

RESOLUTION NO: 26-08
ADOPTED ON: 6-25-26

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH SPENCER KEARTON AND DECLARING AN EMERGENCY

WHEREAS, the Village of Thornville requires professional information technology services ("IT Services") to support its current operations and help protect its digital infrastructure; and

WHEREAS, the Mayor recommends Spencer Kearton be retained as an independent contractor for the Village because he possesses the necessary expertise, experience, and resources to provide such IT Services; and

WHEREAS, Council for the Village of Thornville now wants to retain Spencer Kearton as an independent contractor to provide general IT Services for the Village upon proper execution of a service agreement.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

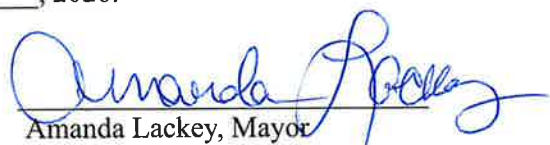
SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator and Fiscal Officer to execute the Information Technology Services Agreement between the Village and Spencer Kearton, in substantially the same form and content as the agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: It is hereby 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 any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereto.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village requires IT Services immediately. Wherefore, provided this Resolution receives the required affirmative votes of Council, it shall take effect and be in full force immediately upon passage by Council.

Passed in Council this 25th day of June, 2026.

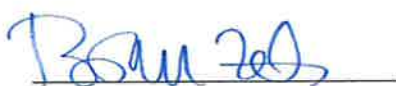

Amanda Lackey, Mayor

ATTEST:


Tonya Thurston, Clerk of Council

APPROVED:

Approved as to form this 19th day of June 2026


Brian M. Zets, Esq.
Village Solicitor

INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement ("this Agreement") is made by and between the Village of Thornville, Ohio, ("the Village"), with its principal place of business at 1 South Main Street, Thornville, Ohio, 43076 and Spencer Kearton, ("Kearton") with his principal place of business at , on the date last executed below ("Effective Date"). The Village and Kearton are referred to collectively herein as "the Parties."

RECITALS

WHEREAS, the Village requires professional information technology services ("IT Services") to support its current operations and help protect its digital infrastructure; and

WHEREAS, Kearton possesses the necessary expertise, experience, and resources to provide such IT Services; and

WHEREAS, the Village now wants to retain Kearton as an independent contractor to provide such IT Services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties agree exist as set forth herein, the Parties agree as follows:

1. **Services.** Kearton hereby agrees to provide general IT Services that may be requested by the Village while maintaining compliance with Village's current Cybersecurity Policy. These IT Services shall include, but are not limited to, network and server maintenance, security software and update installation, troubleshooting and technical support, and data backup and recovery assistance. Kearton may perform requested IT Services either in-person or remotely as necessary.
2. **Compensation.** The Village shall pay Kearton \$75.00 per hour for in-person IT Services and \$45.00 per hour for remote IT Services. For each IT Service performed at the request of the Village, Kearton shall be entitled to compensation for a minimum of 2 hours of IT Services, irrespective of the actual time required to complete the service.
3. **Invoicing.** Kearton shall submit an invoice that includes dates and hours worked and a detailed summary of IT Services performed no later than the 10th day of each month. The Village shall pay invoices within 30 days of receipt. In the event the Village disputes the amount stated to be due under any invoice, the Village shall communicate such dispute to Kearton in writing within 30 days following receipt of such invoice. The Parties will negotiate a resolution of the disputed amount. If a resolution cannot be reached, the Village has no obligation to pay the disputed amount.

4. **Term.** The term of this Agreement shall be month-to-month, shall commence on the Effective Date, and continue month-to-month unless terminated in accordance with Section 6.
5. **Independent Contractor.** Kearton shall perform IT Services for the Village as an independent contractor. This Agreement and any other dealings, transactions, activities arising therefrom are not to be considered as creating a joint venture, partner, employee or representative relationship between the Village and Kearton. Kearton shall not be eligible for any fringe benefits or health insurance coverage offered by the Village. As an independent contractor, Kearton acknowledges herein the obligation to pay all applicable taxes on all payments received under this Agreement to the appropriate local, state, and federal taxing authorities.
6. **Authority.** Kearton has no authority to bind the Village by any promise, representation, or statement unless the Village gives its specific written authorization to do so with respect to a particular act or transaction.
7. **Termination.** Either Party may terminate this Agreement for any reason, or no reason at all, upon thirty (30) days written notice to the other. Immediately upon receipt or issuance of any notice of termination, Kearton shall turn over to the Village all passwords, access credentials, administrative credentials, authentication information, and any other information necessary for the Village to access, administer, secure, or control its systems, accounts, software, hardware, data, networks, and digital infrastructure.
8. **Work Product.** Kearton hereby acknowledges that the deliverables and any other documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by the Village and are "work made for hire" for the Village, and the Village shall own all right, title, and interest therein. The Village shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product. The Village shall have the right to obtain a copyright registration on the same which the Village may do in its name, its trade name, or the name of its nominee(s). Accordingly, among other things, the Village is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Kearton does own such Work Product as a work made for hire, he hereby assigns, transfers, releases and conveys to the Village all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

9. **Assignment.** Neither Party may assign or subcontract its rights or obligations under this Agreement.

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10. **Entire Agreement.** This Agreement is the sole and entire Agreement between the Parties relating to the subject matter hereof. This Agreement supersedes and replaces all prior understandings, agreements and documentation relating to such subject matter.

11. **Amendments.** Modifications and amendments to this Agreement shall be enforceable only if they are in writing and are signed by the Parties.

12. **Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

13. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14. **Severability.** The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, such invalidity will not affect the operation of any other part of this Agreement.

15. **Applicable Law.** This Agreement shall be governed by, and is constructed in accordance with, the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Parties, arising out of, or relating to, this Agreement will be venued exclusively in a court of competent jurisdiction within Perry County, Ohio.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The terms of this Agreement are hereby agreed to by the Parties, as shown by the signatures of each. The delivery of a signed copy of this Agreement by e-mail transmission in Portable Digital Format (pdf), certified mail, or personal delivery shall constitute effective execution and delivery of this Agreement as to the Parties and creates a valid and binding obligation between the Parties with the same force and effect as if such copy of a signature page were an original Agreement. Signatures of the Parties to this Agreement transmitted by PDF will be deemed to be their original signatures for all purposes.

(Signatures appear on following page)

VILLAGE OF THORNVILLE, OHIO

SPENCER KEARTON

By: 



Its: Village Administrator

Date: 7/14/2026

Date: 7.23.2026

By: 

Its: Fiscal Officer

Date: 7-15-26

Approved as to form:



Brian M. Zets, Esq.
Village Solicitor

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer of the Village of Thornville, Ohio, I do hereby certify the funds in the amount necessary to support this contract have been lawfully appropriated, authorized, or directed and are in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certificate now outstanding.

7-15-26



Date

Kelly Beem

