

CITY OF OBERLIN, OHIO

ORDINANCE No. 12-06 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SCOTT J. MULARONI, REGISTERED ARCHITECT, FOR THE PROVISION OF BUILDING DIVISION SERVICES AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Scott J. Mularoni, Registered Architect, for the provision of Building Division services for the City of Oberlin, in accordance with the proposed contract attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit:

“to authorize a contract for Building Division services as soon as possible in order to ensure the efficient operation of the Building Division and administration of the Ohio Building Code and Residential Code of Ohio”

and shall take effect immediately upon passage.

PASSED: 1st Reading – February 6, 2012 (S, E, F)
2nd Reading –
3rd Reading –

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 02/07/2012

EFFECTIVE DATE: 02/06/2012

CONTRACT

This Contract entered into this 24th day of February, 2012 by and between the City of Oberlin, Ohio, hereinafter referred to as "City" and Scott J. Mularoni, Registered Architect, hereinafter "the Plans Examiner and Building Official."

Whereas the City is in need of assistance from a State-Certified Building Official to administer and interpret the Ohio Building Code and Residential Code of Ohio; and

Whereas the City desires to retain the services of Scott J. Mularoni, Registered Architect as a State-Certified Building Official for the express purpose of administration of the State Certified Building Department, and administration and implementation of the Ohio Building Code (OBC), Residential Code of Ohio (RCO), International Property Maintenance Code (IPMC) and other related City Codes.

Now, therefore, in consideration of these premises, and of the mutual covenants herein set forth, the parties agree as follows:

- I. Services of Scott J. Mularoni, Registered Architect – Plans Examiner/Building Official agrees to furnish and perform the following professional services:
 - A. Serve as the Building Official, in the absence of the Chief Building Official, responsible for the administration and enforcement of the Ohio Building Code (OBC), Residential Code of Ohio (RCO), International Property Maintenance Code (IPMC) and other related City Codes and or ordinances as necessary.
 - B. Serve as the Plans Examiner for the review of Building Permit applications submitted under the Ohio Building Code.
 - C. Provide consultation, expert opinion or enforcement of other City housing and building codes and/or ordinances as directed by the Director of Planning and Development or City Manager.
 - D. All services to be performed shall be on an as-needed basis and shall not prohibit the Plans Examiner/Building Official from engaging in any other employment as long as it does not interfere with its duties to the City.
 - E. The Plans Examiner/Building Official shall submit itemized billings for all services rendered, as Building Official and Plans Examiner and Building Inspector. The disbursements of checks for the Building Division are subject to the review and approval of the City Planning Director.
 - F. The Plans Examiner/Building Official shall submit such reports to the City as the City may require.

- II. Performance by City: This Contract is based on the understanding that the City, without expense to the Plans Examiner/Building Official shall:

- A. Handle initial contacts with property owners. The City, at its discretion, may provide forms with which to track projects and billable hours.
- B. Provide temporary office space to the Plans Examiner/Building Official, if requested, as well as use of City-owned telephone, e-mail, fax, copier, mail service, filing and administrative assistance, or other office facilities as deemed necessary by both parties.

III. Compensation:

- A. As compensation, the Plans Examiner/Building Official shall receive Fifty-Five Dollars (\$55.00) per hour for all documented hours approved by the City.
- B. The Plans Examiner/Building Official shall provide his own vehicle and shall be liable for his own fuel, maintenance and insurance costs incurred thereon, and will not be eligible for travel or mileage reimbursement by the City.
- C. The Plans Examiner/Building Official shall not be provided any vacation, sick leave, health care coverage, clothing, unemployment compensation or any other fringe benefit.
- D. The Plans Examiner/Building Official shall not be provided any reimbursement or any workers compensation coverage and shall not be required to furnish proof of any such coverage. The Plans Examiner/Building Official shall indemnify and hold the City harmless for any such requirements.
- E. The Plans Examiner/Building Official will not be entitled to participate in any pension or any employment type benefit including OPERS, and no provisions thereof shall be deducted or offset from the Plans Examiner/Building Official's compensation. It is understood and agreed that the City will timely deliver to the Plans Examiner/Building Official an IRS Form 1099 on a yearly basis and that it shall not withhold sums from the Plans Examiner/Building Official's compensation for Federal, State and local income taxes, or for Medicare and/or Social Security liability. The Plans Examiner/Building Official is solely responsible for the timely payment of such charges and shall indemnify and hold the City harmless therefrom.

- IV. Indemnification: The City agrees to provide the Plans Examiner/Building Official with a defense, through legal counsel, selected by the City, in any suit instituted against the Plans Examiner/Building Official arising out of any good faith act performed by it in the lawful discharge of its duties pursuant to this Contract. The City will indemnify the Plans Examiner/Building Official against any such claim, judgment or cause of action to the extent of any expense it incurs or damage award therein.

The Plans Examiner/Building Official agrees to maintain business liability insurance.

V. Confidentiality:

Plans Examiner/Building Official agrees that any information communicated in any manner to him during the performance of the services required by this Contract, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Plans Examiner/Building Official as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. Term: The Term of this Contract shall be for an indefinite period of time. The Plans Examiner/Building Official understands and agrees that he serves at the pleasure of the City and this Contract can be terminated at any time by the City with or without cause with thirty (30) days written notice. In the event of termination, the City shall not be liable to the Plans Examiner/Building Official for any unemployment compensation or severance pay.

VII. Miscellaneous: This Contract contains the entire agreement of the parties and no part of this contract may be amended except in writing which is duly executed by the parties.

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

This Contract shall be construed in accordance with the laws of the State of Ohio and any disputes arising herefrom shall be decided in the courts of Lorain County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

Executed at Oberlin, Ohio, this 24th day of February 2012.


CITY OF OBERLIN, OHIO


Eric Norenberg, City Manager

Approved as to Form:


Eric R. Severs, Law Director

SCOTT J. MULARONI, REGISTERED ARCHITECT


Scott J. Mularoni