

Professional Service/Consultant Agreement Amendment

This Amendment is made this ____ day of _____, 2018, between the City of Green (“Green”) and Glaus, Pyle, Schomer, Burns and DeHaven, Inc., doing business as GPD Group (“GPD”) for Engineering Services for the remainder of 2018 through December 31, 2019.

- I. Agreement: City Council, by Resolution_____, has authorized Green to enter into an Agreement for Engineering Services with GPD for the remainder of 2018 through December 31, 2019.
- II. Services: Green and GPD have determined that it is necessary to hire GPD to provide engineering design services.
- III. Compensation: Green shall compensate GPD as set forth in Exhibit “1”.
- IV. Term: This Agreement may be terminated by either party upon a thirty (30) day written notice. Upon termination, Green agrees to pay GPD for all work performed to the date of termination.
- V. Independent Contractor: Both Green and GPD agree that GPD is providing services pursuant to the Agreement as an independent contractor/consultant to Green. Both parties further stipulate that GPD’s employees is/are not and will not be considered an employee of the City of Green for federal or state tax purposes.
- VI. Indemnity by GPD/Insurance: GPD agrees that it shall indemnify, defend and hold Green harmless from any and all liability, actions, claims or causes of action asserted against Green and arising out of or related to any work performed by GPD for Green pursuant to the terms of this Agreement. These terms shall not apply to claims made or asserted that arise solely out of the acts of Green or its employees.

GPD shall provide a Certificate of Liability Insurance with Professional Liability Limits of at least One Million Dollars (\$1,000,000.00) per claim naming the City of Green as their Certificate Holder. A copy of the Certificate of Liability Insurance complying with this provision is attached as Exhibit “2”.
- VII. Confidentiality: Green and GPD acknowledge that Green is a governmental entity, subject to the Sunshine and Public Records Laws of the State of Ohio. To the extent that Green has any confidential information that need not be disclosed pursuant to applicable law, GPD agrees, warrants and represents that all such confidential and/or proprietary information will be held in confidence and GPD will not at any time during his engagement with Green use, quote, disclose, disseminate or publish, directly or indirectly, in any manner, any confidential and/or proprietary information without the prior written consent of Mayor Gerard Neugebauer.

- VIII. Intellectual Property Rights: All rights, title and interest in any intellectual property (conceived either individually or jointly), including any inventions whether patentable or not, trademark or copyrights which arise out of performance under this Agreement are “works made for hire” as defined under U.S. copyright law.
- IX. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other Agreement, statement or promise related to the subject matter of this Agreement that is not contained within this Agreement shall be valid or binding.
- X. Assignment: This Agreement and the duties and obligations provided pursuant to this Agreement shall not be assigned by GPD.
- XI. Applicable Law: This Agreement shall be governed by the laws of the State of Ohio.
- XII. Amendment: This Agreement may only be amended by a writing executed by both parties.
- XIII. Legal Construction: In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be considered as if the invalid, illegal or unenforceable provision was not part of the Agreement.
- XIV. Notice: Any notice to be provided under this Agreement shall be sent to the parties as follows:

City of Green
c/o Mayor Gerard M. Neugebauer
P. O. Box 278
Green, Ohio 44232-0278

GPD Group
ATTN: Jeff Evans
520 South Main Street, Suite 2531
Akron, Ohio 44311

IN WITNESS WHEREOF the parties have executed this Agreement.

The City of Green

GPD Group

Gerard M. Neugebauer, Mayor

Jeffrey D. Evans, Vice President

Approved As To Form:

Federal Tax I.D. No. _____

Diane A. Calta, Director of Law