

RESOLUTION NO. 15-96  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JAMES REPPERT ON THE  
15TH DAY OF MARCH, 1996.

A RESOLUTION AUTHORIZING AND  
DIRECTING THE CITY MANAGER TO  
ENTER INTO AN AGREEMENT WITH  
ROBERT WALKER FOR CONSULTING  
SERVICES FOR THE CITY OF  
CENTERVILLE.

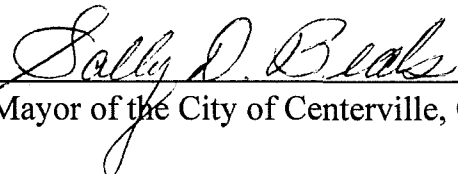
WHEREAS, the City of Centerville desires to engage the services of a Consultant to perform services regarding economic development activities as an independent contractor and not as an employee.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

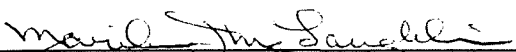
Section 1. That the City Manager is hereby authorized and directed to enter into an agreement with Robert Walker for consulting services for the City of Centerville. A copy of said agreement is attached hereto, marked as Exhibit "A", and incorporated herein.

Section 2. That this Resolution shall become effective at the earliest date allowed by law.

PASSED this 15TH day of MARCH, 1996.

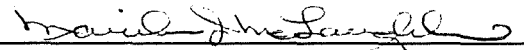
  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 15-96, passed by the Council of the City of Centerville, Ohio, on the 18th day of MARCH, 1996.



Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

**CONSULTANT AGREEMENT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 1996, by and between the CITY of CENTERVILLE, an Ohio municipal corporation (hereinafter referred to as the "City"), and ROBERT WALKER (hereinafter referred to as the "Consultant").

**WITNESSETH:**

WHEREAS, it is the desire of the City to engage the services of the Consultant to perform for the City consulting services regarding economic development activities as an independent contractor and not as an employee; and

WHEREAS, it is the desire of the Consultant to consult with the members of the City and its Inter Governmental Affairs Committee, the employees of the City and third persons dealing with the City.

NOW, THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties hereto agree as follows:

1. Term. The respective duties and obligations of the parties hereto shall be for an indeterminate period of time commencing on \_\_\_\_\_, 1996, and may be terminated by either party giving thirty (30) days written notice to the other party. In the event of termination, Consultant shall be entitled to receive only the installment payment then due him (plus any past accrued but unpaid installments) and shall not be entitled to any future installments.
2. Title. The Consultant shall serve the City with the title "Economic Development Consultant."
3. Duties. The Consultant shall serve as a consultant for economic development for the City contacting businesses, property owners and other interested parties to encourage them to become invested in the City and its programs.
4. Compensation and Scheduling. The Consultant shall be solely responsible for the scheduling of his hours of consulting, but it is anticipated that he will provide approximately 10 to 15 hours of consulting weekly after initial orientation. He shall receive as compensation the sum of \$35.00 per hour payable in monthly installments. In the event of termination by either party, Consultant shall be entitled to receive payment only up to the effective date of termination. In view of the fact that the Consultant is an independent contractor and not an employee, he shall be responsible for all payroll related taxes and shall not be entitled to participate in any fringe benefit program of the City including, but not limited to sick leave, vacation, life or disability insurance or hospital benefits. The Consultant shall be entitled to monthly transportation and expense reimbursement in accordance with the established policy of the City and the

City shall be responsible for payment of all reasonable expenses as may be approved by the City Manager of the City. In view of the fact that the Consultant is an independent contractor and not an employee, he shall have the right to exercise the ultimate control over the mode and manner of the work he performs and shall be solely responsible for his own scheduling.

5. Personal Service Contract. 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 145-5-15(C) of the Ohio Administrative Code. This Consulting Agreement is and is intended to be a formal bilateral written contract between the parties as required by Section 145-5-15(C)(3). The parties further agree that since this is a personal service contract no Public Employee's Retirement System deductions will be made from the consultant's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-5-15(D) of the Ohio Administrative Code.

6. Miscellaneous. This Agreement represents the entire understanding between the parties. No amendment or modification shall be effective unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the date first above written.

WITNESS:

CITY OF CENTERVILLE

\_\_\_\_\_

BY: \_\_\_\_\_  
Gregory B. Horn, City Manager

\_\_\_\_\_

\_\_\_\_\_  
Robert Walker

RNF\CVILLE\8463.RNF



ATTORNEYS AT LAW

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ONE SOUTH MAIN STREET  
DAYTON, OHIO 45402