

A RESOLUTION AUTHORIZING THE POLICE CHIEF AND/OR FISCAL OFFICER TO ENTER INTO A CONSULTANT AGREEMENT WITH MUSKINGUM VALLEY EDUCATIONAL SERVICE CENTER (MVESC) TO IMPLEMENT THE SCHOOL RESOURCE OFFICER (SRO) FOR THE RIDGEWOOD LOCAL SCHOOLS 21st CENTURY PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to enter into an agreement with MVESC to implement the School Resource Officer for the Ridgewood Local Schools 21st Century Program.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette, Coshocton County, State of Ohio;

Section 1: That the Police Chief and/or the Fiscal Officer be, and they hereby are, authorized and directed to enter into a Consultant Agreement with MVESC to implement the SRO for the Ridgewood Local Schools 21st Century Program in substantially the same form and with substantially the same terms as the agreement attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of the Village Solicitor.

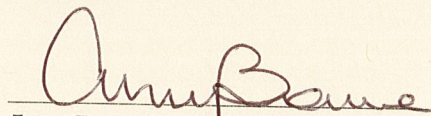
Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall be and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the reason that it is immediately necessary to initiate the funding and implement the SRO for the Ridgewood Local Schools 21st Century Program at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 11 day of September, 2023.


Stephen R. Bordenkircher, Mayor

ATTEST:


Amy Bourne, Fiscal Officer



CONSULTANT AGREEMENT

The Village of West Lafayette

The Muskingum Valley Educational Service Center Board of Education (the "Board") and *The Village of West Lafayette, 113 E. Railroad St., PO Box 175, West Lafayette, OH 43845* (hereinafter "Consultant") hereby enter into an agreement for the provision of services as an Independent Consultant as follows:

1. **ENGAGEMENT.** The Board engages Consultant, *The Village of West Lafayette* for the performance of certain services, namely:

The consultant will provide approximately 8 hours of *School Resource Officer (SRO) duties* services per week from September 2023 through June 2024 for the *Ridgewood Local Schools 21st Century* program. *The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource and serve as a liaison between the school and the police department.*

Insofar as Consultant may have unsupervised access to a child on a regular basis, Consultant may at any time be required to provide a set of fingerprints and be subjected to a criminal records check.

2. **TERM.** This Agreement is effective as of *September 11, 2023*.

The Board may also terminate this Agreement whenever the Board determines that the services of the Consultant are no longer needed. Consultant may terminate this Agreement at his/her option upon thirty (30) days prior written notice to the Board.

3. **PAYMENT.** The Board will compensate the Consultant on the following basis.

In consideration of these services, Muskingum Valley ESC will pay the consultant a service fee of *\$40.00 (Forty dollars) per hour for the 2023-2024 school year*, upon submission of an invoice to be approved by Bobbi Holcombe, the 21st Century program director. Invoices can be emailed to bobbi.holcombe@mvesc.org. The consultant will submit all invoices by July 31, 2024.

This payment shall be payable without deduction, including no deductions for federal income, social security, or state income taxes.

4. **DUTIES.** Consultant shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in paragraph 1 above for the duration of this Agreement, any certificate or license required to perform Contactor's duties under this agreement. Consultant will maintain, for the duration of this Agreement, any certificate or license required by law to perform the services required by this Agreement.

5. **FACILITIES.** While this agreement is in effect, the Board will make available to the Consultant adequate physical facilities as may be reasonably necessary to the Consultant to perform the terms of this agreement.

6. **INDEPENDENT CONSULTANT.** In consideration of this Agreement, Consultant acknowledges, recognizes, and defines himself/herself as being an Independent Consultant of the Board and not an employee of the Board. *Any claims to employee status are hereby waived.* The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Consultant (or Consultant's employees, if any). Consultant shall not be a participant in any fringe benefits of the Board, including pension or profit-sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer- employee relationship. Consultant agrees to report and pay

any contributions for taxes, unemployment insurance, Social Security and other benefits for himself/herself and his/her employees, if any. The Consultant shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Consultant shall exercise independent professional judgement in the rendering of services for the Board.

7. **RISK.** Consultant shall perform work under this Agreement at Consultant's own risk. Consultant shall indemnify and hold harmless the Board for any claim, demand, loss, liability, or damage which may be suffered by the Board as a consequence of Consultant's actions or omissions.
8. **DISCLOSURE OF INFORMATION.** Consultant shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Board of which Consultant becomes informed during Consultant's relationship with the Board, whether or not developed by the Consultant, including but not limited to, personally identifiable student information.
9. **ENTIRE AGREEMENT AND RELEASES.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Consultant that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
10. **AMENDMENT.** This Agreement may be modified or amended if the amendment is in writing and signed by both parties.
11. **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 any provision of this Agreement is invalid or unenforceable, but 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.
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be constructed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.
13. **APPLICABLE LAW.** This Agreement shall be governed and constructed accordance with Ohio law.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below:

Consultant – Chief Christopher Walters Date

Muskingum Valley ESC Board of Education Date

Treasurer Date