

PERSONAL SERVICES CONTRACT
between
CITY OF GAHANNA
and
BENATEC ASSOCIATES, INC.
CONSULTING ENGINEERS

The City of Gahanna, Ohio ("City"), and Benatec Associates, Inc. ("Contractor"), hereby agree to the terms and conditions set forth in this contract:

- (1) According to the requirements of the Ohio Basic Building Code, Section 4101:2-1-45 (C), (D) & (E), and in exchange for consideration herein stated, the Contractor agrees to provide personal services as Ohio Certified Building Official, Ohio Certified Plans Examiner, Ohio Certified Building Inspector, and Fire Suppression Plan Reviewer. The Ohio Certified Building Inspector services shall be performed as required and scheduled by the Director of Public Service or his designee, during the term of this contract.
- (2) In consideration for providing the said personal services, the Contractor shall be compensated at a rate of \$51.00 per actual hours worked. Time sheets which accurately detail dates and hours worked shall be submitted to the Director of Public Service for approval prior to any compensation disbursements. The aggregate total of all compensation under this contract shall in no event exceed the total amount appropriated for the calendar year.
- (3) The personal services called for in this contract shall be provided beginning April 1, 2002, thru March 31, 2003, and may be renewed for subsequent calendar years subject to the appropriation of funds by Gahanna City Council.
- (4) 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.
- (5) This contract shall be subject to immediate termination by the City if funds are not appropriated for any fiscal period during the term of the contract, when the City has exhausted all funds legally available for all payments due under the contract.

It is further agreed that the City, upon giving the Contractor thirty (30) days advance notice, may terminate this contract for any reason during its term, and shall have no other financial obligations under the contract thereafter.
- (6) This contract is for independent personal services and is not a contract of employment.
- (7) Under this contract, the City will defend the Contractor in the event of a dispute with any party in which the Contractor is acting as an agent for the City.
- (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.

EXHIBIT A

- (9) Contractor shall hold the City harmless for any loss or damage he may incur as a result of this contractual relationship.
- (10) The fee and services described herein comprise the whole and complete requirements of the Contractor and City.

PERSONAL SERVICES CONTRACT

Benatec Associates, Inc.

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DATED this 1 day of April, 2002

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

BENATEC ASSOCIATES, INC.
119 DILLMONT DRIVE
COLUMBUS, OH 43235

BY: _____
Rebecca W. Stinchcomb

BY: _____

BY: _____
ROLAND P. HALL
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: Director of Public Service
Copy: Director of Finance
Building & Heating Inspector
Benatec Associates, Inc.