

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF DOUGLAS
AND
UNIVERSITY OF KANSAS**

1. **Parties.** This Agreement is made and entered into by and between the City of Douglas (hereinafter “City”) and the University of Kansas, by and through its Public Management Center, a(n), institution of higher education and state agency of the state of Kansas (hereinafter “Contractor”), whose address is Wescoe Hall, 4060, 1445 Jayhawk Blvd., Lawrence, KS 66045.
2. **Purpose.** The City, in the exercise of its lawful duties, has determined that the services of Contractor are necessary to the performance of its duties as a Municipal Corporation of the State of Wyoming.
3. **Term.** This Agreement shall commence upon the date it is signed and shall remain in full force and effect until _____?
4. **Termination.** Either party may terminate this Agreement without cause, upon ten (10) days prior written notice. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the City, except in the case of a material breach by Contractor, the City shall pay all costs accrued by the Contractor as of the date of termination. In the event of termination, all work product prepared by the Contractor shall be immediately surrendered to the City.
5. **Payment.** The City of Douglas agrees to pay Contractor for the services described herein as described in the attached Exhibit A.
6. **Reporting.** Contractor shall report to and keep JD Cox informed of the progress of his/her work on a monthly basis.
7. **Services.** Contractor will perform the services described in the attached Exhibit A, which is incorporated herein.
8. **General Provisions**

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law.
- C. Anti-Discrimination Clause.** Parties shall abide by the requirements of 41 CFR §§ 60 -1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- D. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- E. Availability of Funds.** Payment by the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the City at the end of its then current fiscal year.. The City shall notify the other party at the earliest possible time, but at least 30 days prior to the end of its current fiscal year.. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. City shall pay Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. No penalty shall accrue to the City in the event this provision is exercised. This provision shall not be construed to permit the City to terminate this Agreement to acquire similar services from another party.

- F. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- G. Governmental Claims.** Any actions or claims against the City under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101 et seq. (1977) as amended.
- H. Disclaimer of Liability.** No provision of this contract will be given effect that attempts to require the University of Kansas or any of its affiliates to defend, hold harmless, or indemnify City or any third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University of Kansas, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- I. Independent Contractor.** Contractor is acting as an independent contractor. This Agreement does not commit the City to the traditional role of employer. The City is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Contractor.
- J. Information/Confidentiality .** As a state agency, Contractor's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- K. Privacy of Student Records .** City understands that the Contractor is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that

enables the University to be compliant with FERPA and its regulations. City agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other Contractor officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. City shall promptly report to the Contractor any disclosure of Contractor's student educational records.

L. Insurance. The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

M. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To City:

JD Cox, City Administrator
101 N. Fourth Street
Douglas, WY 82633

To Contractor:

Marilu Goodyear
Wescoe Hall, 4060,
1445 Jayhawk Blvd.
Lawrence, KS 66045

N. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement.

- O. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- P. Governmental/Sovereign Immunity.** The City does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- Q. The Eleventh Amendment .** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the Contractor here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
- R. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- S. No Endorsement .** City agrees it will not use or display the name, logo, marks, or images of the Contractor to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the Contractor.
- T. Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to

bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

9. **Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

[THIS PORTION LEFT INTENTIONALLY BLANK]

APPROVED BY:

City of Douglas

Contractor

Signature _____ Date _____
Date

Signature

Name _____

Name

Title _____

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Title

Email Address