

CONTRACT BETWEEN CLEVELAND MEDIATION CENTER AND the UNIVERSITY HEIGHTS CITY BEAUTIFUL CORPORATION FOR PROFESSIONAL SERVICES for COMMUNITY MEDIATION

ARTICLE I

Parties

This contract is by and between the University Heights City Beautiful Corporation and Cleveland Mediation Center (CMC). This contract is intended to establish a cooperative and mutually beneficial relationship between the parties for community mediation services in the City of University Heights. The parties agree to the following terms.

Grant Term:

The services provided under this Agreement shall commence on the **1st day of January 2026** and end on the **31st day of December 2026**.

Purpose

CMC will provide mediation services to the City of University Heights so that conflicts can be resolved by a neutral third party. This contract outlines that process.

ARTICLE II

Scope of Services

The City of University Heights will refer residents in conflict to Cleveland Mediation Center for mediation services.

CMC will facilitate mediations and conflict coaching to address disputes between community members. In mediation, a neutral third party facilitates discussion between disputing parties to help them create a solution that addresses everyone's concerns. In conflict coaching, a mediator supports parties in thinking through ways to resolve the conflict on their own when one or more parties does not wish to participate in mediation.

CMC will contact the residents who are referred to mediation, will explain the mediation process and will determine if it is appropriate for mediation. If it is appropriate and both parties wish to move forward, CMC will schedule the mediation at a time and location that is convenient for both parties. Mediation can be in-person or virtual depending on the preferences of the parties.

In mediation, CMC will support the parties in hearing each other and will help the parties identify possible solutions. If the parties wish, CMC can support them in creating a written document of their agreements, which the parties can also sign. In some cases when both parties do not wish to mediate, CMC will provide conflict coaching so that parties can resolve the issue on their own. Examples of conflicts CMC can address through community mediation include neighbors disputing property lines, people stealing political signs during political campaigns, noise related issues, and other nuisance issues such as trash and upkeep of the property.

ARTICLE III

Compensation and Method of Payment:

The total contract amount with CMC is \$2,000 for the grant term. CMC will be compensated \$150 per mediation for a total of 13 mediations. CMC will submit a record of the mediations completed on a monthly basis to University Heights City Beautiful Corporation for payment.

ARTICLE IV

Reports and Records

CMC shall maintain the confidentiality of mediation records. All communication with the parties before, during, and after the mediation shall remain confidential. If the parties decide to sign a written agreement, that document can be shared.

ARTICLE V

Termination and Amendment

This agreement may be terminated by either party giving sixty (60) working days written notice. The parties' obligations under Articles III and IV shall survive termination.

This agreement may be renegotiated at any time by mutual agreement.

ARTICLE VI

Indemnification:

Cleveland Mediation Center shall not be responsible for any claims arising from the negligence of the University Heights City Beautiful Corporation in connection with this Contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

University Heights City Beautiful Corporation

By: _____

Name: _____

Title:

Cleveland Mediation Center

By: _____

Name: **Danielle Cosgrove**

Title: **Executive Director**