

COLLABORATION AGREEMENT

BETWEEN

SEDGWICK COUNTY

AND

CITY OF WICHITA

This Collaboration Agreement ("Agreement") is made and entered into this 9th day of September 2025, by and between Sedgwick County, Kansas ("County") and the City of Wichita, a Kansas municipal corporation ("City"), individually referred to as "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, both City and County anticipate to receive certain Municipalities Fight Addiction Fund ("MFAF") funds paid pursuant to the Kansas Fights Addiction Act; and

WHEREAS, Parties desire to collaborate on the procurement and funding of joint proposals and expenditures related to opioid abatement, education, and prevention programs within the County and City, in order to maximize the impact and effectiveness of the MFAF funds; and

WHEREAS, Parties acknowledge the importance of coordinating their efforts to address the opioid crisis and its impact on their respective communities; and

WHEREAS, Parties seek to establish guidelines for allocation of such funds and procurement of services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to define the roles and responsibilities of the Parties with respect to the procurement, funding, and implementation of joint proposals and expenditures related to the Opioid Settlement funds.

2. **Term.** This Agreement will begin on the date first written above for a period of one (1) year (Initial Term). Parties agree that at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for a further one (1) year terms on the same terms and conditions as contained in this Agreement and any properly executed amendments thereto, unless terminated in accordance with this Agreement by either Party.

3. Termination; Effect. Either party may terminate this Agreement with sixty (60) days' written notice to the other party but in no event later than June 1st of given year during which this Agreement is active. This Agreement may be terminated immediately upon mutual written agreement of the Parties. Termination of this Agreement shall be without prejudice to any rights or obligations accrued to either Party prior to the effective date of termination. Termination of this Agreement shall not affect the Parties' obligations with respect to any pending published Requests for Proposals and Requests for Bids ("RFP" and "RFB") or programs that are already underway at the time of termination, agreements nor any existing agreements, whether mirrored or joined, which involve purchasing of goods or services by the Parties with MFAF funds. The Parties shall continue to fulfill their respective responsibilities for such ongoing initiatives until their completion or until alternative arrangements are mutually agreed upon in writing.

4. Scope of Collaboration.

a. Joint Proposals. Parties agree to collaborate on development of joint Requests for Bids and Requests for Proposals ("RFP" and "RFB") for goods or services for which Parties anticipate to jointly use MFAF funds allocated to each Party. Such proposals shall be developed in consultation with the Wichita-Sedgwick County Addiction Intervention Coalition advisory board. Parties agree that such RFPs and RFBs will clearly indicate that the costs for contracted goods or services shall be equally split between County and the City and that no agreement will be final without approval of both County and City's governing bodies. Such RFPs and RFBs shall be advertised through County and be subject County's standard bidding process subject to modifications outlined in this Agreement.

b. Funding Commitment. Parties shall maintain possession and control of their respective MFAF funds. Both City and County agree to commit one hundred percent (100%) of MFAF funds that the Parties receive in their individual capacity to further the goals of opioid and substance use disorder abatement, education, and prevention. Parties agree to spend committed funds on eligible expenditures as specified in subsection 4c below by way of joint procurement of goods and services through RFPs and RFBs processes or for joint contracts or purchase orders exempt from competitive bidding, as such may be appropriate.

c. Eligible Expenditures. Parties agree that committed MFAF funds may be used for approved projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction through means including, but not limited to prevention, treatment, recovery, education, harm reduction, and stigma reduction programs, as well as performance & compliance monitoring and assessments of contracted services. Such expenditure shall be done in compliance with applicable Kansas laws, regulations, and relevant memorandums of understanding or agreements entered by and between each respective Party and the Kansas Attorney General's Office.

d. Annual Budget Review and Allocation. Each year, the Parties shall jointly prepare an annual budget update related to the MFAF. This update shall include a summary of the current account balance for each Party, projected annual funding from the State of Kansas, and a recommendation for the amount of funds to be allocated toward eligible programs, services, and administrative expenses for the upcoming fiscal year. The budget update shall be completed in consultation with the Wichita-Sedgwick County Addiction Intervention Coalition advisory board and presented to both governing bodies for review and approval.

5. Respective Obligations.

a. City and County, in consultation with Wichita-Sedgwick County Addiction Intervention Coalition advisory board, shall both collaborate on drafting the RFPs and RFBs for goods or services directed at addressing substance abuse intervention in the community.

b. Parties agree that for purposes of this Agreement, County shall publish, solicit, and receive joint procurements of goods and services contemplated under this Agreement. County and City shall both independently be responsible for facilitating adherence to their respective purchasing policies & procedures for their respective agencies. Instances of conflict between City and County purchasing policy & procedure will result in the most restrictive application being applied. Accordingly, procurements shall be governed by County's Charter Resolution 68, City's City Code 2.64, and City's Administrative Regulation 1.2(a) subject to modifications contained herein.

c. Parties agree to follow the following creation and procurement process of joint RFPs and RFBs:

1. Procurement shall be governed by County's Charter Resolution 68, City's City Code 2.64, and Administrative Regulation 1.2(1) subject to the most restrictive policy and purchasing procedure including modifications contained herein.
2. Wichita-Sedgwick County Addiction Intervention Coalition advisory board will provide recommendations to both City and County's purchasing departments regarding types goods or services that should be pursued in tackling drug use addiction in the community.
3. County and City's purchasing departments will consult with Wichita-Sedgwick County Addiction Intervention Coalition advisory board when creating the scope of work to be included in the RFPs and RFBs, grading criteria for submitted proposals and bids, and measurable outcomes used for subsequent evaluation of services, as such may be applicable or appropriate.
4. County will publicly advertise such RFPs and RFBs for an appropriate period of time, which may vary based on the type of purchase. Any and all such joint RFPs and RFBs will include a notice to all prospective vendors that the award of the contract to the winning bidder is contingent upon approval of the award by both governing bodies in their separate individual capacity.
5. All submitted responses from prospective vendors or service providers to all such RFPs and RFBs shall be provided to Wichita-Sedgwick County Addiction Intervention Coalition advisory board for evaluation and grading.
6. Wichita-Sedgwick County Addiction Intervention Coalition advisory board shall evaluate all such proposals and bids and provide such evaluation scorings and recommendations to County and City's purchasing departments accordingly. All evaluations shall be documented utilizing a combined City and County Ranking Form reflecting the joint proposal's solicited Evaluation Criteria requiring evaluation committee member identification of name and signature certifying their respective evaluations. County and City-assigned staff shall assist Wichita-Sedgwick County Addiction Intervention Coalition with interpretation and assessment of certain aspect of submitted bids and responses, including, but not limited to: determination whether the responding party submitted all of the solicited requirements, determining responsiveness and responsibility as part of the City and County purchasing departments facilitation of evaluation of bids or proposals;

insurance requirements and adequacy of submitted certificates of insurance; applicability of sales tax exemptions and as otherwise may be necessary. City and County purchasing departments shall make good faith efforts to resolve any instances of conflict arising out of conflicting determinations by such departments. Unresolved instances of conflict shall be escalated to respective designated offices specified in Section 6 of this Agreement.

7. County's Purchasing Director shall present the recommendations to County's Board of Bids and Contracts. City's Purchasing Manager shall present Wichita-Sedgwick County Addiction Intervention Coalition advisory board Staff Screening & Selection Committee recommendations to City's Board of Bids & Contracts.
8. If approved by County's Board of Bids and Contracts, such recommendations of the Board of Bids and Contracts shall be presented to County governing body. If approved by City's Board of Bids & Contracts, such recommendations shall be presented to City governing body.
 - a. For County, such recommendations will be presented by the Purchasing Director as part of regular presentations of reports of the Board of Bids and Contracts' meetings.
 - b. For City, such recommendations will be presented by the Purchasing Manager as part of regular presentations of reports of the Board of Bids & Contracts.
9. Upon vote and approval of both County's and City's governing bodies, County's Purchasing Director and City's Purchasing Manager shall have the authority to authorize, enter into, negotiate and/or sign all purchase orders and/or contracts related to purchases made under this provision, including change orders and/or contract amendments for their respective agencies in compliance with their respective purchasing policies & procedures. In order for such contracts and/or purchase orders be effective, both City and County shall have to execute mirrored agreements or joint agreements with the vendor and the same prerequisite shall be clearly stated in the RFPs and/or RFBs.
10. County and City shall pay their respective shares of costs pursuant to executed agreements mutually agreed to and shall not be required to pay for the other Party.
11. In instances where City or County do not approve a purchasing recommendation arising out of a joint RFP or RFB, such procurement shall not move forward.
 - d. Parties acknowledge that situations may arise where there might be a valid exception to competitive bidding. Exceptions to competitive bidding are listed in Section IV of County's Charter Resolution No. 68 and City's City Code 2.64.020.
 - e. When a valid exception to competitive bidding exists for goods or services recommended for procurement by Wichita-Sedgwick County Addiction Intervention Coalition advisory board, the following shall apply:
 1. County's Purchasing Director and City's Purchasing Manager will document the exception under the applicable Charter 68 and City Code 2.64 term and provide such documentation to the Wichita-Sedgwick County Addiction Intervention Coalition advisory board when both purchasing departments agree. In instances of disagreements County and City shall make good faith efforts to resolve any such disagreements. Unresolved instances of conflict shall be escalated to respective designated offices specified in Section 6 of this Agreement.

2. County's Purchasing Director shall present the purchase recommendations to County's Board of Bids and Contracts. City's Purchasing Manager shall present the purchase recommendations to City's Board of Bids & Contracts.
3. If approved by County's Board of Bids and Contracts, such recommendations of the Board of Bids and Contracts shall be presented to County governing body. If approved by City's Board of Bids & Contracts, such recommendation of the Board of Bids & Contracts shall be presented to City governing body.
 - a. For County, such recommendations will be presented by the Purchasing Director as part of regular presentations of reports of the Board of Bids and Contracts' meetings.
 - b. For City, such recommendations will be presented by the Purchasing Manager as part of regular presentations of reports of the Board of Bids & Contracts.
4. Upon vote and approval of both County's and City's governing bodies, the County's Purchasing Director (City's Purchasing Manager shall have the authority to authorize, enter into, negotiate and/or sign all purchase orders and/or contracts related to purchases made under this provision, including change orders and/or contract amendments. In order for such contracts and/or purchase orders be effective, both City and County shall have to execute mirrored agreements or joint agreements with the vendor and the same prerequisite shall be clearly stated in the RFPs and/or RFBs.
5. County and City shall pay their respective shares of costs pursuant to executed agreements and shall not be required to pay for the other Party.
 - f. MFAF funds committed pursuant to this Agreement shall remain in the possession and control of each respective Party, and it shall be the responsibility of each individual Party to pay for its respective share of jointly procured purchase orders or contracts.
 - g. Parties shall be responsible for their respective annual reporting requirements for the expenditure of MFAF funds to the State of Kansas's Attorney General.

6. Informal Dispute Resolution. Preferred resolution of disputes arising out of this Agreement will take place informally between the Parties involved. To effectuate any such informal dispute resolution City designates its City Manager's Office and County designates its County Manager's Office as representatives of each Party who shall be tasked with engaging in good faith communication and efforts to amicably resolve any such dispute to the satisfaction of both Parties. Nothing in this section shall be construed to prevent either Party from utilizing assistance of their respective legal counsel. In the event Parties are unable to reach an amicable resolution informally, nothing in this section shall be interpreted or construed to limit or restrict either Party's ability to seek any remedy that such Party deems appropriate, subject to limitations imposed by applicable state and federal laws and regulations.

7. Contractual Relationship.

- a. In the performance of this Agreement the County and City shall act at all times as independent entities. Parties agree that this Agreement does not create any agency, partnership, joint venture, or employer/employee relationship between County and City.
- b. Neither Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party, except as specifically set forth in this Agreement. Neither Party

shall make any commitments, incur any charges, or enter into any contracts or agreements in the name of or on behalf of the other Party except as allowed by this Agreement.

c. No elected official, officer, director, employee, agent, or representative of either Party shall be deemed to be an employee, agent, or representative of the other Party for any purpose. Neither Party's employees shall be entitled to any benefits, coverages, or privileges, including without limitation social security, unemployment, medical or pension benefits, made available to the employees of the other Party.

d. Each Party shall be solely responsible for providing all wages, benefits, insurance, and other compensation for its own elected officials, officers, employees, and agents. Each Party shall maintain exclusive control over its personnel and operations.

e. Each Party shall be solely responsible for any and all tax liabilities, including but not limited to income tax withholding, payroll taxes, and any other taxes or fees imposed on it by applicable laws, related to the compensation it provides to its own elected officials, officers, employees, and agents.

f. Each Party shall be solely liable for its own acts and omissions and those of its elected officials, officers, directors, employees, and agents. Neither Party shall be responsible or liable for the acts or omissions of the other Party or its elected officials, officers, directors, employees, or agents.

g. The Parties shall maintain separate books and records for their respective operations and activities related to Opioid Settlement proposals and expenditures. Each Party shall be responsible for its own financial management and reporting obligations.

h. Notwithstanding their independent status, the Parties agree to cooperate in good faith to achieve the objectives of this Agreement and to coordinate their efforts in implementing proposals and expenditures contemplated by this Agreement for the benefit of their respective communities.

8. Authority to Contract. Each Party assures it possesses legal authority to contract under this Agreement; that resolution, motion, or similar action has been duly adopted or passed as an official act of each respective governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the persons identified as the official representatives of the Parties to act in connection with the application and to provide such additional information as may be required.

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

County: Sedgwick County Manager's Office
Attn: Contract Notification
100 North Broadway, Suite 630
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

City: City of Wichita Manager's Office
Attn: Donte Martin

455 N. Main
Wichita, Kansas 67202

and

City of Wichita Law Department
Attn: Contract Notification
455 N. Main, 13th Floor
Wichita, Kansas 67202

10. Hold Harmless. Parties shall mutual indemnify each other, and their respective elected and appointed officials, officers, managers, members, employees, and agents, against any and all loss or damage to the extent such loss and/or damage arises out of each Party's respective negligence and/or willful, wanton, or reckless conduct arising from this Agreement. Neither Party shall hold harmless or indemnify one another beyond that liability incurred under Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

11. 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.

12. 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.

13. Force Majeure. Neither Party shall be held liable if the failure to perform under this Agreement arises out of causes beyond the control of such Party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, pandemics, quarantine, strikes other than by Contractor's employees, and freight embargoes.

14. Confidentiality. Parties, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in executing assigned responsibilities under this Agreement and the production of records. In addition, Parties may have access to private or confidential data maintained by the other Party to the extent necessary to carry out respective responsibilities under this Agreement and shall maintain such information securely and confidentially. Each Party shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either Party except as authorized by statute, either during the period of the Agreement or thereafter. Both Parties must agree to return any or all data furnished by each respective Party to the other promptly at the request of either Party in whatever form it is maintained by the Party in possession of such data. Upon the termination or expiration of this Agreement, neither Party shall not use any of such data or any material derived from the data for any purpose without authorization of another Party.

15. Anti-Discrimination Clause. Parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age

Discrimination in Employment Act (K.S.A. 44- 1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U. S. C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the either Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by the nonbreaching Party, without penalty thereto; and (f) if it is determined that the either Party has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by nonbreaching party, without penalty thereto.

16. 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.

17. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

18. Cash Basis and Budget Laws: The rights of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that both Parties shall at all times stay in conformity with such laws, and as a condition of this Agreement, Parties reserve the right to unilaterally terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

19. Arbitration, Damages, Jury Trial and Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has consented to a jury trial to resolve any disputes that may arise hereunder. Both parties waive their right to a jury trial to resolve any disputes that may arise hereunder.

20. Retention of Records. Unless otherwise specified in this Agreement, Parties agrees to preserve and make available to one another, at reasonable times, all of its 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 the above-mentioned retention period.

21. 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.

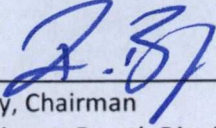
22. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement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

23. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

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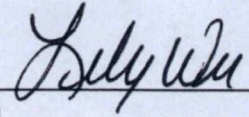
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year of first written above.

SEDGWICK COUNTY, KANSAS



Ryan Baty, Chairman
Commissioner, Fourth District

CITY OF WICHITA, KANSAS



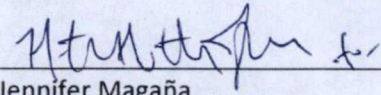
Lily Wu
Mayor

APPROVED AS TO FORM ONLY:



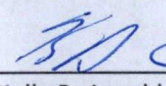
Armand Shukaev
Assistant County Counselor

APPROVED AS TO FORM ONLY:



Jennifer Magaña
City Attorney and Director of Law

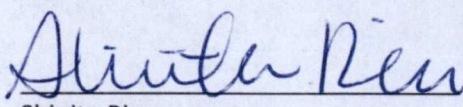
ATTESTED TO:



Kelly B. Arnold
County Clerk



ATTESTED TO:



Shinita Rice
Deputy City Clerk

