

PERSONAL SERVICES CONTRACT

between

CITY OF GAHANNA, OHIO

and

CHARLES W. HENDERSON

6267 Blacks Road N.W.

Pataskala, Ohio 43062

- 1) The City of Gahanna, Ohio ("City"), and Charles W. Henderson ("Contractor"), hereby agree to the terms and conditions set forth in this contract:
 - a) Contractor is required to be NACA Level I and Level II certified.
 - b) Contractor is required to have attended the following NACA Level III workshops: Euthanasia Training, Chemical Immobilization, and Tactical Baton (BiteStick) Training.
 - c) Contractor is on-call twenty-four hours a day, seven days a week. Contractor shall respond to any emergency animal problem within sixty minutes from the time of notification by the City of Gahanna Police Department.
 - d) Contractor is responsible for providing acceptable back-up and informing Gahanna's Police Department when the back-up person is on-call.
 - e) Contractor will be required to contact the Gahanna Police Department each morning to get a list of items to accomplish that day.
 - f) In exchange for consideration herein stated, the Contractor agrees to provide personal services in the area of animal control as the Animal Control Officer. The duties of the Contractor shall include the following:
 - i) Contractor will remove nuisance animals, both of the wild and domestic variety. Contractor has twenty-four hours to remove trapped, wild animals.
 - ii) Contractor will remove animals which are in violation of the Ordinances of the City of Gahanna and/or which pose an immediate threat to the health, safety or welfare of the City's residents.
 - iii) It is understood between the parties that the Contractor shall provide its services in an efficient and humane manner with urgent concern for domestic animals.
 - iv) Contractor shall be solely responsible for providing transportation that allows limited viewing of the domestic animals therein.
 - v) Contractor shall be responsible for the transportation of domestic animals to the Franklin County Animal Shelter or similar facility designated by the

EXHIBIT A

City of Gahanna where such animals will be subject to the holding and disposition policies of those agencies. The City agrees and understands that other agencies may charge the City a per diem animal charge for accepting animals transported from the City. A description of each animal so transported will be given to the Gahanna Police Department.

- vi) The Contractor shall respond to and investigate all complaints referred to it by the City of Gahanna, Division of Police, concerning violations of Gahanna City Ordinance (G.C.O.) Chapter 505. Where required by law, the Contractor shall cause citations to be filed with the Clerk of Gahanna's Mayor's Court for violations of Chapter 505, which are punishable as misdemeanors. However, it is understood and agreed upon that the Contractor will not issue such citations until or unless the City provides the Contractor with two-way radio communications equipment sufficient to immediately summons law enforcement assistance should such assistance be required. All other violations, which carry more severe potential penalties, will be immediately referred to the Division of Police.
 - vii) When a subpoena is issued and a court appearance is required representing the city of Gahanna on an animal control issue, the contractor will honor the subpoena and charge a flat fee of \$100. Verification of his appearance will be made by the Deputy Chief of Police prior to payment for this service. This fee is in addition to the compensation listed in #2 below.
 - viii) Contractor will document hours worked and tasks completed daily.
 - ix) Contractor shall annually furnish the City with copies of appropriate liability insurance coverage.
 - x) 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 said personal services, the Contractor shall be compensated \$1,975 on the second and fourth Friday of each month. The total amount of the Contract shall not exceed \$47,400.10 for the year 2009. This total amount will increase by 3% to \$48,822.10 for the year 2010 and by 3% to \$50,286.76 for the year 2011. As a matter of record, the Contractor will furnish the Gahanna Police Department a recap of activities performed on a monthly basis.
- 3) Contractor is required to maintain a cellular telephone. Contractor shall be responsible for any expenses incurred for required communication equipment and transportation. Contractor is responsible for the expenses of all equipment needed to carry out the terms and conditions detailed in this contract.

- 4) This personal services contract commences January 1, 2009, and expires December 31, 2011.
- 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) 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.
- 8) 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.
- 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 _____, 20____.

CITY OF GAHANNA, OHIO
200 SOUTH HAMILTON ROAD
GAHANNA, OH 43230

CHARLES W. HENDERSON
6267 BLACKS ROAD N.W.
PATASKALA, OH 43062

BY: _____

REBECCA W. STINCHCOMB, MAYOR

BY:

CHARLES W. HENDERSON

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)

DISPOSITION:

**Original: Human Resources Department
Copy: Chief of Police
Director of Finance
Contractor
Director of Public Service**