

RESOLUTION NO. 41-91  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brock's Compton ON THE  
23rd DAY OF December 1991.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CENTERVILLE AND ALTICK & CORWIN, A LAW PARTNERSHIP OF DAYTON, OHIO, TO ACT AS GENERAL COUNSEL FOR THE CITY.

WHEREAS, the City of Centerville has legal authority to secure such legal and consulting services as may be desirable for the general operations of the City, and

WHEREAS, Altick & Corwin is capable of and in a position to render such services and assistance to the City and to act as its general counsel.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized and directed to enter into an Agreement with Altick & Corwin to act as general counsel for the City of Centerville, 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 23rd day of December, 1991.

*Shirley F. Hendry*  
Mayor of the City of Centerville,  
Ohio

ATTEST:

*Marie Jane Samaha*  
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 41-91, passed by the Council of the City of Centerville, Ohio, on the 23rd day of December, 1991.

*Marie Jane Samaha*  
Clerk of Council

Approved as to form, consistency  
with existing ordinances, the  
charter and constitutional provisions.  
Department of Law  
Robert N. Farquhar  
Municipal Attorney

EXHIBIT "A"

AGREEMENT

This Agreement made and entered into this 1st day of July, 1991 by and between the City of Centerville, and Ohio Municipal Corporation, hereinafter called the "City", and Altick & Corwin, a law partnership of Dayton, Ohio.

WITNESSETH:

WHEREAS, the City has legal authority to secure such legal and consulting services as may be desireable for the general operations of the City; and

WHEREAS, Altick & Corwin is capable of and in a position to render such services and assistance to the City and to act as its general counsel; and

WHEREAS, it is the desire of the parties hereto to enter into this Agreement to set forth the basis upon which such services will be rendered and the manner in which compensation is to be made.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed as follows:

1. Altick & Corwin shall furnish such legal and consulting services as may be requested by the City Manager or other authorized representative of the City, compensation therefore by the City to Altick & Corwin to be in accordance with the following schedule:

July, 1991 through December 31, 1991	\$75.00/hour
January 1, 1992 and thereafter until amended	\$85.00/hour

2. In addition to the foregoing, the City agrees to reimburse Altick & Corwin, upon invoices rendered, for all expenses directly chargeable to work performed for the City, such as, travel, long distance telephone or telegraph charges, reproduction of documents, court costs, special postage, and membership and seminar expenses for the Ohio Municipal Attorneys Association and the National Institute of Municipal Law Officers.

3. The foregoing hourly rates shall include all labor of a stenographic or clerical nature which is a necessary incident to the performance of the legal or consulting work requested.

ALTICK & CORWIN

4. Altick & Corwin agrees to submit invoices at the end of each calendar month, during the term of this Agreement, to the Director of Finance of the City covering charges for services during the preceding month and, upon review and approval by said Director of Finance and the City Manager, shall be promptly paid.

5. Altick & Corwin agrees that there shall be no discrimination against any employee who is engaged in the work covered by this Agreement, or against any applicant for such employment because of age, race, sex, handicap, religion, color or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

6. It is agreed that Altick & Corwin shall be an independent contractor at all times while rendering services and assistance to the City pursuant to the terms of this Agreement and that no partners or employees of Altick & Corwin shall be the agents, representatives or employees of the City for any purpose whatsoever, except in the capacity of legal officer or attorney for the City or an officer or employee thereof.

7. This Agreement is to be in effect commencing July 1, 1991 and shall continue from year to year thereafter unless notice of termination is given by either party to the other, thirty (30) days in advance of the effective date of such termination.

8. This Agreement may be amended or supplemented at any time by written supplement duly executed by both parties hereto.

IN WITNESS WHEREOF, pursuant to the authorization of the council of the City of Centerville, the parties have executed this Agreement, in duplicate, effective the day and date first above set forth.

WITNESS:

CITY OF CENTERVILLE

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Darryl K. Kenning  
City Manager

ALTICK & CORWIN

ALTICK & CORWIN

By \_\_\_\_\_  
Robert N. Farquhar  
Partner

ALTICK & CORWIN

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