

11-539

**AGREEMENT FOR BACK UP PLUMBING INSPECTION SERVICES
BETWEEN
THE COUNTY OF SUMMIT AND
THE PORTAGE COUNTY COMBINED GENERAL HEALTH DISTRICT**

This Agreement is entered into by and between the County of Summit located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, as duly authorized by County Council Resolution No. _____, and the Portage County Combined General Health District located 449 S. Meridian Street, 3rd Floor, Ravenna, Ohio 44266.

WHEREAS, both agencies are charged with the enforcement of plumbing rules and regulations and have employed certified plumbing inspectors and,

WHEREAS, both agencies need part time occasional certified plumbing inspectors to supplement this employment by reason of their employees being on sick leave or vacation and,

WHEREAS, the utilization of the neighboring agencies personnel would be cost effective for both agencies.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Whenever either agency, by reason of sick leave, vacation or other causes of absence of its certified plumbing inspector, has need of a supplementary certified plumbing inspector, the health commission or chief building official of said agency shall contact the health commission or chief building official of the other agency to request part time assistance and to detail the dates and times when such inspection work is desired. The two officials shall work out a mutually agreeable schedule for the performance of the inspections needed. Inspections shall be performed by a state certified plumbing inspector or a certified plumbing inspector in training applying the standards of the Ohio Basic Building Code and such further regulations as the agency requesting assistance may have enacted.

2. The requesting agency in which the inspections are being performed shall be responsible for supervision of inspections performed within the confines of the agency and the inspector or inspector in training shall be working under the sole direction and control of the requesting agency. In all other respects, the inspector or inspector in training shall be treated as if in the employ of the agency of his regular employment, which shall pay his salary, fringe benefits, pension and worker's compensation. The parties are governmental entities entitled to the indemnification provisions provided by O.R.C. 2744 and other applicable laws. The parties agree to release and forever discharge each other for any claims of negligence or liability of any kind or nature arising from this Agreement. This release and covenant not to sue provision shall survive the termination of this Agreement.

3. The requesting agency in which the inspections are being performed in consideration shall authorize the payment of \$71.53 per hour for every hour of service and shall pay mileage and such additional business expenses as additionally incurred. The agency from which such inspector originates shall prepare an itemized bill and send it to the requesting agency in which the services were performed, which shall review said bill for accuracy and, absent error, render payment within thirty (30) days.

EXHIBIT A

RECEIVED
NOV 21 2011
COUNTY OF SUMMIT
DEPT OF BUILDING STANDARDS

4. The parties hereto agree to conform to Title VI and VII of the 1964 Civil Rights Act, as amended and Section 4112.01 of the Ohio Revised Code prohibiting discrimination because of sex, race, national origin, creed, age, color, handicap, disability, military status or because of gender identity as defined in Section 101.02(f) in the Codified Ordinances of Summit County or sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of Summit County.

5. The term of this Agreement shall commence on January 1, 2012 and terminate on December 31, 2012. This Agreement may be extended for 5 successive 1 year terms upon the written consent of all parties. At any time this Agreement may be terminated by either party at its option by written notice sent by certified mail to the other party at least thirty (30) days prior to termination. If a new Agreement has not been executed as of the termination date, the Agreement shall continue after the termination date under the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates upon thirty (30) days written notice sent by certified mail or the parties execute a new Agreement.

6. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. Any modifications shall require the written consent of all parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto.

WITNESSED:

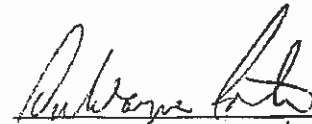
COUNTY OF SUMMIT

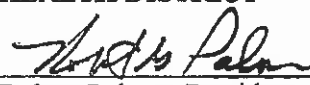
Date: _____

Russell M. Pry, Executive
Date: _____

Approved as to form:

Deborah S. Matz, Director


Date: 11-15-11

PORTAGE COUNTY COMBINED
HEALTH DISTRICT

Robert Palmer, President
Board of Health
Date: 11-15-11