

INTERGOVERNMENTAL AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
and
BUTLER COUNTY, KANSAS
and
HARVEY COUNTY, KANSAS

This Agreement made and entered into this ____ day of _____, 2017, by and between Sedgwick County, Kansas (“Sedgwick”), Butler County, Kansas (“Butler”), and Harvey County, Kansas (“Harvey”). Collectively, the three parties will be referred to as “the Counties.” Also, when provisions this Agreement apply generally to all three parties, the term “county” may be used to apply to the parties.

WITNESSETH:

WHEREAS, the Counties collectively comprise the planning and service area designated by the State of Kansas and entitled the Central Plains Area Agency on Aging (“CPAAA”); and

WHEREAS, on an annual basis, the CPAAA participates in the Senior Care Act program with the State of Kansas, acting through the Kansas Department of Aging and Disabilities Services (“KDADS”); and

WHEREAS, there exists a match requirement for the CPAAA to meet its established maintenance of effort requirements for the annual Senior Care Act program; and

WHEREAS, the Counties have historically contributed based upon the proportional usage of services for each party; and

WHEREAS, there is a desire to formalize the match amounts provided by the Counties

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Scope of Agreement. The Counties recognize that Sedgwick is the administrator of the CPAAA. If the Senior Care Act program is funded by the State of Kansas, KDADS will require a match from the CPAAA. The Counties agree to contribute their proportional share of the match amount as defined below within Sections 2 and 3 of this Agreement.

2. Proportional Share. “Service Units” are defined as the number of units of direct services, which include: (1) homemaker services; (2) attendant care services; (3) personal emergency response costs, costs for repair, maintenance, and renovation services. The Counties agree that the Proportional Share will be based upon the proportion of each county’s actual usage of Service Units out of the total CPAAA usage of Service Units in the preceding fiscal year.

3. Notice of Match Amount. On an annual basis, Sedgwick will notify Butler and Harvey regarding their required match amounts based upon each county’s Proportional Share, based upon the total annual match identified by KDADS. As a result, each county’s Proportional Share will be multiplied by the annual match identified by KDADS to determine each county’s match amount.

4. **Billing of Match Amount.** Sedgwick will invoice Butler and Harvey quarterly for one-fourth (1/4) of their annual match requirement identified within Section 3 of this Agreement. Butler and Harvey shall make their payments to Sedgwick within thirty (30) days of the receipt of Sedgwick's invoice. All payments shall be made to the address indicated on each invoice.

5. **Term and Termination.** The term of this Agreement shall be until any single county elects to terminate the Agreement with a written 30-day termination notice provided to the other two (2) counties at the addresses included within Section 7 of this Agreement. The Counties agree that any termination of this Agreement does not terminate the CPAAA, nor would such a termination bind or restrict Sedgwick's ability to continue to act as the administrator of the CPAAA.

General Terms and Conditions

6. **Authority to Contract.** Each County assures it possesses legal authority to enter into this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of each County's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of each County to act in connection with the application and to provide such additional information as may be required.

7. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Sedgwick: Sedgwick County Department on Aging
Attn: Director
2622 W. Central, Suite 500
Wichita, Kansas 67203

and

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

Butler: Butler County Department on Aging
Attn: Director
2101 Dearborn, Suite 302
Augusta, KS 67010

Harvey: Harvey County Department on Aging
Attn: Director
PO Box 687
800 N. Main
Newton, KS 67114

8. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by the Counties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Counties. Any agreement not contained herein shall not be binding on the Counties, nor shall it be of any force or effect.

9. **Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity other than the Counties any rights or redress hereunder.

10. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by any single county without the prior written consent of both of the other counties. Any attempted assignment without such consent shall be null and void.

11. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by any single county without the prior written consent of both of the other counties. Any attempted amendment without such consent shall be null and void.

12. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

13. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing.

14. **Anti-Discrimination Clause.** The Counties agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

15. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The Counties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

16. **Cash Basis and Budget Laws.** The right of the Counties 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 all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Counties shall at all times stay in conformity with such laws, and as a condition of this Agreement each 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.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

SEDGWICK COUNTY, KANSAS

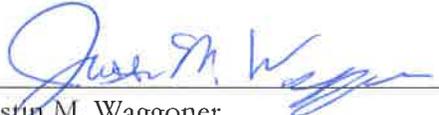
BUTLER COUNTY, KANSAS

David M. Unruh, Chairman
Commissioner, First District

Jeff Masterson, Chairman
Commissioner, 1st District

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:



Justin M. Waggoner
Assistant County Counselor

Terrence L. Huelskamp
County Counselor

ATTESTED TO:

ATTESTED TO:

Kelly B. Arnold,
County Clerk

Don Engels
County Clerk

HARVEY COUNTY, KANSAS

Ron Krehbiel, Chairman
Commissioner, 3rd District

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Greg Nye
County Counselor

Rick Piepho
County Clerk