

RESOLUTION APPROVING CONTRACT WITH LAKE COUNTY COMMISSIONERS FOR CHIEF BUILDING OFFICIAL SERVICES

WHEREAS, Janet Discher, Ashtabula County Administrator, has presented a Contract for the approval of the Board, to-wit:

PROVIDER: Lake County Commissioners, 105 Main Street, Painesville, OH 44077

SCOPE: Provide Chief Building Official Services to the Ashtabula County Building Department

COST: \$101.54 per hour with a minimum of 15 hours per week

TERM: Beginning May 10, 2021 and continuing in nature until either party provides 30 days written notice

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Administrator and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-176

April 29, 2021

**RESOLUTION APPROVING CONTRACT WITH LAKE COUNTY COMMISSIONERS
FOR CHIEF BUILDING OFFICIAL SERVICES**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski

Aye
Absent
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

1001.001.107-601; not to exceed \$46,000.00.

Agreement Title: RESOLUTION APPROVING CONTRACT WITH LAKE COUNTY COMMISSIONERS FOR CHIEF BUILDING OFFICIAL SERVICES



David Thomas, Ashtabula County Auditor

Date: April 28, 2021

CHIEF BUILDING OFFICIAL SERVICES AGREEMENT

This Agreement for Chief Building Official Services ("Agreement") is entered into by and between the Lake County Board of Commissioners ("Lake"), located at 105 Main Street, Painesville, Ohio 44077, and the Ashtabula County Board of Commissioners ("Ashtabula"), located at 25 W. Jefferson Street, Jefferson, Ohio 44047, individually referred to as "Party" and collectively as "Parties."

In consideration of the mutual covenants contained in this Agreement, Lake and Ashtabula each warrant that they have the authority to enter into this Agreement and agree as follows:

SECTION 1 – AGREEMENT

Pursuant to the authority provided in R.C. 307.15 and R.C. 9.482, Lake agrees to provide services that are typically performed by a Chief Building Official ("CBO"), in accordance with R.C. 307.38 and R.C. Chapter 3781, to Ashtabula and Ashtabula agrees to compensate Lake for such services as provided herein.

SECTION 2 – SERVICES

- 2.1 Lake will provide a qualified CBO to Ashtabula. The CBO shall engage in the services typically performed by a county CBO, such as administering and enforcing local and/or state building codes, conducting building and electrical inspections, and all work incidental thereto ("Services"). All activities shall be in conformance with all applicable local, state, and federal laws and regulations.
- 2.2 Ashtabula will contact Lake on an as-needed basis to perform Services in accordance with this Agreement, and as agreed upon by the parties. Lake shall immediately notify Ashtabula if it is unable to perform any Services.
- 2.3 The CBO provided by Lake shall maintain all appropriate certifications and/or licenses to complete the Services agreed to herein, and shall provide a copy of such certification/license to Ashtabula prior to the performance of any Services per this Agreement. If such certification/license is revoked, expires, or becomes void or invalid, the CBO shall notify Lake within twenty-four (24) hours of the invalidity of such certification/license; Lake shall then promptly notify Ashtabula. If the CBO is providing Services on behalf of Ashtabula at the time of the invalidity of such certification/license, the CBO shall immediately cease his Services and send all documents related to the performance of the Services to Ashtabula within twenty-four (24) hours.
- 2.4 Ashtabula will furnish all labor, equipment, and materials necessary for the performance of Services pursuant to this Agreement. The CBO is responsible for securing his own transportation to perform inspections and other Services pursuant to this Agreement.

SECTION 3 – COMPENSATION

- 3.1 Lake shall be compensated for Services rendered pursuant to this Agreement at the rate of \$101.54 per hour. Lake shall commit 15 hours per standard work week that includes both office work and field work based on the immediate needs of the office.
- 3.2 Lake shall submit monthly invoices to Ashtabula following when Services are performed. All invoices shall contain sufficient information to account for all Services and time spent performing such Services. Ashtabula shall issue payment to Lake within forty-five (45) days of receipt of the invoice.

SECTION 4 – TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of _____, 2021 (the “Effective Date”), and shall be continuing in nature.
- 4.2 Either Party may terminate this Agreement for any reason upon at least thirty (30) days’ written notice to the other party. Lake shall be responsible for providing Services pursuant to this Agreement up to the termination date, and Ashtabula shall compensate Lake for all Services rendered up to the termination date.

SECTION 5 – EMPLOYMENT AND INSURANCE

The CBO shall at all times be considered an employee of Lake, and subject to the direction and control of Lake. Lake is responsible for providing automobile insurance for any vehicle the CBO uses to perform any Services pursuant to this Agreement, as well as providing any health insurance, workers’ compensation, unemployment compensation, and/or OPERS benefits for the CBO.

SECTION 6 – OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the CBO pursuant to this Agreement shall be and remain property of Ashtabula.

SECTION 7 – NO PARTNERSHIP

No partnership, employment relationship, joint venture, association, or other relationship between Lake and Ashtabula shall be considered to be created by virtue of this Agreement or any Services rendered in accordance with this Agreement.

SECTION 8 – LIABILITY

Each Party agrees to be solely liable for any negligent acts or omissions by or through itself, its agents, and employees arising out of this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party.

SECTION 9 – CHOICE OF LAW

Any dispute arising under this Agreement shall be governed by the laws of Ohio and be brought in a court of competent jurisdiction in Lake County, Ohio. In the event that any portion of this Agreement is deemed unlawful or otherwise unenforceable, it shall be stricken and the remaining provisions shall remain in full force and effect.

SECTION 10 – PRIOR AGREEMENTS AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties, and terminates all prior agreements, written or oral, between the Parties concerning the same Services as of its Effective Date. Any amendment to this Agreement shall be in writing and signed by both Parties.

SECTION 11 – HEADINGS

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 12 – WAIVER

Either Party's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of a Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 13 – SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 14 – NON-DISCRIMINATION

In accordance with R.C. 125.111(A), Lake agrees that in the hiring of employees for the performance of Services to be provided pursuant to this Agreement, it will not discriminate against anyone in the employment of a person qualified and available to perform these Services by reason of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry.

SECTION 15 – NOTICES

A Party giving notice as provided for by this Agreement shall send such notice by United States Postal Service, certified mail, return receipt requested, to the attention and address of the other Party which is set forth below, or to such other address as the Party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the United States Postal Service in the event the receipt is not returned.

As to Lake:

Jason W. Boyd
County Administrator
105 Main Street
Painesville, OH 44077


As to Ashtabula:

Janet Discher
County Administrator
25 W. Jefferson St., 2nd Floor, Old Courthouse
Jefferson, Ohio 44047

THIS AGREEMENT is executed and made effective as provided above.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

LAKE COUNTY BOARD OF COMMISSIONERS


Name: Kathryn Whittington
Title: President


Jason Boyd
Lake County Administrator


Date: 4/29/2021

Date: 4/27/21

Approved as to form:

Approved as to form:

Ashtabula County Prosecutor



Lake County Prosecutor

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

1001.001.107-601; not to exceed \$46,000.00.

Agreement Title: RESOLUTION APPROVING CONTRACT WITH LAKE COUNTY COMMISSIONERS FOR CHIEF BUILDING OFFICIAL SERVICES




**David Thomas, Ashtabula County
Auditor**

Date: April 28, 2021

Signature Page

Agreement Title: Approving contract Richard Smith for plans examination services

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 4/26, 2021

Signature Page

Agreement Title: Approving contract Lake County for CBO Services

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: April 29, 2021