

SPONSOR Hendler / Kitchen

## ORDINANCE NO. 18-16

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, OHIO, TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON OHIO, AND JANICE L. McKIBBEN TO OPERATE THE CITY CHIP OFFICE AND PROVIDE PROCESSING SERVICES AND TO DECLARE AN EMERGENCY.**

WHEREAS, the City has lost its previous provider of services to the City for the operation of the CHIP office and services have been provided on an emergency basis by Janice L. McKibben; and

WHEREAS, Janice L. McKibben is uniquely qualified and has the qualification and experience necessary to continue to provide services related to the operation of the City's CHIP office and has done so since January 25, 2016; and

WHEREAS, the City desires to contract with Janice L. McKibben to have her continue to provide services for the operation of the CHIP office; and

WHEREAS, this matter constitutes an emergency and immediate passage of this Ordinance is necessary to further and to protect the health, safety and welfare of the City and its citizens as these services are necessary if the City is to properly manage and administer the CHIP grant funds.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

**Section One.** The Mayor of the City of Jackson is hereby authorized and directed to execute on behalf of the City of Jackson, Ohio, an agreement between the City and Janice L. McKibben in substantially the same form as that attached hereto as Exhibit "A".

**Section Two.** This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

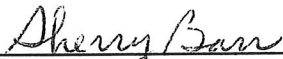
**Section Three.** This Council finds that this matter constitutes an emergency and immediate passage of this Ordinance is necessary to further and to protect the health, safety and welfare of the City and its citizens as these services are necessary if the City is to properly manage and administer the CHIP grant funds.

**Section Four.** It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions were in a meeting open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 14<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
President of Council

ATTEST:

  
\_\_\_\_\_  
Clerk of the Legislative Authority

Approved this 14<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Mayor

CITY OF JACKSON, OHIO  
COMMUNITY DEVELOPMENT OFFICE  
CONSULTING AGREEMENT

This Agreement is made by and between City of Jackson, of 145 Broadway Street, Jackson, Ohio 45640 (hereinafter referred to as City), and Janice L. McKibben, of 123 Buckeye Park Road, Wellston, Ohio 45692 (hereinafter referred to as Provider).

For valuable consideration provided, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Janice L. McKibben shall provide the following services (collectively, the "Services"): Operating the City of Jackson Community Development Office and assisting with the processing of applications in connection with the CHIP grant funds

2. PERFORMANCE OF SERVICE. Janice L. McKibben has specific skills and knowledge that uniquely qualify her to provide these Services to the City. The manner in which the Services are to be performed and the specific hours of Service shall be determined by Provider. Provider shall, however, provide no less than 16 hours per week of service to the City pursuant to this agreement and during which time Provider shall maintain office hours at the office provided by the City and during regular business hours of the City. Provider shall be credited for those hours of attendance at meetings or trainings related to the Service provided and attended by Provider. Provider shall be credited no more than 16 hours per week for training or meetings.

3. PAYMENT. Provider shall be paid \$400.00/week for her services. Provider shall be paid on the same pay schedule as are the employees of the City. Provider's first pay period shall include payment for services that began on January 25, 2016 and for each week thereafter to the date of this agreement.

4. SUPPORT SERVICES. City of Jackson will provide support services, including office space, for use by Provider. The suitability of the support services and office space provided by the City shall be determined by the City at its sole discretion.

5. TERMINATION. This Agreement may be terminated by either party upon 30 days written notice to the other party except for termination with good cause which shall be immediate. Unless renewed, this Agreement shall terminate at the same time the current CHIP grant expires.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Janice L McKibben is an independent contractor with respect to City of Jackson, and not an employee of the City. The City shall not be required to provide health insurance benefits, paid vacation, or any other employee benefit in excess of the agreed upon compensation set forth in paragraph 3 above. Provider shall execute the OPERS Independent Contractor Waiver attached hereto.

8. INDEMNIFICATION. City of Jackson agrees to indemnify and hold harmless Janice L. McKibben from all claims, losses, expenses, costs, and judgments that may be asserted against, Janice L McKibben that arise from the acts or omissions of City of Jackson, its employees or agents. Likewise, Provider agrees to indemnify and hold harmless the City from all claims, losses, expenses, costs, and judgments that may be asserted against the City that arise from the acts or omissions of Provider, her employees or agents.

9. RETURN OF RECORDS. Upon termination of this Agreement, Provider shall deliver all records, notes, data, memoranda and models of any nature that were maintained, created or prepared in whole

or part by Provider in furtherance of the services provided to the City. Provider shall also return to the City any equipment provided by the City for use by Provider.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the following addresses:

If to City of Jackson:

City of Jackson  
Randy R. Heath Mayor,  
City of Jackson  
145 Broadway Street  
Jackson, Ohio 45640

If to Provider:

Janice L. McKibben  
123 Buckeye Park Road  
Wellston, Ohio 45692

The above listed addresses may be changed from time to time by a party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement,

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Ohio.

16. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume.

Date: \_\_\_\_\_

For the City of Jackson

For Provider

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_  
Janice L. McKibben



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## STEP 1: Personal Information

Social Security Number

\_\_\_\_-\_\_\_\_-\_\_\_\_

First Name

MI

Last Name

\_\_\_\_

Name of Current Employer

\_\_\_\_

## STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

\_\_\_\_

Employer Contact

First Name

MI

Last Name

\_\_\_\_

Employer Code

\_\_\_\_

Employer Contact Phone Number

\_\_\_\_-\_\_\_\_-\_\_\_\_

Service Provided to Public Employer

\_\_\_\_

Start Date of Service

Month

Day

Year

\_\_\_\_/\_\_\_\_/\_\_\_\_

End Date of Service

Month

Day

Year

\_\_\_\_/\_\_\_\_/\_\_\_\_

### STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If entering into a contract to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, the pension portion of your benefit will be forfeited during the period of the contract. The annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract.

This acknowledgement will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name