

ORDINANCE NO.: 2022-62

FIRST READING July 11, 2022

INTRODUCED BY: Gerald Canton

SECOND READING July 25, 2022 7:55 AM

THIRD READING July 25, 2022 8:00 AM

ORDINANCE APPROVING THE SERVICE AGREEMENT WITH INSPECTION SOLUTIONS, LLC FOR THE PROFESSIONAL BUILDING INSPECTION SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT ON BEHALF OF THE VILLAGE OF SOUTH RUSSELL, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of South Russell and Inspection Solutions, LLC want to continue their relationship for professional building inspection services through new contractual terms beginning August 1, 2022, as provided in the Service Agreement Between Inspection Solutions, LLC and the Village of South Russell ("2022 Service Agreement"), attached hereto and incorporated herein by reference as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The 2022 Service Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the 2022 Service Agreement on behalf of the Village of South Russell.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to allow the 2022 Service Agreement to take effect beginning August 1, 2022; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:

Danielle Romanowski

Fiscal Officer

I certify that Ordinance No. 2022-62 was duly enacted on the 25TH day of July, 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

Danielle Romanowski

Fiscal Officer

**SERVICE AGREEMENT BETWEEN INSPECTION SOLUTIONS, LLC,
AND THE VILLAGE OF SOUTH RUSSELL**

THIS Service Agreement ("Agreement") is dated as of the 1ST day of August, 2022 between Inspection Solutions, LLC and The Village of South Russell.

WHEREAS, Inspection Solutions, LLC ("Inspections Solutions") and The Village of South Russell ("Village") want to continue their relationship for the professional building inspection services.

TERM

This Agreement shall be in effect as of August 5, 2022. This Agreement shall be on a year-to-year basis and shall continue until either the Village or Inspection Solutions gives written notice of the termination of the Agreement to the other with thirty (30) days' notice.

RETAINER FEE

On August 5, 2022, and the first day of every month thereafter, during terms of this Agreement, the Village will pay Two Thousand Dollars (\$2,000.00) to Inspection Solutions. In exchange for said retainer, Inspection Solutions, by way of a certified building inspector, will provide the following services:

1. Up to twenty hours (20) per calendar month to answer questions, provide general consulting, manage Village projects, provide general advice ^{and} ~~and serve~~ ^{to} as the Village's Zoning Inspector. Any hours beyond the twenty hours per month will be billed at \$75 an hour.
2. Certification of the department for residential and non-residential buildings.
3. Inspection Solutions reserves the right to have its certified building inspector perform work for other municipalities, corporations, individuals, and entities. However, in further consideration for the retainer, Inspections Solutions primary commitment will be to the Village. Inspection Solutions will use its best efforts to ensure that any scheduling conflicted is resolved in favor of the Village.

OUTSIDE THE RETAINER FEE

Any and all residential inspections, zoning inspections, and/or commercial inspections will be treated as outside the retainer fee and will be billed by Inspection Solutions to the Village at \$75.00 per inspection.

BILLING LIMITATIONS

Inspection Solutions agrees that the total dollars billed to the Village under this Agreement shall not exceed forty-eight thousand, two hundred and fifty dollars, (\$48,250.00). Should Inspection Solutions reach the dollar limit of this Agreement as stated above, Inspection

Solutions agrees not to bill the Village any amount beyond the limit unless first obtaining the written approval of the Mayor and Council.

BILLING AND PAYMENT

Inspection Solutions shall invoice the Village the first day of each month for service rendered above and beyond the Retainer in the prior month. The Village will submit payment in full within Thirty (30) days. All payments, for both the monthly retainer and in satisfaction of monthly invoices, shall be made to:

Inspection Solutions, LLC, 8460 Lincoln Drive, Chesterland, Ohio 44026

INSURANCE

Inspection Solutions shall maintain the following insurance coverages at its own expense throughout the term of this Agreement:

1. Errors and Omissions liability coverage with liability limits of One Million Dollars (\$1,000,000); and
2. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with liability limits of at least One Million Dollars (\$1,000,000.00) per occurrence. The Village will be listed as an additional insured party upon said insurance policy or policies.

WORKERS COMPENSATION INSURANCE

Inspection Solutions shall comply with all State of Ohio requirements for Workers Compensation Insurance and provide the Village with written proof of the same.

ASSIGNMENT OF AGREEMENT

This Agreement may not be assigned by Inspection Solutions without the consent of the Village at its sole discretion.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

INSPECTION SOLUTIONS, LLC

By: _____

David T. Hocevar, President

VILLAGE OF SOUTH RUSSELL

By: William G. Koons

William G. Koons, Mayor