

STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (the "Agreement") is entered into by and between Community Options, Inc. ("COI") and the City of Mason, Ohio ("Mason") on this 19th day of October, 2015.

WHEREAS, COI is committed to developing employment opportunities to individuals with disabilities through training and technology; and

WHEREAS, Mason and COI have identified opportunities to further COI's mission while providing a benefit to the Mason community; and

WHEREAS, Mason and COI mutually desire to memorialize the terms of a Staffing Services Agreement in order to implement these mutual benefits.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. Mason and COI hereby enter into a contract for services that would include: litter removal in City parks and parking lots (not rights of way), picnic shelter cleanup (wash tables, sweep floors) and other duties as requested (the "Services"). The parties may expand the Services in the future to include assistance at the Mason Community Center ("MCC") such as washing tables, cleaning equipment and folding towels.
2. Mason will provide all needed equipment and supplies, such as buckets, trash pickers, bags, soap, gloves, brooms, etc. Upon execution of the Agreement, Mason shall identify the location where the equipment and supplies may be obtained each day. Upon completion of the daily Services, COI shall return the equipment and supplies to that same location unless instructed otherwise by Mason.
3. COI will provide individuals to perform the Services outlined above, pursuant to Exhibit A attached. These individuals shall not be considered employees of Mason and shall not receive any benefits normally accorded to Mason employees.
4. In consideration for the performance of the Services, Mason shall pay COI an amount not to exceed \$1,500 per month for the term of this Agreement. In the event that the Services are expanded as contemplated in Section 1 above, the Parties may amend the monthly payment amount by mutual agreement.
5. The Initial Term of this Agreement shall begin on the first day of November 2015, and continue until the last day of December, 2016, unless terminated earlier by either party. Upon completion of the Initial Term, this Agreement may be extended on a month-to-month basis by mutual agreement of the parties. At any time during the Initial Term or any extension thereof, both parties shall have the right to terminate this Agreement upon 30 days' written notice.

6. COI shall hold harmless, defend, and indemnify Mason and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of COI, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of Mason.

7. COI shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by COI, its agents, representatives, employees or subcontractors.
 - A. Coverage shall be at least as broad as:
 - i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$3,000,000** per occurrence, \$5,000,000 aggregate.
 - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering “any auto”, or if COI has no owned autos, “hired” and “non-owned” autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 - iii. **Workers’ Compensation:** as required by the State of Ohio, with Statutory Limits; and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

 - B. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status:** The City of Mason, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of COI.
 - ii. **Primary Coverage:** For any claims related to this contract, COI’s insurance coverage shall be primary insurance as respects Mason, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Mason, its officers, officials, employees, or volunteers shall be excess of COI’s insurance and shall not contribute with it.
 - iii. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Mason.

 - C. **Verification of Coverage:** COI shall furnish Mason with certificates of insurance evidencing coverages required herein, to be received by Mason before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive COI's obligation to provide them. Mason reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. All notices under this Agreement shall be in writing and may be delivered in person, by electronic mail, or by first class mail as follows:

If to Mason:

Jennifer Heft
City of Mason
6000 Mason-Montgomery Road
Mason, OH 45040
jheft@masonoh.org

If to COI:

Marc Davis
6699 Tri Way Dr
Mason, Ohio 45040

9. This Agreement represents the parties' entire agreement with respect to the matters specified herein.
10. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Ohio.
11. This Agreement is hereby executed by the duly authorized representatives of the parties as of the date first set forth above.


CITY OF MASON:

By


Eric Hansen
City Manager

COMMUNITY OPTIONS, INC.:

By

 10/19/15
MARC DAVIS

Its

PRESIDENT