

RESOLUTION NO. 02-03
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Roger W. Krass ON THE
27th DAY OF January, 2003.

A RESOLUTION AUTHORIZING THE CITY MANAGER,
ON BEHALF OF THE CITY OF CENTERVILLE, TO
ENTER INTO AN AGREEMENT WITH HENRY K.
SCHINDLER FOR ELECTRICAL INSPECTION
SERVICES.

WHEREAS, The City of Centerville has the need, at times, for electrical
inspection services, and

WHEREAS, Henry K. Schindler represents to Centerville that he is a Certified
Electrical Inspector in the State of Ohio who is ready, willing and
able to provide the City with said services; and

WHEREAS, the parties wish to amend and replace a previous agreement between
them executed on February 27, 1997.

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 Henry K. Schindler for electrical
inspection services, a copy of said Agreement which is attached hereto and incorporated
herein, marked Exhibit "A".

Section 2. That this Resolution shall become effective immediately upon
passage.

PASSED this 27th day of January, 2003.

Sally D. Buabs
Mayor of the City of Centerville, Ohio

ATTEST:

Maria J. Sauselle
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 02-03, passed by the Council of the City of Centerville, Ohio, on the 27th day of January, 2003.

Maria J. Sauselle
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AMENDED AGREEMENT

This AGREEMENT made at Centerville, Ohio on the ____ day of _____, 2003 by and between HENRY K. SCHINDLER whose address is 335 North Third Street, Tipp City, Ohio 45371, telephone 937-667-4021 (hereinafter SCHINDLER) 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 electrical inspections of buildings within its corporate boundaries to be performed; and

WHEREAS, SCHINDLER represents to CENTERVILLE that he is a Certified Electrical Inspector in the State of Ohio and as such has experience in electrical inspection, design and the Electrical Code and is ready, willing and able to provide the city with the services hereafter described; and

WHEREAS, the parties entered into a previous agreement for said services on February 27, 1997 which they now wish to replace by this amended agreement.

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. This AGREEMENT replaces and amends said agreement executed February 27, 1997.

Section 2. DUTIES At the request of a duly authorized representative of CENTERVILLE, SCHINDLER shall undertake such electrical inspection services as may be assigned to him by CENTERVILLE. While certain inspection tasks will be assigned to him by CENTERVILLE, SCHINDLER 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 electrical code.

Section 3. COMPENSATION In consideration of his performance of the consulting services as provided for herein, SCHINDLER shall be compensated at the rate of thirty dollars (\$30.00) per hour. Payment shall be made by CENTERVILLE to SCHINDLER based upon invoices rendered by SCHINDLER no later than the 15th day of the next succeeding month. In the event of termination as provided for herein, SCHINDLER shall only be entitled for compensation for services performed prior to the effective date of the

termination. In lieu of paying mileage to SCHINDLER, CENTERVILLE shall furnish him with a city vehicle for his use in performing the services provided for hereunder.

Section 4. INDEPENDENT CONTRACTOR The parties hereto agree that, pursuant to this AGREEMENT, SCHINDLER is an independent contractor and not an employee or partner of CENTERVILLE. As such, SCHINDLER 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 SCHINDLER is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause SCHINDLER 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 SCHINDLER'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 SCHINDLER 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

Henry K. Schindler