

RESOLUTION NO. 38-15  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE  
20th DAY OF July, 2015.

A RESOLUTION AUTHORIZING THE CITY  
MANAGER, ON BEHALF OF THE CITY OF  
CENTERVILLE, TO ENTER INTO A SERVICE  
CONTRACT WITH ED FAULKNER FOR  
BUILDING INSPECTION SERVICES.

WHEREAS, the City of Centerville and Mr. Ed Faulkner desire to enter into a  
Service contract to provide building inspection services as necessary; and

WHEREAS, for public safety, it is in the best interest of the citizens of the City  
of Centerville to enter into said contract.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute  
a Service Contract between the City of Centerville and Mr. Ed Faulkner dba Building  
Inspection Services for contracted building inspection services. A copy of said Service  
Contract is marked Exhibit "A", attached hereto and made a part hereof.

Section 2. That this resolution will take effect on the earliest date allowed by  
law.

PASSED this 20th day of July, 2015.

Mark Keup  
Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 38-15, passed by the Council of the City of Centerville, Ohio, on the 20th day of July, 2015.

Debra A. James  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

AGREEMENT

This AGREEMENT is made at Centerville, Ohio, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between BUILDING INSPECTION SERVICES(hereinafter CONTRACTOR) whose address is 75 Blossom Court Fairborn, Ohio 45324, and the CITY OF CENTERVILLE, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 (hereinafter "CENTERVILLE").

WITNESSETH

WHEREAS, CENTERVILLE has the governmental authority and duty to cause building and electrical inspections of buildings within its corporate boundaries to be performed; and

WHEREAS, CONTRACTOR represents to CENTERVILLE that either it or its employee/agent, Ed Faulkner, is a Certified Building and Electrical Inspector in the State of Ohio and, as such, has experience in building and electrical inspection, design and the Building and Electrical Code and is ready, willing and able to provide the City with the services hereafter described; and

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1. TERM: This AGREEMENT shall commence upon the date of execution and shall remain in effect for the term of one (1) year; provided, however, it shall be automatically renewed for additional one (1) year periods unless either party gives notice to the other of an election not to renew at least thirty (30) days prior to any expiration date and, provided further, that either party may terminate same with or without cause at any time by giving thirty (30) days prior written notice to the other party.

Section 2. DUTIES: At the request of a duly authorized representative of CENTERVILLE, CONTRACTOR shall undertake such inspection services as may be assigned to it by CENTERVILLE. While certain inspection tasks will be assigned to it by CENTERVILLE, CONTRACTOR shall be solely responsible for the method employed and the time for carrying out the inspection services which, in any event, shall be performed in a competent manner and in full compliance with the provisions of any applicable codes.

Section 3. COMPENSATION: In consideration of his performance of the inspection services as provided for herein, CONTRACTOR shall be compensated at the rate of Fifty dollars (\$50) per hour, with a minimum payment of two (2) hours per day of inspection services assigned by Centerville pursuant to Section 2, above. Payment shall be made by CENTERVILLE to CONTRACTOR based upon invoices rendered by CONTRACTOR, no later than the 15<sup>th</sup> day of the next succeeding month. In the event of termination as provided for herein, CONTRACTOR shall only be entitled for compensation for services performed prior to the effective date of the termination.

Section 4. INDEPENDENT CONTRACTOR: The parties hereto agree that, pursuant to this AGREEMENT, CONTRACTOR is an independent contractor and not an employee or partner of CENTERVILLE. As such, CONTRACTOR is solely responsible for the payment of all applicable taxes including, but not limited to, applicable income taxes, self-employment tax, Medicare tax, workers' compensation and unemployment compensation. Since CONTRACTOR is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause CONTRACTOR to be added as an additional insured on its liability insurance policy. It is further understood that CONTRACTOR has sufficient insurance, as well.

Section 5. PERSONAL SERVICE CONTRACT: The parties agree that this Agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and as interpreted in Section 145-1-42(A) of the Ohio Administrative Code. This AGREEMENT is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42(A)(2)(a). The parties further agree that since this is a personal service contract no Public Employees Retirement System deductions will be made from CONTRACTOR's compensation nor paid to the Public Employees Retirement System of Ohio on and in accordance with provisions of Section 145-1-42(B)(2) of the Ohio Administrative Code. As a personal service contract, the duties are personal to CONTRACTOR and may not be assigned by it to any other person, other than Ed Faulkner, without the written consent of CENTERVILLE.

Section 6. BACKGROUND CHECK. CONTRACTOR agrees to submit to a complete background check, which may include but is not limited to, an inquiry into CONTRACTOR's or its employees/agents employment history, education, general character or reputation, work experience, driving history, criminal history, and credit history. CONTRACTOR authorizes CENTERVILLE to obtain CONTRACTOR's or its employees/agents' driving record on file with the Ohio Bureau of Motor Vehicles, as well as the periodic recheck of such records. Information supplied by CONTRACTOR will be used solely for the purposes of obtaining information, validating or verifying information received as part of the background check. CONTRACTOR and its employees and agents release CENTERVILLE, its representatives, agents or authorized third parties from any and all liabilities related to the use, procurement, or disclosure of any information provided CONTRACTOR or obtained about CONTRACTOR in connection with the AGREEMENT and the background check conducted herein. Results will stay on file for a period of three (3) years. CENTERVILLE may rely on all or part of the information resulting from the background check to determine whether to terminate the AGREEMENT.

Section 7. WARRANTY. CONTRACTOR warrants that it is not prohibited from contracting with CENTERVILLE by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition. For breach, or violation of this warranty, the city shall have the right to annul this AGREEMENT with no further obligation, or penalty, and shall have the right to recover the full amount of any such fee, commission, percentage, brokerage fee, or contingent fee, and the full amount of the costs of the Contract.

Section 8. MISCELLANEOUS: This AGREEMENT represents the entire understanding between the parties. No amendment or modification shall be effective unless in

writing signed by both parties. Any notices provided for herein shall be served in person or by mail to the address set forth the in the first paragraph above until such time as either party has notified the other of a change of address.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first above written.

WITNESS:

CITY OF CENTERVILLE

\_\_\_\_\_

By: Gregory B. Horn, City Manager

BUILDING INSPECTION SERVICES

\_\_\_\_\_

By: Ed Faulkner  
Its: \_\_\_\_\_  
75 Blossom Court  
Fairborn, Ohio 45324

Approved as to form:

\_\_\_\_\_  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Finance Director of the City of Centerville, Ohio under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2015 under the foregoing Agreement will, upon the issuance of bonds or notes for that purpose, have been lawfully appropriated for that purpose, and will be in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Finance Director  
City of Centerville, Ohio