

RESOLUTION NO. 31-91
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON
THE 19th DAY OF August 1991.

A RESOLUTION RATIFYING THE ACTION TAKEN
BY THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH VICTOR A. GREEN, AS
CONSULTANT TO CARRY OUT SPECIAL PROJECTS
FOR THE CITY OF CENTERVILLE.

WHEREAS, from time to time the City of Centerville
has certain special projects for the benefit of its citizens
which are not appropriate for execution by employees of the
City of Centerville, and


WHEREAS, Victor A. Green through past associations
with the City of Centerville has developed a knowledge of the
needs of the City and has developed particular expertise to
carry out special projects for the City of Centerville.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

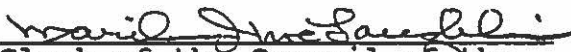
SECTION 1. That the action taken by the City
Manager is hereby ratified to enter into an Agreement between
Victor A. Green and the City of Centerville, to provide for
consulting services in carrying out special projects for the
City, a copy of which Agreement is attached hereto, marked
Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective
at the earliest date allowed by law.

PASSED this 19th day of August,
1991.


Mayor of the City of Centerville,
Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 31-91, passed by the Council of the City of Centerville, Ohio, on the 19th day of August, 1991.


Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CONSULTANT AGREEMENT

This Agreement made this 15th day of July, 1991, by and between the City of Centerville, an Ohio Municipal Corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 (hereinafter "Client") and Victor A. Green, 7929 Washington Woods Drive, Centerville, Ohio 45459 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, Client from time to time has requirements for certain special projects for the benefit of the citizens of the Client which projects are not appropriate for execution by employees of the Client; and

WHEREAS, the Consultant through past associations with the Client has developed a knowledge of the needs of the Client and its citizens and has developed particular expertise to carry out special projects for the Client; and

WHEREAS, the parties are ready, willing and able to enter into an agreement whereby the Consultant will undertake certain special projects for the Client at the written request of a duly authorized official of the Client;

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

1. Client hereby engages the Consultant in special projects as may be directed to Consultant by the Client acting through its City Manager who shall, from time to time, give written instructions as to the project and a statement as to the maximum amount of cost of said project.

2. Consultant shall be entitled to receive compensation for services in connection with the said special projects at the rate of \$40.00 per hour plus such reasonable expenses as have been approved in advance by Client. Consultant shall invoice Client monthly and Client shall make payment within 30 days.

3. Either party may terminate this agreement at any time for any reason upon the giving of 30 days prior written notice to the other party at the address above-stated or such other address as either party may in writing direct to the other party. Any work in progress shall immediately cease unless Client agrees otherwise, and shall be invoiced on the basis of work completed to the date of notice of termination.

4. The parties agree that the Consultant is an independent contractor and not an employee of the Client. Accordingly, the Consultant shall not have the right to act as

the agent of the Client or legally bind the Client in any manner whatsoever. The Consultant shall be responsible for directing his own hours of work, his place of work and the manner in which he carries out the special projects assigned to him. The Client shall only have the right to direct the Consultant as to deadlines. The Consultant shall be responsible for payment of any applicable employment taxes for himself as a self-employed individual and the Client shall not be responsible for the payment of any such taxes. The Consultant shall not be entitled to any fringe benefits which the Client may offer to its employees.

5. This agreement contains the entire agreement between the parties. No modification or amendment shall be effective unless in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above-written.

WITNESS:

CITY OF CENTERVILLE

By: Darryl K. Kenning, Its
City Manager

Linda L. Scroth
Cecy Greene

Darryl K. Kenning
Client

Victor A. Green
Victor A. Green, Consultant