

*Village of Crooksville, Ohio*

**RESOLUTION NO. 44-2024**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH GREAT LAKES COMMUNITY PARTNERSHIP (GLCAP)  
TO ADMINISTER NON CDGB GRANTS OBTAINED  
FOR THE PUMP STATION IMPROVEMENTS PROJECT,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Crooksville is Village is the recipient of several non CDBG grants and/or loans through various agencies to construct a PUMP STATION IMPROVEMENT PROJECT; and

**WHEREAS**, the Village Council deems it necessary to hire a grant administrator to comply with the rules and regulations required for compliance with the local, state, and federal laws; and

**WHEREAS**, the Village completed a request for proposal of which the Village Council recommends entering into a contract with GLCAP to provide Non CDBG grant administration for the completion of the Village's PUMP STATION IMPROVEMENT PROJECT that was approved for funding; and

**WHEREAS**, the Village Council deems it necessary to pass this Resolution as an emergency measure, effective upon passage, in order to allow for timely entry into the attached Independent Contractor Agreement with GLCAP, which will enable timely acceptance and processing of the grant funds necessary for commencement through completion of the project, in the best interests and general welfare of the Village of Crooksville.

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

**SECTION 1.** Chris Mohler, MAYOR, is hereby authorized to execute a Grant Administration Services Agreement with GLCAP to provide Non CDBG grant administration services for the PUMP STATION IMPROVEMENT PROJECT in the amount of \$20,000, substantially in the form attached hereto and incorporated herein.


**SECTION 2.** This Resolution is hereby declared an emergency measure and shall become effective upon passage, in order to allow for timely entry into the attached Independent Contractor Agreement with GLCAP, which will enable timely acceptance and processing of the grant funds necessary for commencement through completion of the project, in the best interests and general welfare of the Village of Crooksville.

**1<sup>st</sup> Reading:** Waived on 3/4 Vote.

**2<sup>nd</sup> Reading:** Waived on 3/4 Vote.

**3<sup>rd</sup> Reading:** Passed on 2/3 Vote

**Passed:** May 6, 2024



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Chris Mohler, Mayor

Date

ATTESTED:

*Courtney Edwards* *5/6/24*  

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Courtney Edwards, Fiscal Officer

Date

**Posting Certification**

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 7<sup>th</sup> day of May, 2024.

*Courtney Edwards*  

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Courtney Edwards, Fiscal Officer



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_, between Village of Crooksville ("Client"), with a principal place of business at 98 South Buckeye Street, Crooksville, Ohio 43731 and Great Lakes Community Action Partnership ("Contractor"), of 127 South Front Street, Fremont, Ohio 43420.

### ARTICLE I - TERM OF CONTRACT

This Agreement will become effective May 1, 2024 and will continue in effect through July 1, 2025 unless terminated sooner as provided in Article VI of this Agreement.

### ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. **Specific Services.** Contractor agrees to perform the services specified in the "Scope of Services" **attached as Exhibit "A" to this Agreement** and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
3. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

### ARTICLE III - COMPENSATION

4. **Compensation.** Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

### ARTICLE IV - OBLIGATIONS OF CONTRACTOR

5. **Minimum Amount of Service.** Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
6. **Tools and Instrumentalities.** Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
7. **Waiver of Claims.** The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
8. **Assignment by Contractor.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

### ARTICLE V - OBLIGATIONS OF CLIENT

9. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
10. **Assignment by Client.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

## ARTICLE VI - TERMINATION OF AGREEMENT

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:

- A. Death, Total Incapacity or Dissolution of Contractor;
- B. Assignment of this Agreement by either party without the consent of the other party;
- C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
- D. Contractor damages or misappropriates the Client's property or funds.

13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.

14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.

15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

## ARTICLE VII - GENERAL PROVISIONS

16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

**Contractor:**

Great Lakes Community Action Partnership  
PO Box 590  
127 South Front Street  
Fremont, Ohio 43420

**Client:**

Village of Crooksville  
98 South Buckeye Street  
Crooksville, Ohio 43731  
fiscalofficer@crooksville.com

Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

18. Equal Employment Opportunity. Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.

19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.

20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.

21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.

22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction.

23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.

24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Great Lakes Community Action Partnership

*Kristin Woodall*

By: \_\_\_\_\_

Kristin Woodall

Director, Community Development

Date: 2024-04-04

Village of Crooksville

By:  \_\_\_\_\_

Chris Mohler

Mayor

Date: 5/6/24

mayor.mohler@crooksville.com

Exhibit A- Scope of Services  
**FINANCIAL ADMINISTRATION SERVICES CONTRACT**

**Services to be performed:** The Contractor (GLCAP RCAP) shall, in a satisfactory manner as determined by applicable State, Federal or other funding agency procedures, perform all the following activities with respect to the Client's water or wastewater construction project:

**Deliverable #1:** Contractor will establish financial records and perform management of revenue and expenditures related to a system's construction project, which will include the following tasks:

- Provide guidance in maintaining a financial recordkeeping system to track grant and/or loan revenue and expenses, including assistance in establishing necessary fund accounts.
- Prepare project filing system to maintain required documents.
- Establish usernames and passwords for all applicable agency funding and reporting portals.
- Obtain knowledge of procedures for draw of funds and/or submissions for reimbursement.
- Obtain knowledge of all required reporting procedures and timelines.
- Ensure all necessary legislation for use of awarded or loaned funds is completed and adopted by the legislative authority.
- Attend a monthly meeting (virtual meetings are acceptable) with the system to provide updates and exchange information relative to the project's financial status.
- Attend necessary meetings with funders/agencies/sponsors relative to financial management of the project.

**\*\*Contractor will invoice Client upon establishment of financial record-keeping system and the project is prepared to advertise for bids, the total amount of two thousand dollars (\$2,000.00).**

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**Deliverable #2:** Contractor will gather and file all documents related to project bidding and advertisement, and ensure compliance with state and federal bidding requirements, to include the following tasks:

- Review bid documents to ensure all contract documents and applicable Prevailing Wage Rates for bid package are included.
- Attend bid opening and/or ensure proper documentation obtained for monitoring files (minutes, attendance sheet, copies of advertisements, bid tabulations)
- Review of Contractor debarred lists and document findings of potential contractors.
- Attend pre-construction meeting (prepare minutes and sign-in sheet), present requirements of any participating funding agency.
- Provide any appropriate regulatory notices/posters regarding Wage Compliance to the Client. If no construction trailer is available, the notices must be posted at the Village Hall.

**\*\*Contractor will invoice Client upon completion of the preconstruction meeting the total amount of one thousand dollars (\$1,000.00).**

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**Deliverable #3:** Contractor will continue to provide financial management of project revenue and expenditures, monitor the execution of construction contract requirements, and ensure proper use of grant and/or loan funds, to include the following:

- Verify federal prevailing wage regulations and the Davis Bacon Act are followed, if applicable.
- Maintain financial disbursement and receipt of revenue spreadsheets.
- Prepare financial documentation (drawdown forms) required by participating funding agencies.
- Complete and submit required Status Reports and prepare amendments/extensions, etc. when applicable, as well as attend any necessary meetings with project funders.
- Prepare a monthly financial spreadsheet or similar document to report to the system regarding the project's revenues, expenditures, and balances.
- Facilitate or attend project meetings *as needed* for progress updates.

**\*\*** Contractor will invoice Client \$4,000.00 at 25%, 50%, 75% and 100% of construction completion. Total cost for Deliverable #3 will be sixteen thousand dollars (**\$16,000.00**) with the final invoice to occur upon processing of final construction contract invoice. **Note:** If construction period extends beyond engineer's projection, the contract will be reviewed for revision and/or extension.

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**Deliverable #4:** Contractor will assist throughout the financial monitoring of project.

- The Contractor will attend the monitoring meeting or provide electronic monitoring files, if requested by project funder(s), and will assist with any follow up that may occur after the meeting, or electronic review. This will cover any remaining expenses included by the Contractor for monitoring and closeout of the grant including preparation of any Final Financial Reports.

**\*\*** Contractor will invoice the Client one thousand dollars (**\$1,000.00**) for monitoring preparation. **Note:** In the event the project is delayed beyond the construction period by engineer close-out, contract may be revised/extended. Should additional tasks arise from the delay, GLCAP-RCAP retains the right to collect Deliverable #4 at the end of the contract period.

**Total of all Deliverables: \$20,000.00**

<b>Deliverable #1</b>	<b>\$ 2,000</b>	<b>Establishment of Record-keeping System</b>
<b>Deliverable #2</b>	<b>\$ 1,000</b>	<b>Post Pre-construction Meeting</b>
<b>Deliverable #3 a</b>	<b>\$ 4,000</b>	<b>At 25% of Construction Completion</b>
<b>Deliverable #3 b</b>	<b>\$ 4,000</b>	<b>At 50% of Construction Completion</b>
<b>Deliverable #3 c</b>	<b>\$ 4,000</b>	<b>At 75% of Construction Completion</b>
<b>Deliverable #3 d</b>	<b>\$ 4,000</b>	<b>At 100% of Construction Completion</b>
<b>Deliverable #4</b>	<b>\$ 1,000</b>	<b>At Project Close-Out</b>
<b>TOTAL</b>	<b>\$20,000</b>	



# Signature Certificate

Reference number: 5NID2-VSCCG-IZUBS-G6A2J

Signer	Timestamp	Signature
<b>Kristin Woodall</b> Email: kwoodall@glcap.org		
Sent:	03 Apr 2024 18:55:20 UTC	
Viewed:	04 Apr 2024 17:16:59 UTC	
Signed:	04 Apr 2024 17:18:58 UTC	
<b>Recipient Verification:</b> ✓ Email verified	04 Apr 2024 17:16:59 UTC	IP address: 74.219.149.229 Location: Fremont, United States

Document completed by all parties on:  
04 Apr 2024 17:18:58 UTC

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