall be the same for the City and the County.

SECTION 7 – CHARGEBACKS, FORMS AND SUPPORT DOCUMENTATION

The County shall provide the City, on a monthly basis, the information necessary for the City to charge its departments for their use of the Copy Center, in a format acceptable to the City. The County shall also maintain all documentation necessary to support the departmental charges and invoices presented to the City, including but not limited to work orders, paper requisitions, online job submittals, purchase orders, and vendor invoices. The County also agrees to provide a uniform set of work order and paper requisition forms for use by both County and City departments.

SECTION 8 – INFORMATION TECHNOLOGY SUPPORT

The County and City agree to work cooperatively to provide the Information Technology (IT) support necessary to allow electronic job submittal for both City and County departments.

SECTION 9 – TERM

The Term of this Agreement is five (5) years, from the January 1, 2009 through December 31, 2013. This Agreement may be renewed for an additional five (5) year Term with the express written consent of the parties, and legislative approval, as applicable. The Agreement may be prematurely terminated by either party with a 30-day written notice.

SECTION 10 - ENTIRE AGREEMENT

This Agreement states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersedes all prior written agreements, representations, promises negotiations, and other communications between the parties. This Agreement may be modified from time to time as agreed by both parties.

Intending to be legally binding, the parties have signed this Cooperative Agreement as of the dates listed below.

CITY OF AKRON

COUNTY OF SUMMIT

By: 
DONALD L. PLUSQUELLIC
MAYOR


By: _____
RUSSELL M. PRY
COUNTY EXECUTIVE

Date: 10/7/08

Date: _____

Approved as to Legal Form
and Correctness:

Approved as to Legal Form
and Correctness:


Max Rothal
Director of Law
City of Akron
DM

Richard E. Dobbins
Director of Law
County of Summit