

*fully executed***ORDINANCE NO. 137-17****AN ORDINANCE AUTHORIZING THE AMENDED AGREEMENT WITH THE CITY OF BRUNSWICK FOR RECIPROCAL BACKUP CHIEF BUILDING OFFICIAL SERVICES, AND DECLARING AN EMERGENCY.**

**WHEREAS:** On or about September 11, 2012, the Cities entered into an Agreement for Reciprocal Backup Chief Building Official Services, which was authorized by Medina City Council pursuant to Ordinance No. 64-07 and by Brunswick City Council pursuant to Resolution No. 88-12; and

**WHEREAS:** Ord. 15-14, passed January 27, 2014, amended the Agreement between the cities; and

**WHEREAS:** That the Cities desire to amend the Agreement again, as provided herein.

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

**SEC. 1:** That the amendment to the Agreement with the City of Brunswick for Reciprocal Backup Chief Building Official Services is hereby authorized and accepted.

**SEC. 2:** That a copy of the amended Agreement is marked Exhibit A, attached hereto, and incorporated herein.

**SEC. 3:** 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. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the current agreement is expiring; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** September 25, 2017

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 26, 2017

**SIGNED:** Dennis Hanwell  
Mayor

ORD 137-17  
Exhibit A

**AGREEMENT FOR RECIPROCAL BACKUP CHIEF BUILDING  
OFFICIAL SERVICES**

This Agreement, by and between the **CITY OF MEDINA**, located at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **CITY OF BRUNSWICK**, located at 4095 Center Road, Brunswick, Ohio 44212 (collectively the "Cities").

WHEREAS, the Building Departments of the Cities are certified building departments pursuant to the rules and regulations for certification promulgated by the Ohio Board of Building Standards; and

WHEREAS, the Cities have and will continue to have in their employ full-time 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 Cities are desirous of contracting with the other for the purpose of having the Chief Building Official of each respective City act as "backup personnel" to the other City as required by Ohio Administrative Code Rule 4101:1-1-03 Section 103.2.6. The Brunswick Chief Building Official would act as backup personnel in place of the Chief Medina City Building Official in the event that the Chief Medina City Building Official cannot act as a result of a conflict of interest or other event resulting in the unavailability of the Chief Medina City Building Official and vice versa; and

WHEREAS, by and through Ordinance No. 137-17 the Council of the City of Medina authorized the Mayor to enter into this Agreement with the City of Brunswick; and

WHEREAS, by and through Resolution No. 82-11 the Council of the City of Brunswick authorized the City Manager/Safety Director to enter into this Agreement with the City of Medina.

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 the written request of the Chief Building Official of a City hereto, the other City agrees to make available its Chief Building Official who will provide the requesting City professional services as a certified building official in the event that the Chief Building Official of the requesting City is unable to serve as a result of a conflict of interest or other event that results in unavailability. In this manner, the Chief 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 Building Official will have authority to interpret and require compliance with the Ohio Building Code and each respective City's applicable Codified Ordinances 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 continue until terminated by either party hereto.

## **SECTION III - PAYMENT**

The Cities agree to provide the services of their respective Chief Building Official pursuant to this Agreement free of charge, with the exception of services provided for a period of time in excess of three (3) consecutive weeks. If the services provided exceed three (3) consecutive weeks, each City agrees to reimburse the City providing such services at a rate of 1.5 times the hourly rate for the official for actual time providing such services, which shall include one-half (½) hour drive time for each day servicing the other City. The City providing the service will invoice the City receiving the service every two (2) weeks for hours and days that services were provided, which shall be paid within ten (10) days of receipt thereof.

## **SECTION IV - AGENCY**

It is expressly understood and agreed that in the performance of services pursuant to this Agreement, the Chief Building Official shall act as an agent of the requesting City. However, in every other respect, the Chief 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 either City, its employees, and the Chief Building Official, which are in the possession of the Chief Building Official, shall be and remain public records of each respective City and shall be furnished or returned to the appropriate City's Building Department immediately upon request.

## **SECTION VI - TERMINATION**

Either party may terminate this Agreement at any time and for any reason upon written notice to the other thirty (30) 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. Time is of the essence in the performance of all phases of this Agreement.

## **SECTION IX - INSURANCE**

The Chief Building Official, in the performance of his/her duties pursuant to this Agreement, shall be insured by the requesting City's Comprehensive General Liability coverage and 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 Building Officials of the Cities covenants that they have no interest nor shall they 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 Building Officials 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 City of Medina and the City of Brunswick 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 City Council shall have authorized the Mayor to execute the same. This agreement shall not become effective and binding upon the City of Brunswick until the Brunswick City Council shall have authorized the City Manager/Safety Director 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Reciprocal Backup Chief Building Official Services as of the dates indicated below.

CITY OF BRUNSWICK

CITY OF MEDINA

  
Carl S. DeForest, City Manager


  
Dennis Hanwell, Mayor

Date: 10/3/17

Date: September 26, 2017

Approved as to form:

Approved as to form:

  
Kenneth J. Fisher, Law Director

  
Gregory A. Huber, Law Director