

AGREEMENT

This agreement was entered into this 1 day of Dec, 2000, by and between City of Mason, Ohio ("the City") and William Goldfeder ("Consultant"). It is hereby agreed as follows:

1. That Consultant is hereby retained as a consultant for the City for a period beginning October 1, 2000, and ending December 31, 2000.

2. That said Consultant shall be paid by the City the sum of \$18,800.00 for said period.

This payment will be made in three equal installments on October 31, November 30, and December 31.

3. That said Consultant for his services shall spend all of his time and effort in designing the setup of the Emergency Operations Center in conjunction with the new City Hall. He shall be responsible for determining alternatives in the areas of municipal programming, including the types of activity to be performed there, equipment to be used, the access, and the hours of operation. He will also provide recommendations on how space utilization shall flow and on technology related issues, including communications and backup systems. The sole means and methods of completing the designing of the setup of the Emergency Operations Center is within the discretion of the Consultant. Further, he shall provide such other services as the City Manager shall direct from time to time, as are consistent with the scope of services as a consultant.

4. Consultant is an independent contractor and nothing herein shall be construed so as to make Consultant an employee. Consultant shall not be required to be on the premises, nor to meet any obligations regarding time, as would be expected of an employee. Consultant shall use his own

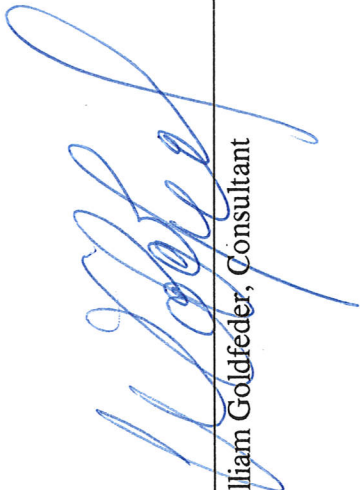
resources, expertise and initiative to produce the expected results under this Agreement and shall not work under the direction and control of any City employee.

5. That this agreement shall end on December 31, 2000, and there shall be no further obligation on the part of either party thereafter.

Witnesses:


Stephen N. Pegg

Stephen N. Pegg



William Goldfeder, Consultant

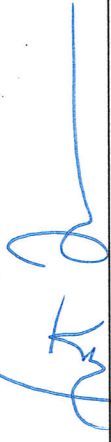
Witnesses:



Philip H. Berner

CITY OF MASON, OHIO

BY:



Scot F. Lahrmer
City Manager