

GMS APPLICATION NUMBER: 2016-H3013-KS-DJ
(Mandatory)

COUNTY CLERK
CONTRACT NO. _____

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

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of _____, 2016, by and between The COUNTY of Sedgwick, 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 agrees to provide the CITY \$165,516.00 from the JAG award for the 2016 Public Safety Critical Needs Program; 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 \$165,516.00 of JAG funds.

Section 2.

CITY agrees to use \$165,516.00 for the 2016 Public Safety Critical Needs Program until 9-30-2019.

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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

JAMES M. HOWELL, Chairman
County Commissioner, 5th District

APPROVED AS TO FORM:



KAREN POWELL
Deputy County Counselor

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ATTEST:

CITY OF WICHITA, KANSAS

KAREN SUBLETT
City Clerk

JEFF LONGWELL, Mayor

APPROVED AS TO FORM:

JENNIFER MAGAÑA
City Attorney