

GMS APPLICATION NUMBER: 2018-H3031-KS-DJ  
(Mandatory)

COUNTY CLERK  
CONTRACT NO. \_\_\_\_\_

**AGREEMENT BETWEEN  
SEDGWICK COUNTY, KANSAS AND THE CITY OF WICHITA**

**2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Sedgwick County, Kansas, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the City of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas.

Witnesseth:

**WHEREAS**, this Agreement is made under the authority of K.S.A. 12-2908, et seq; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the COUNTY, JAG Grantee, agrees to provide the CITY, JAG Subgrantee, \$187,847.50 from the JAG award for the 2018 Safe and Secure Community Project; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

COUNTY agrees to pay CITY a total of \$187,847.50 of JAG funds.

**Section 2.**

CITY agrees to use \$187,847.50 for the 2018 Safe and Secure Community Project until 9-30-2021 and in so doing will comply with all requirements of the JAG Grant Program including any Special Conditions issued at the time of award.

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**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**Section 5.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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ATTEST:

SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
KELLY ARNOLD  
County Clerk

\_\_\_\_\_  
DAVID T. DENNIS, Chairman  
County Commissioner, Third District

APPROVED AS TO FORM:



\_\_\_\_\_  
KAREN L. POWELL  
Deputy County Counselor

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ATTEST:

CITY OF WICHITA, KANSAS

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KAREN SUBLETT  
City Clerk

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JEFF LONGWELL, Mayor

APPROVED AS TO FORM:

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JENNIFER MAGAÑA  
City Attorney