

RESOLUTION NO. 6-10
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON THE
22nd DAY OF February, 2010.

A RESOLUTION AUTHORIZING THE CITY
MANAGER, ON BEHALF OF THE CITY OF
CENTERVILLE, TO ENTER INTO AN
AGREEMENT WITH NATIONAL INSPECTION
CORPORATION (NIC) FOR PLAN
EXAMINATION.

WHEREAS, The Building Official and the Public Works Department for the
City of Centerville has the need, at times, for architectural services in the nature of
review and examination of building plans, and

WHEREAS, the National Inspection Corporation represents itself to
Centerville that, as a professional consulting firm, it 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 National Inspection Corporation for
review and examination of building plans for the City's Building Official and Public
Works Department; a copy of said Agreement is attached hereto, incorporated herein
and marked Exhibit "A."

PASSED this 22nd day of February, 2010.

C. Mark Keegan
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 6-10, passed by the Council of the City of Centerville, Ohio, on the 22nd day of February, 2010.

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 FOR PROFESSIONAL SERVICES

This Agreement is entered into at Centerville, Ohio this ____ day of _____, 2010, by and between the City of Centerville, Ohio, an Ohio municipal corporation ("Centerville"), 100 W. Spring Valley Road, Centerville, OH 45458 and National Inspection Corporation, an Ohio corporation ("NIC"), 311 Regency Ridge Drive, Centerville, Ohio 45459, upon the terms and conditions as set forth herein.

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

WHEREAS, the National Inspection Corporation represents itself to Centerville that, as a professional consulting firm, it is ready, willing and able to provide the City of Centerville with said services, and

WHEREAS, Centerville and NIC wish to enter into a contract for NIC to provide plan examination for the City of Centerville; and

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

Section 1. Centerville agrees that NIC shall perform plan examination, on an "as needed basis" and in compliance with the Building Codes of the City of Centerville and the State of Ohio.

Section 2. TERM: This Agreement shall commence upon the date of execution and shall remain in effect until either party gives written notice to the other of an election not to continue at least thirty (30) days prior to any termination date.

Section 3. COMPENSATION: In consideration of the performance of the consulting services as provided for herein, National Inspection Corporation shall be compensated at the rate of \$72.00 per hour. Payment shall be made by Centerville to NIC based upon invoices rendered by NIC no later than the 15th day of the next succeeding month. In the event of termination as provided for herein, NIC shall only be entitled to compensation for services performed prior to the effective date of termination.

Section 4. INDEPENDENT CONTRACTOR: The parties hereto agree that, pursuant to this AGREEMENT, National Inspection Corporation is an independent contractor and not an employee or partner of the City of Centerville. As such, NIC 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 NIC is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744 of the

Ohio Revised Code, the City of Centerville shall cause NIC to be added as an additional insured on its liability 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 of the 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 NIC'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 NIC and may not be assigned to another person or company without the written consent of CENTERVILLE.

Section 6. While this Agreement is in effect and for one year after termination, the City of Centerville will not offer employment to nor solicit any employment applications from employees or contractors of NIC.

Section 7. **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 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:

Gregory B. Horn, City Manager
CITY OF CENTERVILLE

Andrew McKenzie, President
National Inspection Corporation