

ORDINANCE NO. 144-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE MEDINA COUNTY COMMISSIONERS AND THE CITY OF MEDINA FOR BACKUP BUILDING OFFICIAL SERVICES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement between the Medina County Commissions and the City of Medina for Backup Building Official Services.

SEC. 2: That a copy of the Agreement for Backup Building Official is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the effective date of this Agreement shall be retroactive to August 10, 2021 when it was approved by the Medina County Commissioners.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: September 13, 2021

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 13, 2021

SIGNED: Dennis Hanwell
Mayor

Effective date – August 10, 2021

ORD. 144-21
EXH. A

AGREEMENT FOR BACKUP BUILDING OFFICIAL

This Agreement, by and between the **City of Medina**, located at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **Medina County Commissioners**, located at 144 North Broadway Street, Medina, OH 44256.

WHEREAS, Medina County has and will continue to have in its employ fulltime personnel meeting the specific requirements of the Board of Building Standards so as to enforce the provisions of the Ohio Building Code; and

WHEREAS, the Medina County Commissioners are desirous of contracting with the City of Medina, for the purpose of having the Chief Medina City Building Official act as "backup personnel" as required by Ohio Administrative Code Rule 4101:1-1-03 Section 103.2.6. The Chief Medina City Building Official would act as backup personnel in place of the Chief Medina County Building Official in the event that the Chief Medina County Building Official cannot act as a result of a conflict of interest, vacation, or other event resulting in the unavailability of the Chief Medina County Building Official; and

WHEREAS, by and through Resolution No. ~~21-04~~ the Medina County Board of Commissioners authorized a contract with the City of Medina for the Chief Medina City Building Official's services;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I – SCOPE OF SERVICES

Upon request of the Chief Medina County Building Official, the City of Medina agrees to make available the Chief Medina City Building Official who will provide the County of Medina professional services as a certified building official in the event that the Chief Medina County Building Official is unable to serve as a result of a conflict of interest, vacation or other event that results in unavailability. In this manner, the Chief Medina City Building Official will serve as backup personnel as required by Ohio Administrative Code Rule 4101:1-1-03 Section 103.2.6. Upon being asked to serve as a backup building official, the Chief Medina City Building Official will have authority to interpret and require compliance with the Ohio Building Code in connection with duties that are undertaken as a backup building official.

SECTION II - TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution of this Agreement, and shall terminate within five (5) years of the date of execution of this Agreement, unless extended by the parties.

SECTION III - PAYMENT

The City of Medina agrees to provide the services of the Chief Medina City Building Official pursuant to this Agreement free of charge. In consideration of the Chief Medina City Building Official's services, the County of Medina agrees to provide the services of the Chief Medina County Building Official as backup personnel to the City of Medina free of charge.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services pursuant to this Agreement, the Chief Medina City Building Official shall act as an agent of the County of Medina. However, in every other respect, the Chief Medina City Building Official will be an independent contractor and neither party shall be deemed a servant, employee, or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records, and all other documents submitted to or prepared by the County of Medina, its employees, and the Chief Medina City Building Official, which are in the possession of the Chief Medina City Building Official, shall be and remain public records of the County of Medina and shall be furnished or returned to the County of Medina Building Department immediately upon request of the Chief Medina County Building Official.

SECTION VI - TERMINATION

Either party may terminate this Agreement at any time and for any reason upon written notice to the other seven (7) days from the date upon which written notice of termination is given. Termination under this section shall not give rise to any claims by one party as against the other.

SECTION VII - ASSIGNMENT

The parties hereto agree that they shall not assign, transfer, convey, pledge, sublet, or otherwise dispose of this Agreement without the prior written consent of the parties hereto.

SECTION VIII - TIME OF PERFORMANCE

The work to be performed pursuant to the terms of this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work according to applicable provisions of the Ohio Building Code, and in accordance with the request of the Chief Medina County Building Official. Time is of the essence in the performance of all phases of this Agreement.

SECTION IX - INSURANCE

The Chief Medina City Building Official, in the performance of his/her duties pursuant to this Agreement, shall be insured by the City of Medina's Professional Liability Insurance. All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance.

SECTION X - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by both parties to this Agreement.

SECTION XI - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, demand, or statement hereunder from either party to the other shall be in writing, and shall be deemed to have been given when either delivered personally or deposited in a U. S. mailbox in a postage prepaid envelope addressed to the other party. Either party may, at any time, change such address by delivering or mailing as aforesaid to the other party a notice stating the change and the changed address.

SECTION XII - CONFLICT OF INTEREST

The Chief Medina City Building Official covenants that he has no interest nor shall he

acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of this Agreement.

SECTION XIII - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Chief Medina City Building Official shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age, or physical handicap.

SECTION XIV - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the County of Medina and the City of Medina that supersedes any and all prior negotiations, representations, or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto.

SECTION XV - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City of Medina unless and until Medina County Commissioners have authorized and executed this agreement. This agreement shall not become effective and binding upon the City of Medina until the Medina City Council shall have authorized the City Mayor to execute same.

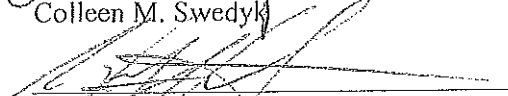
SECTION XVI - CAPTIONS AND HEADNOTES

The captions or headnotes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect the Agreement.


Medina County:


Stephen D. Hambley


Colleen M. Swedyk


William F. Hutson, Board President

City of Medina:

 9-13-2021
Mayor Dennis Hanwell

Council President John Coyne