

Contract

This contract is made and entered into this 1st day of August, 2025, between the Harper County Board of Health (County) and the City of Anthony (City), witness that:

The parties mutually agree as follows:

1. **Term.** The term of this contract is from August 1, 2025, through July 31, 2027. This contract shall automatically renew on a year-to-year basis, for up to (2) successive years, unless a written termination notice is given by either party to the other at least 30 days prior to the end of the contract year. For purposes of this contract, the phrase “contract year” shall mean the initial term of this contract or any renewal thereof. Under no circumstances shall this contract continue in force after July 31, 2027. .
2. **Compensation.** For water sample specimen pick up from the Harper County Health Department Office and delivery to KDHE/KHEL/Topeka weekly as needed on Wednesdays, the City shall pay the County at the rate of \$25.00 per month. An invoice will be mailed by the County monthly. Terms are net 15.
3. **County Services, Duties and Responsibilities.** For compensation hereinabove set forth and during the term of this contract, County shall maintain a contract with Metro Courier, Inc., for the weekly pick-up of specimens and delivery to the KDHE lab. A copy of the contract with Metro Courier, Inc. is attached to this contract.
4. **City Services, Duties, and Responsibilities.** The City shall collect water sample specimens and deliver them to the Harper County Health Department twice a month on Wednesdays prior to MetroCourier pick-up schedule. A current schedule is attached to this contract.
5. **Liability Insurance.** Each party shall maintain such general and professional liability insurance as it deems appropriate or as required by law, to cover the acts and omission of its own employees, and neither party shall be responsible for the acts or omissions of the other party’s employees.
6. **Records.** All records concerning specimen pick-ups shall belong to and remain the property of the Harper County Health Department, the City may receive copies of the shipping records.
7. **Construction.** This contract shall be governed by the laws of the state of Kansas. Any waiver of any breach of this agreement shall not operate or be construed as a waiver of any subsequent breach.
8. **Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter hereof and there shall be no amendment or modification of this contract, except in writing signed by the parties.
9. **Binding Effect/Assignability:** This contract shall be binding upon the parties, and their respective successors. This contract shall not be assignable.

In witness whereof, the parties have signed duplicate originals of this contract.

Date: _____

Harper County Board of County Commissioners
Harper County Board of Health



Brian Waldschmidt, Chairman of the Board

Attest: _____
Harper County Clerk

Date: _____

City of Anthony

Greg Cleveland, Mayor

Attest: _____
City Clerk