

RESOLUTION NO. 22-07
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Robert Corbin ON THE
21st DAY OF May, 2007.

A RESOLUTION AUTHORIZING THE CITY
MANAGER, ON BEHALF OF THE CITY OF
CENTERVILLE, TO ENTER INTO AN
AGREEMENT WITH TIM HOBGOOD, FOR
BUILDING AND ELECTRICAL INSPECTIONS.

WHEREAS, The Chief Building Official and the Public Works Department for
the City of Centerville has the need, at times, for back up building and electrical
inspections, and

WHEREAS, Tim Hobgood represents to Centerville that he is a qualified
Building and Electrical Inspector who is ready, willing and able to provide the City with
said services; and

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 Tim Hobgood to do back up
inspections for the Chief Building Official and Public Works Department, a copy of said
Agreement which is attached hereto and incorporated here, marked Exhibit "A".

PASSED this 21st day of May, 2007.

Mark Kenzies
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 22-07, passed by the Council of the City of Centerville, Ohio, on the 21st day of May, 2007.

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 made at Centerville, Ohio on the ____ day of _____, 2007 by and between TIM HOBGOOD, (T & S, LLC.) whose address is 7100 Eyler Drive, Springboro, Ohio 45066 whose address, telephone 937 689-5680 (hereinafter "HOBGOOD") 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, HOBGOOD, represents to CENTERVILLE that he 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, HOBGOOD shall undertake such inspection services as may be assigned to him by CENTERVILLE. While certain inspection tasks will be assigned to him by CENTERVILLE, HOBGOOD 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 consulting services as provided for herein, HOBGOOD, shall be compensated at the rate of fifty dollars (\$50.00) per hour. Payment shall be made by CENTERVILLE to HOBGOOD based upon invoices rendered by HOBGOOD no later than the 15th day of the next succeeding month. In the event of termination as provided for herein, HOBGOOD 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, HOBGOOD is an independent contractor and not an employee or partner of CENTERVILLE. As such, HOBGOOD 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 HOBGOOD is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause HOBGOOD 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 145-5-15(C) 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 145-5-15(C)(3). The parties further agree that since this is a personal service contract no Public Employee's Retirement System deductions will be made from HOBGOOD's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-5-15(d) of the Ohio Administrative Code. As a personal service contract, the duties are personal to HOBGOOD 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 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

Tim Hobgood
T & S, LLC.
7100 Eyer Drive
Springboro, Ohio 45066