

RESOLUTION NO. 08-18  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Johnne Rau ON THE 22<sup>nd</sup>  
DAY OF January, 2018.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A PROFESSIONAL SERVICES AGREEMENT FOR HUMAN  
RESOURCES SERVICES WITH KATHIE WEISGARBER.**

**WHEREAS**, the City of Centerville has a need for assistance in its Human Resources Department due to the upcoming opening in the Human Resources Director position; and

**WHEREAS**, the City desires to seek assistance in all human resources functions on an interim basis; and

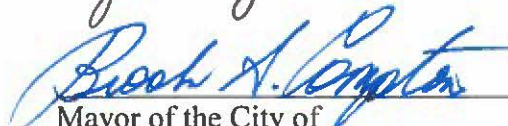
**WHEREAS**, Kathie Weisgarber has unique knowledge and experience in the area of human resources for municipal governments and has demonstrated an ability to assist in accomplishing the objectives of the City;

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


Section 1. The City hereby agrees to enter into a Professional Services Agreement with Kathie Weisgarber; and the City Manager is hereby authorized to execute the Professional Services Agreement with Kathie Weisgarber in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

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

PASSED THIS 22<sup>nd</sup> day of January, 2018.

  
\_\_\_\_\_  
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. 08-18, passed by the Council of the City of Centerville, Ohio on the 22nd day of January, 2018.

Carin R. Andrew  
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 January 29, 2018, by and between the **CITY OF CENTERVILLE, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 ("Centerville") and **KATHIE WEISGARBER**, 4871 Medlar Road, Miamisburg, Ohio 45342 ("Ms. Weisgarber").

WHEREAS, Centerville does desire to enter into this Agreement with Ms. Weisgarber to have Ms. Weisgarber provide professional services to Centerville to the Human Resources Department; and

WHEREAS, it is the intent of the parties that this Agreement shall not create an employer/employee relationship between Centerville and Ms. Weisgarber, but shall provide a basis upon which the parties may agree for Ms. Weisgarber to serve as an independent contractor providing the professional services 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. Ms. Weisgarber shall provide professional services to Centerville. The scope of services will include consultation in the areas of human resources, personnel matters, labor negotiations, human resources reporting, benefits management, recruiting, orientation of employees, compliance with personnel policies and related areas. The scope of services shall not limit Ms. Weisgarber's duties and responsibilities to Centerville, but shall serve as the outline for the professional services to be rendered by Ms. Weisgarber to Centerville. The extent of such services and the hours during which such services shall be provided shall be at the discretion of the City Manager for Centerville with the agreement of Ms. Weisgarber. It is understood and agreed by the parties that any tasks or services delineated by the City Manager to Ms. Weisgarber shall not be construed as Centerville exercising the direction and control over Ms. Weisgarber which would convert this Agreement to an employment relationship, but the terms, conditions and scope of services are strictly intended to provide guidance to Ms. Weisgarber in this professional services relationship.
2. Ms. Weisgarber shall be paid the sum of Forty Dollars (\$40.00) per hour for all hours worked under the terms of this Agreement. She shall submit an accounting for hours on a monthly invoice as established between Ms. Weisgarber and the City Manager or Finance Director to coordinate such payments as deemed appropriate by the City Manager. Ms. Weisgarber will bill the City monthly for mileage expenses associated with her commute to and from her home to the Centerville City Building and for other travel required as part of the Agreement.
3. Centerville may provide office space, equipment and such additional personnel as is necessary to assist Ms. Weisgarber 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 one hundred and fifty (150) days. Provided, however, either party shall have the option to terminate this Agreement without cause and without prior notice. The parties agree that the Agreement may be extended by mutual agreement according to the same terms and conditions as may be outlined in this Agreement and in a separate written memorandum which shall be incorporated herein.
5. It is expressly understood and agreed that Ms. Weisgarber 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, Ms. Weisgarber shall be responsible for or her own Workers' Compensation insurance if she should elect to obtain such coverage as a professional services contractor/sole proprietor. As Ms. Weisgarber shall not be considered an employee of Centerville, Ms. Weisgarber 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 Ms. Weisgarber'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 Ms. Weisgarber and may not be assigned by her 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

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By: Wayne S. Davis  
Its: City Manager

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Kathie Weisgarber

Approved as to form:

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Scott A. Liberman  
Law Director for City of Centerville

**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 year 2018 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: \_\_\_\_\_, 2018

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Jonathan Hudson  
Finance Director  
City of Centerville, Ohio