

SPONSOR

Jones/Forster

**ORDINANCE NO. 63-17**

**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 WARREN THOMAS THACKER TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE CITY OF JACKSON.**

WHEREAS, the circumstances of the City of Jackson, Ohio that previously required it to contract with an additional qualified person to maintain and upkeep the City's Information Technology (IT) structure still exist; and

WHEREAS, Warren T. Thacker, aka Thomas Thacker, has the qualification and experience necessary to continue to provide IT services to the City; and

WHEREAS, the City desires to contract with Thomas Thacker to have him continue to provide IT services to the City.

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, the agreement between the City and Thomas Thacker. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference

**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.** 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 11<sup>th</sup> day of December, 2017.

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

ATTEST:

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

Approved this 11<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Mayor

**AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Jackson, Ohio, an Ohio municipal corporation, together with its successors and assigns, hereinafter referred to as "the City", and Warren T. Thacker, an individual, hereinafter referred to as Thacker.

WHEREAS, the City desires to employ Thacker, and Thacker desires to perform services for the City as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the City and Thacker hereby agree as follows:

1. The City shall employ Thacker as the City Information Technology Systems Administrator and Thacker agrees to accept this employment. Thacker duties shall include those normally undertaken by an IT Systems Administrator of a municipality, and shall also include any other duties as assigned by the City's Director of Public Service/Safety or Mayor.
2. The City shall compensate Thacker at a rate as follows: effective 1/1/2018 \$19.51/hr and effective 1/1/2019 \$20.01/hr payable every other Wednesday. Thacker will work a "Flex Schedule" and will be eligible for overtime compensation in an amount equal to 1 1/2 times his regularly hourly rate for all hours worked over forty (40) hours in any one work week. Compensatory time off at a rate of 1 1/2 times hours for all necessary hours worked may be taken in lieu of overtime. Normal working hours will be 7:30am to 4:00pm, with one (1) hour for lunch. The City and Thacker agree that overtime will only be assigned, or worked, in emergency situations, or situations that are imperative to efficient operations, as determined by the Director of Public Service/Safety or Mayor.
3. Thacker shall be eligible for the benefits listed in Section 6.00 of the City of Jackson's Personnel Policies & Procedures Manual.
4. The initial term of Thacker's employment shall continue until December 31, 2019, and notwithstanding any other provision of this agreement to the contrary, shall automatically renew for successive two (2) year periods unless the Mayor or President of City Council, with a vote of a majority of city council members, gives Thacker written notice at least one hundred twenty (120) days prior to the expiration, of intent to not renew the agreement.
5. Notwithstanding any other provision of this agreement to the contrary, if the Mayor of the City has reason to believe that Thacker has been guilty of neglect of duty or any other acts of misfeasance, malfeasance, or nonfeasance in the performance of his duties, the Mayor shall file with the City Council written charges against Thacker setting forth in detail the reason and basis for the charges and shall immediately serve a true copy of the charges upon Thacker. Such charges shall be heard at the next regular meeting of the City Council occurring not less than five (5) days after the charges have been served upon Thacker. Thacker may appear in person and by counsel at the hearing and may examine witnesses and answer charges. At the conclusion of the hearing the City may, by a resolution adopted by a majority of the City Council, dismiss the charges, suspend Thacker without pay for not more than sixty (60) days, or remove him from his position and terminate this agreement. Notwithstanding any provision in this agreement to be contrary, Thacker may terminate this agreement at any time by providing at least thirty (30) days advance written notice to the Mayor and President of City Council.
6. No amendments to this agreement shall be effective unless contained in a written document signed by both parties hereto after approval by a majority of city council.
7. Neither party may assign any right or obligation under the Agreement without the prior, written consent of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective January 1, 2018.

Witnessed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City of Jackson, Ohio

Witnessed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature



## INFORMATION TECHNOLOGY ASSISTANT

The IT Systems Administrator works under the supervision of the IT Director and is to provide services in the following areas:

1. Maintain and install the City wide network infrastructure.
2. Maintain, install, troubleshoot, and repair PC's, Fileservers and related equipment.
3. Maintain the City's website and local Channel 24.
4. Maintain user credentials and logins for Fileservers and related equipment.
5. Maintain computer inventories.
6. Maintain and install phone systems.
7. Maintain and install Traffic Signal controls.
8. Maintain and install PLC's.
9. Maintain and install SCADA equipment.
10. Maintain and implement PC security.
11. Perform computer training.
12. All other duties assigned by the IT Director, Service/Safety Director, or Mayor.