

PERSONAL SERVICES CONTRACT

between

CITY OF GAHANNA, OHIO

and

DAVID REED

176 Empire Drive

Gahanna, Ohio 43230

- 1) The City of Gahanna, Ohio ("City"), and David Reed ("Contractor"), hereby agree as follows:
  - a) Contractor will begin work on April 1, 2002.
  - b) In exchange for consideration herein stated, the Contractor agrees to provide personal services in painting the attached mural on the abutment of Creekside. The duties of the Contractor shall include, but not be limited to, the following:
  - c) Contractor will document percentage of project completed weekly.
  - d) Upon request, the Contractor shall furnish the City with copies of the appropriate insurance coverages.
  - e) Contractor shall hold the City harmless for any loss or damage he may incur as a result of this contractual relationship.
- 2) In consideration for providing the personal services listed above, the Contractor shall be paid a total sum of \$5,000. Payment shall be \$1,000 a week, payable in weekly installments. The last \$1,000 installment shall be paid upon completion of the project.
- 4) This personal service's contract commences April 1, 2002, and ends upon completion of the project.
- 5) The Contractor shall pay all City Income Taxes due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for services performed under this contract.
- 6) 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.
- 7) 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.
- 8) It is further agreed that either party, upon giving the other party seven days advance notice, may terminate this contract for any reason during its term, and shall have no other financial or other obligations under the contract thereafter.

**EXHIBIT A**

- 9) The fee and services described herein comprise the whole and complete requirements of the Contractor and City.
- 10) This contract is for independent personal services and is not a contract of employment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

City of Gahanna, Ohio  
200 South Hamilton Road  
Gahanna, Ohio 43230

David Reed  
176 Empire Drive  
Gahanna, Ohio 43230  
SS#183-46-9558

BY: \_\_\_\_\_  
James F. McGregor, Mayor

BY: \_\_\_\_\_  
David Reed

Approved as to form:

\_\_\_\_\_  
Thomas L. Weber, City Attorney

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

\_\_\_\_\_  
W. Jerome Isler, Director of Finance

\_\_\_\_\_  
Date