

RESOLUTION NO. 109-22
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE 5th
DAY OF December, 2022.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PUBLIC HEALTH – DAYTON & MONTGOMERY COUNTY (“PHDMC”) FOR 2023 PLUMBING INSPECTION SERVICES.

WHEREAS, the City of Centerville provides plumbing inspections; and

WHEREAS, the City desires to engage the Public Health – Dayton & Montgomery County (“PHDMC”) for services of a certified plumbing inspector on an as needed basis; and

WHEREAS, Centerville and PHDMC desire to enter into a contract for PHDMC to provide plumbing inspections on behalf of the City of Centerville; and

WHEREAS, the services to be performed by PHDMC 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 the Public Health – Dayton & Montgomery County (“PHDMC”) to provide plumbing inspection services as needed by the City of Centerville, as set forth in the Agreement attached hereto as Exhibit “A” and incorporated herein.

Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 5th day of December, 2022.



Mayor of the City of Centerville, Ohio

ATTEST:



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. 109-22, passed by the Council of the City of Centerville, Ohio on the 5th day of December, 2022.


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

This Agreement is made and entered into the 7th of December 2022, by and between Public Health - Dayton & Montgomery County, 117 South Main Street, Dayton, Ohio 45422-1280, hereinafter called "PHDMC," and the City of Centerville, Ohio, 100 West Spring Valley Road, Centerville, Ohio 45458, hereinafter called the "City."

WITNESSETH:

WHEREAS, the City desires to engage PHDMC for the services of a certified plumbing inspector, approved by the Ohio Department of Commerce, and perform plumbing inspections as are required by Section 3703.01 of the Ohio Revised Code on an "as needed basis", and

WHEREAS, PHDMC has been identified as an entity having the requisite qualifications and expertise to provide such services and PHDMC represents that it has the requisite skill to provide these services,

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on January 1, 2023, and extend through December 31, 2023.
2. **Statement of Work.** PHDMC shall perform plumbing inspections required by Section 3703.01 of the Ohio Revised Code by a certified plumbing inspector, approved by the Ohio Department of Commerce, on an "as needed basis". The City has no obligation to request that services be performed by PHDMC. In the event the City requests PHDMC perform such services, PHDMC shall provide expeditious handling of all such City requests, subject to PHDMC's staffing levels. No changes to the Statement of Work requirements will be accepted without prior written approval of PHDMC.
3. **Termination.** Either party may terminate this agreement upon thirty (30) days prior written notice to the other without any further obligation. The City shall pay for necessary costs incurred by PHDMC until time of termination only. PHDMC shall neither perform work nor submit an invoice for payment of work performed under this Agreement for any time period after termination.
4. **Consideration.** In consideration for performing plumbing activity as described above, the City shall reimburse PHDMC at the rate of \$75.00 per hour for inspections and \$50.00 per hour for plan review, billable in quarter-hour increments, and mileage reimbursement at the current Internal Revenue Service rate at the time of the occurrence. The hourly rate and mileage reimbursement encompasses time spent traveling between PHDMC main offices at 117 South Main Street, Dayton, Ohio, and City inspection sites and travel time between PHDMC workplaces and City inspection sites.

5. **Invoicing and Payment.** PHDMC shall submit monthly invoices including written, signed reports of the time spent performing services, itemizing in reasonable detail the dates on which services were performed, the number of hours and increments thereof spent on such dates and a brief description of the services rendered. The City shall pay PHDMC the amounts due pursuant to submitted invoices and reports approximately thirty (30) days after receipt of the same.

6. **Relationship of Parties.** Nothing herein shall be construed to create an employer-employee relationship between PHDMC and the City. It is expressly understood and agreed that the City not be construed or held out to be an employer, principal, partner, associate, or joint venture of PHDMC. At all times, PHDMC and its employees, agents or contractors shall have the status of an independent contractor. No benefits are extended, and no taxes shall be withheld. PHDMC shall be responsible for the payment of its own tax liabilities including, but not limited to, Federal Withholding Tax, Social Security Tax, City Income Tax, and State Income Tax.

7. **Assignment.** Neither PHDMC nor the City shall assign, or in any way transfer, either party's interest in this Agreement without the written consent of the other.

8. **Liability.** All loss, costs, or damages which may occur to be claimed with respect to any person, or persons, corporation, property, or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.

9. **Notices and Points of Contact.** All notices required or permitted under this Agreement and points of contact shall be given to the following individuals:

PHDMC: Public Health - Dayton & Montgomery County
 Matthew Tyler, REHS, MPH, Director, Environmental Health
 117 South Main Street
 Dayton, Ohio 45422-1280

City: City of Centerville, Ohio
 Joey O'Brien, Interim Economic Development Administrator
 100 West Spring Valley Road
 Centerville, Ohio 45458

10. **Waiver.** No waiver by PHDMC of any terms of this Agreement to be kept, performed, and observed by the City shall be construed to be or act as a waiver by PHDMC of any subsequent default on the part of the City.

11. **Governing Law.** All matters related to the validity, performance, interpretation, or construction of this Agreement shall be governed by the laws of the State of Ohio.

12. **Insurance.** The City, at its sole cost and expense, shall cover PHDMC personnel providing services pursuant to this Agreement under the City's Comprehensive

General Liability Insurance policy as another insured. The City shall provide a certificate of such liability insurance to PHDMC upon request.

13. **Severability.** If any provision of this Agreement shall prove to be invalid, void, or unenforceable, it shall in no way affect, impair, or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.
14. **Entire Agreement.** This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written relating to the subject matter herein.
15. **Authority to Bind Principal.** Signatures herein shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations, and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties hereto on the day and year first above mentioned, have executed this Agreement.

Witness

**PUBLIC HEALTH-DAYTON &
MONTGOMERY COUNTY**

Jennifer Wentzel, REHS, MPH
Health Commissioner

CITY OF CENTERVILLE, OHIO

Wayne Davis
City Manager

**APPROVED AS TO FORM;
MATHIAS H. HECK, Jr.
PROSECUTING ATTORNEY**

**APPROVED AS TO FORM;
SCOTT A LIBERMAN,
MUNICIPAL ATTORNEY**

BY: _____

BY: _____

DATE: _____

DATE: _____