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AGREEMENT

THIS AGREEMENT made and concluded at Lakewood, Ohio, this 3rd day of December, 2018 by and between the CITY OF LAKEWOOD, Ohio, 12650 Detroit Avenue, Lakewood, Ohio (hereinafter referred to as "City") and JEFFREY A. GRUSENMEYER, 21555 Lorain Road, Fairview Park, Ohio 44126 (hereinafter referred to as the "Architect").

WHEREAS, the City is engaged in the business of issuing permits for plans to construct buildings or other structures within the City which are in complete compliance with the Ohio Building Code; and

WHEREAS, the City is continually engaged in the process of issuing such permits and desires to engage the services of the Architect to examine and review such plans to determine whether the plans are in complete compliance with the Ohio Building Code; and

WHEREAS, the Architect is duly licensed by the State of Ohio as an Architect and as a Class II Plans Examiner and desires to render his professional services to the City as provided for herein.

WITNESSETH:

For and in consideration of the mutual promises, covenants and agreements of the parties hereto as herein set forth, the parties hereby agree as follows:

1. **TERMS:** This Agreement shall be for one (1) year commencing on January 1, 2019, and may be terminated by either party by giving ten (10) days written notice to the other party;

2. **SERVICES:** Architect shall act as a Master Plans Examiner and shall examine and review any plans that the City deems necessary to be sent to Architect for review. Architect shall render his professional opinion, in writing, on all plans received from the City as to whether or not such plans are in complete compliance with the Ohio Building Code;

3. **USE OF AGENTS OR ASSISTANTS:** To the extent reasonably necessary to enable Architect to perform the duties hereunder, Architect shall be authorized, with the prior approval from the Building Commissioner, to engage the services or retain any other person(s) or corporation(s) necessary to aid or assist in the proper performance of the duties. The cost of the services of the Architect's staff or personal assistant shall be borne by the Architect;

4. **FACILITIES:** Architect shall furnish all facilities and equipment necessary to perform the services under this Agreement, except in those instances where it will be necessary for the City to provide reference books, reports, or other informational material;

5. **FEE:** For services to be rendered under this Agreement, Architect shall be entitled to a fee of $95.00 per hour, billed in quarter hour increments. In addition, Architect shall be entitled to reimbursement for authorized expenses incurred, pursuant to Paragraph 3 of this Agreement, payable upon the presentation of a statement and paid invoice to the City. Fees for such additional services may also be negotiated and paid

separately by the City. It is agreed that Architect is not an employee for the City, and shall not be entitled to any benefits beyond his fee for services rendered. In no event shall all payments to Architect under this Agreement exceed $10,000;

6. DEVOTION OF TIME: Architect shall devote the reasonable amount of time which is necessary for the satisfactory, complete and timely performance of the duties under this Agreement. Architect shall make a reasonable effort to provide such additional services;

7. INSURANCE: Architect shall be an independent contractor and not an employee of the City under this Agreement and shall maintain a policy of Professional Liability Insurance in the minimum amount of $250,000.00 to cover any claims arising out of the performance of services under this Agreement and shall further indemnify, save harmless, and defend the City from any claims arising from any act or omission of Architect or Architect's agents.

However, notwithstanding the above, the City shall defend, on its own behalf, any claim against the City arising out of the performance of services under this Agreement and shall not seek recovery or reimbursement for such expenses and costs from Architect in any matter in which a judgment or verdict is not rendered against Architect or the Architect's agents;

8. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promises relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Architect without the prior written consent of the City. In the event of an assignment by Architect to which the City has consented, the assignee or legal representative shall agree, in writing, with the City to personally assume, perform and be bound by the covenants, obligations and agreements contained herein;

9. SUCCESSORS AND ASSIGNS: Subject to the provisions regarding assignments, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties;

10. GOVERNING LAW: The validity of this Agreement and any of its terms or provisions, as are the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio;

11. AMENDMENT: This Agreement may be amended by the mutual agreement of the parties hereto in a writing to be attached to and incorporated into this Agreement;

12. LEGAL CONSTRUCTION: In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provisions and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

Executed at Lakewood, Ohio, on the day and year first above written.

WITNESSES:

ARCHITECT:

JEFFREY A. GRUSENMEYER

CITY OF LAKEWOOD, OHIO

MICHAEL P. SUMMERS, Mayor

The legal form and correctness of the within document is hereby approved.

JENNIFER L. SWALLOW
Chief Assistant Law Director