

RESOLUTION NO. 2 -2010

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT FOR BUILDING INSPECTION SERVICES

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the County of Summit for building inspection services, a copy of which agreement is attached hereby as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 2/16/10

John Carter
President of Council

Michael J. Pappas
Mayor

Dated: 2/16/2010

ATTEST:

Cecily E. Sullivan
Clerk of Council

AGREEMENT FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT entered into on this ____ day of _____, 20 __, by and between the County of Summit, Ohio, (hereinafter "County"), with the County having its principal place of business located at 175 South Main Street, Akron, Ohio 44308, and the Village of Richfield having its principal place of business located at 4410 West Streetsboro Road, Richfield, Ohio 44286.

WITNESSETH:

WHEREAS, the State of Ohio, in the interest of providing uniform building regulations throughout the State, has adopted the 2006 Residential Code of Ohio, which regulates residential buildings, and the 2007 Ohio Building Code, which regulates nonresidential buildings for purposes of establishing uniform standards relating to the erection, construction, repair, alteration and maintenance of residential and nonresidential buildings within the State of Ohio; and

WHEREAS, the County of Summit, through Part Thirteen of the Codified Ordinances of the County of Summit, entitled "Building Code," (hereinafter "County Building Code") has adopted the residential and nonresidential building regulations which incorporate both the 2006 Residential Code of Ohio and the 2007 Ohio Building Code; and

WHEREAS, the County of Summit Department of Building Standards has been certified by the State of Ohio Board of Building Standards to exercise enforcement, inspecting and permitting authority pursuant to the County Building Code on behalf of and within townships and certain municipalities throughout the County; and

WHEREAS, the Village of Richfield wishes to grant the County of Summit the authority to enforce the County Building Code, as more fully set forth herein, within the territorial jurisdiction of the Village of Richfield subject to any required approval or certification by the Ohio Board of Building Standards; and

WHEREAS, the County is able and willing to provide such Building Code review, inspection and enforcement as is more fully set forth herein; and

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE COUNTY OF SUMMIT AND THE VILLAGE OF RICHFIELD AS FOLLOWS:

SECTION ONE. This Agreement between the Village of Richfield and the County of Summit replaces and supersedes any and all prior Agreements between the parties concerning building inspection services.

SECTION TWO. The Village of Richfield hereby grants to the County of Summit authority to do all things reasonably necessary to exercise enforcement authority and to accept, review and process plans, to issue building permits and to make inspections within the territorial jurisdiction of the Village of Richfield in accordance with the provisions of Chapter 3781 of the Ohio Revised Code (the 2006 Residential Code of Ohio) and Chapter 3791 of the Ohio Revised Code (the 2007 Ohio Building Code) and regulations promulgated and adopted thereunder and codified under Part Thirteen of the Codified Ordinances of the County of Summit and entitled "Building Code" and as further authorized by any Order or Certification of the Ohio Board of Building Standards. Prior to issuing any building permit under authority of this Agreement, the County shall require any applicant to produce a valid zoning certificate or waiver from Village of Richfield.

SECTION THREE. The Village of Richfield shall be responsible for obtaining any administrative rule change, certification or conditional certification required by the Ohio Board of Building Standards to enable the County of Summit Department of Building Standards to exercise the review and enforcement authority set forth in this Agreement. The duty of the Village of Richfield to obtain said rule change, certification or conditional certification shall be a continuing and ongoing duty as long as this Agreement is in force and effect.

SECTION FOUR. On and after the Effective Date, this Agreement shall authorize the County of Summit Department of Building Standards to administer and enforce within the territorial jurisdiction of the Village of Richfield any amendments or additions to the County Building Code upon approval of adoption of such amendments or additions by the Ohio Board of Building Standards pursuant to the authority granted to said Board by Chapters 3781 and 3791 of the Ohio Revised Code.

SECTION FIVE. This Agreement shall be effective from the date of approval by the legislative authority of both parties and this Agreement shall thereafter continue in full force and effect until either of the parties shall give sixty (60) days written notice to the other and the Ohio Board of Building Standards of its intention to terminate this Agreement, which may be for any reason, except that this Agreement shall not terminate until the effective date of the repeal of any rule or conditional rule of certification by the Ohio Board of Building Standards.

SECTION SIX. The County shall bear all necessary costs and expenses in connection with the administration of the County Building Department but shall not be responsible for legal expenses or court costs in connection with any nuisance abatement or related legal action brought by the Village of Richfield. The County may assist or cooperate with the Village of Richfield with such a legal action but is not obligated to do so. In consideration for the building services to be rendered the County of Summit shall collect and retain all review, permit and inspection fees authorized by the State of Ohio

and the Codified Ordinances of the County of Summit for such purposes. County will not pay, share or remit any fees with the Village of Richfield except as set forth herein. **County will continue to remit twenty (20%) percent of gross fees collected with the Village of Richfield for the remainder of calendar year 2009 (to be paid at the end of December, 2009). County will remit twenty (20%) percent of gross fees collected in calendar year 2010 and ten (10%) percent of gross fees collected in calendar year 2011. County shall remit said fees at the end of the months of June and December of the respective years. All sharing of building fees shall terminate and cease thereafter.**

SECTION SEVEN. After the Effective Date of this Agreement, all contractors doing business in the Village of Richfield must register and post an acceptable surety bond and otherwise comply with the contractor registration provisions of Chapter 1323 of the Codified Ordinances of the County of Summit.

SECTION EIGHT. The County acknowledges its duty pursuant to Ohio Revised Code Section 149.43 to maintain, produce and disseminate the public records of the Summit County Building Department and agrees to respond, as required by law, to any and all public record requests for the County Building Department including records generated as result of conducting building standard functions within the territorial jurisdiction of the Village of Richfield on and after the Effective Date of this Agreement.

SECTION NINE. This Agreement and the promises, covenants, conditions and performance contemplated hereunder or any sub-part thereof, may not be assigned or transferred by either party without the written consent of the other party. Consent may be withheld by either party for any reason whatsoever. Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined to be unenforceable by a court of competent jurisdiction for any reason whatsoever, then such term or provision shall not affect the validity of the remainder of this Agreement. The parties acknowledge that this Agreement is governed by the laws of the State of Ohio. The parties also acknowledge that any suit touching upon or related to this Agreement shall be brought in the Court of Common Pleas of the County of Summit, Ohio.

SECTION TEN. This Agreement contains the complete understanding between the parties who acknowledge that no other representations, oral or otherwise, have been made or relied upon. This Agreement may not be modified, altered, amended, supplemented or changed except upon the written consent of the Village of Richfield and the County of Summit and such modification, alteration, amendment, supplemental agreement or other charge must be in writing and adopted by resolution or ordinance of each party's legislative body.

IN WITNESS WHEREOF, the parties hereby sign this Agreement effective as of the date signed by the County Executive.

THE VILLAGE OF RICHFIELD

MICHAEL K. LYONS, Mayor

Date

COUNTY OF SUMMIT

RUSSELL M. PRY, Executive

Date

APPROVED AS TO FORM AND CORRECTNESS

CHARLES RIEHL, Law Director

Date

RICHARD E. DOBBINS, General Counsel
County of Summit

Date