ORDINANCE NO. 2026-96

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE VILLAGE OF OAKWOOD POLICE DEPARTMENT TO ENTER INTO A TRAINING AND CONSULTATION SERVICES AGREEMENT WITH NACHELLE CHUPPA

WHEREAS, the Village of Oakwood's Police Department ("Department") has identified a need for additional training and development to enhance employee knowledge and skills in carrying out Department responsibilities; and

WHEREAS, Nachelle Chuppa, a former employee of the Village, has the knowledge and skills necessary to support the continued development and training of Department personnel on Department operations; and

WHEREAS, the Department desires to engage Nachelle Chuppa's training and consulting services to support development, employee training, records and policy improvement, and operational needs; and

WHEREAS, Council finds that these services will assist the Department in achieving its goals and fulfilling its responsibilities to the public.

NOW, THEREFORE BE IT ORDAINED by the Council of the Village of Oakwood, County of Cuyahoga, State of Ohio that:

Section 1. The Department is hereby authorized to enter into the Training and Consultation Agreement with Nachelle Chuppa for an amount not to exceed four thousand eight hundred dollars ($4,800). Nachelle Chuppa is to provide training and consultation services to the Department, including Department training and instruction, administrative and operational training, policy and procedure development, records and documentation assistance, and other related training and consultation services as needed by the Department.

Section 2. Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof. The Director of Finance is hereby authorized and directed to issue vouchers in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be derived from the Miscellaneous Contract Budget.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, 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 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of the Department and the immediate necessity to train staff, therefore, provided it receives two-thirds (2/3) vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: Oct 13, 2026

Eloise Hardin, President of Council

Carol Jackson, Clerk of Council

Presented to the Mayor 10-14-2026

Approved: 10/14/2026

Mayor, Erica Nikolic

I, Carol Jackson, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 - 96 was duly and regularly passed by this Council at the meeting held on the 13th day of October, 2026.

Carol Jackson, Clerk of Council

POSTING CERTIFICATE

I, Carol Jackson, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2026 - 96 was duly posted on the 14th day of October, 2026, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

TRAINING AND CONSULTATION SERVICES AGREEMENT

This Training and Consultation Services Agreement ("Agreement") is entered into effective as of October 13, 2026, by and between **Nachelle Chuppa** ("Consultant") and the **Oakwood Village Police Department**, Oakwood, Ohio ("Department") (collectively referred to as the "Parties").

The Department desires to engage Consultant to provide training and consultation services to the Department, and Consultant agrees to provide such training and consultation, in accordance with the terms and conditions of this Agreement.

1. SERVICES - The Consultant agrees to provide training and consultation services ("Services") to the Department on an as-needed basis. Services may include, but are not limited to:

- Departmental training and instruction;
- Administrative and operational consultation and training;
- Policy and procedure review and development;
- Records, documentation, and compliance assistance;
- Project coordination and implementation assistance; and
- Other related training or consultation services as needed by the Department.

2. COMMENCEMENT; TERM - This Agreement shall commence on October 13, 2026, and shall remain in effect through January 31, 2027, unless terminated earlier in accordance with this Agreement. The Parties may agree in writing to renew or extend the term of this Agreement.

3. COMPENSATION - The Department agrees to compensate the Consultant at a rate of $40.00 per hour for services provided under this Agreement. The Consultant shall provide services for up to a maximum of one-hundred twenty (120) hours during the term of this Agreement, unless the parties agree in writing to additional hours. The maximum compensation authorized under this Agreement shall not exceed $4,800.00, unless additional compensation are approved in writing by the Department.

4. TIME AND BILLING - The Consultant shall maintain an accurate record of hours worked and shall submit an invoice to the Department identifying the dates, services performed, and number of hours worked. Consultant shall provide the Department with a monthly invoice within seven (7) business days following the last day of each month. The Department shall remit to Consultant payment of the invoice in full within fourteen (14) business days of receipt of the invoice. Because Consultant will be functioning as an independent contractor, payments shall be made without deductions for federal, state, or local income taxes, Social Security, state retirement system contributions, or other payroll deductions applicable to employees. No withholdings of any kind shall be made with respect to the payments made to Consultant and Consultant shall be responsible for paying all Federal, State, local taxes and any other amounts payable with respect to the amounts he receives under this Agreement. No payment shall be made for services exceeding the authorized maximum of one-hundred twenty (120) hours without prior written approval from the Department. Nothing in this Agreement guarantees the Consultant any minimum number of hours or amount of compensation. The Department may request services as needed, provided that total services do not exceed the authorized one-hundred twenty (120) hours without written approval for additional hours.

5. INDEPENDENT CONTRACTOR - In consideration of this Agreement, Consultant acknowledges, recognizes, and is defined as being an independent contractor. Consultant shall perform services as an

independent contractor and shall not be considered an employee, agent, or representative of the Department. The Department shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant. Consultant shall not be a participant in any benefits of the Department, including pension or life insurance, paid time off, or paid holidays. The Department shall not pay any contribution to Social Security, Retirement System, 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 Consultant and Consultant's own employees. 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 Department. Consultant shall exercise independent professional judgment in the rendering of services for the Department. Consultant shall be responsible for any applicable federal, state, and local taxes arising from compensation received under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Department and Consultant.

6. CONFIDENTIALITY – Consultant acknowledges that, in the performance of the Services, Consultant may have access to certain files, records, and information of the Department or other employees of the Department or Village of Oakwood, as well as access to areas of the Department which are typically restricted to members of the public. Consultant hereby represents and warrants to maintain the confidentiality of any non-public, confidential, or otherwise protected information obtained in connection with the Services provided under this Agreement. The Consultant shall comply with all applicable federal and Ohio laws governing confidential information, public records, law enforcement information, and records maintained by the Department. The confidentiality obligations contained in this section shall survive the termination or expiration of this Agreement. Consultant further represents and warrants that Consultant shall not access any areas, facilities, cabinets, or drawers which are not required to be accessed as part of the Services provided hereunder. Consultant will immediately notify the Chief of Police if Consultant suspects or becomes aware of any breach of this provision.

7. DEPARTMENT PROPERTY AND INFORMATION - Any Department records, documents, materials, equipment, or other property provided to the Consultant shall remain the property of the Department and shall be used solely for purposes related to the services provided under this Agreement. Upon completion or termination of the Agreement, the Consultant shall return Department property and information as requested by the Department, subject to applicable records-retention requirements.

8. WORK PRODUCT - Any reports, training materials, procedures, or other work product specifically developed for the Department under this Agreement shall be provided to the Department upon completion and shall be available for the Department's official use, subject to any applicable copyright restrictions.

9. COMPLIANCE WITH LAW AND DEPARTMENT POLICIES - The Consultant agrees to perform all services in accordance with applicable federal, state, and local laws, rules, regulations, and Department policies applicable to the services being performed.

10. TERMINATION - Either party may terminate this Agreement upon written notice to the other party. Upon termination, the Department shall compensate the Consultant for all authorized services satisfactorily performed through the effective date of termination. The Consultant shall not be entitled to compensation for services not performed.

11. INDEMNIFICATION - Consultant shall perform work under this Agreement at Consultant's own risk. Consultant shall indemnify and hold harmless the Department from any claim, demand, loss, liability or damage which may be suffered by the Department as a consequence of Consultant's negligent, reckless or intentional conduct or nonfeasance.

12. DIVISIBILITY - The Agreement's provisions are divisible such that, if any provision of this Agreement is deemed invalid or unenforceable, or is limited in application or enforcement, the other provisions of this Agreement shall not be affected.

13. ASSIGNMENT - The Consultant shall not assign or subcontract responsibilities under this Agreement without the prior written approval of the Department.

14. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement and understanding between the Parties. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded by. This Agreement may not be modified, in any respect, except in writing and approved by both parties.

15. GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any dispute arising thereunder shall be brought in a state court of competent jurisdiction located in Cuyahoga County, Ohio; provided, however, that as a pre-condition of the filing of any dispute, the Parties shall first submit any dispute to non-binding mediation, to be heard by a mediator to be mutually agreed upon by the Parties and the costs of which is to be shared by the parties.

IN WITNESS WHEREOF, this Agreement is executed as of the date specified above.

CONSULTANT

Signature: _____ Date: _____
Nachelle Chuppa

OAKWOOD VILLAGE POLICE DEPARTMENT

Signature: _____ Date: _____
Captain John Freeman on behalf of Chief Mark Garratt

APPROVED AS TO FORM:

Signature: _____ Date: _____
Brendan Heil, Law Director