

RESOLUTION NO. 2024-51
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL TO
ENTER INTO A CONTRACT WITH AMERISCAPE LAND DESIGN, INC. FOR THE
2024-2025 VILLAGE SENIOR SNOW REMOVAL PROGRAM IN A TOTAL AMOUNT
NOT TO EXCEED \$33,000.00**

WHEREAS, the Village's Senior Snow Removal Program is designed to provide snow removal services to assist seniors and adults with disabilities during the harsh winter months; and

WHEREAS, the Senior Snow Removal Program provides a vital service by ensuring that driveways are cleared of snow, allowing seniors to safely leave their homes for essential activities such as medical appointments, prescription pick-ups, and accessing emergency services; and

WHEREAS, the Village's Recreation Department has solicited bids from companies providing snow removal services; and

WHEREAS, it is anticipated that approximately 300 residents will participate in the program requiring at least 4 contractors to be hired to service 2 or 3 sections with each section consisting of 30-40 driveways; and

WHEREAS, the Village deems it in the best interest of the health, safety and welfare of all Village residents and inhabitants to enter into a contract with AMERISCAPE LAND DESIGN, INC. to facilitate the 2024-2025 Senior Snow Removal Program.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village does hereby authorize and direct the Mayor and President of Council to enter into a contract with AMERISCAPE LAND DESIGN, INC. for the 2024-2025 Senior Snow Removal Program on the terms and in a form substantially similar to the Agreement attached hereto and incorporated herein as Exhibit "A" and in a total amount not to exceed \$33,000.00.

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 snow removal services be available to program participants as soon as possible. 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, ESQ.,
Director of Law

ATTEST: _____
MARY BETH BETSA, MMC
Clerk of Council

Services Agreement

This Services Agreement (this "**Agreement**"), dated as of September __, 2024 (the "**Effective Date**"), is entered into by and between **Ameriscape Land Design Inc.**, an Ohio Corporation ("**Service Provider**") and the **Village of Mayfield**, an Ohio municipal corporation ("**Customer**").

WHEREAS, Service Provider has the capability and capacity to provide certain Snow Plow services; and

WHEREAS, Customer desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services.

1.1 Service Provider shall provide to Customer the services (the "**Services**") set out in the statement of work, attached hereto and incorporated herein as **Exhibit A**, (the "**Statement of Work**"). The Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) to the satisfaction of the Customer.

2. Service Provider Obligations. Service Provider shall:

2.1 Appoint representatives to the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**"). Service Provider shall provide the contact information for the Service Provider Contract Manager to the Customer.

(b) A sufficient number of employees to perform the Services set out in each Statement of Work (collectively, with Service Provider Contract Manager, "**Provider Representatives**").

2.2 Assign only qualified, legally authorized Provider Representatives to provide the Services.

2.3 Comply with all applicable laws and regulations in providing the Services.

2.4 Comply with all Customer rules, regulations, and policies of which it has been made aware, in its provision of the Services.

federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

7. Property Damage. The Customer shall provide all residents participating in the program with blank forms to be completed if any damage occurs to their property. Residents will return the forms to the Mayfield Village Senior Services Department. Customer shall keep a record of all reports received and shall advise the Service Provider (usually within 48 hours) of all damage reported. A copy of the original damage form will be provided to Service Provider and Service Provider shall verify receipt. Repair of all damage (other than seeding and work that can only be done weather-permitting), must be completed within fifteen (15) days from the date the damage report was received by the Customer.

8. Indemnification. Service Provider shall indemnify, defend, and hold harmless Customer and its officers, directors, managers, shareholders, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, (collectively, "**Losses**"), arising out of or resulting from any claim of a third party or Customer arising out of or occurring in connection with Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without Customer's or Indemnified Party's prior written consent.

9. Compliance with Law. Service Provider is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

10. Insurance. For the duration of the Term, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement, and workers' compensation insurance to the extent required by law. Upon Customer's request, Service Provider shall provide Customer with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Customer as an additional insured. Service Provider shall provide Customer with 10 days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Customer's insurers and Customer or the Indemnified Parties.

If it shall have any employees providing services for Customer, Service Provider shall also provide (i), with respect to employees providing services in Ohio, workers' compensation coverage with the Ohio Bureau of Workers' Compensation and shall otherwise be in compliance in all respects with the Ohio Workers' Compensation Act and (ii) with respect to employees

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

CUSTOMER:

MAYFIELD VILLAGE

Brenda Bodnar
Mayor, Mayfield Village

Stephen Schutt
Council President, Mayfield Village

SERVICE PROVIDER:

AMERISCAPE LAND DESIGN INC.

By: _____
Its: _____

EXHIBIT B
FEE SCHEDULE

ONE section (approximately 30-40 driveways) **\$340** per driveway

Plus, an additional \$50/circular driveways

TWO sections (between 41 and 80 driveways) **\$325** per driveway

Plus, an additional \$50/circular driveways

THREE sections (between 81 and 120 driveways) **NA** per driveway

Plus, an additional \$50/circular driveways

- \$50 paid directly from resident for additional plows outside of 2 in 24 hours