

**AGREEMENT TO PROVIDE EDUCATIONAL SERVICES
AND LEASE OF PREMISES**

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "County," and Sedgwick County Extension Council, a not for profit organization duly organized under the laws of the State of Kansas, hereinafter referred to as "Extension Council."

WITNESSETH:

WHEREAS, County desires to offer educational services to the public which will enhance the quality of life in Sedgwick County;

WHEREAS, the Extension Council is duly empowered among other things to establish, maintain and operate Sedgwick County's unbiased, educational programs for the instruction of the public; and

WHEREAS, it is in the best interest of the County, Sedgwick County Extension Council, and the general public that an agreement be entered into between the parties and that certain rights and obligations be defined for the benefit of the parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, County and Extension Council hereby agree as follows:

1. **Purpose.** Extension Council shall accept and assume on behalf of County, the custody and care of the land and all buildings and other improvements thereon known as the Sedgwick County Extension Education Center (hereinafter referred to as "Facility"). County and Extension Council agree that Extension Director will operate and manage the Facility in the public interest and for the uses and purposes of a public facility to foster public interest, awareness and support for Extension's Educational programs, and to facilitate and plan educational programs for the education of the public.

2. **Name.** Extension Council agrees to continue the name of the Center as "Sedgwick County Extension Education Center" throughout the term of this Agreement.

3. **Term.** The term of this Agreement shall be for a period of three (3) years commencing _____, 2018 and the parties shall meet for periodic one year reviews of said Agreement in February of said years affected by this provision. During the term of this Agreement either party may terminate by giving written notice by June 1 of any operating year under this Agreement, which termination shall be effective the following January 1. During the term of this Agreement, the County will provide the Facility for the Extension Council's use for a fee of \$1.00 per year.

4. Employment of County Extension Director. The Sedgwick County Extension Executive Board and Kansas State University, with the advice of the County's Director of Community Development shall concur in the hiring and/or termination of a Director of the Sedgwick County Extension Council (hereinafter referred to as "Extension Director"). Although the County's Director of Community Development may occasionally submit proposals for educational programs which will be considered for implementation by the Executive Board, operational control and management of the Director is vested in the Sedgwick County Extension Executive Board.

The Extension Director shall be an employee, by statute, of the State of Kansas and Extension Council and shall serve as the Chief Executive Officer of the Extension Council. The Extension Director will supervise the overall operation of the Extension Council and the Sedgwick County Extension Education Center.

The Extension Director has specific reporting obligations to the County. Such reports or Director's presence at County meetings or hearings shall be made in a timely and cooperative manner. The Extension Director or the Chairman of the Sedgwick County Extension Executive Board shall present quarterly a public written report on the status of the educational programs to the Board of County Commissioners at a regularly scheduled meeting of the Board of County Commissioners. A written report regarding the condition of the Facility shall be provided quarterly to the Operations Manager of County's Division of Information & Operations.

5. Employees. The Extension Council shall have the entire control and management of the non-maintenance, non-custodial support staff employees of the Sedgwick County Extension Council during the term hereof, including the authority to hire, evaluate and remove them. Said support staff employees will be employees of the Extension Council.

All recommendations concerning County's maintenance or custodial employees, either disciplinary or promotional shall be made to the Sedgwick County Facility Manager for consideration.

6. Funding. The County shall provide funding in the amount of \$825,481 for the initial term of the agreement. Such amount shall be subject to annual review by the parties.

7. Grants. The Extension Council agrees to exert its best efforts to secure grants for the purpose of extending educational opportunities to all Sedgwick County residents consistent with the Extension Council's educational priorities and in order to enhance and provide depth to such programs.

8. Use of Funds. The Extension Council agrees to devote the assets and resources of the Sedgwick County Extension Education Center and the funds provided by County, solely and exclusively for the purposes described in this Agreement. County funding for the operation of the Extension Council shall be appropriated annually in accordance with any funding agreement in existence between County and Extension Council. Extension Council agrees to use all of its operating revenue for its educational programs and staff, and the operation of the Sedgwick

County Extension Education Center.

9. **Budget.** The Extension Director or her designee shall represent the Extension Council at all county budget hearings involving the discussion of the Sedgwick County Extension Council budget and subsidy request. County agrees to make a good faith effort to properly fund the operation of the Sedgwick County Extension Council and the Sedgwick County Extension Education Center for the maximum good of public education.

10. **Utilities.** County shall pay all deposits and charges for electricity, gas, water, sewer and trash collection furnished to the Sedgwick County Extension Education Center.

11. **Right to Inspect.** County reserves, and shall always have the right to enter the premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the premises. In the event that such entry or inspection by the County discloses, in the opinion of the County Manager or designee, that the premises are in an unsafe or unhealthy condition, posing potential injury to persons or property in the Sedgwick County Extension Education Center, County shall notify Extension Council in writing to request necessary repairs be completed.

12. **Care and Maintenance.** County shall be responsible for the upkeep of the buildings, grounds and parking areas comprising the Facility. The Extension Director shall manage and direct such upkeep and shall utilize maintenance personnel and funding provided by County for this upkeep. The Extension Director shall notify County of conditions that are outside the scope of said funding. Sedgwick County Facilities Maintenance will provide the following operating expenses along with Facilities Maintenance staff:

- Utilities (electricity, water & sewer, natural gas, trash removal, pest control, alarm system, camera system)
- Custodial supplies (paper towels, tissue, soap, floor wax, etc.)
- Maintenance equipment (light bulbs, air filters, etc.)
- Routine building and grounds maintenance (air conditioning and heating, lawn mower, etc.)
- Unplanned emergency repairs (roof leaks, plumbing leaks, air conditioning, electrical, etc.)
- Limited custodial cleaning
- Limited event set-up and tear down

Any upgrades, improvements, or replacements which do not require an immediate response/repair, shall be discuss and agreed upon in advance by both parties. Examples would include interior and exterior painting, window coverings, parking lot repair, equipment, or commodities.

Upkeep of furniture, fixtures, and equipment (ie tables, chairs, kitchen equipment, and office furniture) related to the operations and programs of the Extension Center are the responsibility of the Extension Council. Upkeep of the permanent fixtures part of the building structure (ie paint, carpet, light bulbs, etc.) are the responsibility of the County.

13. **Ownership of Property.** All land and buildings, whether heretofore or hereafter acquired, including any and all new facilities constructed or reconstructed on the premises during the term of this Agreement, shall be and remain in the ownership of the County. At the termination of this Agreement or any extension thereof, pursuant to the provisions outlined above, it is mutually understood and agreed by the parties hereto that the parties shall continue ownership of all other properties, real, personal and/or mixed which the respective entities now own, or may hereafter acquire in, or near, any of the selected areas, wherever located.

14. **Insurance.** County is self-insured and will replace, repair or provide necessary housing for the Extension Council should it be deemed necessary due to storm, fire or other natural causes if reasonable under the circumstances.

15. **Compliance with Law.** Extension Council shall, at its sole cost and expense, comply and secure compliance with all requirements of Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the premises covered by this Agreement, or the operations conducted thereon. Extension Council specifically agrees to maintain a tax-free status per applicable State and Federal Revenue and Taxation Codes during the entire term of this Agreement. Failure to maintain such tax free status shall be considered a material default of this Agreement.

16. **Accounting and Record Keeping.** Extension Council shall maintain proper financial records in regard to all monies and properties handled by it, and shall file with the County Clerk, an annual operating report and a certified audit report covering all financial transactions of the preceding year and property trades, exchanges, loans, profit and loss statement, assets and liabilities. The financial records and books of Extension Council shall, at all reasonable times, be open to inspection, review and audit by County or its duly authorized representative.

17. **Notice.** Any notice or communication required or permitted hereunder shall be by first class mail, postage prepaid, or hand-delivered, as follows:

if to County:

Assistant County Manager – Public Services
Sedgwick County Courthouse
525 North Main, Suite 343
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Contract Notification
525 N. Main, Suite 359
Wichita, Kansas 67203

if to Extension Council:

Chairman of the Sedgwick County Extension Council
7001 W. 21st St. North
Wichita, Kansas 67205

or at such other address or in care of such other person as hereafter shall be designated in writing by either party to the other, and shall be deemed to have been given as of the date of receipt.

18. Changes in Kansas Statutes. Any proposed changes in the Kansas statutes, governing the powers or structure of Extension Council, which would materially affect its ability to carry out the purposes of this Agreement shall be immediately communicated to County.

19. Equal Employment Opportunity. Extension Council shall ensure that all services and facilities offered and operated by Extension Council in connection with the Sedgwick County Extension Education Center are open and available to all members of the public regardless of race, religion, national origin, sex, disability or political belief. Furthermore, in carrying out this contract, Extension Council shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

- A. Extension Council shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Extension Council shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Extension Council fails to comply with the manner in which it reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031, Extension Council shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Extension Council is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Extension Council shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Extension Council shall include the provision of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

20. **Complete Agreement.** It is specifically understood and agreed between the parties that this Agreement contains a complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties, or inducements, either expressed verbally or implied between them except as fully set forth herein, and, further, that the agreement cannot be enlarged, modified, or changed in any respect except by written agreement duly executed by and between the parties.

21. **Non-Assignability.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the written consent of the other party.

22. **Indemnification.** Notwithstanding any insurance coverages obtained by Extension Council, Extension Council shall indemnify, defend and hold harmless County from and against any and all liabilities, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature, or anyone whomsoever, due to or arising out of:

- A. Any breach, violation, or nonperformance of any covenant condition or agreement in this Agreement set forth and contained on the part of the Extension Council to be fulfilled, kept, observed and performed; and/or;
- B. Any damage to property occasioned by Extension Council's use of or occupancy of the premises which is the subject of this Agreement; and/or,
- C. Any injury to a person or persons, including death resulting at any time therefrom, occurring in or about the premises which is the subject of this Agreement and/or on the sidewalks surrounding same. If Extension Council be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding the County is made a party, the County shall be entitled to appear, defend or otherwise take part in this matter involved, at its election by counsel of its own choosing, provided such action by County does not limit or void any liability of Extension Council or any insurer of the Extension Council hereunder in respect to the claim or matter in question.

23. **Encumbrances.** Extension Council agrees to keep the leased premises free and clear of all mechanics' liens, claims and/or judgments arising from any repairs or improvements made or caused to be made by the Extension Council to the premises. Extension Council does not have any right to mortgage, pledge or encumber in any manner the title of the County in the premises which is the subject of this Agreement.

24. **Default.** Any material failure of Extension Council to comply with the term and conditions of this Agreement shall give the County the right, at its sole option, to declare Extension Council in default, and in such event, the parties specifically agree that County may terminate this Agreement upon thirty (30) days written notice to Extension Council. If during said notice period Extension Council corrects said default, Extension Council shall have the right to continue in quiet enjoyment of the premises which is the subject of this Agreement. In the event Extension Council fails to correct said default(s), County shall have the right, at its

election, at any time thereafter while such default or defaults continue, to re-enter and take complete and peaceable possession of the leased premises and any and all improvements then forming part of the leased premises and to declare the term of this Agreement ended, whereupon this Agreement and all the right, title and interest of the Extension Council hereunder shall terminate and be of no further force or effect. In the event of such declaration, County shall have the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of the Extension Council. County shall however be required to mitigate any damages which are the result of Extension Council's unreasonable termination. County shall have the right, without re-entering the leased premises or terminating this Agreement, to sue for and recover all sums, including damages, at any time and from time to time accruing hereunder.

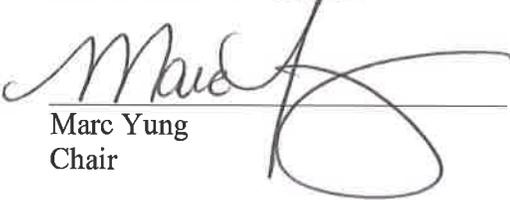
25. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

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

SEDGWICK COUNTY, KANSAS

SEDGWICK COUNTY
EXTENSION COUNCIL

David T. Dennis, Chairman
Commissioner, Third District



Marc Yung
Chair

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPROVED AS TO FORM ONLY:



William F. Deer
Assistant County Counselor