

RESOLUTION NO.: 7 -2022
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTING AGREEMENT WITH PAS INSPECTION CO., LLC FOR OHIO CERTIFIED BUILDING INSPECTION AND BUILDING CODE ADMINISTRATIVE CONSULTING SERVICES.

WHEREAS, the City of Richmond Heights has contracted with PAS Inspection Co., LLC, for Ohio certified building inspection services and Building Code administrative consulting services on as "as needed" basis since 2018;

WHEREAS, the Building Commissioner has advised this Council that such consulting services are necessary to meet the needs of the Richmond Heights Building Division, that Philip Seyboldt of PAS Inspection Co., LLC, is certified by the Board of Building Standards as a Building Official, Plumbing Inspector, Electrical Inspector and HVAC Inspector, and that he is a highly qualified and experienced inspector who has provided vital services to the Building Division under prior consulting agreements on an "as needed" basis since 2018;

WHEREAS, this Council desires to authorize the Mayor to enter into a consulting agreement substantially in the form of the Consulting Agreement attached hereto as Exhibit "A" on an "as needed" basis to be determined by the Mayor with the cost thereof not exceeding Fifteen Thousand Dollars (\$15,000.00) for the term beginning February 1, 2022 and ending January 31, 2023.

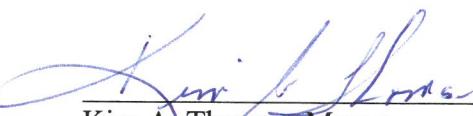
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

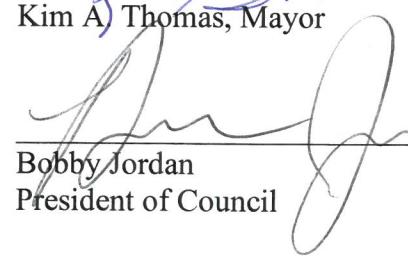
Section 1: The Mayor is authorized to enter into a consulting agreement with PAS Inspection Co., LLC for Ohio certified building inspection and building code administrative consulting services on an as-needed basis for a term from February 1, 2022 through December 31, 2022 with the cost thereof not to exceed Fifteen Thousand Dollars (\$15,000.00) in that one-year term.

Section 2: If necessary, the Director of Finance is authorized to appropriate to a proper account a sum sufficient to cover the cost of the agreement set forth in Section 1 above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: January 25, 2022 
Kim A. Thomas, Mayor

APPROVED: January 25, 2022 
Bobby Jordan
President of Council

ATTEST: Betsy Traben
Betsy Traben
Clerk of Council

EXHIBIT A

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made this ____ day of _____, 2022 between the City of Richmond Heights ("City"), whose address is 26789 Highland Road, Richmond Heights, Ohio 44143 ("City"); and PAS Inspection Co., LLC. whose address is 7365 South Meadow Drive, Painesville, Ohio 44077 ("Consultant"). The Consultant and City are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Consultant provides Ohio certified building inspection services and building code administrative consultation;
- B. City desires to engage Consultant to perform certain professional consulting services for Ohio certified building inspection services and building code administrative consultation services in accordance with the terms of this Agreement; and
- C. Consultant is willing and able to provide such consulting services to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein the parties hereto agree as follows:

1. **Retention of Consultant.** The City retains Consultant to provide Ohio certified building inspection services and specialized building code administrative consultation (collectively, the "Services") to the City during the Term of this Agreement.
2. **Term.** The term of this Agreement shall be from February 1, 2022 through January 31, 2023 (the "Term").
3. Consultant shall provide all materials and labor to perform the Services, and shall deliver all reports and related materials to the City for all Services provided under this Agreement.
4. **Services.**
 - A. The Services to be provided by the Consultant to the City shall be on an as needed basis.
 - B. Consultant shall not be required to be on-call for the City.
 - C. Consultant shall perform all Services entirely within the City of Richmond Heights and not a
 - D. Consultant's Services will not be used for less than four (4) hours or more than eight (8) hours.

5. Payment and Other Conditions.

A. I
n full consideration for the Services provided by Consultant hereunder, the City will pay Consultant at the rate of Sixty Dollars (\$60.00) per hour, billable in increments of fifteen (15) minutes for the time worked by Consultant for Services as requested by the City.

B. C
onsultant shall invoice the City on a monthly basis for any Services provided under this Agreement.

C. Consultant shall be responsible for all ordinary and reasonable expenses incurred in connection with Consultant's performance of the Services under the terms of this Agreement, including all supplies and equipment necessary to perform the Services under the Agreement. Consultant shall provide all supplies and equipment necessary to perform the Services under this Agreement including use of the Consultant's own vehicle. The Consultant shall be reimbursed for its mileage for the provision of Services within the City limits at the current IRS mileage reimbursement rate.

D. Consultant is solely responsible for any and all taxes associated with its receipt of any payment by the City to Consultant under this Agreement.

E. Consultant shall provide proof of its commercial general liability and automobile/vehicle liability insurance for the Services to be provided to the City and the City and its officials and employees shall be named as additional insureds under Consultant's insurance policies. The policy limits for each occurrence shall be at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate.

F. Consultant shall not be eligible for any fringe benefits from the City (vacation and sick leave), workers' compensation or unemployment benefits from the City.

G. At all times, Consultant shall be an independent contractor to the City of Richmond Heights and as such will receive the appropriate Internal Revenue Service tax form from the City for payments to Consultant (IRS Form 1099).

H. Consultant shall perform the Services independently once an assignment is received from the City without control or supervision by the City or any of its officials or employees.

6. Notices. Communications and notices shall be sent between the parties by either regular U.S. Mail or electronic mail as follows:

A. To the City:

Kim A. Thomas, Mayor
City of Richmond Heights
26789 Highland Road
Richmond Heights, Ohio 44143
MayorThomas@richmondheightsohio.org
Office: 216-486-2474

B. To the Consultant:

PAS Inspection Co. LLC
c/o Philip Seyboldt
7365 South Meadow Drive
Painesville, Ohio 44077
pseyboldt@sbcglobal.net
Office: 440-364-5908

7. **Termination.** Either Party shall have the right to terminate this Agreement, with or without cause or for no cause, upon thirty (30) days' prior written notice to the other Party.

8. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

10. **Entire Agreement.** The terms, provisions, covenants and conditions contained herein constitute the entire Agreement between Consultant and the City. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, and may be amended only by written agreement of the Parties.

11. **Counterpart Signatures.** This Agreement may be executed in two counterpart, each of which shall be considered an original hereof but both of which together shall constitute one agreement.

The Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its authorized representative's hand as of the day set forth above.

CITY OF RICHMOND HEIGHTS

PAS INSPECTION CO., LLC

By: _____
Name: Kim A. Thomas
Title: Mayor

By: _____
Name: Philip Seyboldt
Title: Managing Member

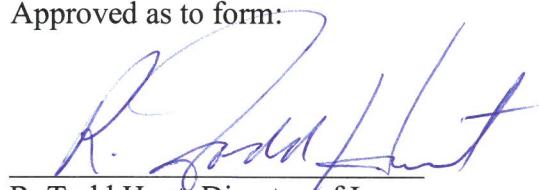
FISCAL OFFICER'S CERTIFICATE

As the Interim Director of Finance of the City of Richmond Heights, I certify that as of the date of execution of the Consulting Agreement between the City of Richmond Heights, Ohio and PAS Inspection Co. LLC, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

Thomas DiLellio
Interim Director of Finance
City of Richmond Heights, Ohio

Date: _____

Approved as to form:



R. Todd Hunt, Director of Law
City of Richmond Heights, Ohio