

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 1 day of June, 2020,  
between the Village of Bolivar, ("Client"), with a principal place of  
business at 109 Canal Street, NE, Bolivar, Ohio 44612, and Great Lakes Community Action  
Partnership ("Contractor"), of Fremont, Ohio.

### ARTICLE I - TERM OF CONTRACT

This Agreement will become effective June 1, 2020, and will continue in  
effect through \_\_\_\_\_, 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 notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally will be deemed communicated at the time of delivery.



Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

**Client:**  
Village of Bolivar  
109 Canal Street, NE  
Bolivar, Ohio 44612

**Contractor:**  
Great Lakes Community Action Partnership  
PO Box 590  
127 S. Front St  
Fremont, OH 43420

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.

**CONTRACTOR:**

Great Lakes Community Action Partnership

By: Kristin Woodall  
Kristin Woodall  
Community Development Director

**CLIENT:**

Village of Bolivar

By: Maria App  
Maria App  
Fiscal Officer/Village Administrator

## Exhibit A – Scope of Service

### **Water Distribution System – Valve Exercising**

#### Description of Work

Contractor will work with Client's utility and administrative staff to exercise all main line valves in the water distribution system. Using mechanical valve exercising tools, each valve will be turned and information on condition collected. This will include notation of valves that are determined to be inoperable, or otherwise not able to be exercised. The contractor will ask for authorization if higher torque is required to turn frozen valves (normal operating requires less than 200 ft/lb). Contractor is not responsible for valves found to be broken, or that fail during the exercising procedure. Efficiency of field work will be improved if valves are prepped before field work; including freeing lids and removing debris in the valve body. Upon completion a report will be delivered to the Client detailing the results of the project.

	<u>Deliverables</u>	<u>Cost</u>
1	Valve exercising of all main line valves in the distribution system, including up to four days of field work. The exercising will be done using mechanical valve turning machines. A report will be generated after completion of the project, detailing the valves turned and any problems experienced.	\$1,950
	<b>Total Cost</b>	<b>\$1,950</b>

**Client will be billed upon completion of the entire project.**

#### Schedule

This project is expected to require 1-2 months for completion, not to exceed 6 months.

#### Scope Limitations and Disclaimer

Contractor will assist the Client in exercising water system main valves using the machines designed for this purpose. Client will assist in locating and prepping valves for exercising. The above scope of services does not include any cleaning or repair work that may need to be done before exercising can be complete; this will be responsibility of the Client. Contractor uses the best available data from the utility for locating and collecting data during field work. Contractor cannot guarantee discovery of valves that are not shown in existing mapping. Where it is necessary, Client will provide basic traffic control. Contractor will not enter any manhole, or other confined space, during the project field work.

*This project utilizes matching funds from an OWDA grant held by RCAP. The Client does not need to apply for this match. The above costs are the responsibility of the Client.*

*Estimate updated – 5/28/2020*



## EXHIBIT B

### RELEASE AND WAIVER OF LIABILITY

In consideration for the services to be provided by Great Lakes Community Action Partnership (GLCAP) and the Ohio Rural Community Assistance Program (RCAP) and their authorized agents (herein the "Services") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, the parties agree as follows:

THE UNDERSIGNED, Village of Bolivar (the "Releasor"), HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE GLCAP, RCAP and their employees, operators, officials, directors or agents (hereinafter collectively referred to as the "Entity") from any and all liability, loss, damage, claims, liability imposed by law, or demands, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the Services or from any material used in the performance of the Services or from any condition of the completed work or site of the performance of the Services, or from any cause whatsoever during the process of the performance of the Services in, upon, or about the Releasor's premises or any facilities or equipment therein, whether caused by the negligence of the Entity or performance of boring and other supplied equipment, including, but not limited to:

1. any loss, liability, damage, or cost the Entity may incur due to the presence or work of the Entity's operator (herein the "Operator") in, upon, or about the Entity's premises or in any way performing the Services or using any facilities or equipment whether caused by negligence of the Entity or otherwise, and
2. bodily injury, death or property damage due, in whole or in part, to the negligence of the Operator or otherwise, in, upon, or about the premises of the Releasor or while using the premises or any facilities or equipment hereon.

Notwithstanding anything to the contrary in this agreement, Entity shall not be released or discharged to the extent that any liability, loss, damage, or claim is caused by the gross negligence or intentional conduct of the Entity or the Operator.

THE UNDERSIGNED further expressly agrees that this RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as permitted by the laws of the state in which the Services are performed, and that if any portion thereof is held to be invalid, it is agreed that all other provisions of this agreement shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ, AFFIRMS THAT THEY ARE OF LEGAL AGE AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY, and further agrees that no oral representations, statements, or inducement, apart from the forgoing written agreement, have been made.

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS. ON BEHALF OF THE RELEASOR, THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS THE APPROPRIATE AUTHORITY TO ENTER THIS AGREEMENT AND BIND THE RELEASOR.

Great Lakes Community Action Partnership

By: Kristin Woodall

Kristin Woodall, Community Development Director

Date: 5/28/20

Name of System: Village of Bolivar

By: [Signature]

Maria App. Fiscal Officer/Village Administrator

Date: 6-1-2020