

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE CITY OF HUDSON AND ELIZABETH SLAGLE**

THIS AGREEMENT (the “Agreement”) is being made on June 26, 2023, by and between City of Hudson, Ohio, a chartered municipality, located at 1140 Terex Road, Hudson, Ohio 44236, in the County of Summit (the “CLIENT”), on one hand, and, Elizabeth Slagle, residing at 4635 Red Willow Road, Stow, Ohio 44224, (the “CONTRACTOR”), on the other hand. CLIENT and CONTRACTOR are sometimes hereinafter referred to as a “Party” or collectively as the “Parties.”

By their respective signatures at the bottom of this document the Parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves to the terms contained in this Agreement.

1. **WORK TO BE PERFORMED.** CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below with an anticipated start date of June 26, 2023, and lasting for a period until October 27, 2023, or, until CONTRACTOR’s services are no longer needed as determined by CLIENT. The CLIENT may also reasonably request that CONTRACTOR commence providing services hereunder prior to the anticipated start date if circumstances so require. The CLIENT, in its sole discretion, shall have the right to terminate CONTRACTOR’s services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities (“Description of Services”): To assist and to serve as the City’s Acting Clerk of Council. CONTRACTOR shall work directly with, accept assignments from, and report results and activity to the CLIENT’s City Council President and members of City Council. Work can be performed at Hudson City Hall or in the field as needed and otherwise provided herein.
2. **SCOPE OF WORK.** CONTRACTOR’s required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. The *approximate* number of hours worked in a single week shall be twenty-four (24), consisting of two (3) separate, eight (8) hour shifts, including attendance at Regular and Special City Council meetings. At least two (2) of these eight (8) hour shifts in a single week should be completed at City Hall. CONTRACTOR shall submit the proposed schedule of work to the CLIENT’s City Manager and City Council President before services start. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of her activities and responsibilities contained in this Agreement and shall have full discretion within the

Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining written authorization from CLIENT's City Council President.

3. **INDEPENDENT CONTRACTOR.** CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an independent contractor and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer- employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing in advance. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, state or other retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA or OPERS payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that she shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. THE CONTRACTOR HEREIN PLEDGES AND AGREES TO DEFEND AND INDEMNIFY THE CLIENT FOR ANY DAMAGES OR EXPENSES, INCLUDING ANY RELATED ATTORNEY'S FEES AND LEGAL EXPENSES, INCURRED BY THE CLIENT AS A RESULT OF CONTRACTOR'S FAILURE TO MAKE SUCH REQUIRED PAYMENTS. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.
4. **EQUIPMENT & MEANS OF SERVICE.** CONTRACTOR is responsible for providing all her own equipment with which to complete the services contemplated by this Agreement. However, the CLIENT may, in its sole discretion, provide access and use of office space, computers, copiers, phones, certain electronic and telephone equipment, email, software, and/or supplies if CLIENT deems it necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

5. **COMPENSATION.** In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR Sixty Dollars (\$60) per hour. CONTRACTOR shall submit to the CLIENT's City Council President a log reporting her hours every week. CONTRACTOR shall issue an invoice to CLIENT on a monthly basis. The CONTRACTOR shall invoice the CITY the first week of the month, for the previous month's work. Payment shall become due to the CONTRACTOR within thirty (30) calendar days after receipt and approval by the City Council President of an undisputed invoice. Each monthly invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and, (c) a description of the work performed, including the aforementioned reporting logs for the dates invoiced. At no time shall CONTRACTOR bill for or be paid for more than an average of 24 hours of work a week per monthly invoice, unless previously authorized or subsequently waived by CLIENT's City Council President in writing.
6. **EXPENSES.** CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, air, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.
7. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** The CONTRACTOR hereby represents that she has complied with all Federal, State, and local laws regarding any applicable business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon reasonable request by the CLIENT. The CONTRACTOR also represents and warrants that her relationship with the CLIENT will not cause or require that she breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company, or entity. Furthermore, the CONTRACTOR acknowledges that she has not brought and will not bring or use in the performance of her duties for the CLIENT any proprietary or confidential information, whether in writing, of a former contracted company or other entity without that entity's written permission or authorization. CONTRACTOR acknowledges and affirms that she understands CLIENT is a public entity subject to Ohio's Public Records Laws (R.C. 149.43) and that her work-product may be subject to those laws. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

8. **OWNERSHIP OF SOCIAL MEDIA.** The CLIENT shall have sole ownership over any social medial contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube, or any other social media network that has been used or created on behalf of the CLIENT.
9. **EXCLUSIVITY, MARKETING AND ADVERTISING.** CONTRACTOR understands that while working on an assignment provided by CLIENT, she represents CLIENT and not any other business, including her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise her own business, shall not solicit work for herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for herself as long as it does not directly compete with CLIENT as described in this Agreement.
10. **CLIENT'S RIGHT TO SUSPEND OR ALTER WORK.** The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 3 calendar days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete her work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

11. **TERMINATION.** This Agreement shall terminate on October 27, 2023, unless extended by a mutual written agreement signed by the Parties with the same degree of formality as this Agreement. Notwithstanding, either Party may terminate this Agreement in whole or in part, whenever they determine that termination is in their best interest. Termination shall be effected by providing at least 10 calendar days written notice of termination to the other Party specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any chargeable costs expended up to that point, but no other loss, damage, expense, or liability may be claimed, requested, or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.
12. **EXECUTION.** During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may reasonably deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to establish, document, and protect such rights.
13. **INJUNCTIVE RELIEF.** CONTRACTOR hereby acknowledges (a) the unique nature of the protections and provisions established and contained within this Agreement; (b) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and, (c) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

14. **LIABILITY.** CONTRACTOR warrants and acknowledges that she shall be liable for any alleged or actual loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform any assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of God" beyond CONTRACTOR's reasonable control, CONTRACTOR shall be solely responsible for any alleged or actual loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any alleged or actual loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.
15. **DEFENSE AND INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also ensure that all its employees and agents, if any, take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement.
16. **NOTICES.** All notices, requests, approvals, demands and other written communication made pursuant to this Agreement shall be given in writing and deemed properly given when delivered in person, or by national courier delivery service (such as FedEx) to the addresses listed herein or to such other addresses as may be specified from time to time in writing by the applicable party.
17. **EXCLUSIVE VENUE AND CHOICE OF LAW.** This Agreement is to be construed pursuant to the current laws of the State of Ohio without giving effect to any conflict of laws principle. Jurisdiction and the exclusive venue for any claim arising out of this Agreement shall be made in the courts situated in Summit County, Ohio. The Parties expressly submit to such jurisdiction and venue and otherwise waive any objection to venue or any claim of forum non conveniens.
18. **WAIVER.** If either Party fails to enforce any provision contained within this Agreement, it 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.
19. **DRAFTING AMBIGUITIES.** The Parties have reviewed and had the opportunity to revise this Agreement and have had the opportunity to have legal counsel review and or revise this Agreement. As such, the Parties expressly agree that the rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments hereto.
20. **HEADINGS.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

21. **SEVERABILITY.** If any part of this Agreement is determined to be void, invalid, inoperative, or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative, or unenforceable provision had not been contained herein.
22. **MODIFICATIONS OR AMENDMENTS.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties with the same degree of formality as this Agreement.
23. **COUNTERPARTS.** This Agreement, at the discretion of the respective Parties, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.
24. **COPIES.** Both CONTRACTOR and the CLIENT hereby acknowledge that they have received a signed copy of this Agreement. The Parties hereto agree that facsimile or electronic signatures upon this Agreement shall be as effective as originals.
25. **ENTIRE UNDERSTANDING/MERGER CLAUSE.** This document and any schedules attached hereto constitute the entire understanding and agreement of the Parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede all other agreements, either oral or written, between the Parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CLIENT: CITY OF HUDSON, OHIO

CONTRACTOR: ELIZABETH SLAGLE

By: _____
Thomas J. Sheridan, City Manager

By: _____
Elizabeth Slagle

Approved only as to form:

John Kolesar, City Solicitor