ORDINANCE NO. 480 BILL NO. 480

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD HEIGHTS, MISSOURI, AND NORBERT GAMLIN, RELATING TO CATCHING AND DELIVERY OF STRAY DOGS OBTAINED WITHIN THE CITY OF WOOD HEIGHTS, MISSOURI, AUTHORIZING THE MAYOR AND CLERK TO EXECUTE SAID AGREEMENT IN RELATION THERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION I

The Mayor and City Clerk of the City of Wood Heights, Missouri, are hereby authorized and directed to execute on behalf of the City of Wood Heights, Missouri, a certain agreement between the City of Wood Heights, Missouri, and NORBERT B. GAMLIN relating to the catching and delivering of stray dogs found within the city limits of Wood Heights, Missouri, a copy of said agreement being attached hereto marked "Exhibit A" and incorporated herein be reference, and which is hereby approved and adopted by passage of this Ordinance.

SECTION II

All Ordinances or parts of Ordinances that conflict with this Ordinance are hereby repealed.

This Ordinance shall take effect from and after its date of passage and approval.

READ THREE TIMES AND PASSED THIS 5 DAY OF NOV, 1985

MAYOR

ATTEST:

CITY CLERK

APPROVED BY THE MAYOR THIS 5 DAY OF NOV, 1985.

MAYOR

ATTEST:

CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made and entered into this 5 day of NOV., 1985, by and between the City of Wood Heights, Missouri, a municipal corporation, (hereinafter referred to as "City"), and NORBERT B. GAMLIN, an individual, (hereinafter referred to as "Contractor"), witnesseth:

WHEREAS, the City is desirous of hiring Contractor to furnish dog catching services to the City as an independent contractor under the terms and conditions of this Agreement; and

WHEREAS, Contractor is desirous of furnishing dog catching services to the City under the terms and conditions of this Agreement;

NOW, THEREFORE, for valuable consideration, each received by the other and in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the said parties as follows:

1. Under the terms and conditions hereinafter set forth, Contractor agrees to catch and transport to the designated impoundment any stray dogs (either unlicensed dogs or dogs found running-at-large) within the city limits of Wood Heights, Missouri as may be directed by the City, or City's duly authorized employees or agents.

2. For each dog delivered to the designated impoundment by Contractor the City agrees to pay to Contractor the sum of Three Dollars ($3.00) per dog, but not to exceed the sum of FIFTEEN Dollars ($ 15) per month for delivery of no more than FIVE (5) dogs per month.

3. Contractor agrees that he shall furnish his own equipment, vehicle, and insurance at his own expense with no right of reimbursement from the City.

4. Contractor shall maintain records, acceptable to City, relating to each and every stray dog caught and delivered by him and permit inspection of same by City personnel upon request.

5. The designated impoundment as referred to in this Agreement shall be the dog pound of the City of Excelsior Springs, Missouri, unless the location is otherwise changed by City. In the event of a change of location of said impoundment, the City shall notify Contractor of such change in writing.

"Exhibit A"

6. Contractor specifically acknowledges and agrees that he is solely responsible and liable for his actions while performing services for the City pursuant to this contract. Contractor further agrees to indemnify and hold City harmless from and against any and all claims, losses, actions, or liabilities of any nature which may result from Contractor's performance under this Agreement.

7. Contractor further acknowledges and agrees that any injuries to persons and/or damages to property caused or sustained while performing services pursuant to this contract will not be covered by any insurance or assets of City.

8. It is expressly understood and agreed by and between the parties that the Contractor is an independent contractor and shall not be deemed an employee of the City of Wood Heights, Missouri.

9. This Agreement shall expire and terminate on the 6 day of MAY, 1986, except that either party may earlier terminate this Agreement by notification in writing to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WOOD HEIGHTS, MISSOURI

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

_____
CONTRACTOR