

4798-13
#38-21-000058

FUNDING AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
SUMNER COUNTY HEALTH DEPARTMENT
For South Central Metropolitan Region (SCMR)

This Agreement is made and entered into this day 4 of November, 2024, by and between Sedgwick County, Kansas, on behalf of its Health Department ("SCHD") and the Sumner County Health Department ("Fiscal Agent").

WITNESSETH:

WHEREAS, The Kansas Department for Health and Environment ("KDHE") through its Bureau of Community Health Systems ("BCHS") desires to build and strengthen the abilities of public health departments for the purpose of supporting Strategic National Stockpile ("SNS") preparedness and response planning activities. The Sumner County Health Department, which is designated as the lead fiscal agent for the Wichita SCMR ("South Central Metro Region") and is comprised of Butler, Cowley, Harvey, Marion, Reno, Sedgwick, and Sumner Counties, desires to administer the funding for the SCMR; and

WHEREAS, SCMR is allocating Funds to SCHD's Public Health Emergency Preparedness ("PHEP") program; and

WHEREAS, PHEP through SCHD, would like to be reimbursed for SCMR expenses including staff salaries through the designated fiscal agent used by SCMR; and

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, SCHD and SCMR hereby agree as follows:

1. **Purpose.** The sole purpose of this Agreement is to define the financial relationship between the Parties as it relates to the provisions of Funds by SCMR to SCHD.
2. **Term.** The term of this Agreement shall commence no earlier than July 1st of the year of this contract or written above and shall expire on June 30, 2025. Parties may renew this Agreement annually by written agreement.
3. **County Funding Use and Reports.** SCMR through Fiscal Agent agrees to provide invoiced reimbursement payments to SCHD, not to exceed \$ 5,000 through the contracted term. SCHD shall use the invoiced reimbursement payments for SCMR expenses and staff salaries as described in Attachment A. County shall provide reports related to the use of Funds as reasonably required by Fiscal Agent, SCMR, and KDHE.
4. **Incorporation of Documents.** Attachment A (KDHE Fiscal Agent SCMR agreement), Attachment B (Budget Status by Fund/Dept example), Attachment C (PHEP Regional Guidance), and Attachment D (PHEP Regional Workplan), are attached hereto and is made a part hereof as if fully set forth herein.
5. **Contractual Relationship.** It is agreed that the legal relationship between Fiscal Agent, SCMR, and SCHD is of a contractual nature. Both parties assert and believe County is acting as an independent contractor and not an employee by Fiscal Agent or SCMR.

6. **Authority to Contract.** Fiscal Agent and SCMR assures they 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 the entity'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 Fiscal Agent and SCMR to act in connection with the application and to provide such additional information as may be required.

7. **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: Sedgwick County Health Department
Attn: Stephanie Kowaleski
1900 E 9th St N
Wichita, Kansas 67214

and

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

Funding source: Sumner County Health Department
Attn: Kelly Lacey
217 W 8th, St. 1 and 2
Wellington, Kansas 67152

8. **Termination For Cause.** In the event of any breach of the terms or conditions of this Agreement by either Party, or in the event of any proceedings in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, the non-violating Party may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to the violating Party on account thereof, by written notice, terminate immediately all or any part of this Agreement.

9. **Complete 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.

10. **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.

11. **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.

12. 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.

13. 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.

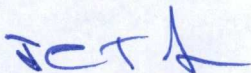
14. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures 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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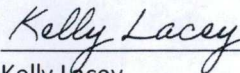
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS:



Thomas J. Stolz
County Manager

SUMNER COUNTY HEALTH DEPARTMENT:



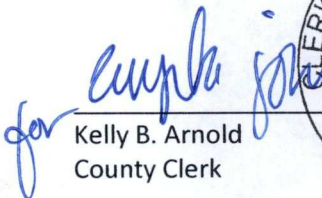
Kelly Lacey
Director

APPROVED AS TO FORM ONLY:



Armand L. Shukaev
Assistant County Counselor

ATTESTED TO:



Kelly B. Arnold
County Clerk

