

PERSONAL SERVICES CONTRACT
between
CITY OF GAHANNA, OHIO
and
THOMAS L. WEBER

This Agreement is entered into by and between the City of Gahanna (hereinafter referred to as "City"), and Thomas L. Weber (hereinafter referred to as "Contractor"), who hereby agree to the terms and conditions set forth in this contract:

The parties hereto agree to the following provisions:

- a) In exchange for consideration herein stated, the Contractor agrees to provide personal services and perform the following functions for the City:
 - Attend all Planning Commission Meetings
 - On behalf of the City, provide legal advice and services to the Planning Commission Board members
 - All legal administrative work required in conjunction with these services
 - And such other services that may be requested by City Attorney
- b) Contractor is to utilize all time necessary to perform the functions and fulfill the requirements of these services as outlined by the City. Contractor understands the City functions during the normal business hours of 8:00am and 5:00pm, Monday through Friday, and is closed for all legal holidays.
- c) It is understood between the parties that the Contractor will make the best effort to carry out the work required and shall provide services in an efficient, professional, and courteous manner.
- d) Contractor will document hours worked and tasks completed as required by the City Attorney if needed.
- e) Contractor shall hold the City harmless for any loss or damage he may incur as a result of this contractual relationship.
- f) Contractor will be required to provide own transportation, cellular phone, and general office supplies. Contractor agrees all work performed and any documentation resulting from the services provided must be turned over to the City at the completion of the service or end of this contract, whichever event is first.
- g) In consideration for providing the said personal services, the City will pay Contractor \$6,250 for 2012 payable in 10 equal monthly installments of \$625 for professional services and all expenses as outlined. For 2013 the City will pay Contractor \$7,500 payable in 12 equal monthly installments of \$625 for

professional services and expenses as outlined. Contractor will submit equal monthly invoices of \$625.

- h) This personal services contract commences March 14, 2012, and expires December 31, 2013.
- i) City Income Taxes due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) shall be withheld from the payments to the Contractor for services performed under this contract.
- j) Either party may terminate this Agreement for any reason in whole or in part by the giving of thirty (30) days written notice to the other party. This contract shall be subject to immediate termination by the City when the City has exhausted all funds legally available for all payments due under such contract.
- k) It is further agreed that the City may terminate this Agreement immediately should Contractor engage in any of the following:
 - dishonesty of a material nature that relates to the performance of services under this Agreement
 - criminal conduct that relates to the performance of services under this Agreement or that undermines Contractor's ability to perform services under this Agreement
 - fails to satisfactorily perform duties as outlined in the Agreement.and the City shall have no other financial or other obligations under the Agreement thereafter.
- l) The parties hereto specifically agree that the Contractor is not to be deemed an employee for any purpose whatsoever. In that regard, said Contractor is solely in charge of his work schedule and work product. The City and its officers and employees shall not exercise any supervisory control over said Independent Contractor.
- m) The fee and services described herein comprise the whole and complete requirements of the Contractor and City.
- n) This contract is between an Independent Contractor and the City of Gahanna and is not a contract of employment.
- o) If any provision of this Agreement is found by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- p) This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the Contractor providing services to the City. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by

any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in the Agreement shall be valid or binding.

- q) Neither Contractor or the City may modify, amend, or waive the terms of this Agreement other than by a written instrument signed by the City and Contractor.
- r) Either party's waiver of the other party's compliance with any provision of this Agreement is not a waiver of any other provision of this Agreement or of any subsequent breach by such party of a provision of this Agreement.

This Agreement is entered into this _____ day of _____, 20____.

CITY OF GAHANNA

CONTRACTOR

BY:

REBECCA W. STINCHCOMB, MAYOR

THOMAS L. WEBER, ATTORNEY

APPROVED AS TO FORM:

SHANE W. EWALD
CITY ATTORNEY

I certify that funds for this contract are available and/or in the process of collection:

JENNIFER TEAL
DIRECTOR OF FINANCE

(DATE)

DISPOSITION:
Original: Human Resources Department
Copy: Director of Finance
Contractor