

EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

between

COUNTY OF SUMMIT, OHIO

and

CITY OF STOW, OHIO

12-289

for the County of Summit Department of Building Standards  
to perform medical gas and back-up plumbing inspections  
for the City of Stow

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**THIS INTERGOVERNMENTAL AGREEMENT** is entered into on the date of the County Executive's signature by and between the County of Summit, Ohio, (hereinafter "County"), an Ohio charter county, having its principal place of business located at 175 South Main Street, Akron, Ohio 44308, and the City of Stow, Ohio (hereinafter "Stow"), an Ohio municipality, having its principal place of business located at 3760 Darrow Road, Stow, Ohio 44224.

**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, through Part Thirteen of the Codified Ordinances of the County of Summit, entitled "Building Code," has adopted the residential and nonresidential building regulations which incorporate both the current Residential Code of Ohio and the current Ohio Building Code, including regulations governing medical gas and plumbing construction; and

**WHEREAS**, the County's Department of Building Standards has been certified by the State of Ohio to exercise enforcement, inspecting and permitting authority for plumbing construction pursuant to the County Building Code on behalf of and within townships and certain municipalities throughout the County; and

**WHEREAS**, the County's Department of Building Standards has been certified by the State of Ohio to exercise enforcement, inspecting and permitting authority for medical gas construction in any municipality or township in which the County has jurisdiction to enforce, inspect and permit under the County Building Code, or wherein the County specifically contracts for the enforcement, permitting and inspection of medical gas construction; and

**WHEREAS**, the County employs certified plumbing and medical gas inspectors; and

**WHEREAS**, Stow currently exercises enforcement, inspecting and permitting authority for plumbing construction within the corporate boundaries of Stow and the Village of Peninsula ("Stow's territorial jurisdiction"); and

**WHEREAS**, Stow has occasional need for part-time certified plumbing inspectors to supplement its plumbing inspectors by reason of those inspectors being on sick leave, vacation or other reasons, and,

**WHEREAS**, Stow desires the County to perform medical gas enforcement, permitting and inspection on behalf of Stow rather than requiring contractors and businesses to utilize the State of Ohio for those services; and

**WHEREAS**, Stow wishes to grant the County the authority to perform medical gas and back-up plumbing inspections, as more fully set forth herein, within the Stow's territorial jurisdiction, subject to any required approval or certification by the Ohio Board of Building Standards; and

**WHEREAS**, this Intergovernmental Agreement was authorized by County Council by the adoption of County Council Resolution No. 2012-\_\_\_\_\_; and

**WHEREAS**, this Intergovernmental Agreement was authorized by the City of Stow's Council by adoption of Ordinance No. \_\_\_\_\_;

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

1. Medical Gas Authority. Stow grants to the County authority to do all things reasonably necessary to perform medical gas enforcement, permitting and inspection within Stow's territorial jurisdiction in accordance with 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 State of Ohio. On and after the Effective Date, this Agreement shall authorize the County's Department of Building Standards to administer and enforce within the territorial jurisdiction of Stow any amendments or additions to the County Building Code concerning medical gas construction upon approval or adoption of such amendments or additions by the State of Ohio.

2. Back-up Plumbing Inspections. As more fully set forth in this Section, the County shall perform back-up plumbing inspections on behalf of Stow within Stow's territorial jurisdiction, and, in so doing, shall apply the current Residential Code of Ohio, the current Ohio Building Code and any further regulations as Stow may have enacted.

a. Request for services. Whenever Stow, by reason of sick leave, vacation or other causes of absence of its certified plumbing inspector, has need of a supplementary certified plumbing inspector, Stow's chief building official shall contact the County's chief building official 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.

b. Stow's duty to supervise. Stow shall be responsible for supervision of inspections performed within Stow's territorial jurisdiction and the inspector or inspector in training shall be working under the sole direction and control of Stow. In all other respects, the inspector or inspector in training shall be treated as if in the employ of the County, which shall pay his salary, fringe benefits, pension and worker's compensation.

4. Compensation.

a. Medical Gas. In consideration for the medical gas enforcement, permitting and inspection to be performed by the County, the County shall collect from contractors and/or businesses and retain all medical gas fees authorized by the State of Ohio and the Codified Ordinances of the County of Summit for such purposes. Stow shall not receive any portion of such fees and shall not be responsible to the County for the payment of, or any portion of, said fees.

b. Back-up Plumbing Inspections. Stow shall pay \$40.00 per hour for every hour of back-up plumbing inspections, which shall be inclusive of the inspector's compensation, overhead, mileage and all other expenses and incidentals. The County shall prepare an itemized bill and send it to Stow, which shall review said bill for accuracy and, absent error, render payment within 30 days.

5. Rule changes. Stow shall be responsible for obtaining any administrative rule change, certification or conditional certification required by the State of Ohio to enable the County's Department of Building Standards to exercise the inspection authority set forth in this Agreement. Stow's obligation 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.

6. Territory

This Agreement shall be applicable within Stow's territorial jurisdiction, which is currently limited to the corporate boundaries of the City of Stow and the Village of Peninsula, and which will include the corporate boundaries of the City of Munroe Falls upon approval of an agreement between Stow and the City of Munroe Falls. Any further expansion of Stow's territorial jurisdiction shall require an amendment of this Agreement, in writing, signed by the parties.

7. Term and Termination. This Intergovernmental Agreement shall be effective from the date of signature by the County Executive and shall thereafter continue in full force and effect until either of the parties shall give 60 days written notice to the other and the State of Ohio of its intention to terminate this Intergovernmental 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 State of Ohio.

8. Reports and Records. The parties shall maintain and provide to the other upon demand the following records and reports:

a. Accounting and fiscal records adequate to enable the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Agreement are used for the purpose stated in this Agreement.

b. Other records and reports as required by the parties to comply with local, State of Ohio and federal statutes and regulations.

c. All records pertaining to this project shall be retained and made available for a minimum of three (3) years after the termination of this Agreement.

9. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this Intergovernmental Agreement be construed, held out or considered a joint venture or principal-agent.

10. Miscellaneous.

a. Mutual Release. The parties are governmental entities entitled to the indemnification provisions provided by Chapter 2744 of the Ohio Revised Code 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.

b. Integration. This Intergovernmental Agreement represents the entire and integrated agreement between the parties. This Intergovernmental Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Intergovernmental Agreement.

c. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Intergovernmental Agreement were taken and that the person executing this Intergovernmental Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

d. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the County and Stow agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

e. Notices. Every notice and demand required under the terms of this Intergovernmental Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

f. Waiver. The remedies contained in this Intergovernmental Agreement will be cumulative, and additional to any remedies provided in law or equity. No waiver of a

breach of any provision of this Intergovernmental Agreement will constitute a waiver of any other provisions.

g. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

h. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

i. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

j. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

k. Equal Opportunity Employment/Non-Discrimination. The parties agree that in the hiring of employees for the performance of work under this Intergovernmental Agreement, the parties, their subcontractors, or any person acting on the parties' or their subcontractor's behalf, shall not discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The parties further agree that the parties, their subcontractors, or any person on the parties', or their subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this Intergovernmental Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The parties certify that they do not maintain and will not permit their employees to perform services at any segregated facilities. The parties agree to comply with all applicable federal, state and local laws, orders, rules, and regulations regarding equal employment opportunity.

l. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

m. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio

Administrative Code. By signing this Intergovernmental Agreement, each party certifies that it is compliance with these provisions.

n. Governing Law. This Intergovernmental 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 of choice of laws. Any litigation arising under this Intergovernmental Agreement must be litigated in the Stow Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this Intergovernmental Agreement effective as of the date signed by the County Executive.

**COUNTY OF SUMMIT, OHIO**

**CITY OF STOW, OHIO**

\_\_\_\_\_  
By: Russell M. Pry, Executive

\_\_\_\_\_  
By: Sara Drew, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law, Insurance and  
Risk Management

\_\_\_\_\_  
Brian Reali  
Director of Law

Date: \_\_\_\_\_

Date: \_\_\_\_\_