

AGREEMENT TO ADMINISTER A DRUG AND ALCOHOL PROGRAM

**by and between
SEDGWICK COUNTY, KANSAS
and
CITY OF DERBY, KANSAS**

This Agreement entered into this ____ day of _____ 2017, by and between Sedgwick County, Kansas ("County") and the City of Derby, Kansas ("City" or "Contractor").

WITNESSETH:

WHEREAS, County's COMCARE department is a licensed community mental health center, and a certified alcohol and drug treatment center; and

WHEREAS, County desires to support City in its effort to make substance abuse assessment, treatment, and educational services available to the students of Derby and their families; and

WHEREAS, County maintains the administrative capability and professional expertise to provide such 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.** County will provide administration services related to City's Special Liquor Tax Funds, as those funds are defined in K.S.A. 79-41a04. Such administration services will be provided as required by K.S.A. 79-41a04 and as outlined in Appendix A hereto.

2. **Term.** The term of this Agreement shall be for one (1) year commencing January 1, 2017, and ending December 31, 2017. This Agreement may continue for a reasonable time after December 31, 2017, if both parties agree to continue operating under the terms of this Agreement while they are actively developing a contract for 2018.

3. **Compensation.** City agrees to pay County, in two equal installments, the sum of \$3,200.00. The first payment is due April 1, 2017; the second is due December 1, 2017. Payment requires presentation of an invoice from County. Total payment to County shall not exceed \$3,200.00

4. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Scope of Services) and Appendix C (Budget) are attached hereto and made a part hereof as if fully set forth herein.

Sedgwick County General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between City and County is of a contractual nature. Both parties assert and believe that County is acting as an independent contractor in providing the goods and services and performing the duties required by City hereunder. County is at all times acting as an independent contractor and not as an officer, agent, or employee of City. As an independent contractor, County, or employees of County, will not be within the protection or coverage of City's worker's compensation insurance, nor shall County, or employees of County, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to County.

2. **Authority to Contract.** The parties agree that each possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of the party's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of party to act in connection with the application and to provide such additional information as may be required.

3. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Comprehensive Community Care of Sedgwick County (COMCARE)
Attn: Marilyn Cook, Executive Director
934 N. Water
Wichita, KS 67203

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

City: City of Derby, Kansas
Attn: Brandon Russell
229 N. Baltimore
Derby, KS 67037

4. **Termination.** Either party may terminate this Agreement upon sixty (60) days' written notice stating the effective date thereof.

5. **Hold Harmless.** Both parties hereby agree that they will each hold and save harmless and indemnify the other party, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage arising out of any act or omission of such party or of any

elected and appointed official, officer, manager, member, employee or agent of that party, to the degree such indemnification is allowed by law.

6. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

8. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

9. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

10. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver.

11. **Force Majeure.** The parties shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of the parties. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by County's employees, and freight embargoes.

12. **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Written modifications and addenda to the executed Agreement
- b. This Agreement document

13. **Nondiscrimination and Workplace Safety.** The parties agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

14. **Retention of Records.** Unless otherwise specified in this Agreement, the parties agree to preserve and make available at reasonable times all of their books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

15. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

16. **Disclaimer of Liability.** The parties shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

David M. Unruh, Chairman
Commissioner, First District

CITY OF DERBY, KANSAS

Kathleen B. Sexton
City Manager

APPROVED AS TO FORM ONLY:

Misha C. Jacob-Warren
Assistant County Counselor

APPROVED AS TO FORM ONLY:

Jacqueline R. Butler
City Attorney

ATTESTED TO:

Kelly B. Arnold
County Clerk

ATTESTED TO:

Karen Friend Jean Epperson
Deputy City Clerk

APPENDIX A

Scope of Services

It is mutually agreed by and between City and County that County will 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
 - 1. Assist City in the development and issuance of an RFP(s) to select providers and allocate funds to meet identified City needs.
 - 2. Coordinate the selection process to identify successful bidders in the RFP process.
- B. Monitor and Refine Outcome-Based Measurements
 - 1. Help City identify desirable outcomes for proposed services.
 - 2. Work with those agencies selected to report on and evaluate their performance using outcome measurements bi-annually.
 - 3. Provide technical assistance to agencies regarding outcomes and suggest revisions when measurements are not appropriate.
 - 4. Conduct bi-annual site visits to selected providers to ensure services are being offered as reported.
 - 5. Prepare an annual performance report for City.
 - 6. Offer suggestions to City for continuous program improvement.
- C. Contract Administration
 - 1. Develop and execute contracts with selected providers to establish terms, services, and rates.
 - 2. Re-establish list of service providers for the fourth year.
 - 3. Provide recommendations to City annually on contract renewals.
- D. Financial Management
 - 1. Receive and review funded provider invoices for correctness and appropriate documentation, approve invoices that are ready for payment, and process those payments to providers up to a total annual amount of \$15,500 on a fee-for-service basis.
 - 2. Monitor agency invoices to ensure contracted amounts are not over-expended.
 - 3. Provide a quarterly financial report to the City.
 - 4. Funds not expended before December 31, 2017, must be returned to City

APPENDIX B
Budget

CATEGORY	AMOUNT
Administrative Services	\$3,200.00
Total Allocation Amount Available for Providers	\$15,500.00
TOTAL	\$18,700.00