

RESOLUTION NO. 04-23
CITY OF CENTERVILLE, OHIO

9th SPONSORED BY COUNCIL MEMBER JoAnne Rau ON THE
DAY OF January, 2023.

A RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR AN IT ENTERPRISE APPLICATIONS SPECIALIST WITH EDWARD MICHAEL ZAREMBA.

WHEREAS, the City of Centerville has a need for assistance IT services;
and

WHEREAS, the City desired to seek assistance in IT Enterprise Applications specialist functions on an interim basis; and

WHEREAS, Edward Michael Zaremba has unique knowledge and experience in the area of IT services and has demonstrated an ability to assist in accomplishing the objectives of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. That the City Manager's actions of executing the Professional Services Agreement with Edward Michael Zaremba, as attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville, is hereby ratified.


Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 9th day of January, 2023.



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. 04-23, passed by the Council of the City of Centerville, Ohio on the 9th day of January, 2023.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into as of December 20, 2022, by and between the **CITY OF CENTERVILLE, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 (“Centerville” or the “City”) and **EDWARD MICHAEL ZAREMBA** (“Mr. Zaremba”). Hereinafter, Centerville and Mr. Zaremba are collectively referred to as “Parties”.

WHEREAS, Centerville does desire to enter into this Agreement with Mr. Zaremba to have him provide professional services to Centerville as an Information Technology (IT) Enterprise Applications Specialist professional; and

WHEREAS, it is the intent of the Parties that this Agreement shall not create an employer/employee relationship between Centerville and Mr. Zaremba, but shall provide a basis upon which the Parties may agree for Mr. Zaremba to serve as an independent contractor providing the professional services as necessary to Centerville; and

WHEREAS, it is the Parties’ intent that this Agreement shall be on an as-needed basis and the contract may be terminated at any time by either party in accordance with the terms of the Agreement.

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

1. Mr. Zaremba shall provide professional IT services to Centerville. The scope of services will include a variety of project oriented professional work on IT projects for the City as identified by the IT Administrator. (“Services”).

The extent of such Services and the hours during which such Services shall be provided shall be at the discretion of the City Manager or his designee in consultation with the City IT Administrator with the agreement of Mr. Zaremba. Said services shall be provided during normal operating hours of the City and as needed by the City. It is understood and agreed by the Parties that any tasks or services delineated by the City to Mr. Zaremba shall not be construed as Centerville exercising the direction and control over Mr. Zaremba which would convert this Agreement to an employment relationship, but the terms, conditions and scope of services are strictly intended to provide guidance to Mr. Zaremba in this professional services relationship.

2. Mr. Zaremba shall be paid the sum of one hundred and fifty dollars (\$150.00) per hour for all hours worked under the terms of this Agreement. He shall submit an accounting for hours on a monthly invoice as established between Mr. Zaremba and the City Manager or IT Administrator to coordinate such payments as deemed appropriate by the IT Administrator.

3. Centerville may provide equipment and additional resources as is necessary to assist Mr. Zaremba in performing the professional services as outlined within this Agreement.
4. This Agreement shall commence as of the date set forth above and shall continue for a period determined by the City Manager, but no more than ninety (90) days. Upon mutual agreement, the Parties agree that the Agreement may be extended month to month according to the same terms and conditions as may be outlined in this Agreement until terminated. City retains the right to terminate this Agreement immediately for cause.
5. It is expressly understood and agreed that Mr. Zaremba shall be responsible for any taxes, including self-employment taxes, due as a result of the payment of the compensation under the terms of this Agreement. Further, Mr. Zaremba shall be responsible for or his own Workers' Compensation insurance if he should elect to obtain such coverage as a professional services contractor/sole proprietor. As Mr. Zaremba shall not be considered an employee of Centerville, Mr. Zaremba shall not be entitled to any benefits of employment. Such benefits of employment include, but are not limited to, Workers' Compensation coverage, unemployment insurance coverage, health insurance and related insurance benefits, sick leave, vacation leave, personal days, or pension and retirement benefits.
6. Any modification to this Agreement must be appropriately signed and executed by both Parties before it is enforceable against either party to this Agreement. It is understood and agreed that any modification to this Agreement which exceeds the authority authorized by the State of Ohio for contracting without competitive bidding cannot be accepted by Centerville, nor obligate Centerville without prior authorization of City Council and the City Manager as provided by the Charter of the City of Centerville.
7. 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 145-1-42(A) 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 145-1-42(A)(2)(a). The Parties further agree that since this is a personal service contract no Public Employees Retirement System deductions will be made from Mr. Zaremba's compensation nor paid to the Public Employees Retirement System of Ohio on and in accordance with provisions of Section 145-1-42(B)(2) of the Ohio Administrative Code. As a personal service contract, the duties are personal to Mr. Zaremba and may not be assigned by him to any other person without the written consent of Centerville.

8. This Agreement represents the entire agreement between the Parties and there are no separate agreements, oral or in writing, understandings or representations, which are not incorporated herein. This Agreement shall be interpreted and enforced under the laws of the State of Ohio.

[Signatures to follow.]

CITY OF CENTERVILLE

Wayne S. Davis

By: Wayne S. Davis
Its: City Manager

Mike Zaremba

Edward Michael Zaremba

Approved as to form:

Scott A. Liberman

12/20/2022

Scott A. Liberman
Municipal Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the years 2022 and 2023 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 20, 2022

Tyler Roark

Tyler Roark
Director of Finance
City of Centerville, Ohio