

TAYLOR BOROUGH COUNCIL SPECIAL MEETING
May 27, 2021 at 7:00 PM

Held Via:
Teleconference Due to State of Emergency – COVID 19
122 Union Street
Taylor, PA 18517

- Call to Order
- Pledge of Allegiance
- Roll Call
- Public Input
- Old Business
- New Business

- A. Consider a motion to enter into a Professional Service Agreement with Northeast Inspection Consultants to administer and enforce Zoning and Code Enforcement Regulations.
- B.

- Public Input
- Adjournment

ZONING AND PROPERTY MAINTENANCE CODE, INSPECTION AND CONSULTANT AGREEMENT

This Agreement is made effective as of ____ Day of _____, 2021, by and between the TAYLOR BOROUGH, a political subdivision of the Commonwealth of Pennsylvania, with an address of 122 Union Street, Taylor, PA, 18517 (hereinafter referred to as "CLIENT") and NORTHEAST INSPECTION CONSULTANTS, LLC., a Pennsylvania limited liability company, with an address of 209 Main Street, Childs, PA 18407 (hereinafter referred to as "NEIC").

RECITALS

WHEREAS, NEIC is engaged in the business of providing property maintenance code and zoning inspections and enforcement on behalf of municipalities; and

WHEREAS, CLIENT is a municipality which has elected to adopt the 2012 International Property Maintenance Code as its property maintenance code within its jurisdiction, pursuant to 35 P.S. § 48204-A; and

WHEREAS, CLIENT has appointed NEIC as its "Code Official" to administer its property and zoning ordinances and associated regulations along with its maintenance code and is desirous that NEIC perform such inspections and undertake such enforcement actions as shall be assigned to it in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto intending to be legally bound do hereby agree as follows:

1. Details of Contract;

A. Scope of Work

CLIENT has agreed to appoint NEIC as its "Code Official" for the Taylor Borough. NEIC hereby agrees to administer and enforce the City's property maintenance and zoning ordinances and regulations on behalf of CLIENT, including, but is not limited to, inspections and issuances of notices and orders or any other related action request by the CLIENT ("Scope of Work"), from _____ until this Agreement terminates.

B. Performance Coordination

NEIC hereby agrees that it will perform its Scope of Work in cooperation with the CLIENT'S Codes Enforcement Officer and coordinate all of its Scope of Work activities under the Codes Enforcement Officer's supervision.

C. Code Coordination

NEIC is hereby authorized to perform property maintenance and zoning inspections and enforcement pursuant to the CLIENT's property maintenance and zoning ordinances and regulations, as amended, which has incorporated the 2012 International Property Maintenance Code by reference.

D. Invoice and Payment

NEIC shall be compensated for performance of its Scope of Work within CLIENT's jurisdiction based upon the fees identified in Section H of this Agreement. On a monthly basis, NEIC shall invoice CLIENT for the Scope of Work it has performed in the previous month and provide CLIENT with all inspection reports, notices, and orders issued by NEIC to CLIENT. Within twenty (20) days of receiving said invoice and accompanying documentation, CLIENT shall pay NEIC the undisputed balance owed for the Scope of Work identified in the invoice and accompanying documentation.

E. Set and Final Rates

It is understood and agreed by and between the parties that all the fees identified in Section H of this Agreement are not subject to any modification during the term in this Agreement, unless agreed to by the Parties in writing. NEIC is committed to working with the CLIENT to ensure a mutually beneficial relationship.

F. Contract Length and Cancellation

The term of this agreement shall be for one (1) year, commencing on _____. The Agreement will automatically renew on an annual basis pursuant to the terms set forth herein unless either Party furnishes the other Party at any time without cause or reason by either Party with a notice to terminate the Agreement sixty (60) days prior to the intended termination date.

G. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered upon the Party or sent via the United States Postal Service, certified postage prepaid and properly addressed, to the appropriate Party at the addresses set forth below:

1. Notices to CLIENT: 122 Union Street, Taylor, PA 18517
2. Notices to NEIC: 209 Main Street, Childs, PA 18407

H. Inspection Rate Schedule

1. Each month CLIENT shall pay NEIC a \$500.00 monthly retainer in advance of services rendered by NEIC. Once the monthly retainer fee is exhausted for the month, CLIENT will be billed at a rate of \$60.00 per hour in fifteen-minute increments for all work performed in accordance with the Scope of Work for that month.

2. A fee of \$70.00 per hour will be charged by NEIC to the CLIENT for any additional work performed by NEIC not included within the Scope of Work.

I. General Liability Insurance

1. Insurance Coverage

At all times while this Agreement is in force, NEIC shall maintain insurance coverage in the amounts set forth hereinafter. CLIENT shall be named as an additional insured on all of NEIC's insurance policies identified hereinafter. Upon request, NEIC shall provide to CLIENT certificate(s) of insurance which evidences that CLIENT is an additional insured on the applicable policies of insurance and evidencing that NEIC has procured insurance

coverage in the amounts set forth hereinafter. The insurance policies must insure not only NEIC, but any person nor entity working under NEIC or at NEIC's direction, including, but not limited to, agents, workmen, employees, contractors, independent contractors, subcontractors, directors, officers, members, subsidiaries, and affiliates. NEIC shall, at its sole expense, procure and maintain throughout the term of this Agreement the following policies of insurance:

- Comprehensive General Liability \$1,000,000
- Errors and Omissions-Professional Liability \$1,000,000
- Automobile Liability \$500,000
- Worker's Compensation & Employers Liability Statutory

Upon request, a certificate confirming coverage shall be provided to CLIENT at the inception of the Agreement, with renewal certificates provided not less than annually. All insurers shall be obligated to notify the CLIENT at least thirty (30) days prior to any lapse or material change in coverage. NEIC's coverages herein shall be deemed Primary and Non-Contributory.

2. Limit of Liability

NEIC shall indemnify and hold CLIENT harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to NEIC's Scope of Work under the terms of this Agreement, including, but not limited to, environmental claims, claims for injury to or death of any persons, or damage, loss, or destruction of any property, real or personal, under any theory of law, including, but not limited to, tort, contract, or strict liability. NEIC further covenants and agrees to defend any suits brought against CLIENT on any claims, and to pay any judgment against CLIENT resulting from any suit or suits, together with all costs and expenses relating to any claims, including attorneys' fees, arising from NEIC's Scope of Work under the terms of this Agreement. CLIENT, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a part, without relieving NEIC of the obligation to defend CLIENT. For purposes of this Agreement, the term "NEIC" shall include its agents, employees, workman, contractors, independent contractors, subcontractors, directors, officers, members, subsidiaries, and affiliates. The Parties acknowledge and agree that this Section 3(B) shall be void to the extent that it impairs or voids any insurance coverage available to cover any claims in question and to provide CLIENT with the benefit of such insurance coverage.

J. Legal Provisions

1. No interpretation against the drafter

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties jointly prepared this Agreement.

2. Breach of Agreement

If either Party violates, fails to perform, or breaches any express or implied terms, covenants, or conditions of this Agreement, then the non-breaching party shall notify the breaching party in writing of the violation, failure, or breach. The breaching party shall have a period of thirty (30) days from the date of its receipt of the non-breaching party's written notice, in which to remedy the violation, failure, or breach. If the breaching party fails or refuses to remedy the violation, failure, or breach within the aforesaid thirty (30) day time period, then the non-breaching party may, at its sole option, terminate this Agreement and/or proceed with a claim in the court of appropriate jurisdiction. The Parties hereto agree that in the event that it is determined by a court of appropriate jurisdiction that the breaching party has breached, violated, or failed to perform any term or condition of this Agreement, then the breaching party shall reimburse the non-breaching

party for any attorney's fees and expenses that the non-breaching party incurred in proving the violation, failure to perform, or breach of this Agreement and the resulting damages.

K. Entire Agreement and Amendments

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, and the terms of this Agreement are contractual and not mere recitals. No amendment or extension of this Agreement shall be binding unless in writing and signed by both Parties.

L. Binding Effect, Assignment

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, and assigns. Nothing in this Agreement shall be construed to permit either Party to assign its rights and obligations hereunder, and such assignment is expressly prohibited without the prior consent of all Parties.

M. Governing Law, Severability

The laws of the Commonwealth of Pennsylvania shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. All disputes arising from or in anyway related to this agreement shall be subject to the jurisdiction of the Court of Common Pleas of Lackawanna County.

N. Miscellaneous

1. The Parties acknowledge and agree that Section I of this Agreement shall survive the termination or expiration of this Agreement.
2. The Parties acknowledge and agree that NEIC and CLIENT are independent contractors and that this Agreement does not create any other relationship between them, including, without limitation, an employer-employee relationship, a joint venture, a partnership, or any other relationship.
3. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
4. The headings of the several sections of this Agreement have been inserted for the convenience of reference only and shall in no way restrict or modify any of the terms or provisions of this Agreement.
5. The Parties acknowledge and agree that the "Recital" section of this Agreement is made a part of this Agreement as fully as through set forth in the body of this Agreement in its entirety.
6. This Agreement may be executed in counterparts (including by means of facsimile or pdf), each of which shall be deemed an original document, but all of which together shall be deemed one and the same agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

SIGNATURES ON THE FOLLOWING PAGE.

For: **Taylor Borough**

BY: Name _____
Authorized Representative

Title: _____

Signature: _____

Date: _____

BY: Name _____
Authorized Representative

Title: _____

Signature: _____

Date: _____

For: **Northeast Inspection Consultants, LLC. (NEIC)**

BY: Name _____ John Marino _____
Authorized Representative

Signature: _____

Date: _____