

**CONTRACT FOR PROVIDING
VOLUNTEER TRANSPORTATION SERVICES
For Sedgwick County Department on Aging's Transportation Program
July 1, 2012 – June 30, 2013**

THIS Contract (the "Contract") is made and entered into this _____ day of _____, 2012 by and between Sedgwick County, Kansas, (hereinafter referred to as the "County") and City of Clearwater, Kansas, (hereinafter referred to as the "Contractor").

WITNESSETH

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

WHEREAS, Contractor warrants that it is fully competent and capable of providing the services hereinafter described in a safe and efficient manner.

NOW, THEREFORE, in consideration of the mutual covenants, promises and Contracts set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF RELATIONSHIP

- 1.1 **Contractual Relationship.** The County hereby engages and retains Contractor as an independent contractor and Contractor accepts said engagement and retention.
- 1.2 **Term.** This Contract shall become a legal and binding Contract upon signature of same by both parties, but shall be effective as of July 1, 2012 (the "Effective Date"). This contract terminates on June 30, 2013. Notwithstanding the foregoing, the term of this Contract may continue on a month to month basis for a reasonable time after June 30, 2013 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a new contract; and (B) funds are available for the new program year. Either party may terminate this Contract, in whole or in part, without stating any reason therefore by providing thirty (30) days written notice to the other party.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 **Purpose.** It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services as provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor.

ARTICLE 3: COMPENSATION FROM THE COUNTY

- 3.1 Compensation. Contractor and County expressly understand and agree that payments made to Contractor pursuant to the terms of this Contract shall be on a fee-for-service basis with a flat ride coordination fee of \$7.00/round-trip ride to be paid to the Contractor for every ride coordinated. The total paid to Contractor under this Contract for coordination services shall not exceed \$2,450.00 (350 units of coordinated round-trips – not per trip or individuals).
- 3.2 Billing Procedures. If services are provided in accordance with the terms of this Contract, County agrees to pay Contractor in accordance with the following terms:
- (A) Submission of Bills and Billing Content. The Contractor shall submit all billings to the County no later than the sixth (6th) of each month. These billings shall include: date of trip coordinated, description, number of passenger(s), outings coordinated, miles driven, number of volunteers, rate charged and totals.
 - (B) Billing Procedure. County will process the billings, verify information, and issue a check to Contractor pursuant to the County's standard purchasing procedures. The billing for June, 2013 may not carry over into the new funding year beginning July 1, 2013 for trip reimbursement. If in the event a June billing is not provided by July 10, 2013, or is combined with the new fiscal year beginning in July and submitted in August, trip reimbursement for June 2013 is forfeited.

ARTICLE 4: NON-DISCRIMINATION

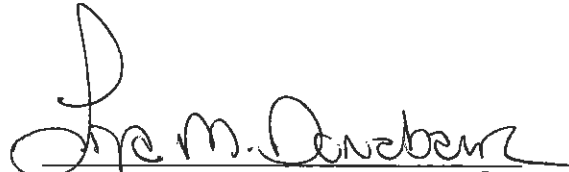
- 4.1 (A) The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (B) in all solicitations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

(E) the Contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Tim R. Norton, Chairman
Second District


~~Cheryl Wright, Clerk~~ LIZA M. DONABAUER
City of Clearwater, Kansas
129 E. Ross Avenue
P.O. Box 453
Clearwater, KS 67026
584-2311

Date: _____

Date: 5-29-12

ATTEST:

Kelly Arnold, County Clerk

APPROVED AS TO FORM:



Bill H. Raymond
Assistant County Counselor