

**THE CITY OF GAHANNA AND THOMAS L. WEBER
2014 PERSONAL SERVICES AGREEMENT**

This Agreement (the "Agreement") is made and entered into on _____, 2014, by and between the City of Gahanna, Ohio ("City"), an Ohio Municipal Corporation, with offices at 200 S. Hamilton Road, Gahanna, Ohio 43230 and Thomas L. Weber ("Weber"), with a mailing address of 146 Granville Street, Gahanna, Ohio 43230 for the services as detailed herein. City and Weber are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS: The City Attorney, Shane W. Ewald, hereby appoints Thomas L. Weber to serve as assistant legal counsel on behalf of the City of Gahanna, to provide legal advice and services to the Gahanna Planning Commission, and such other legal administrative work and services that may be requested by the City Attorney.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION I – TERM

This Agreement shall be for a period of one year (1) year, beginning on the 1st day of January, 2014.

SECTION II – SCOPE OF WEBER'S OBLIGATIONS

- a. Weber will attend all Planning Commission Meetings.
- b. He agrees to provide legal advice and services to the Planning Commission Board members.
- c. Weber will complete all legal administrative work required in conjunction with the above legal services; and, such other services that may be requested by the City Attorney.
- d. He agrees to utilize all time necessary to perform the functions and fulfill the requirements of the above legal services as outlined by the City Attorney. Weber understands the City functions during the normal business hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and is closed for all holidays. The Planning Commission Meetings are held outside normal business hours.
- e. Weber will make the best effort to carry out the work required and shall provide legal services in an efficient, professional, and courteous manner.
- f. He agrees to provide documentation of hours worked and tasks completed as required by the City Attorney. He will submit equal monthly invoices for payment for legal services.

- g. Weber will be required to provide his own transportation, cellular phone and general office supplies. He agrees all work performed and any documentation resulting from the services provided must be turned over to the City Attorney at the completion of the service or end of this Agreement, whichever event is first.
- h. He agrees that 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 Weber for services performed under this Agreement.
- i. The parties hereto specifically agree that Weber is not to be deemed an employee for any purpose whatsoever. In that regard, said he 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 him and this is not a contract of employment.

SECTION III – SCOPE OF CITY’S OBLIGATIONS

The City of Gahanna, Ohio, agrees to pay Weber the sum of Six Hundred Twenty-five Dollars (\$625.00) per month for all legal services required by this Agreement.

SECTION IV – TERMINATION

- a. 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 Agreement shall be subject to immediate termination by the City when the City has exhausted all funds legally available for all payments due under such Agreement.
- b. It is further agreed that the City Attorney may terminate this Agreement immediately should Weber engage in any of the following:
 - 1. Dishonesty of a material nature that relates to the performance of legal services under this Agreement;
 - 2. Criminal conduct that relates to the performance of services under this Agreement or that undermines his ability to perform services under this Agreement; and/or,
 - 3. Fails to satisfactorily perform duties as outlined in the Agreement.

The City of Gahanna shall have no other financial or other obligations under the Agreement thereafter.

SECTION V – INDEMNIFICATION

The City of Gahanna assumes no liability, express or implied, for any claim, demand, action, liability, loss or expense, including attorneys' fees that may arise from Weber or a third party as a result of this Agreement

SECTION VI – CONFIDENTIALITY

By virtue of this Agreement, a Party may have access to information that is confidential to the other Party ("Confidential Information"). A Party's Confidential Information shall not include information that:

- a) is or becomes a part of the public domain through no act or omission of the other Party;
- b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
- c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
- d) is independently developed by the other Party. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Neither Party shall be prohibited by this Section from making disclosures to the extent required by law; prior written notice via electronic mail for such disclosure shall be given to the other party prior to such disclosure.

SECTION VII – ASSIGNMENT/TRANSFER

Unless otherwise specified herein, Weber may not assign and/or transfer all or part of this Agreement without obtaining the prior written consent of the other Party. The third party accepting the assignment of this Agreement agrees to abide by the terms of this Agreement.

SECTION VIII – NOTICE

Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

If to Thomas L. Weber:
Thomas L. Weber, Attorney at Law
146 Granville Street
Gahanna, Ohio 43230

If to City of Gahanna:
City Attorney, City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

SECTION IX – FORCE MAJEURE

Notwithstanding any other provisions in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the defaulting Party, including but not limited to, causes such as riots, civil disturbances, actions or

inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.

SECTION X – CAPTIONS

The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

SECTION XI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

SECTION XII – THIRD PARTY BENEFICIARIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

SECTION XIII – ENTIRE AGREEMENT

This Agreement, together with the Exhibits referenced herein, constitutes the entire Agreement and understanding of the Parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by the Parties.

SECTION XIV – NO WAIVER OF CONTRACTUAL RIGHT

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION XV – GOVERNING LAW

This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by the laws of the State of Ohio. Any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

SECTION XVI – VENUE

The Parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement.

SECTION XVII – SEVERABILITY

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

SECTION XVIII – BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of each party and their respective successors and assignees.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

APPROVED:

City of Gahanna

Shane W. Ewald, City Attorney

Rebecca W. Stinchcomb, Mayor

Date: _____

Date: _____

The undersigned Thomas L. Weber hereby accepts the appointment by the City Attorney, this ____ day of _____, 2014.

Thomas L. Weber, Attorney at Law