

SEDGWICK COUNTY, KANSAS

**AGREEMENT WITH CITY OF DERBY
To Administer Drug and Alcohol Program**

This Contract entered into as of this _____ day of _____, 2013, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Derby, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County's COMCARE department is a licensed community medical health center, and a certified alcohol and drug treatment center, and desires to support City in their effort to make drug and alcohol abuse assessment, treatment, and treatment services available to the students of Derby and their families; and

WHEREAS, County maintains the administrative capability and professional expertise to provide such technical support; and

WHEREAS, County and City desire to state the terms and conditions under which County will provide said services.

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

1. Purpose. It is understood and agreed by the parties it is the purpose of this contract that County will provide administration services related to City's Special Liquor Tax funds as defined by KSA 79-41a04 regarding local alcoholic liquor funds and outlined in Appendix A.
2. Employment. City hereby agrees to engage County as an independent contractor and County hereby agrees to fulfill the purpose, goals, and objectives specified in Appendix A hereof as an independent contractor.
3. Compensation. In exchange for these services City agrees to pay County the sum of \$4,500, payable in two equal installments due the first day of April 2013 and first day of December 2013 and upon a presentation of an invoice by County.
4. Term. The term of this contract shall be from January 1, 2013 through December 31, 2013. This contract may continue for a reasonable time after December 31, 2013 if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2014.
5. Termination. Either party may terminate this agreement by giving sixty (60) days written notice to the other party of intent to terminate the agreement. Said agreement shall terminate upon the expiration of said sixty (60) days. This agreement may be modified by written addendum mutually agreed upon and signed by the parties hereto.
6. Nondiscrimination. The parties hereto agree to observe and enforce the following statement to ensure compliance with the Civil Rights Act of 1964, as amended: It shall be an unlawful, discriminatory

practice for any person to refuse, deny, make a distinction, directly or indirectly, or discriminate in any way against persons because of race, religion, color, sex, physical handicap, national origin, or ancestry of such person in the full and equal use and enjoyment of the services, facilities, privileges, and advantages of County or City.

7. Indemnification. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, 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 such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

8. Governing Law. This agreement shall be enforced and construed according to the laws of the State of Kansas.

9. Savings Clause. All agreements, clauses, and covenants contained herein are severable, and in any event of them shall be held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement shall be interpreted as if such unconstitutional, invalid, or unenforceable agreements, clauses, or covenants were not contained herein.

In witness whereof, the parties hereto have executed this agreement to be effective on the day and year first above written.

ATTEST:

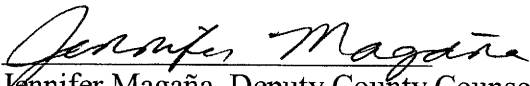
SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk

Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY

CITY OF DERBY



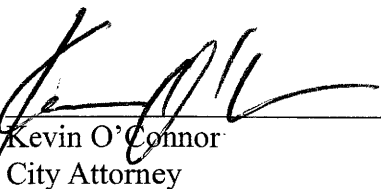
Jennifer Magaña, Deputy County Counselor



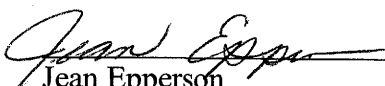
Kathleen B. Sexton, City Manager

Approved as To Form:

Attest:



Kevin O'Connor
City Attorney



Jean Epperson
Director of Finance/City Clerk

APPENDIX A Scope of Services

It is mutually agreed by and between the City of Derby, Kansas, and the Board of County Commissioners of Sedgwick County, Kansas, that it is the intent of this contract for the County to provide certain administrative services to the City related to the Special Liquor Tax fund. The purpose of this exhibit is to define the scope of the services to be provided.

Services will include the following:

A. Request for Proposal (RFP) Development

- Assist City in the development and issuance of an RFP to select providers and allocate funds to meet identified City needs.
- Coordinate the selection process to identify successful bidders in the RFP process.

B. Monitor and Refine Outcome Based Measurements

- Help City identify desirable outcomes for proposed services.
- Work with those agencies selected to report on and evaluate their performance using outcome measurements annually.
- Provide technical assistance to agencies regarding outcomes and suggest revisions when measurements are not appropriate.
- Conduct bi-annual site visits to selected providers to ensure services are being offered as reported.
- Prepare an annual performance report for City.
- Offer suggestions to City for continuous program improvement.

C. Contract Administration

- Develop and execute contracts with selected providers to establish terms, services, and rates.
- Re-establish list of service providers for the fourth year.
- Provide recommendations to City annually on contract renewals.

D. Financial Management

- Receive and review funded provider invoices for correctness and appropriate documentation, approve invoices that are ready for payment, and process those payments to providers.
- Monitor agency invoices to ensure contracted amounts are not over-expended.
- Provide a financial report to the City on a quarterly basis.