

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of October, 2024 by and between the City of Springdale, Ohio, (the "City") and Carl Lamping ("Consultant"), both of whom understand as follows:

WHEREAS, the City of Springdale desires to engage the Service Provider to perform the professional services of a Building Official, Residential Building Official, and Master Plans Examiner in accordance with Ohio state laws and regulations;

WHEREAS, the Carl Lamping agrees to provide such services under the terms and conditions set forth in this Contract;

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

SECTION 1. DUTIES AND AUTHORITY

1. The City hereby agrees to contract with Carl Lamping to serve as a consultant to the City and assist with various projects and assignments in the City Building Department on an as-needed basis (the "Services").

2. In performance of the Services, the Consultant shall report to and receive work assignments from the City Administrator, or his designee. The Services shall include inspection of commercial and residential structures in compliance with current building, zoning, and property maintenance codes; approving and signing building permits, plans, and Certificates of Occupancy; and other associated duties as may be requested by the City Administrator. The Consultant shall provide his own vehicle, phone, and any other equipment that may be necessary to perform the Services. The Consultant may be given access by the City Administrator or designee to City-owned software for record keeping and communication purposes. The Consultant is an independent contractor and not an employee of the City and as such shall not be entitled to any benefits from the City. The Consultant shall be responsible for the payment of all payroll taxes, workers' compensation, and insurance as required by law.

3. The Consultant agrees to provide Building Official, Residential Building Official, and Master Plans Examiner services to the City that will fulfill all applicable duties and requirements of Chapters 3781. and 3791. of the Ohio Revised Code (ORC) and Section 4101:7-3-01 of the Ohio Administrative Code (OAC). Services will include the administration and interpretation of the applicable building codes, examination of plans for compliance with the Ohio Building Code and Residential Code of Ohio, and technical direction to certified Building Inspectors employed by the City. Consultant must maintain a license to practice architecture in the state of Ohio and certification as a Chief Building Official, Residential Building Official, and Master Plans Examiners as prescribed by Section 4101:7-3-01 OAC.

SECTION 2. TERM

This Agreement shall be effective November 1, 2024 and continue until otherwise terminated. The Agreement is terminable at-will by written notice to either party.

SECTION 3. COMPENSATION

The City agrees to pay Consultant for the Services rendered pursuant to this Agreement at the hourly rate of One-Hundred Thirty Dollars and 00/100 (\$130.00) per hour payable monthly. In further consideration of this agreement and the anticipated work, Consultant agrees to be available to assist the City on matters on an as-needed basis for the Services as outlined in this Agreement.

In consideration of the services provided by Carl Lamping, the City agrees to pay a retention payment in the amount of \$12,000.00, disbursed as follows:

1. Payment 1: The first installment of \$4,000.00 shall be paid on or before November 30, 2024.
2. Payment 2: The second installment of \$4,000.00 shall be paid on or before June 30, 2025.
3. Payment 3: The final installment of \$4,000.00 shall be paid on or before January 31, 2026.

The retention payments are contingent upon the Consultant's continued employment with the City through each respective payment date. Should the Consultant voluntarily terminate employment or be terminated for cause prior to any scheduled payment date, he shall forfeit any remaining unpaid retention payments.

The retention payments are in addition to the Consultant's regular rates and are subject to all applicable taxes and withholdings.

SECTION 4. INSURANCE REQUIREMENTS

1. The Consultant shall, at their own expense, maintain Errors and Omissions Insurance coverage throughout the duration of this Agreement and for a period of at least twelve (12) months after the termination or completion of services provided under this Agreement. The insurance policy shall have a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Proof of Insurance: The Consultant shall provide the City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured. The Consultant shall provide updated certificates upon the renewal of the insurance policy or upon request.
3. Notice of Cancellation or Material Change: The Consultant's insurance policy shall provide that it cannot be canceled or materially changed without at least thirty (30) days' prior written notice to the City Administrator.

SECTION 5. HOURS OF WORK

Consultant and City Administrator will determine the hours reasonably necessary to complete the Services as outlined in this Agreement. The consultant will invoice the City for services rendered monthly.

SECTION 6. GENERAL PROVISIONS

1. This text shall constitute the entire agreement between the parties and supersedes any previous agreement entered into by the City and Consultant;
2. Consultant agrees to observe and comply with all federal, state and local laws, ordinances and resolutions in any manner affecting the performance of services under the terms of this Agreement.
3. The obligations in this Agreement shall become effective commencing upon the date of signature and continuing until terminated by either party as provided for herein;
4. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed by the City and the Consultant has signed and executed this Agreement, in duplicate, the day and year first above written.

THE CITY OF SPRINGDALE, OHIO

CARL LAMPING

By: _____
Brian C. Uhl, City Administrator

By: _____
Lawrence C. Hawkins III, Mayor

APPROVED AS TO FORM:

Joseph J. Braun, Law Director