

MEDIATION CENTER OF WICHITA
Contract for Sedgwick County Funds

This contract is entered into this _____ day of _____, 2012, but effective January 1, 2012 (the "effective date"), by and between the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "County," and Mediation Center of Wichita, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to make available certain services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor warrants that it is capable of providing the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Purpose. Contractor will provide mediation services for approximately 300 cases in the district court located in Sedgwick County, when appropriate. The desired result is an agreement between the parties without action by the court system. County agrees to pay the operating expenses necessary for the Mediation Center to coordinate, train, and administer the program pursuant to the limitations set forth in Paragraph 3 herein. Both parties assert and believe that Contractor is acting as an independent contractor and not as an officer, agent, or employee of County, in providing the services and performing the duties under this contract.

2. Term. The term of this contract commences January 1, 2012, or upon approval of this contract by both parties, and terminates December 31, 2012.

3. Compensation. Contractor and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Contractor for performance of this contract exceed the maximum amount of \$8,000.00.

4. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

5. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person

identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

6. Indemnification Agreement. Contractor hereby expressly agrees and covenants that it will hold and save harmless and indemnify Sedgwick County, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of Contractor or of any employee or agent of Contractor or any of them.

7. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws, resolutions, codes and regulations.

8. Handicapped Accessibility. Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

9. Equal Opportunity and Affirmative Action.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

- A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Contractor fails to comply with the manner in which Contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

- E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

10. Termination of Contract. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

Either party may terminate this contract for any reason upon thirty (30) days written notice to the other party, stating the effective date of the termination.

11. Reports and Information. Each calendar quarter during the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by Contractor under this contract are confidential. Contractor will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

12. Availability of Records. Contractor agrees to make any and all of its records and data available to County for the purpose of making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Both parties acknowledge the application of the Kansas Open Records Act (K.S.A. 45-215 et seq.), to the records and this agreement.

13. Method of Billing and Payment. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in paragraph 3 hereof, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount of this contract. Payment distribution will be made on a quarterly basis. Payment shall be mailed to Contractor's address as follows:

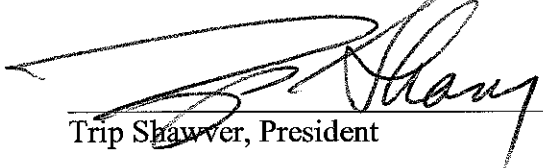
Trip Shawver, President
The Mediation Center of Wichita
225 N Market, Suite #15200a
Wichita KS 67202

14. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

15. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

IN WITNESS WHEREOF, County and Contractor have executed this contract as of the day and year first above written.

MEDIATION CENTER OF WICHITA



Trip Shawver, President

SEDGWICK COUNTY, KANSAS

David M. Unruh, Chairman, First District
Board of County Commissioners

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



Bill Raymond, Assistant County Counselor