

RESOLUTION NO. 66-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE 17th
DAY OF July, 2023.

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

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

WHEREAS, the mission of the Program is to allow the City of Centerville and the City of Wilmington 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 the City of Wilmington, Ohio

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

PASSED THIS 17th day of July, 2023.



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. 66-23, passed by the Council of the City of Centerville, Ohio on the 17th day of July, 2023.



Clerk of the Council

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

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY BUILDING SERVICES
BETWEEN THE CITY OF WILMINGTON, OHIO AND THE CITY OF CENTERVILLE,

BUILDING CODE ENFORCEMENT PROGRAM 2023

This Intergovernmental Cooperation Agreement ("Agreement"), dated this _____ day of _____, 2023, is between the City of Centerville, Ohio, (hereinafter collectively referred to as the "Centerville") and the City of Wilmington, Ohio (hereinafter collectively referred to as the "Wilmington").

WHEREAS, Wilmington 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 Wilmington 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, Centerville will provide benefits to Wilmington, in addressing conflicts of interest with Building Inspection Staff or other Wilmington Officials for pending permits, and staffing shortages that may arise and back up coverage as needed in a limited and temporary manner.

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

WITNESSETH THAT:

Section 1. The Building Code Enforcement Services

Wilmington and Centerville 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 that currently exists or may hereafter be amended, and all other codes and standards referenced by the OBC and RCO. As such, Centerville and Wilmington 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 Centerville 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 Centerville

Wilmington is requesting assistance and Centerville 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.

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

- A) Centerville will be responsible for providing required transportation, safety equipment, and communication equipment to provide the building code enforcement services which are being requested by Wilmington.
- B) Centerville will be responsible for providing, as appropriate, testing, computer or specialty equipment necessary to perform the requested services;
- C) Centerville shall maintain Ohio Board of Building Standards Certification and only offer properly certified staff to perform requested building code enforcement functions;
- D) Centerville shall provide requested services whenever feasible. Inspections for properties in the City of Centerville take priority. Centerville will not be obligated to provide requested services if they have a good faith belief that providing the service personnel will adversely impact the Centerville's ability to fulfill their primary responsibilities within their jurisdiction;
- E) Centerville shall limit the number of days in Wilmington to a maximum of three (3) days per week and a maximum of three (3) hours in Wilmington.
- F) Any possible virtual inspections shall be considered an inspection subject to compensation.
- G) To reimburse Centerville in a manner and in the amount agreed upon within this Agreement.

Reimbursement

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

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) Centerville 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. Wilmington 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, 2023. 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:

- B) The individual providing the service for Centerville will agree to abide by all rules and regulations of Wilmington.
- C) Centerville 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) Centerville 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 for sixty (60) calendar days, 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 — Wilmington 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, Wilmington 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 Centerville 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

City of Wilmington: _____

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

CITY OF WILMINGTON

By: Wayne S. Davis
Its: City Manager
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form:

Approved as to form:

Scott A. Liberman
Centerville Municipal Attorney

