

ORDINANCE NO. 2024-7

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE BOARD OF COMMISSIONERS
OF LAKE COUNTY, OHIO, ON BEHALF OF ITS
BUILDING DEPARTMENT, AND DECLARING AN
EMERGENCY.**

WHEREAS, the Village of Waite Hill has negotiated an agreement with the Lake County Board of Commissioners, on behalf of its Building Department, and grants the Mayor authority to execute such agreement, marked "Exhibit A" and appended hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WAITE HILL, LAKE COUNTY, STATE OF OHIO:

SECTION 1. That the Village of Waite Hill and the Lake County Board of Commissioners mutually agree to administer and enforce the state building codes as applicable within their mutual and respective jurisdictions.

SECTION 2. That Lake County shall administer and enforce the state residential building codes within the jurisdiction of the Municipality, issue approvals and permits, charge applicable fee(s) for services and be responsible for obtaining all certifications required by law to carry out such enforcements.

SECTION 3. That all Building Department staff are considered to be employees of Lake County and subject to its employment regulations. Lake County must provide insurance coverage for Building Department staff performing services that fall within the purview of this Agreement, including health, auto (if applicable), worker's and unemployment compensation and/or OPERS benefits, and the Municipality shall have no responsibility with respect to insuring the Building Department staff.

SECTION 4. That any projects, documents, materials, etc, produced by the Building Department and/or Lake County pursuant to this Agreement shall be and remain records of Lake County.

SECTION 5. That mutual acceptance and execution of the Agreement does not constitute a partnership between Lake County and the Municipality, and that each party agrees to be solely liable for any negligence arising out of this Agreement.

SECTION 6. That this Agreement constitutes the entire agreement between the parties, and terminates any and all prior agreements, written or oral, between the parties regarding the same services as of its Effective Date.

SECTION 7. That if any provision in this Agreement is held invalid, the remainder of the Agreement shall not be affected, and all other parts of this Agreement shall be in full force and effect.

SECTION 8. That this Agreement shall be effective as of January 1, 2024 (the “Effective Date”) and shall continue until terminated by either Party for any reason upon thirty (30) days’ written notice, which shall be sent via the United States Postal Service (“USPS”), certified mail, return receipt requested to the specified agent(s) and/or address(es), proper notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by USPS, provided the receipt is not returned.

SECTION 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the reason that the Agreement detailed herein is needed for the daily operation of the Village of Waite Hill, therefore, this Ordinance shall take effect immediately upon its enactment and approval by the Mayor.

PASSED: _____, 2024

Council President

Submitted to the Mayor for approval on this

_____ day of _____, 2024

Approved by the Mayor

ATTEST:

_____, 2024

Clerk-Treasurer

Mayor