



Memorandum of Understanding Between Capabilities, LLC and Celina City Schools

Names of Parties:

This agreement is between Capabilities, LLC and Celina City Schools. Capabilities, LLC will be hereinafter Capabilities and Celina City Schools will be hereinafter Celina City Schools.

Length of Agreement:

This agreement is entered into this 8/19/2022 by and between Capabilities and Celina City Schools.

Reason for Agreement:

Capabilities will provide services to participants for Celina City Schools.

NOW, THEREFORE, in consideration of the mutual promises contained in the agreement, the parties agree as follows:

Term of this agreement is from 8/19/2022 through 6/30/2023. This agreement is annually renewable upon both parties' mutual consent and approval. This agreement may be terminated without cause by either party at any time, for any reason, by giving thirty (30) days advance notice in writing, to the other party, or at any time upon notice of writing if the termination is for cause.

Services and Rates

Transportation - *Flat fee of \$19.69 per trip*

Transportation can be provided by Capabilities as requested, as determined by Capabilities and Celina City Schools. Transportation will be provided as requested to or from the Project Search Program of Mercy County Community Hospital. Pick up points and times will be determined by Capabilities and Celina City Schools. Other necessary transportation services can be discussed and provided at the discretion of Capabilities and Celina City Schools.

Insurance

1. Capabilities shall have and keep in force a liability insurance policy and automotive liability insurance in minimum limits of \$1,000,000.
2. Each party to this agreement waives any and every claim which arises or may arise in its favor against the other party during the term of this agreement for any and all loss of, or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.
3. Insurance certificates can be provided to Celina City Schools upon execution of this agreement.

In providing all services pursuant to this contract, Celina City Schools shall abide by all statues, ordinances, rules and regulations, pertaining to, or regulating the provision of, such services including those now in effect and hereafter adopted.

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1. No person shall be excluded from participation in the services that are the subject of this agreement on the basis of country of origin or residence, race, creed, color, sex, age, handicap, national origin or source of payment.
 2. All questions, concerns and issues from a Person Served, Capabilities, or related parties concerning any services provided shall be addressed by Celina City Schools in a prompt and satisfactory manner.
 3. Capabilities will present a positive image of the Celina City Schools in all public modes of communication and promote the Celina City Schools as a source of quality services for persons with disabilities.
 4. Failure to comply with the terms of this agreement shall constitute just cause for termination of the agreement. If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
 5. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.
 6. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed through the United States Postal Service either by first class or certified mail and addressed to the undersigned at the address as stated in this agreement.

Signed this _____ day of _____, 202__.

Ken Schmiesing
Superintendent
Celina City Schools
585 E. Livingston St Celina, OH 45822

Gary Loach
Chief Financial Officer
Capabilities, LLC
124 S Front Street St. Marys, Ohio 45885
Federal ID # 34-1859776