

RESOLUTION NO. 50-016
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas Cline ON THE 20th
DAY OF November, 2006.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH NATIONAL INSPECTION
CORPORATION FOR RENTAL INSPECTION SERVICES.

WHEREAS, Ordinance 19-06 of the City of Centerville requires that all
residential rental units, both single and multiple family housing, must have the
interior and exterior of the premises, its structures, and its rental units inspected
biennially to determine compliance with the Property Maintenance Code and
Zoning Code; and

WHEREAS, proposals from qualified residential inspection firms were sought to
provide professional inspection services necessary for the enforcement of the
Centerville Property Maintenance Code through the Residential Rental Inspection
Program; and

WHEREAS, Centerville and NIC desire to enter into a contract for NIC to
provide residential rental inspections on behalf of the Centerville; and

WHEREAS, the services to be performed by NIC are of a technical, non-
competitive and professional nature and therefore this request for proposals
procedure is exempt from public bidding requirements and is an exercise of the
Home Rule Powers of the City under §3, Article XVIII of the Ohio Constitution;

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is authorized and directed to enter into an
agreement with National Inspection Corporation to provide rental inspection
services as required by Ordinance 19-06, as set forth in the Exhibit "A" attached
and incorporated herein.

PASSED THIS 20th day of November, 2006.

Mark Kengreed
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. _____, passed by the Council of the City of Centerville, Ohio on the 20th day of November, 2006.

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 FOR PROFESSIONAL SERVICES

Agreement entered into at Centerville, Ohio this ____ day of _____, 2006 by and between the City of Centerville, Ohio, an Ohio municipal corporation ("Centerville"), 100 W. Spring Valley Rd., Centerville, OH 45458 and National Inspection Corporation, an Ohio corporation ("NIC") 311 Regency Ridge, Centerville, Ohio 45459, upon the terms and conditions as set forth herein.

WHEREAS, Ordinance 19-06 of the City of Centerville requires that all residential rental units, both single and multiple family housing, must have the interior and exterior of the premises, its structures, and its rental units inspected biennially to determine compliance with the Property Maintenance Code and Zoning Code; and

WHEREAS, proposals from qualified residential inspection firms were sought to provide professional inspection services necessary for the enforcement of the Centerville Property Maintenance Code through the Residential Rental Inspection Program; and

WHEREAS, Centerville and NIC desire to enter into a contract for NIC to provide residential rental inspections on behalf of the Centerville; and

WHEREAS, the services to be performed by NIC are of a technical, non-competitive and professional nature and therefore this request for proposals procedure is exempt from public bidding requirements and is an exercise of the Home Rule Powers of the City under §3, Article XVIII of the Ohio Constitution;

NOW, THEREFORE, Centerville and NIC agree as follows:

1. Centerville agrees that NIC shall perform residential rental inspections in compliance with the City of Centerville Property Maintenance and Zoning Codes. NIC shall report to the City Manager or his/her designee.
2. NIC agrees to perform residential rental inspections on behalf of Centerville. No waiver of code requirements shall be issued by NIC. NIC must provide all labor, equipment, and materials necessary for completing the work unless otherwise agreed to in writing. NIC must perform criminal background checks on all employees, agents, and independent contractors of the company. All employees, agents, and independent contractors of NIC assigned to the program must be properly licensed and bonded. NIC must assure the City of Centerville that it is an equal opportunity employer and that it does not and will not discriminate in any fashion in regard to race, sex, national origin, political affiliation, disability (handicap), and age where protected by law, or any other non-merit or non-occupational related factors. NIC must provide uniforms and identification cards to all employees, agents, and independent contractors assigned to the program that meet the approval of the City. All employees, agents, and independent contractors of NIC assigned to the program must perform tasks associated with the program in a professional manner.

3. Centerville shall pay NIC for services rendered in accordance with Appendix A. Collection of inspection fees shall be the sole responsibility of the City of Centerville.

4. NIC agrees to indemnify Centerville and hold the City, its elected and appointed officials, and employees harmless from claims, suits, etc. of NIC's employees or equipment used during the inspection services, and from any loss or liability caused by or arising out of action or inaction of NIC or any of its employees taken or required to be taken, which results in a judgment or decision adverse to Centerville under this Agreement. No settlement of any claim arising or allegedly arising out of the aforesaid shall be entered into with an adverse party without the express consent of NIC. NIC shall be entitled to full participation with Centerville in defense of any such claim. NIC further shall be required to carry a policy of general liability insurance with limits not less than \$1,000,000.00 and errors and omission coverage with limits of not less than \$500,000.00, and shall provide Centerville with certificates evidencing said insurance coverages, as well as a certificate evidencing worker's compensation coverage to Centerville upon request.

5. NIC agrees to submit any dispute regarding the Centerville Property Maintenance Code or Zoning Code to the duly appointed appropriate appeals board or commission for final decision and to accept such decision.

6. NIC agrees to furnish the following specific services to Centerville:

- a. Perform residential rental inspections as scheduled by the City of Centerville.
- b. Upon request, advise applicants on Property Maintenance Code and Zoning Code requirements.
- c. Upon request of the Centerville Municipal Attorney, make its representatives reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described.

7. All documents generated for the program shall be in a format acceptable by the City of Centerville, including inspection checklists and reports, and shall remain the property of the City of Centerville.

8. This Agreement shall be effective upon the date of its execution by the City Manager of Centerville and shall continue for a term of three (3) years from the date of execution, with three, three (3) year option renewal periods. However, either party may terminate this Agreement without cause with sixty (60) days notice to the other party after the first year of this Agreement. Should the City of Centerville terminate the agreement within six months of the date of the contract, NIC will be guaranteed payment of \$10,000 related to start-up costs. While this Agreement is in effect and for one year after termination, Centerville will not offer employment to, nor solicit any employment applications from employees or contractors of NIC. NIC must disclose any conflicts of interest.

9. All notices to be given by or to either party to this Agreement shall be sent by U.S. Mail, Certified, return receipt requested to the address as is noted above or as it is duly noticed by either party. All such notices shall be effective as of the date received.

10. This Agreement shall be construed under and in accordance with the laws of the State Of Ohio, and all obligations to the parties created under this Agreement are performable in Montgomery County, Ohio.

11. This Agreement shall be binding and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

12. If one or more of the provisions contained in this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.

15. This Agreement may not be assigned by either party without express written consent of the other party, which consent may not be unreasonably withheld.

The City of Centerville, Ohio

BY: _____

ITS: _____

National Inspection Corporation

BY: _____

ITS: _____

APPROVED AS TO FORM

Scott A. Liberman, Municipal Attorney

CERTIFICATE OF FUNDS

In the matter of: Agreement with National Inspection Corporation

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Centerville under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Centerville or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____, 2006

CITY OF CENTERVILLE

By: _____
Mark Schlagheck, Director of Finance

Appendix A

The fees for the services rendered shall be:

Rental Inspections only	\$12 per inspection
Administrative Tasks	\$N per month
(Where N = number of rental units administered by NIC x \$.48)	

Testifying in Court	
For each second and subsequent appearance	\$18 per ¼ hour