

RESOLUTION NO. 2020 - 9

A RESOLUTION AUTHORIZING A CONTRACT WITH SAFETY COMPLIANCE INSPECTIONS, LLC FOR THE PROVISION OF LIFE SAFETY AND FIRE INSPECTIONS, AS WELL AS FIRE BUILDING PLAN REVIEW AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees wishes to approve an agreement with Safety Compliance Inspections, LLC to provide life safety and fire inspections, as well as fire building plan review to Sycamore Township.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio that:

SECTION 1. The Board hereby approves a contract with Safety Compliance Inspections, LLC in substantially the same form as attached hereto and the Township Administrator is hereby authorized and directed to execute the agreement on behalf of the Board of Township Trustees.

SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3. This resolution shall take effect on the earliest date allowed by law.

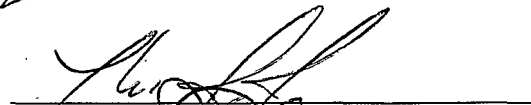
VOTE RECORD:

Mr. James Aye Mr. LaBarbara Aye Mr. Weidman Aye

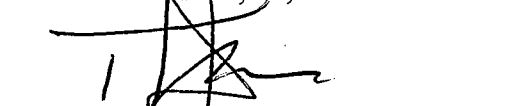
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 4th day of February, 2020.



Jim LaBarbara, Chairman



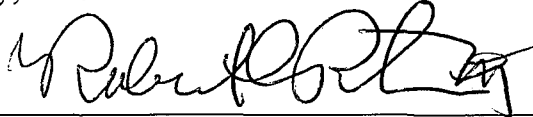
Thomas C. James, Jr., Vice Chairman



Thomas J. Weidman, Trustee

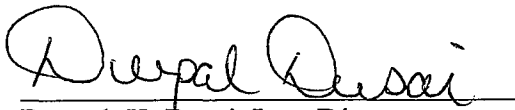
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 4th day of February, 2020.

A handwritten signature in black ink, appearing to read "Robert C. Porter III", written over a horizontal line.

Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Deepak K. Desai", written over a horizontal line.

Deepak K. Desai, Law Director

INDEPENDENT CONTRACTOR AGREEMENT

This agreement ("Agreement") is made this 4th day of February, 2020, between The Board of Township Trustees of Sycamore Township, Hamilton County, Ohio, 8540 Kenwood Road, Sycamore Township, Ohio 45236, hereinafter referred to as the "Township", and Safety Compliance Inspections, LLC, 7968 Second St., West Chester, Ohio 45069, hereinafter referred to as "SCI".

1. The Township agrees to hire SCI as an independent contractor for purposes of life safety and fire inspections, as well as fire building plan reviews. SCI will report directly to the Fire Chief or the Assistant Fire Chief.

2. The term of this Agreement shall begin on the date written above and shall continue until terminated as set forth herein.

3. The duties of SCI while acting under this Agreement for the Township shall be as follows:

- A. Conducting plan reviews for compliance with the Ohio Fire Code regarding new construction projects and inspecting existing construction projects for compliance with the Ohio Fire Code. SCI shall perform the foregoing work in conjunction with the Township Fire Department, the Hamilton County Building Department and/or other building authorities.
- B. Perform Acceptance Testing for Fire Alarms and Sprinkler Systems; Meet with Contractors; Inspect Foster & Adoption Homes; Perform annual inspections of Nursing Homes, Restaurants, Daycare facilities, Business & Mercantile Buildings, and other commercial buildings within Sycamore Township; and Perform inspections for Final Occupancy Certificates. SCI shall perform the foregoing work in conjunction with the Township Fire Chief and the Hamilton County Building Inspector.
- C. Obtain continuing education units as required to maintain the State of Ohio Fire Inspector Certification and The Board of Building Standards Fire Protection Inspector Certification.
- D. Any other duties which the Fire Chief or Assistant Fire Chief may assign within SCI's abilities & certifications.

4. SCI will be compensated for its services as an independent contractor at an hourly rate of \$29.50. As an independent contractor, SCI shall be responsible for payment of all federal, state, and local taxes of whatever nature, including without limitation all Social Security, Medicare, self-employment taxes and any unemployment taxes. SCI shall maintain, at its own expense, professional liability (i.e. error & omissions), general liability, and vehicle insurance in amounts and limits satisfactory to the Township, as well as workers' compensation insurance. SCI shall submit proof of the foregoing insurance coverage prior to commencing any work under this Agreement.

5. From time to time, the Township may request SCI to perform "Off Hour" inspections. Such "Off Hour" inspections shall be approved in advance by the Fire Chief or the Assistant Fire Chief. In those situations, SCI shall be compensated at a rate of one half (50%) of the "Off Hour" inspection fee listed in the approved fee schedule attached hereto as Exhibit 1, in lieu of the hourly rate set forth in Paragraph 4.

6. SCI shall submit bi-weekly invoices to the Township which shall be paid within fifteen (15) days from the date of the regular Board of Township Trustees' meeting at which the invoice is presented, unless there is some question about a charge. SCI shall be reimbursed for actual out-of-pocket costs expended on behalf of the Township only if pre-approved in writing by the Fire Chief or Assistant Fire Chief.

7. This Agreement is subject to immediate termination by the Township for cause. Cause includes, but is not limited to, misfeasance, malfeasance and nonfeasance on the part of SCI or any of its members, officers, employees, or agents in performing work or carrying out its duties under this Agreement. This Agreement may be cancelled by either party for any reason by giving thirty (30) days prior written notice to the other party at the address set forth above.

8. This Agreement shall be construed under the laws of the State of Ohio and any legal action regarding this Agreement shall be brought in the Courts of Hamilton County, Ohio.


9. Any change or modification to this Agreement is not valid and effective until it is reduced to writing and signed by the parties. Each person executing this Agreement warrants that they have the authority to execute this Agreement on behalf of the party.

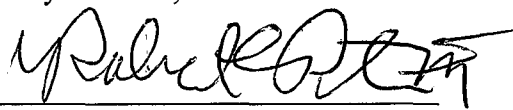
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth above.

**THE BOARD OF TOWNSHIP
TRUSTEES OF SYCAMORE
TOWNSHIP**

Bern Gundersen
Witness

Debbie Campbell
Witness

By: 
Ray Warrick, Administrator

By: 
Robert C. Porter, Fiscal Officer

**SAFETY COMPLIANCE
INSPECTIONS, LLC**

Bern Gundersen
Witness

By: 
Doug Morath, Managing Member