

**MEMORANDUM OF UNDERSTANDING  
FOR ROAD MAINTENANCE, CONSTRUCTION, AND RECONSTRUCTION SERVICES**

**by and between:**

**SEDGWICK COUNTY, KANSAS  
and  
ROCKFORD TOWNSHIP in SEDGWICK COUNTY, KANSAS**

This Memorandum of Understanding ("MOU") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Sedgwick County, Kansas ("County") and the Rockford Township, located within Sedgwick County, Kansas ("Township").

WITNESSETH:

**WHEREAS**, Rockford Township is a township located within Sedgwick County, Kansas; and

**WHEREAS**, Sedgwick County does not operate under the county road unit system; and

**WHEREAS**, pursuant to K.S.A. 68-526, Township is responsible for the construction and repair of Township roads; and

**WHEREAS**, pursuant to K.S.A. 68-572, the Board of County Commissioners of Sedgwick County and the Township Board of Highway Commissioners may enter into agreements for the construction, reconstruction or maintenance of any roads or streets; and

**WHEREAS**, K.S.A. 68-572 permits County and Township to reach agreements with methods of mutual assistance and cooperation whereby machinery, equipment and employees may be used for grading or bringing to grade township roads; and

**WHEREAS**, County and Township understand that this MOU is not legally binding upon the parties, but merely establishes a framework under which the parties may reach future agreements for road maintenance, construction, and reconstruction services; and

**NOW, THEREFORE**, the parties hereto state as follows:

**1. Purpose.** The purpose of this MOU is to establish a framework for potential future agreements for County's provision of road maintenance, construction, and reconstruction services to Township.

**2. Procedures.** The following procedures shall govern how specific projects may be identified and agreed to within this MOU.

- a. Township, through a vote of its governing body, will be responsible for identifying in writing specific Township roads for which it would request County to provide maintenance, construction, and/or reconstruction services ("Request for Quote"). A copy of the Request for Quote would be mailed to the attention of the County Engineer. These requested services ("Requested Services") would generally include the following: (1) materials needed for the surfacing of the road (sand or other

surface materials); (2) materials needed for any culverts (if necessary and identified in Township's Request for Quote) or other infrastructure; (3) the labor involved in the actual surfacing of the road, installation or replacement of culverts, and other labor included in the scope of the project; and (4) bringing the roads to grade. Furthermore, at the discretion of Township, the Request for Quote could contain additional Requested Services. Requested Services would be limited to the scope of the project, but would not include the continued maintenance of the road.

- b. Within a reasonable period of time after County Engineer's receipt of Township's Request for Quote, County would mail a quote ("Quote") to Township's Trustee that would estimate the cost of completion of the Requested Services identified within the Request for Quote. The Quote would be for County to perform the services. The cost identified within the Quote would include all services and materials. Furthermore, the Quote would identify a proposed timeframe for completion. However, in the discretion of the County Manager or the County Manager's designee, County could elect not to submit a Quote for the Requested Services and can provide notice of that decision to Township within a reasonable period of time. If County would suggest potential alternative or additional services, those could also be identified within the Quote, with specified costs for any such potential additional services. Enclosed with the Quote would be a draft version of an agreement for the project ("Project Agreement", a draft agreement pursuant to K.S.A. 68-572) for the Township's review and consideration. Nothing contained within the Quote or the unsigned draft version of the Project Agreement would bind the Board of County Commissioners to enter into the Project Agreement.
- c. After Township Trustee's receipt of the Quote, Township's governing body would determine whether or not to enter into the Project Agreement. If Township would agree to enter into the Project Agreement, a requirement within the Project Agreement, consistent with Kansas law, would be that Township would have adequate funds on hand to: (1) meet its payment obligations under the Project Agreement; and (2) remain in compliance with Kansas cash basis and budget laws (K.S.A. 10-1112, 10-1113, and 79-2935).
- d. After approval by Township's governing body, the Board of County Commissioners would determine whether or not to enter into the Project Agreement.
- e. Upon final approval of the Project Agreement by both parties, County would complete the Maintenance Services. Upon County's completion of the Maintenance Services, County would mail Township Trustee an invoice. Township would be responsible for paying the invoice within ninety (90) days of the date it was mailed by County.

**3. Term.** The term of this MOU shall be for one (1) year, beginning on the date when this has been approved by both parties, with four (4) additional one-year options to renew. The options to renew shall automatically renew unless either party provides notice of termination to the other party at least thirty (30) days prior to the end of the current one-year term.

**4. Termination.** Either party may terminate this MOU, with or without cause, with a thirty (30) day written notice delivered to the other party as indicated within Section 5 of this MOU. Any termination of this MOU does not terminate any rights and responsibilities that may exist between the parties within a Project Agreement separately entered into between the parties.

**5. Notification.** Notifications required pursuant to this MOU shall be made in writing and

mailed to the addresses shown below. In recognition that Township's Trustee is an elected position and that no centralized Township office exists, the parties agree that if the Township Trustee changes or moves, the notification address for the Township under this MOU shall change accordingly. Notifications shall be deemed complete upon mailing.

**County:** Sedgwick County Public Works  
Attn: County Engineer  
1144 S. Seneca St.  
Wichita, Kansas 67213

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

**Township:** Rockford Township Trustee  
c/o Dwight Williams  
11900 E. 79<sup>th</sup> St. South  
Derby, KS 67037

6. **Amendments.** This MOU may only be amended if both parties agree in writing to such amendment.

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

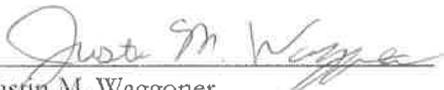
SEDGWICK COUNTY, KANSAS

ROCKFORD TOWNSHIP

\_\_\_\_\_  
Mike Scholes  
County Manager

  
\_\_\_\_\_  
Dwight Williams  
Trustee

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Justin M. Waggoner  
Assistant County Counselor

  
\_\_\_\_\_  
Tara Loveless  
Treasurer

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

  
\_\_\_\_\_  
Glenna A. McCormac  
Clerk