

RESOLUTION NO. 2024-07
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT
AND AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF \$16,800.00
WITH COME CORRECT SERVICES, LLC FOR JANITORIAL SERVICES FOR THE
MAYFIELD VILLAGE POLICE STATION**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to continue to engage a professional company in order to provide cleaning services for the Mayfield Village Police Station; and

WHEREAS, requests for proposals were sent and several companies responded with proposals and Come Current Services, LLC's proposal was accepted by the Village in the amount of \$1,400.00 per month (\$16,800.00 annually); and

WHEREAS, the Mayfield Village administration reviewed the request and recommends that the Village enter into an Independent Contractor Agreement with Come Current Services, LLC for janitorial services at the Village's Police Station.

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

SECTION 1. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into an Independent Contractor Agreement with Come Correct, LLC for janitorial services for the Mayfield Village Police Station in the monthly amount of \$1,400.00 (\$16,800.00 annually), a copy of which is attached hereto and incorporated herein as Exhibit "A."

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council, and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety, and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services to ensure that the Village facilities are adequately maintained. It shall, therefore, take effect immediately upon the

passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2024

Second Reading: _____, 2024

Third Reading: _____, 2024

PASSED: _____, 2024

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA,
Director of Law

ATTEST: _____
MARY E. BETSA, MMC,
Clerk of Council

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made this ____ day of _____, 2024, by and between the Village of Mayfield, an Ohio municipal corporation, whose address is 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 (“Village”), and Come Correct Services, LLC, an Ohio limited liability corporation (“Contractor”) (hereinafter collectively Village and Contractor may sometimes be referred to as the “Parties”).

WHEREAS, the Village will require the services of an independent contractor to provide cleaning services to the Police Station; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions contained in this Agreement, the Village and the Contractor agree as follows:

SECTION 1. SERVICES TO BE PERFORMED BY CONTRACTOR.

The Contractor agrees to provide and perform services to the Village described in the attached Scope of Work (the “Services”).

The Contractor shall perform the Services required by this Agreement on a schedule to be mutually agreed upon by the Village and the Contractor based upon the Village’s needs and the Contractor’s availability to perform such Services.

SECTION 2. RELATIONSHIP OF VILLAGE AND CONTRACTOR.

It is not the purpose or intention of this Agreement to create, and this Agreement shall not be construed as creating, an employer-employee relationship or other relationship whereby any party shall be liable for the acts, either of omission or commission, and/or obligations of the other party hereto. The Contractor is and shall at all times act as an independent contractor in furnishing all Services under this Agreement as authorized by the Police Chief.

The Contractor is an Independent Contractor, having discretion over the means, methods and details of the Services to be performed consistent with the Scope of Work and shall provide all equipment, materials and labor necessary to perform the Services. The Contractor shall provide any necessary training of its employees. The Contractor shall be responsible for arranging for Workers’ Compensation coverage or equivalent for its employees, and shall deliver to the Village a copy of the certificate showing compliance with such laws, if so requested by the Village and shall comply with the laws applicable in the Village or the State of Ohio.

The Village and the Contractor agree that neither party has the authority to bind the other or enter into contracts on the other’s behalf.

For Services rendered, the Village shall issue to the Contractor a completed Internal Revenue Service Form 1099 as required by law. It is acknowledged, understood and agreed that under current law, the Village is not required to [and will not unless so required in the future by governmental authority having jurisdiction] withhold from any sums due to the Contractor under

this Agreement or pay any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or workers' compensation insurance which are based in whole or in part upon compensation paid to the Contractor. The Contractor is solely responsible for the determination of its obligations and responsibilities under Federal, state, and local statutes, laws, rules and regulations and compliance therewith. The Contractor shall defend, indemnify and hold harmless the Village from any and all claims, demands, assessments, and/or liabilities of any nature or character whatsoever for, pertaining to or arising out of such obligations and responsibilities and/or the Contractor's compliance therewith.

Except as otherwise provided, nothing in this Agreement shall be deemed to prevent either the Contractor from engaging in other activities for profit, including providing the same or similar Services to other individuals and/or entities. Except as expressly prohibited in this Agreement, the Parties recognize the Contractor's right to compete and/or to work for others, except that, while performing any Services for the Village pursuant to this Agreement, the Contractor shall devote all of its time to the performance of its obligations under this Agreement.

The Contractor understands that the Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Village. If the Contractor is subsequently classified by the IRS as a common law employee, the Contractor expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled. The Contractor further understands and agrees that upon termination of said Agreement, the Contractor is neither entitled to file nor receive unemployment benefits from a Federal or State Agency.

The Contractor shall be solely responsible for all of the Contractor's own insurance and shall at all times maintain such types and amounts of insurance, including, without limitation, automobile, professional liability, and workers' compensation insurance, as may be reasonably required by the Village but in amounts no less than what is set forth below. The Contractor shall furnish to the Village proof of any of the aforementioned required insurance upon request.

The Contractor shall furnish the Village with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of Two Million Dollars (\$2,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage and shall cause the Village to be named as an additional insured on the policy. The Contractor agrees to fully defend, indemnify, and hold the Village harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from, or in any manner connected with, the Services provided under this Agreement.

The Contractor acknowledges that as an independent contractor, he/she is not entitled to be indemnified or defended by the Village of Mayfield or other relief offered under the provisions of Chapter 2744 of the Ohio Revised Code.

SECTION 3. PAYMENT, REPORTING, MATERIALS AND EXPENSES.

The Village agrees to pay the Contractor as compensation for the Services rendered under this Agreement. It is understood and agreed that such compensation shall consist of a monthly rate of \$1,400 for all such professional Services rendered. The Contractor shall submit a detailed invoice to the Village, in a form approved by the Village of Mayfield, at the end of each month for the Services performed, and payment shall be made within thirty (30) days of such invoice. The Parties agree that the Contractor shall not qualify for OPERS contributions or withholding.

The Contractor agrees to pay for any and all travel, lodging, transportation and related miscellaneous expenses incurred by the Contractor in connection with the performance of the Services provided pursuant to the terms of this Agreement. The Contractor agrees to provide all materials and supplies needed in connection with the performance of said Services pursuant to the terms of this Agreement.

SECTION 4. TERM AND TERMINATION.

This Agreement is contingent upon all personnel of Contractor, that will be providing Services hereunder, obtaining FBI/BCI webcheck clearance. Once all such personnel have received the appropriate FBI/BCI clearance, the Agreement shall commence, and such date shall be considered the effective date ("Effective Date") of the Agreement. This Agreement shall remain in effect for one (1) year from the Effective Date and may be renewed by the Village upon written or verbal notice to the Contractor prior to the expiration of this Agreement.

With reasonable cause, either the Village or the Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause shall include, but is not limited to: 1) a material violation of this Agreement; or 2) any act exposing the other party to liability to others for personal injury or property damage.

Either party may terminate this Agreement, without cause, upon giving thirty (30) days written notice. Termination of this Agreement shall not extinguish or diminish those rights and obligations of either the Village or the Contractor that may have accrued prior thereto.

SECTION 5. BUSINESS STANDARDS.

The Contractor understands that the Village is a public entity bound by the mandates of Ohio Public Records law as articulated in O.R.C. 149.43. The Contractor recognizes that this Agreement and any future modifications hereto may constitute public records subject to disclosure. The Contractor further understands that certain records related to the commission of the Contractor's Services for the Village may also constitute public records and therefore agrees to maintain and organize all records created in connection with the Contractor's performance of Services herein, and to timely release such records to the Village upon its request. The Contractor may dispose of such records only upon obtaining the prior approval of the Village. The Contractor agrees to reimburse the Village fully for any fines, costs or penalties assessed upon the Village for the Contractor's failure to maintain or timely release any records relating to the Contractor's performance of Services pursuant to this Agreement.

The Contractor agrees that all financial settlements, billings, and reports rendered to the Village or its representative shall accurately reflect the facts about all activities and transactions handled for the account of the Village, which data may be relied upon as being complete and accurate in any further recordings and reportings made by the Village or its representatives for whatever purpose.

SECTION 6. FINDINGS OF RECOVERY.

Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. The Contractor certifies that an unresolved finding for recovery has not been issued against the Contractor and attached is a completed Findings for Recovery Certification.

SECTION 7. MISCELLANEOUS.

The Village shall have the right at any time within two (2) years after making any payment hereunder to audit any and all records, books and invoices related thereto. This right survives the termination of the Agreement.

This Agreement may be modified only by a writing signed by both Parties.

Neither the Contractor nor the Village may assign its rights or delegate its duties under this Agreement unless both Parties agree to do so in writing.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

All notices required or permitted in connection with this Agreement shall be delivered to the Parties' addresses listed above by certified mail, return receipt requested. Unless otherwise specified herein, all notices shall be effective when received. Any party may change their address for notices by providing the same in writing to the other party.

The failure of either the Village or the Contractor to exercise any of its rights under this Agreement shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Agreement.

This Agreement shall be governed by the laws of the State of Ohio, without reference to conflict of law rules or principles. All Services provided pursuant to this Agreement shall be performed in accordance with applicable laws, rules and regulations. Venue for any dispute pertaining to or arising out of this Agreement shall lie exclusively in Cuyahoga County, Ohio.

In the event any provision(s) of this Agreement conflicts with any provision(s) of any federal, state or local law, the conflict shall be resolved by application of the federal law, state law (if applicable), local law, and then the Agreement, in that order.

This Agreement constitutes the entire agreement of the Parties. If any part of this Agreement shall be deemed unenforceable for any reason, the remaining parts of the Agreement shall nevertheless be binding upon and inure to the benefit of the Parties.

This Agreement may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and accepted by all Parties. When properly executed and accepted, this Agreement shall be binding upon and inure the benefit of the Contractor and the Village, their respective heirs, successors and assigns.

- Remainder of page intentionally left blank -

IN WITNESS WHEREOF, this Agreement is executed and shall be effective as of the Effective Date described above:

VILLAGE OF MAYFIELD, OHIO

By: _____
Brenda T. Bodnar, Mayor

Date

By: _____
Stephen Schutt, Council President

Date

STATE OF OHIO)
) **ss.**
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and state, personally appeared the above named Brenda T. Bodnar, Mayor, and Stephen Schutt, Council President, who acknowledged that they did sign this Independent Contractor Agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____ this ____ day of _____, 2024.

NOTARY PUBLIC

CONTRACTOR


By: Crista Reed

1-5-24
Date

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and state, personally appeared the above named Crissta Reed, who acknowledged that she did sign this Independent Contractor Agreement and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Mayfield Village Ohio this 5th day of January 2024.

Mary E. Betza
NOTARY PUBLIC
MARY E. BETSA
Notary Public, State of Ohio
My Commission Expires 11/03/2025

Approved as to form:

Diane Calta
Law Director

Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding an Agreement for goods, services or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against COME CORRECT SERVICES, LLC.

COME CORRECT SERVICES, LLC,
an Ohio limited liability company

Christa Reed

By:

Its:

1-5-24

Date

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Ronald C. Wynne, Director of Finance
Mayfield Village, Ohio