

PERSONAL SERVICES CONTRACT

between

CITY OF GAHANNA, OHIO

and

CHARLES W. HENDERSON

84 Goings S.W.

Reynoldsburg, Ohio 43068

- 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 by 10:00 a.m. 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. 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 responsible for the transportation of domestic animals to the Franklin County Animal Shelter or similar facility designated by the 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.

**EXHIBIT A**

- v) 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.
  - vi) Contractor will document hours worked and tasks completed daily.
  - vii) Contractor shall annually furnish the City with copies of appropriate liability insurance coverage.
  - viii) 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 \$1,712.12 on the second and fourth Friday of each month. The total amount of the Contract shall not exceed \$41,090.88 for the year 2004. 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 pager. Contractor shall be responsible for any expenses incurred for required communication equipment and transportation.
  - 4) This personal services contract commences January 1, 2004, and expires December 31, 2004.
  - 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  
84 GOINGS SW  
REYNOLDSBURG, OH 43068  
SOCIAL SECURITY: 268-46-4211

BY: \_\_\_\_\_  
REBECCA W. STINCHCOMB, MAYOR

BY: \_\_\_\_\_  
CHARLES W. HENDERSON

BY: \_\_\_\_\_  
TERRANCE A. EMERY  
DIRECTOR OF PUBLIC SERVICE

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: Gahanna Police Department  
Copy: Director of Finance  
Contractor  
Director of Public Service