

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR PROFESSIONAL SAFE ROUTES TO
SCHOOL COORDINATOR SERVICES, AND DECLARING
AN EMERGENCY.**

WHEREAS, the Village has been awarded Safe Routes to School grant funds; and

WHEREAS, the Village desires to engage the professional services of a coordinator to assist the Village with the implementation of the Safe Routes to School program; and

WHEREAS, such coordination services will be paid for with the Safe Routes to School grant proceeds; and

WHEREAS, Brandi Hamerstone ("Coordinator") has been recommended for the Coordinator position; and

WHEREAS, this Council desires to authorize the Mayor to enter into an agreement for Safe Routes to School coordinator services, upon the selection by the Steering Committee.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement for professional Safe Routes to School coordinator services. A draft of the agreement is appended hereto and incorporated herein by reference provided that such agreement shall be amended to include information regarding the Coordinator and may be further amended as deemed necessary by the Director of Law to protect the interests of the Village. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purpose of the agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may proceed

forward with the Safe Routes to School program and thereby enhance the safety of children walking to and from school; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: April 9, 2012



Council President

Submitted to the Mayor for
his approval on this
10 day of April, 2012

Approved by the Mayor
April 10, 2012



Mayor

I hereby certify that Ordinance No. 2012- 15 was duly enacted on the 9 day of April, 2012, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

**PROFESSIONAL SERVICES AGREEMENT FOR
SAFE ROUTES TO SCHOOL COORDINATOR**

This Agreement, entered into as of this 21 day of March, 2012, by and between the Village of Chagrin Falls, Ohio ("Village"), an Ohio Municipal Corporation, with offices at 21 West Washington Street, Chagrin Falls, Ohio 44022 and Brandi Hamerstone ("Coordinator"), with offices at 94 Elm Court Chagrin falls, OH 44022 for professional Safe Routes to School coordinating services.

WHEREAS, the Village was awarded Safe Routes to School grant funds; and

WHEREAS, the Village wishes to engage the services of Coordinator for professional coordination services necessary to assist the Village with the implementation of the Safe Routes to School program; and

WHEREAS, such services are described in Article II of this Agreement; and

WHEREAS, Coordinator is qualified to provide such services; and

WHEREAS, Coordinator has agreed to perform such services in compliance with Safe Routes to School grant requirements.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – SAFE ROUTES TO SCHOOL BACKGROUND INFORMATION

The Safe Routes to School Chagrin Falls Program (the "Program") is a cooperative endeavor between the Village, the Chagrin Falls Exempted Village School District (the "District"), the Chagrin Falls Police Department and the greater Chagrin Falls community. The purpose of the Safe Routes Chagrin Program is to maintain and improve safe walking conditions around the Chagrin Falls schools. The Program seeks to make walking and biking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age. The Safe Routes team is confident that a few changes each year, as part of an overall strategy to encourage healthy and active lifestyles while raising awareness about safety, can make a big difference in the Chagrin Falls community.

The Safe Routes Chagrin Steering Committee (the "Steering Committee") is comprised of the Committee President (the "President"), the Vice President, the Treasurer, Co-founders of the President, Village's Chief Administrator Officer, the District's Superintendent, the District's Business Manger, a Police Department representative and the principals of the District's schools. The Steering Committee meets at least monthly and provides direction for the events and programs undertaken by Safe Routes Chagrin. The Steering Committee seeks to address factors that impede active transportation by students, both already identified and yet to be identified as the program evolves, and to encourage and support walking and bicycling in Chagrin Falls.

The Coordinator will be a member of the Steering Committee, reporting to the President and to the Village Chief Administrative Officer or his designee. The Coordinator will be responsible for the implementation, supervision and further development of a cohesive Program in Chagrin Falls, with guidance and support from the Steering Committee. This means completing the projects started in 2009-2010 with funding from Safe Routes to Schools/Ohio Department of Transportation ("ODOT") and continuing to expand and improve the program with new projects and activities as determined by the Steering Committee.

ARTICLE II – SCOPE OF SERVICES

Coordinator agrees to provide the following professional coordination services to the Village and to conduct such services in accordance with the Safe Routes to School framework set forth in Article I:

Specifically, the Coordinator will:

- Coordinate events and programs adopted by the Steering Committee
 - Develop, supervise and implement action plans for each project;
 - develop due dates and timelines
 - recruit and manage volunteers
 - promote and publicize
 - manage expenses
 - oversee the work of consultants, when necessary
 - with input from the Steering Committee, determine which partnerships with businesses/vendors/other support organizations are desired for the event and develop and oversee these relationships
 - work closely to provide frequent and complete updates to the Steering Committee about work on each project, copying all correspondence to the Safe Routes email address
 - Develop project binders for each program for future reference
- Provide monthly reports and updates to the Steering Committee, fostering coordination and communication among all entities
- Plan and run volunteer meetings as needed
- Develop relationships with school staff and administration and run programs with students
- Manage Expenses & Reporting:
 - Obtain prior approval on planned expenditures with the Treasurer
 - Stay on budget on each program
 - Within 10 days of the end of each event (or as needed), submit all receipts and invoices to the treasurer, including invoices from consultants

Complete any other tasks and projects determined by the Steering Committee to be necessary and desirable.

All services shall be provided in accordance with all applicable laws and all Safe Routes to School grant requirements.

ARTICLE III – AGREEMENT TERM AND TERMINATION

This Agreement is effective as of the date first shown above and will continue in effect until completion of the services or the expiration of the grant period. This Agreement may be terminated by either party upon fifteen (15) calendar days written notice to the other party. In the event of such termination, the Village shall pay Coordinator for any work performed through the effective date of termination provided that such work is performed in accordance with this Agreement.

ARTICLE IV – COMPENSATION

Coordinator shall be compensated for services, described in Article II, based upon the hourly costs set forth in Coordinator's proposal. Compensation for services, including any fees and expenses, shall not exceed Five Thousand Dollars (\$5,000.00).

Coordinator shall submit a monthly invoice to the Village. The invoice shall include a description of the services provided, the name of the person providing such services, and the hours worked. The Village shall pay Coordinator within thirty (30) days of receipt of the invoice provided that such invoice and services provided are consistent with this Agreement.

Coordinator acknowledges that the Safe Routes to School grant funds are a reimbursement grant and, therefore, agrees that Coordinator will not be compensated for services provided that are inconsistent with grant requirements or ineligible for reimbursement under the grant.

The Village will issue Coordinator a form 1099 or equivalent form used to report compensation to independent contractors. Coordinator is subject to and responsible for all applicable federal, state, and local taxes.

ARTICLE V – INDEPENDENT CONTRACTOR STATUS

Village and Coordinator acknowledge and agree that Coordinator is an independent contractor and is not an agent or employee of Village. Nothing in this Agreement shall be construed to constitute a relationship between Village and Coordinator as a partnership, association, or joint venture.

ARTICLE VI – COORDINATOR'S PERSONNEL

Coordinator shall bear sole responsibility for payment of compensation to its personnel, whether they are employees or independent contractors. Coordinator shall pay and report all federal, state, and municipal income tax withholding and social security taxes applicable to such personnel. In addition, Coordinator shall procure and maintain unemployment insurance and workers compensation insurance coverage sufficient to meet the statutory requirements of the State of Ohio.

ARTICLE VII – INDEMNIFICATION

COORDINATOR AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE VILLAGE AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS), EXPENSES, DAMAGES, LIABILITIES, LOSSES OR JUDGMENTS TO THE EXTENT DIRECTLY ARISING OUT OF, OR IN CONNECTION WITH, ANY CLAIM, DEMAND OR ACTION MADE BY ANY THIRD PARTY, IF SUCH ARE SUSTAINED AS A DIRECT CONSEQUENCE OF THE SERVICES, AND DO NOT RESULT FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE VILLAGE OR ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, OR VOLUNTEERS.

ARTICLE VIII – MISCELLANEOUS

- A. Entire Agreement: This Agreement represents the entire and integrated agreement between the Village and Coordinator and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. Modification of Agreement: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.
- C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- D. Assignment of Agreement: Coordinator shall not assign, delegate, or subcontract any portion of the services or any of Coordinator's rights or duties without the prior written express approval of the Village.
- E. Paragraph Headings: The section and subsection headings contained herein are solely for convenience and are of no legal significance.
- F. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio. Any controversy or claim, whether based upon Agreement, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.
- G. Notices: All notices required hereunder must be in writing and shall be delivered to the addresses set forth below:

Coordinator:

Contact Name: Brandi Hamerstone
Street: 94 Elm Court
City: Chagrin Falls State: OH Zip: 44022
Phone (day): (440) 247-2820 (Cell) : (330) 696-3086

Fax: (____) _____ E-mail: coordinator@saferouteschagrin.com
Other: _____

The Village:

Contact Name: Thomas Brick, Mayor
Street: 21 W. Washington Street
City: Chagrin Falls State: OH Zip: 44022
Phone (day): (440) 247-5050 (evening): (____) _____
Fax: (____) _____ E-mail: Mayor@chagrin-falls.org
Other: _____

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

- H. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- I. Public Records: Coordinator agrees and acknowledges that any written work product created by Coordinator during the term of this Agreement may be a public record and agrees to maintain such records in a manner that is consistent with the Village's public records policy and records retention policy. All responses to public records requests shall be processed by the Village.
- J. Status Reports: If requested by the Village, Coordinator agrees to provide monthly written status reports to the Village.
- K. Media Statements: Coordinator agrees not to speak to any representative of a television station, radio station, newspaper, magazine or any other media outlet concerning the services provided in this Agreement without first obtaining the approval of the Village.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the 21
day of March, 2012.

VILLAGE OF CHAGRIN FALLS, OHIO
("VILLAGE")

("COORDINATOR")

BY: Tom Brick
Tom Brick, Mayor
Village of Chagrin Falls, Ohio

BY: Brandi Hamerstone

BRANDI HAMERSTONE
(Printed Name and Title)

Approved as to form:

Stephen L. Byron
Stephen L. Byron, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

4/9/12
Date

David Bloom
David Bloom, Finance Director
Village of Chagrin Falls, Ohio