

RESOLUTION NO. 41-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON
THE 5th DAY OF April, 2021.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY BUILDING SERVICES BETWEEN CLERMONT COUNTY AND THE CITY OF CENTERVILLE, OHIO FOR BUILDING CODE ENFORCEMENT PROGRAM 2021-2022.

WHEREAS, the City of Centerville desires to participate in a shared services initiative called the Building Code Enforcement Program with Clermont County, Ohio (the "Program"); and

WHEREAS, the mission of the Program is to allow the City of Centerville and Clermont County as Member Jurisdictions to share building code enforcement resources on a temporary or intermittent basis in order to improve responsiveness, and to provide efficient and effective delivery of service to residents and businesses of each participating jurisdiction; and

WHEREAS, the Member Jurisdictions desire to identify the roles of its participants, the composition of the Program and the relationships between Member Jurisdictions; and

WHEREAS, it is in the best interests of the City to become a Member Jurisdiction; and

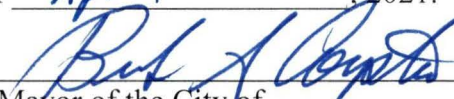
WHEREAS, this Council has determined that it would be in the best interests of the citizens of Centerville to enter into said agreement.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute an Intergovernmental Agreement for Temporary Building Services, consistent with and substantially similar to the agreement attached hereto and incorporated herein, marked Exhibit "A", between the City of Centerville, Ohio and Clermont County, Ohio

Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 5th day of April, 2021.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 41-21, passed by the Council of the City of Centerville, Ohio on the 5th day of April, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY BUILDING SERVICES
BETWEEN THE BOARD OF COMMISSIONERS OF CLERMONT COUNTY, OHIO AND THE CITY OF
CENTERVILLE,

BUILDING CODE ENFORCEMENT PROGRAM 2021-2022

This Intergovernmental Cooperation Agreement ("Agreement"), dated this _____ day of April, 2021, is between the City of Centerville, Ohio, (hereinafter collectively referred to as the "City") and the Board of Commissioners of Clermont County, Ohio (hereinafter collectively referred to as the "County").

WHEREAS, the County desires to request professional services for Building Inspection Services related to building code enforcement and local rules; and

WHEREAS, the purpose of the agreement is to allow the County to utilize the building code enforcement resources of another agency on a temporary or intermittent basis and to provide related services and/or responsiveness, and to provide efficient and effective delivery of service to residents and businesses of the serving jurisdictions; and

WHEREAS, the City will provide benefits to the County, in addressing conflicts of interest with Building Inspection Staff or other County Officials for pending permits, and staffing shortages that may arise and back up coverage as needed.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the County hereby agree as follows:

WITNESSETH THAT:

Section 1. The Building Code Enforcement Services

The County and the City are certified by the State of Ohio as a Primary Building Department to enforce the edition of the Ohio Building Code (OBC) and the Residential Building Code of Ohio (RCO) contained in Ohio Administrative Code as the OBC and RCO currently exists or may hereafter be amended, and all other codes and standards referenced by the OBC and RCO. As such, the City and County have staff certified by the Ohio Board of Building Standards as necessary to oversee the daily building code enforcement activities, review and approve applications and plans, and inspect buildings to confirm they meet code requirements for such uses proposed. This service will address potential conflicts of interest and avoided ethical issues and potential staffing shortages within the departments by utilizing certified personnel resources from the City personnel. Additionally, this services will serve as a back up for all services noted in the Section 2, in compliance with the Ohio Board of Building Standards.

Section 2. Role of City

The County is requesting assistance and the City is providing services on an as needed basis, for permits and projects identified in Exhibit A and other projects or permits that are requested to be conflicts of interest for ethical issues, services due to staffing shortages or required back up services required by the Ohio Board of Building Standards.

The City, throughout the term of its participation in the agreement, shall be responsible for the following:

- A) The City will be responsible for providing required transportation, safety equipment, and communication equipment to provide the building code enforcement services which are being requested by the County. Inspections are intended to be conducted virtually;
- B) The City will be responsible for providing, as appropriate, testing, computer or specialty equipment necessary to perform the requested services;
- C) The City shall maintain Ohio Board of Building Standards Certification and only offer properly certified staff to perform requested building code enforcement functions;
- D) The City shall provide requested services whenever feasible. Inspections for properties in the City of Centerville take priority. The City will not be obligated to provide requested services if they have a good faith belief that providing the service personnel will adversely impact the City's ability to fulfill their primary responsibilities within their jurisdiction;
- E) To reimburse the City in a manner and in the amount agreed upon within this Agreement.

Reimbursement

- A) The County will pay a rate based upon the position requested as follows:

- Master Plans Examiner..... \$50/hour
- Residential Plan Examiner \$50/hour
- Building Official Services \$50/hour
- Inspector.....\$50.00/hour/per inspection/or per trip or virtual inspection.
If more than one inspection were completed, the fee would be \$50 for all inspections completed in less than 60 minutes.
- Mileage..... Current IRS Approved Rate - For in-person inspections
mileage reimbursement from the City of Centerville's Administration Building, as listed in Section 7, to the site location and back, at the current IRS mileage reimbursement rate.

- B) The City shall record reimbursable fees and expenses at the end of each quarter and shall reconcile the balance due between agencies prior to submitting an invoice to the requesting jurisdiction. The County upon receipt of the invoice shall pay the expense within 30 calendar days upon receipt of the invoice.
- C) The maximum amount that can be reimbursed through this agreement is \$5,000 for services from execution through December 31, 2022. In the event that actual billed costs are approaching that maximum, both parties must agree to amend the agreement to increase the funded amount.

Section 3. Additional Expectations/Regulations

- A) All activities provided for under this agreement will be for services regulated by the edition of the Ohio Building Code (OBC) and the Residential Building Code of Ohio (RCO) contained in Ohio Administrative Code as the OBC and RCO currently exist or may hereafter be amended. Additional local regulations include the following: The Water Management Sediment Control Regulations of Clermont County, Ohio, The

Airport Regulations and the Flood Regulations, services would include related inspections and plan reviews, if required.

- B) The individual providing the service for the City will agree to abide by all rules and regulations of the County.
- C) The City is responsible for vehicle, real property, personal property, and personal injury damage costs for its own personnel as it would be in the normal course of business.
- D) The City is responsible for providing worker's compensation benefits and administering worker's compensation requirements for its own personnel as it would in the normal course of business.

Section 4. Term

This Agreement shall be effective on the date it is signed by the last party to sign below and shall remain in effect until December 31, 2022, unless terminated earlier in accordance with Section Five.

Section 5. Termination

- A) This Agreement may be terminated in its entirety by mutual written agreement between all parties.
- B) Such termination shall be effective at the date specified in the written notice.
- C) Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servant and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

Section 6. General Provisions

- A) Amendment or Modification — This Agreement may be amended or modified by the parties, provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of the parties and, if required or applicable, approved by the legislative or governing body of the Jurisdiction. Capacity to Execute — The parties hereby certify 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 the jurisdiction to the terms and conditions contained herein.
- B) Liability — The County agrees to be solely responsible for any and all liability caused by, or that arises from, the wrongful and/or negligent conduct of its respective employees, contractors, and/or agents in the performance of this Agreement. Notwithstanding, the County does not waive any available immunities under the law.
- C) 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.

- D) **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 or choice of laws.
- E) **Relationship of Parties** —At no time shall the relationship between the parties under this Agreement be construed, held out or considered as a joint venture, principal-agent, or employer-employee.
- F) **Waiver** — A waiver by any of the Parties of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving Party's rights with respect to any other or further breach.
- G) **Severability** — The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this subsection shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- H) **Assignment** — None of the parties shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent City from employing independent contractors to assist in the performance of its duties and responsibilities hereunder.
- I) **Third Party Rights** — Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties to this Agreement.

Section 7. Communications

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally or sent by express delivery, certified mail or first class U.S. mail, postage prepaid, to the appropriate address below:

City of Centerville: City of Centerville
 Department of Building Inspection
 100 W. Spring Valley Road
 Centerville, Ohio 45458
 Attention: Mr. Michael Norton-Smith
 Development Director

Clermont County: Board of County Commissioners
 Building Inspections Department
 2275 Bauer Road
 Batavia, Ohio 45103
 Attention: Karen Swartz, Executive Assistant

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, each of the parties intending to be legally bound, has each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

CITY OF CENTERVILLE

By: _____

Print: _____

Title: _____

Date _____

APPROVED AS TO FORM:

By: _____

Centerville City Attorney

APPROVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, OHIO

Resolution No. _____

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, CLERMONT COUNTY, OHIO

By: _____
Claire B. Corcoran

By: _____
David L. Painter

By: _____
Bonnie J. Batchler

By: _____
Thomas J. Eigel, Administrator
Clermont County, Ohio

Witness _____

APPROVED AS TO FORM:

CLERMONT COUNTY,
PROSECUTING ATTORNEY

Assistant Prosecuting Attorney

