
CONTRACT

This agreement made as of this 20th day of December, 2018, by and between the Amelia Village, Clermont County, Ohio hereinafter called the "Village" and Plum Good Lawn Care Service, LLC, 1509 West Concord Road, Amelia, Ohio 45102, hereinafter called the "Contractor."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Village, the Contractor hereby agrees with the Village to serve as an independent contractor to the Village in connection with the mowing of certain Village properties under the terms as stated herein.

1. The Contractor further agrees to provide such mowing service in a professional manner which reflects well on the Village and the company. It is expected that the Contractor will place Amelia Village at the top of their priority list. The Village expects prompt service of the highest quality.
2. The Contractor shall mow and trim once per week the following Village owned properties: Groh Park, Spencer Shank Park, Arrowhead Park, and the Pond at Sedona Ridge; (the Properties").
3. Upon request of the Mayor and approval of the Contractor, the Contractor shall mow and trim the Village owned cemeteries (the "Cemeteries").
4. The Village shall pay the Contractor Six Hundred Dollars (\$600.00) per week for mowing and trimming the Properties and as requested, the Cemeteries for a maximum total of Twenty Thousand Dollars (\$20,000.00).
5. The Contractor shall bill the Village at the beginning of each month, for the services provided in the previous month.
6. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Village.
7. The parties understand that the Contractor will be serving as an independent contractor and not as an employee of the Village.
8. The contractor shall provide documentation of insurance coverage, workers compensation coverage, and performance bonding as specified in the bid specification attached which shall include:
 - A. Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 per occurrence with respect to personal injury or death, and \$1,000,000.00 with respect to property damage.
 - B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Village premises.
 - C. The Contractor shall furnish to the Village certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior

EX
A

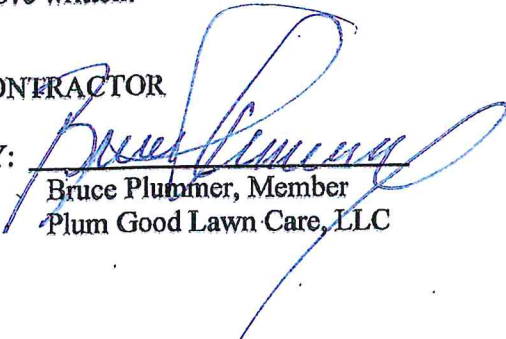
written notice to the Village. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

D. Each policy shall name the Village and its Mayor, Council, employees, and agents as additional insured.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and year first above written.


CONTRACTOR

BY:


Bruce Plummer, Member
Plum Good Lawn Care, LLC


AMELIA VILLAGE, OHIO


BY:


Todd Hart, Mayor

Approved as to Form:

BY:


William Gilpin, Fiscal Officer


Joseph Braun, Solicitor
Kathleen F. Ryan

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT (the "Amendment") is made as of this 21st day of December, 2018, by and among Amelia Village, Clermont County, Ohio ("Village") and Plum Good Lawn Care Service, LLC, 1509 West Concord Road, Amelia, Ohio, 45102 (the "Contractor").

1. Recitals

- 1.1 The Village and Contractor executed a Contract on December 20, 2018 regarding the provision of services to the Village which did not include the provision of general maintenance services.
- 1.2 All terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Contract.
- 1.3 The Village desires to supplement the general maintenance services provided by Village staff with additional maintenance services, as needed, by the Contractor.
- 1.4 The Village and Contractor are in agreement with the terms and conditions of this Amendment and desire to incorporate such terms and conditions into the Contract.

2. Scope of Services. The Contractor agrees to provide general maintenance services, on an as-needed basis, to the Village in a professional manner which reflects well on the Village and the Contractor. It is expected that the Contractor will place the Village at the top of its priority list. The Village expects prompt service of the highest quality.
3. Compensation. The Village shall pay Contractor \$15 (fifteen dollars) per hour for the provision of general maintenance services.
4. Applicability of Provisions. The parties subject to this Amendment to the Contract shall be subject to the obligations provided in paragraphs 5 through 8 of the Contract with respect to the general maintenance services rendered.
5. Term. The term of the Contract and this Amendment shall be from December 21, 2018 through December 31, 2019. Unless either party shall notify the other no less than thirty (30) days before the end of the term, this Agreement shall automatically continue from calendar year to calendar year thereafter.

EX.
B

IN WITNESS WHEREOF the parties hereunto set their hands on the day and year first above written.

CONTRACTOR:

AMELIA VILLAGE, OHIO

PLUM-GOOD LAWN CARE, LLC

BY: 
Bruce Plummer, Member

BY: 
Todd Hart, Mayor

Approved as to Form:

BY: 
William Gilpin, Fiscal Officer


Kathleen F. Ryan, Law Director