

RESOLUTION 109-2024

Agreement with Independent Contractor M. Wildermuth

Cuyahoga

County, Ohio

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio that: the Olmsted Township Board of Trustees hereby execute the attached agreement with Independent Contractor Michael Wildermuth. Said Agreement is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 31st day of October, 2024

Attest: Brian W. Gullotta
Township Fiscal Officer

[Signature]
[Signature]
Thomas [Signature]
Township Trustees

November 1, 2024

2025 Independent Contractor Agreement

Building Department – Plans Examiner

This Agreement is entered into by Olmsted Township (the “Twp”) and Name of independent contractor: Michael H. Wildermuth, AIA, Master Plans Examiner, Address: 38255 Ridge Road, Willoughby, OH 44094 Telephone: (440) 946-1061/ (440)749-1877 (referred to as the “contractor”).

(1) Scope of Agreement: Contractor agrees to perform Plans Examination services on an as-needed basis, on behalf of the Twp Building Department, and through the Twp Building Department, under the terms and conditions in this agreement. All such services to be performed by the contractor must be pre-approved by the Department Director. All shipping of plans, if necessary, will be paid for by the contractor and will be in a turn-around time of no longer than two weeks.

(2) Term: The contractor shall perform such services over or during the following determinate period of time: January 1, through December 31, the hours and time of performance are to be as required by the Department Director. This contract will automatically renew on an annual basis unless cancelled by either party per article 9 below.

(3) Independent Contract: The contractor is an independent contractor and not an agent, officer, or employee of the Twp and has no authority to act as an agent of the Twp, nor enter into any agreement for or in behalf of the Twp. The contractor shall have control over the services and the manner and method of performance, for which he or she assumes all liability. The contractor shall be accountable to the Twp for his or her final work product only. The contractor is free to contract for similar services to be performed for other employers while he or she is under this agreement.

(4) No Benefits to Contractor: As an independent contractor, the contractor understands and agrees that he or she will not be covered by the Twp's general liability, life, accident, or health insurance, worker's compensation, unemployment compensation, or any other insurance or employee benefit.

(5) Payment: The contractor is to be compensated for the services to be performed under this agreement as follows: At a rate of \$125.00 per hour, as authorized by the Twp. No other payment or remuneration of any kind is to be paid to the contractor. The Twp will not withhold income or FICA taxes from such compensation, nor provide any employee benefits of any type to the contractor.

(6) Indemnity Requirements; Worker's Compensation: Assignment, The contractor agrees to defend and indemnify the Twp, its officers, agents, and employees, against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person, damage to any property caused, negligently or otherwise, by the contractor in performing his or her obligations under this agreement. The contractor shall not assign this agreement without first obtaining written approval of the Twp.

(7) Employment Eligibility Verification: Before commencing performance under this agreement, the contractor shall complete and return to the Department Director any form(s) required by the Twp, as required by law.

(8) Payment of Local Taxes: The contractor shall file and pay all income taxes required by Twp ordinances (and RITA) and shall require the same of any subcontractor or employee the contractor may employ under this Agreement.

(9) Early Termination: Either party may terminate this agreement by 10-days written notice to the other party. Any rights to compensation are to terminate at the time this agreement

terminates.

(10) Arbitration Provisions: Except for injunctive relief to protect the Twp, any controversy or claim arising out of or relating to this agreement is to be resolved by arbitration in accordance with the rules of the County Court of Common Pleas and judgment upon the award rendered may be entered into by such court.

(11) Integration Provision: This instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on , October 31st 2024

Olmsted Twp:

Contractor: Michael H. Wildermuth, AIA

By: _____


Thomas J. [unclear]

By: _____



Approved As To Form: _____

Law Director

