

# CONTRACT

## FOR SERVICES UNDER \$20,000

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for mediation services is entered into by and between \_\_\_\_\_ (herein referred to as "Contractor"), and the City of Columbus, Franklin County Municipal Court (herein referred to as "City").

### WITNESSETH

WHEREAS, the City has a need for mediation services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

### ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

#### 1. Contract Term

The term of this Contract shall be from \_\_\_\_\_. This Contract shall not automatically renew.

#### 2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$18,000.00 unless additional funds are appropriated and authorized.

#### 3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\***.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### 4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550-93.)

#### 5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

#### 6. City's Contract Administrator/Contract Administration

Steve Eckstein, Assistant Court Administrator, will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

John Davenport  
Franklin County Municipal Court  
375 S. High St, 10<sup>th</sup> Flr  
Columbus, OH 43215

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. Invoices shall be submitted. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice thirty (30) days from receipt by the City.

**Invoices:** All invoices shall be submitted to: **Franklin County Municipal Court**  
**375 S. High St. 10<sup>th</sup> Flr**  
**Columbus, OH 43215**  
**Attn: Cherie Mollette**

10. **Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. **Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. **Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. **Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance/Indemnity

The Contractor shall, indemnify, protect, defend and hold harmless the City from any claim, loss or damage arising in any way from the Contractor's performance under the terms of this Contract and from any negligent or wrongful act or omission of the Contractor arising therein. Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage). **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person           \$500,000  
Each Accident       \$1,000,000

**Property Damage Liability:**

Each Accident       \$500,000  
All Accidents       \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

*EXHIBITS A, B AND C MUST BE ATTACHED HERETO.*

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

AGREED:

Franklin County Municipal Court

Paul M Herbert, Administrative and Presiding Judge

Approved As To Form:

Signature on File with Auditor's Office  
City Attorney Date

\_\_\_\_\_  
Signature Date

**C & B Services, LLC**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
**Printed Name and Title**  
Federal ID Number: 11-3824347

Please list remit address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

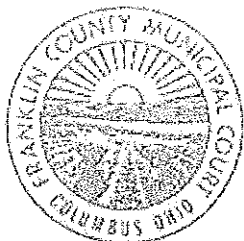
## EXHIBIT A

The contractor shall provide mediation services in support of cases referred to mediation by the Municipal Court Judges and Magistrates. Services shall include:

1. Conduction of the mediation
2. Preparation of documentation memorializing agreements reached in mediation.

The contractor shall be compensated for the above services:

1. Eighty dollars (\$80.00) per mediated case.
2. Twenty five dollars (\$25.00) per case where the mediator comes to court but the mediation was not conducted.



**FRANKLIN COUNTY MUNICIPAL COURT**

**Small Claims Division and  
Dispute Resolution Program  
375 South High Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215-4520  
Telephone (614) 645-7381  
Fax (614) 645-8465**

February 7, 2012

Richard C. Pfeiffer, Jr.  
Columbus City Attorney  
90 W. Broad St.  
Columbus, OH 43215

Dear Mr. Pfeiffer,

Pursuant to directions from Keith Bartlett, Court Administrator, the Court wishes to waive the requirements of Paragraphs 19 of the Contract for the following mediators. These mediators do not have employees and are not required to have this coverage.

Tom Bailey  
Todd Brubaker  
Shirley Cochran  
Chris Cottrell  
Saundra Cunningham  
Erin Donovan  
Jeanne Likins

Kay McGovern  
John Minter  
Belinda Ohlinger  
Amanda Ralph  
Pam Saunders  
Chris Scott

Please let me know if you have any questions.

Sincerely,

Eileen Pruett, Manager  
Small Claims Division and Dispute Resolution Department  
Franklin County Municipal Court  
375 S. High Street 16<sup>th</sup> floor  
Columbus, OH 43215  
614-645-8500  
Fax 645-8465  
Pruette@femcclerk.com

Field Code Changed

EXHIBIT C

Letterhead

Date

Richard C. Pfeiffer, Jr  
Columbus City Attorney  
90 W. Broad St  
Columbus, Ohio 43215

Dear Mr. Pfeiffer,

I am entering into a contract for mediation services with the Franklin County Municipal Court. Section 19 of the contract requires proof of coverage for worker's compensation. Since I do not have any employees, I do not have worker's compensation coverage.

If you have any questions, I can be reached at XXXXXXXX

Sincerely,