

ORDINANCE NO. 2023- 80 FIRST READING November 27, 2023
INTRODUCED BY: CHRIS BELL SECOND READING WAIVED
THIRD READING WAIVED

ORDINANCE APPROVING THE SERVICE AGREEMENT WITH DAGG INSPECTIONS SERVICES, LLC FOR 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 Dagg Inspections Services, LLC want to establish a relationship for professional building inspection services through new contractual terms beginning JANUARY 1, 2024, as provided in the Service Agreement Between Dagg Inspections Services, LLC and the Village of South Russell (“2024 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 2024 Service Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the 2024 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 2024 Service Agreement to take effect beginning JANUARY 1, 2024; 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:



Fiscal Officer

I certify that Ordinance No. 2023-80 was duly enacted on the 27TH day of NOVEMBER, 2022, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

AGREEMENT

By and between

Village of South Russell Ohio

And

Dagg Inspections Services, LLC

This Agreement ("Agreement") is made as of this day of 12-12-23, between the Village of South Russell (the "Village"), a municipal corporation organized and existing under the Constitution and laws of the state of Ohio, and Dagg Inspections Services, LLC ("Contractor"), a limited liability company organized under the laws of the state of Ohio, whose primary office is located at 8370 Cloveridge Rd., Russell Township, Ohio 44022, for the delivery of professional, certified building inspection services (the Village and Contractor collectively referred to as the "Parties" or each separately as a "Party").

WITNESSETH;

IN CONSIDERATION of the mutual covenants hereinafter contained and the mutual benefit to be derived by the Parties from the performance hereof, the Parties herein agree as follows:

SERVICES

The Village agrees to retain, and Contractor, agrees to be retained to perform professional building and zoning inspector services as required by the Village in the capacity of Building Inspector, Electrical Inspector, and Zoning Inspector. All personnel performing services for the Village under this Agreement shall be licensed by the State of Ohio to serve as Building Inspector, Electrical Inspector as the context of the work requires, and shall maintain such licensure throughout the term of this Agreement. Contractor agrees that it may be identified as the Village's backup building inspector, backup electrical inspector in the Village's submissions to the State of Ohio.

TERM

The term of this Agreement shall commence on JANUARY 1, 2024 and shall terminate one year thereafter. This Agreement may be renewed only upon written consent of both Village and Contractor. Either Party may terminate this Agreement without cause upon 30 days written notice to the other.

FEE

Inspections: Inspections will be billed to the Village at \$60.00 per inspection. Multiple inspections performed at the same house, condominium unit, apartment unit or business will be charged as one (1) inspection.

Billing and Payment: Contractor shall invoice the Village on the first day of each month for services rendered in the prior month. The Village will endeavor to submit payment in full within 30 days. However, the Village will not be liable for late fees, penalties or interest. All payments, in satisfaction of monthly invoices, shall be made to: Dagg Inspections Services, LLC 8370 Cloveridge Rd., Russell Township, Ohio 44022.

INSURANCE

Contractor shall maintain the following coverage at its own expense throughout the term of this Agreement: 1) Errors and Omissions liability coverage with liability limits of \$1,000,000.00; and 2) Personal injury, bodily injury and property damage liability insurance, including automobile coverage, with liability limits of at least \$1,000,000.00 per occurrence. Upon request, certificates of insurance will be provided to the Village.

WORKERS' COMPENSATION INSURANCE

In the event Contractor employs any persons, it shall comply with all State of Ohio requirements for Workers' Compensation Insurance.

TAXES

The Village is a tax-exempt public agency. No transactional taxes of any sort will be added to invoices presented to the Village and the Village shall have the right to deduct any such taxes from payments made on any invoice.

ASSIGNMENT

Neither this Agreement nor the work or rights established hereunder shall be sold, subcontracted, assigned, transferred, pledged or hypothecated in any manner without the express written consent of the Village.

POLITICAL CONTRIBUTIONS

Contractor materially represents that it is not a prohibited entity and has not, within the previous two calendar years, made one or more contributions totaling in excess of \$1,000.00 to the Mayor of the Village or the Mayor's campaign committee. For the purposes of this section, if the contractor is a limited liability company, then the prohibited entity includes any member, partner, shareholder, administrator, executors, or trustee or the spouse of any of them.

FINDINGS FOR RECOVERY

Contractor materially represents that it is not subject to an unresolved finding for recovery of public money issued by the State Auditor under Section 9.24 of the Revised Code or, if subject to such a finding, it has taken the appropriate remedial steps required under said section to qualify to hold a public contract, or otherwise does qualify under said section to hold a public contract.

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

The maximum amount of money lawfully appropriated to payment of the Contractor's invoices under this Agreement is set forth in the Fiscal Officer's Certification of Available Funds, appended to this Agreement. No officer, employee or agent of the Village is authorized to commit the Village to payment of money in excess of the certified amount, whether by change order, adjustment of quantities, or otherwise, unless a revised certificate of available funds is provided. It is the Contractor's sole obligation to ensure that uncompensated work is not undertaken.

IN WITNESS WHEREOF, the Village and Contractor have executed this Agreement as of the date written below.

Village of South Russell, Ohio

Dagg Inspections Services LLC

BY: William S. Koons
Mayor William Koons
Mayor

BY: Dan D'Agostino
Dan D'Agostino
Sole Member

CERTIFICATE OF FISCAL OFFICER

I hereby certify that the amount of \$ 7,462⁰⁰ required to meet the foregoing Agreement or obligation which will accrue during the present fiscal year has been lawfully appropriated, authorized or directed for such purposes, and is in the Village treasury, or in the process of collection to the credit of the fund, free from any outstanding obligation.

12.15.23
DATE

Danielle Romanowski
VILLAGE FISCAL OFFICER