

RESOLUTION NO. 77-78  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sweetman ON THE 15th  
DAY OF December, 1978.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY  
MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF  
KETTERING FOR BUILDING INSPECTION SERVICES.

WHEREAS, the City of Kettering and the City of Centerville are  
desirous of providing assistance to each other with respect to building  
inspection services; and

WHEREAS, pursuant to Section 715.02 Ohio Revised Code said parties  
have the power to enter into such Agreement.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


SECTION 1. That the Council of the City of Centerville, Ohio,  
hereby ratifies the action taken by the City Manager to execute an Agreement,  
a copy of which is attached hereto, incorporated herein and marked "Exhibit A",  
said Agreement with the City of Kettering to provide assistance to each other  
with respect to building inspection services when requested and available.

SECTION 2. That this Resolution shall be in full force and effect  
at the earliest date allowed by law.

PASSED this 15th day of December, 1978.

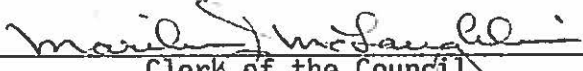
  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville,  
Montgomery County, Ohio, hereby certifies the foregoing to be a true and  
correct copy of Resolution Number 77-78, passed by the Council of the  
City of Centerville, Ohio, on the 15th day of December, 1978.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Centerville, Ohio, and the City of Kettering, Ohio, both being Ohio municipal corporations located in Montgomery County, Ohio.

WITNESSETH:

WHEREAS, the municipal corporations, which are parties to this Agreement, are desirous of providing assistance to each other with respect to building inspection services as herein provided; and

WHEREAS, pursuant to Section 715.02 Ohio Revised Code the parties hereto have the power to enter into this Agreement;

NOW THEREFORE, in consideration of the benefits mutually accruing, the parties agree as follows:

TERM

1. The term of this Agreement shall be perpetual; provided, however that either party may withdraw at any time, upon thirty (30) days written notice addressed to the City Manager of the other city which is a party hereto, and thereafter this Agreement shall terminate.

SERVICES,  
PROCEDURE,  
ETC.

2. Upon the request of either party by the chief officer of the Division of Building Inspection or any superior of his, each party to this Agreement will furnish manpower and equipment from the Division of Building Inspection if the chief officer of the said Division from which aid is requested or his superior is of the opinion that such manpower and equipment is available and can be furnished without unduly hampering the operations of his Division. Such manpower and equipment may be recalled at the sole discretion of the said chief officer or his superior, of the said Division furnishing such manpower and equipment. When any manpower is acting in the corporation limits of the City requesting assistance, he shall have full power and authority to carry out the duties requested of him in the same manner as if he was an employee of the city making the request.

LIABILITY

3. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement against any city failing to respond and in favor of the city requesting assistance. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

CHARGES

4. No charge shall be made to the contracting parties entering into this Agreement for services rendered under the provisions of this Agreement.

REIMBURSE-  
MENT FOR  
LOSS OR  
DAMAGE

5. There shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing city for Workman's Compensation benefits arising by reason of injury or death to any employee of said city while engaged in rendering services under this Agreement. The parties recognize and agree that any employee acting under this Agreement shall nevertheless remain the employee of the city by which he was hired and that he is therefore entitled to such Workman's Compensation and other compensation and benefits as are provided by said city.

AMENDMENT  
ENTIRE  
AGREEMENT  
ETC.

6. This Agreement represents the entire understanding between the parties and no amendment or modification shall be valid unless in writing signed by the duly authorized representatives of the parties. This Agreement shall be effective from and after the date of execution.

IN WITNESS WHEREOF, the City of Centerville, Montgomery County, Ohio, and the City of Kettering, Montgomery County, Ohio, have accepted this Agreement, and have authorized its execution in accordance with ordinances

passed by the respective councils of the Cities of Centerville, Ohio and Kettering, Ohio. Executed this 13<sup>th</sup> day of December, 1978 in accordance with Section 715.02 , Ohio Revised Code.

WITNESS:

Arue C. Maruca

CITY OF CENTERVILLE

by [Signature]  
City Manager

Approved as to Form:

[Signature]  
Municipal Attorney  
City of Centerville

James Patton

CITY OF KETTERING

by [Signature]  
City Manager

Approved as to Form:

[Signature]  
Director of Law  
City of Kettering