

**RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH MICHAEL H. WILDERMUTH, AIA FOR PLAN REVIEW SERVICES, BUILDING DEPARTMENT**

WHEREAS, Thomas Congdon, Ashtabula County Chief Building Official, has presented an Independent Contractor Agreement for the approval of the Board, to-wit:

**PROVIDER:** Michael H. Wildermuth, AIA, 38255 Ridge Rd., Willoughby, OH 44094

**SCOPE:** Plan Review Services for the Ashtabula County Building Department

**COST:** **Not to Exceed**, \$110 per hour, \$70,000.00

**TERM:** Beginning retroactive to January 1, 2025 and terminating December 31, 2025, may renew on an annual basis unless cancelled by either party

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Building Official and finds this agreement to be reasonable and necessary; now

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

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2025-49**

**January 14, 2025**

**RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH  
MICHAEL H. WILDERMUTH, AIA FOR PLAN REVIEW SERVICES, BUILDING  
DEPARTMENT**

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

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**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.



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Crystal Sturgill, Clerk of the Board *Acting*  
Board of County Commissioners  
Ashtabula County, Ohio

**October 17, 2024**

## **Independent Contractor Agreement**

**Building Department**

**This Agreement is entered into by the County Commissioners of Ashtabula County (the "County") and**

**Name of independent contractor: Michael H. Wildermuth, AIA, Master Plans Examiner, Address: 38255 Ridge Road, Willoughby, OH 44094 Telephone: (440) 946-1061/ (440)749-1877 (referred to as the "contractor")**

**(1) Scope of Agreement: Contractor agrees to perform Plans Examination services on an As-needed basis, on behalf of the County Building Department, and through the County Building Department, under the terms and conditions in this agreement. All such services to be performed by the contractor must be pre-approved by the Department Director. All shipping of plans, if necessary, will be paid for by the County and will be in a turn-around time of no longer than two weeks from receipt of plans by the contractor.**

**(2) Term: The contractor shall perform such services over or during the following determinate period of time: January 1, through December 31. The hours and time of performance are to be as required by the Department Director. This contract will automatically renew on an annual basis unless cancelled by either party per article 9 below.**

**(3) Independent Contract: The contractor is an independent contractor and not an agent, officer, or employee of the County and has no authority to act as an agent of the County, nor enter into any agreement for or in behalf of the County. The contractor shall have control over the services and the manner and method of performance, for which he or she assumes all liability. The contractor shall be accountable to the County for his or her final work product only. The contractor is free to contract for similar services to be performed for other employers while he or she is under this agreement.**

**(4) No Benefits to Contractor:** As an independent contractor, the contractor understands and agrees that he or she will not be covered by the County's general liability, life, accident, or health insurance, worker's compensation, unemployment compensation, or any other insurance or employee benefit.

**(5) Payment:** The contractor is to be compensated for the services to be performed under this agreement as follows: At a rate of \$110.00 per hour, as authorized by the County. No other payment or remuneration of any kind is to be paid to the contractor. The County will not withhold income or FICA taxes from such compensation, nor provide any employee benefits of any type to the contractor.

**(6) Indemnity Requirements; Worker's Compensation: Assignment,** The contractor agrees to defend and indemnify the County, its officers, agents, and employees, against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person, damage to any property caused, negligently or otherwise, by the contractor in performing his or her obligations under this agreement. The contractor shall not assign this agreement without first obtaining written approval of the County.

**(7) Employment Eligibility Verification:** Before commencing performance under this agreement, the contractor shall complete and return to the Department Director any form(s) required by the County, as required by law.

**(8) Payment of Local Taxes:** The contractor shall file and pay all income taxes required by County ordinances (and RITA) and shall require the same of any subcontractor or employee the contractor may employ under this Agreement.

**(9) Early Termination:** Either party may terminate this agreement by 10-days written

notice to the other party. Any rights to compensation are to terminate at the time this agreement terminates.

(10) Arbitration Provisions: Except for injunctive relief to protect the County, any controversy or claim arising out of or relating to this agreement is to be resolved by arbitration in accordance with the rules of the County Court of Common Pleas and judgment upon the award rendered may be entered into by such court.

(11) Integration Provision: This instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on, January 14 2025

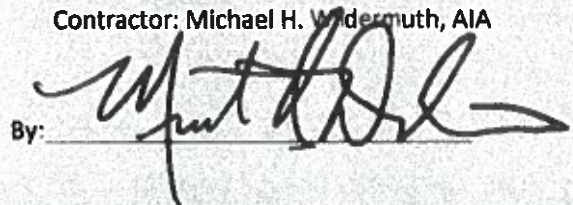
Ashtabula County:

By:

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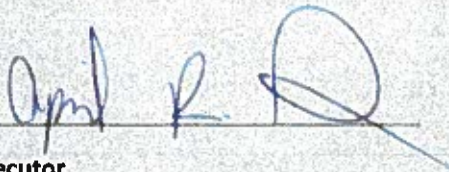
Contractor: Michael H. Widemuth, AIA

By:

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Approved As To Form:

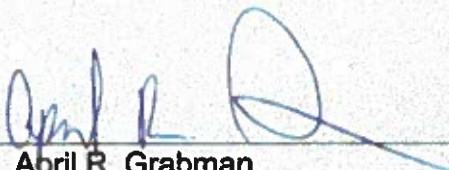
Ashtabula County Prosecutor

A handwritten signature in blue ink, appearing to be "April R. [unclear]", written over a horizontal line.

**Signature Page**

**Agreement Title: Wildermuth Independent Contractor Agreement**

**Approved as to Legal Form Only:**

By:   
April R. Grabman,  
Ashtabula County Prosecutor

Dated: January 9, 2025

**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 2025, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001.001.107-601 Contract Services Building Department.

In the amount of \$70,000 for year 2025 and free from any previous encumbrances.

Agreement Title: Plans Examining Service

  
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**Scott Yamamoto, Ashtabula County Auditor**

Contact: Lisa Hawkins, Clerk

Date: January 14, 2025