

RECORD OF ORDINANCES

Ordinance No.: 2019-41

Passed: October 14, 2019

AN ORDINANCE AUTHORIZING AND DIRECTING THE FISCAL OFFICER AND ADMINISTRATOR AND/OR MAYOR TO EXECUTE AN AGREEMENT FOR OFF-DUTY POLICE SERVICES WITH THE RIDGEWOOD LOCAL SCHOOL DISTRICT

WHEREAS, the Ridgewood Local School District desires certain off-duty police services to be provided by the Police Department of the Village of West Lafayette;

WHEREAS, the Village of West Lafayette, including its Police Department, is agreeable to providing such off-duty police services as agreed to by the Ridgewood Local School District and the Village; and

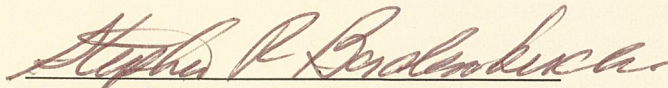
WHEREAS, the Village and the Ridgewood Local School District desire to enter into an agreement concerning off-duty police services, a copy of which agreement is attached to this Ordinance, with an effective date of August 23, 2019.

NOW, THEREFORE, BE IT ORDAINED as follows by the Council for the Village of West Lafayette, Ohio:

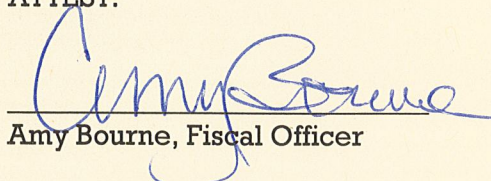
SECTION I: Council does hereby authorize the Fiscal Officer and Mayor and/or Administrator to execute the attached Agreement for Off-Duty Police Services Between the Village of West Lafayette and the Ridgewood Local School District.

SECTION II: This Ordinance is hereby declared to be a retroactive emergency measure necessary for the immediate preservation of the public health, safety, and welfare. The reason for such necessity is that the off-duty police services provided for under the agreement are necessary to maintain a safe and orderly community in the Village at current and future Ridgewood Local School District events occurring within the Village, which events began on August 23, 2019, and this Ordinance is necessary to provide full authority for the Fiscal Officer and Administrator and/or Mayor to sign the required agreement with an effective date of August 23, 2019. Therefore, this Ordinance shall be retroactively effective as of August 23, 2019.

PASSED IN COUNCIL THIS 14 DAY OF October, 2019.


Stephen R. Bordenkircher, Mayor

ATTEST:


Amy Bourne, Fiscal Officer

**AGREEMENT FOR OFF-DUTY POLICE SERVICES
BETWEEN THE VILLAGE OF WEST LAFAYETTE AND
THE RIDGEWOOD LOCAL SCHOOL DISTRICT**

This agreement is entered by and between the *Village of West Lafayette, Ohio* (hereinafter referred to as the "Village" or the "Village of West Lafayette") and the *Ridgewood Local School District* (hereinafter referred to as the "School"), whereby the School desires certain off-duty law enforcement services to be provided by the Police Department of the Village of West Lafayette (hereinafter referred to as the "Village Police"). It is hereby agreed that:

Section 1:

As used herein, "off-duty police services" refers to the services provided by off-duty Village Police officers for providing security and maintaining order at various School events occurring within the Village of West Lafayette, such as football and basketball games and graduation ceremonies. Village Police officers providing off-duty services are required to comply with the standards of conduct, rules, regulations, policies, and procedures of the Village Police. Village Police officers performing off-duty police services will do so in the officer's official capacity as an officer of the Village Police in full uniform, with Village Police equipment, including the use of a patrol vehicle. Any off-duty police services provided by the Village Police to the School are subject to and under the terms of this agreement.

Section 2:

The School shall submit any requests for off-duty police services to the Chief of the Village Police. The provision and approval of Village Police off-duty police services is at the sole discretion of the Chief of the Village Police. The Chief of the Village Police coordinates and assigns all requests for off-duty police services provided by the Village Police. The Village Police reserves the right to recall and/or reassign any officer or cruiser assigned to off-duty police services under this agreement in order to assist with any emergency situation that may arise or as otherwise necessary for the public welfare and safety of the residents of the Village of West Lafayette, Ohio.

Section 3:

The School will pay \$35.00 per hour, with a three-hour minimum charge, for the off-duty police services rendered by Village Police officers. Payment shall be made directly to the Village by check payable to the "Village of West Lafayette." All payment must be received within seven (7) calendar days of each event for which the off-duty police services were provided.

The Village reserves the right to adjust and/or modify the pay rate in August of each year. Any such adjustment and/or modification to the existing pay rate shall be communicated by written notice to the School.

If the School wishes to cancel any off-duty police services, the School shall notify the Chief of the Village Police at least two (2) hours before the start of the off-duty police services detail. If the aforementioned cancellation notice is not provided, then the School shall pay the Village the three-hour minimum charge.

Section 4:

The School agrees to indemnify and hold the Village of West Lafayette and its Council members, officers, employees, agents, and departments, including but not limited to the Village Police, the Village

Police police officers, the Chief of the Village Police, and any police officer who may be assigned to the School, harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses that may arise out of this agreement or the services to be provided pursuant to this agreement.

This agreement for off-duty police services is effective as of August 23, 2019. Either party may terminate this agreement at any time in writing provided to the other party. If any provision in this agreement shall be invalid by judgment or court order, all other provisions shall remain in full force and effect.

AGREED TO BY:

**THE VILLAGE OF
WEST LAFAYETTE**

**RIDGEWOOD LOCAL
SCHOOL DISTRICT**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print Name: Amy Bourne

Title: Fiscal Officer, Village of West Lafayette

Date: _____

APPROVED AS TO FORM:

By: _____

Print Name: Julie Dreher

Title: Solicitor, Village of West Lafayette

Date: _____