

RESOLUTION NO. 7-10
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 WILLIAM BERGMAN
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, William Bergman represents to Centerville that he is a qualified
architectural consultant who is ready, willing and able to provide the City with said
services examining plans.

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 William Bergman 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, marked
Exhibit "A."

PASSED this 22nd day of February, 2010.

C. Mark Kuyper
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 7-10, 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

EXHIBIT "A"

AGREEMENT

This AGREEMENT is made at Centerville, Ohio, on the _____ day of _____, 2010, by and between William Bergman (hereinafter CONSULTANT) whose address is 5157 South Oak Tree Drive, Kettering, Ohio 45440, 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; 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 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 2. DUTIES: At the request of the Public Works Department of CENTERVILLE, CONSULTANT shall undertake a review and examination of building plans for the building official and the Public Works 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 rendered by Mr. Bergman no later than the 15th day of the next succeeding month. In the event of termination as provided for herein, CONSULTANT shall only be entitled for compensation for services performed prior to the effective 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. **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:

Gregory B. Horn, City Manager
CITY OF CENTERVILLE

William Bergman
CONSULTANT