

ORDINANCE NO. 2011-12-S&S

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT
WITH *AT YOUR SERVICE LAWCARE* AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Greenhills has determined that it is more economical and efficient to utilize a contractor for grass mowing services; and

WHEREAS At Your Service Lawncare submitted the lowest and best bid following a competitive bid process and is qualified to provide such services; and

NOW, THEREFORE, be it ordained by the Council of the Village of Greenhills, Ohio, six members elected thereto concurring:

SECTION 1.

That the Municipal Manager is hereby authorized to enter into of the attached Agreement labeled as Exhibit "A" with At Your Service Lawncare for grass mowing services.

SECTION 2.

This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the Village. The reason for said emergency is to provide immediate and adequate services to protect the safety, peace, health, and welfare of the community.

Passed this 19th day of April, 2011.

Fred Murrell, MAYOR/s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

Exhibit "A"

Ordinance No. 2011-12-S&S

2011 GRASS MOWING CONTRACT

THIS AGREEMENT, is made and entered into this ____ day of April, 2011, by and between the Village of Greenhills, whose address is 11000 Winton Road, Greenhills, Ohio 45218 (hereinafter "Greenhills") and At Your Service Lawncare, a sole proprietor (hereinafter "Service Provider").

Section 1. Description of Project

Greenhills hereby retains Service Provider to perform and Service Provider hereby agrees to perform the mowing services described in Section 2 according to the terms and conditions outlined herein. The project for which such services will be provided is generally described as the 2011 Grass Mowing Contract.

Section 2. Description of Mowing Services

The Mowing Services to be provided by Service Provider are identified in the Bid Documents, attached hereto as Exhibit A and incorporated herein by reference.

Any services beyond those identified in this Agreement shall be considered Additional Services and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

Section 3. CONTACT PERSON

Greenhills and Service Provider shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in Mowing Services. Any additional or revised fees must be approved by Village Council. The contact person for Greenhills shall be Mike Caster and the contact person for the Service Provider shall be _____.

SECTION 4. DATE OF COMMENCEMENT

THE DATE OF COMMENCEMENT FOR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE NO SOONER THAN THE DATE THIS AGREEMENT IS FULLY EXECUTED, OR THE DATE THE VILLAGE IDENTIFIES FOR THE INITIAL MOWING OF THE SEASON. SERVICE PROVIDER SHALL PERFORM ITS SERVICES WITH DUE AND REASONABLE DILIGENCE CONSISTENT WITH SOUND PROFESSIONAL PRACTICE.

Section 5. Compensation and Duration

This Agreement shall remain in effect and the Service Provider shall provide all services necessary as provided herein during the period from the date of commencement and ending December 31, 2011. By mutual consent of Greenhills and Service Provider, the contract may be renewed for one (1) additional twelve (12) month period ending December 31, 2012. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business

day (Monday thru Friday) of the calendar month in which the current contract period expires. Such notice shall be transmitted by registered or certified mail.

It is understood and agreed that the contract may be renewed only at the same prices and under the same conditions governing the original contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

The Service Provider shall be entitled to receive compensation based on the bid submitted by Service Provider and accepted by Greenhills.

Section 6. Terms and Conditions

6.1 Invoice Procedures and Payment: Service Provider shall submit invoices to Greenhills for Services rendered on a monthly basis. The item(s) shall be invoiced showing sufficient quantity and sufficient identification data to facilitate audit of invoices by Greenhills.

6.2 Indemnification: Service Provider agrees to indemnify, defend and hold harmless Greenhills, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of any negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

6.3 Assignment/Third Parties: Neither Greenhills nor Service Provider will assign or transfer its interest in this Agreement without the written consent of the other.

6.4 Suspension, Termination, Cancellation, or Abandonment: Greenhills may, upon written notice, terminate this agreement at any time for its convenience. In the event the Project identified in this Agreement is suspended, canceled, or abandoned by Greenhills or upon any other default by Greenhills under this agreement, Service Provider shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. If Greenhills delays or suspends Service Provider's services for more than 180 days, then Service Provider may terminate this Agreement upon giving fifteen (15) days' written notice. Greenhills may terminate this Agreement upon the Service Provider filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Agreement, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice.

Pursuant to Section 5 of this Agreement, Service Provider shall not be obligated to commence services until this Agreement is fully executed.

6.5 Standard of Care: Service Provider agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Service Provider agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

6.6 Waiver: Any failure by Greenhills to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Greenhills may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.7 Relationship: Service Provider is an independent contractor to Greenhills in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Greenhills.

6.8 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.9 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the State of Ohio. This Agreement includes this document and, by this reference, incorporates the related bid documents as if fully set forth herein.

6.10 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

VILLAGE OF GREENHILLS, OHIO

SERVICE PROVIDER

Signed: _____
Typed Name: Evonne Kovach
Title: Municipal Manager
Date: _____

Signed: _____
Typed Name: _____
Title: _____
Date: _____