

RESOLUTION NO. 10-14
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Bials ON THE 17th
DAY OF March, 2014.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF
THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH
GREGG TAYLOR FOR ARCHITECTURAL CONSULTING SERVICES.

WHEREAS, the City of Centerville has the need, at times, for architectural
services in the nature of plans examination, and

WHEREAS, Gregg Taylor represents to Centerville that he is architectural
consultant who is ready, willing and able to provide the City with said services.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute an
Agreement between the City of Centerville and Gregg Taylor for architectural services in
the nature of plans examination for the City, a copy of said Agreement is attached hereto,
incorporated herein, marked Exhibit "A".

PASSED THIS 17th day of March, 2014

C. Mark Kempel
Mayor of the City of
Centerville, Ohio

ATTEST:

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

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 10-14, passed by the Council of the City of Centerville, Ohio on the 17th day of March, 2014

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT

This AGREEMENT is made at Centerville, Ohio, on the _____ day of _____, 2014, by and between Gregg Taylor (hereinafter "CONSULTANT") whose address is 2909 Roanoke Ave. Kettering, OH 45419, and the CITY OF CENTERVILLE, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 (hereinafter "CENTERVILLE").

WITNESSETH

WHEREAS, CENTERVILLE desires to have several matters relating to architectural services in the nature of plans examination performed for it; and

WHEREAS, CONSULTANT represents to CENTERVILLE that he is a qualified architectural consultant who is ready, willing and able to provide the city with the services hereafter described

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 until either party gives thirty (30) days written notice to the other party of an election to terminate this AGREEMENT, whereupon the AGREEMENT will terminate on the thirtieth day after such notice is given.

Section 2. DUTIES: At the request of the Building Department of CENTERVILLE, CONSULTANT shall undertake a review and examination of building plans for the building official and the Building Department of the City of Centerville.

Section 3. COMPENSATION: In consideration of his performance of the consulting services as provided for herein, CONSULTANT shall be compensated at the rate of \$80.00 per hour. Payment shall be made by CENTERVILLE to CONSULTANT based upon invoices submitted to Centerville no later than the 15th day of the next month. In the event of termination as provided for herein, CONSULTANT shall only be entitled for compensation for services performed up to the date of termination.

Section 4. INDEPENDENT CONTRACTOR: The parties hereto agree that, pursuant to this AGREEMENT, CONSULTANT is an independent contractor and not an employee or partner of CENTERVILLE. As such, CONSULTANT 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 CONSULTANT is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause CONSULTANT to be added as an additional insured on its liability insurance policy.

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 CONSULTANT'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 CONSULTANT and may not be assigned by him to any other person without the written consent of CENTERVILLE.

Section 6. BACKGROUND CHECK. CONSULTANT agrees to submit to a complete background check, which may include but is not limited to, an inquiry into CONSULTANT'S employment history, education, general character or reputation, work experience, driving history, criminal history, and credit history. CONSULTANT authorizes CENTERVILLE to obtain CONSULTANT'S driving record on file with the Ohio Bureau of Motor Vehicles, as well as the periodic recheck of such records. Information supplied by CONSULTANT will be used solely for the purposes of obtaining information, validating or verifying information received as part of the background check. CONSULTANT releases CENTERVILLE, its representatives, agents or authorized third parties from any and all liabilities related to the use, procurement, or disclosure of any information provided by CONSULTANT or obtained about CONSULTANT 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. CONSULTANT warrants that he/she 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

Gregg Taylor
CONSULTANT

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 2014 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: _____, 2014

Finance Director
City of Centerville, Ohio