

INTERGOVERNMENTAL SERVICES AGREEMENT

**by and between
SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS**

This Agreement made and entered into this _____ day of _____, 2017, by and between Sedgwick County, Kansas ("County") and City of Wichita, Kansas ("City").

WITNESSETH:

WHEREAS, the Metropolitan Area Building and Construction Department ("MABCD") is a joint department of the City and County tasked with code inspection and enforcement throughout the areas of the City and County; and

WHEREAS, County is currently tasked with receiving, processing, and allocating funds received through the MABCD pursuant to the fees scheduled in the Wichita-Sedgwick Unified Building and Trade Code; and

WHEREAS, there remain MABCD personnel employed by City whose salaries, benefits, operational costs, and administrative costs are to be paid at least in-part through the fees scheduled in the Wichita-Sedgwick Unified Building and Trade Code and various other City ordinances and County resolutions; and

WHEREAS, City has requested County to reimburse City on a quarterly basis with funds equal to the salaries, benefits, operational costs, and administrative costs paid to or which are directly attributable to MABCD personnel employed by City; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to KAN. STAT. ANN. § 12-2908, as amended.

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

1. Within fourteen (14) days following both parties' approval of this Agreement, City shall provide County with an initial invoice listing the salaries, benefits, operational costs, and administrative costs paid by City to MABCD personnel employed by City during the second and third quarters of 2017. The operational costs referenced in this paragraph shall only consist of vehicle charges, vehicle set-aside, fuel, automobile insurance, information technology charges directly related to City employees' access to City software programs, and any other direct charges that are

mutually agreeable. The administrative costs referenced in this paragraph shall be limited to \$50,000.00.

2. County shall remit to City the amount described in the initial invoice within thirty (30) days of County's receipt of the initial invoice.
3. Within fourteen (14) days following the end of each subsequent quarter, City shall provide County with an invoice listing the salaries, benefits, operational costs, and administrative costs associated with MABCD personnel employed by City during that quarter. The operational costs referenced in this paragraph shall only consist of vehicle charges, vehicle set-aside, fuel, automobile insurance, information technology charges directly related to City employees' access to City software programs, and any other direct charges that are mutually agreeable. The administrative costs referenced in this paragraph shall be limited to \$25,000.00 per quarter.
4. County shall remit to the City funds equal to the salaries, benefits, operational costs, and administrative costs of MABCD personnel employed by City not more than thirty (30) days following receipt of City's quarterly invoices.
5. The parties agree that City shall begin each calendar year with \$1,250,000.00 in the fund it uses to periodically finance the costs referenced throughout this Agreement. As soon as is practicable, City shall provide County with a statement containing a fiscal year accounting of the fund referenced in this paragraph. Not more than thirty (30) days following receipt of City's statement, County shall remit to City sufficient funds equal to the amount needed to cause City to begin each calendar year with \$1,250,000.00 in the fund referenced in this paragraph.
6. The term of this Agreement shall be for two (2) years from the date all parties sign.

[remainder of this page intentionally left blank]

General Terms and Conditions

7. **Authority to Contract.** Each party assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of each party'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 party to act in connection with the application and to provide such additional information as may be required.
8. **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.

County: Sedgwick County Manager's Office
 Attn: Contract Notification
 Sedgwick County Courthouse
 525 N. Main, Suite 343
 Wichita, Kansas 67203-3731

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3731

City: City Manager's Office
 Attn: Contract Notification
 455 N. Main, 13th Floor
 Wichita, Kansas 67202

With a copy to:

City of Wichita Law Department
Attn: Contract Notification
455 N. Main, 13th Floor
Wichita, Kansas 67202

9. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor

shall it be of any force or effect. This Agreement is not intended to confer upon any person or entity other than the Parties 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 either party without the prior written consent of the other. 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 either party without the prior written consent of the other. 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 and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.
14. **Anti-Discrimination Clause.** Both parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (KAN. STAT. ANN. § 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (KAN. STAT. ANN. § 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 KAN. STAT. ANN. § 44-1031 and KAN. STAT. ANN. § 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.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County or City cumulatively total \$5,000 or less during the County's or City's fiscal year.

15. **Retention of Records.** Unless otherwise specified in this Agreement, the County agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

16. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties 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.

17. **Arbitration, Damages, Jury Trial, and Warranties.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has consented to a jury trial to resolve any disputes that may arise hereunder. Both parties waive their right to a jury trial to resolve any disputes that may arise hereunder.

18. **Cash Basis and Budget Laws.** The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (KAN. STAT. ANN. § 10-1112 and § 10-1113), the Budget Law (KAN. STAT. ANN. § 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve 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.

19. **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.

20. **Termination.** Either party may terminate this Agreement with a written notice provided to the other party not less than 90 days prior to the stated effective termination date.

[remainder of this page intentionally left blank]

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

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

David M. Unruh, Chairman
Commissioner, First District

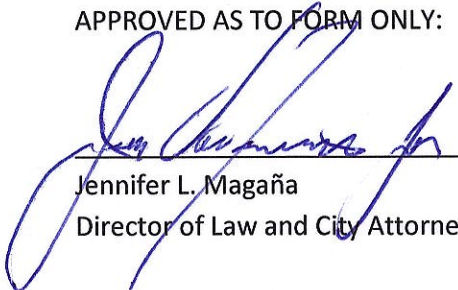
Jeff Longwell
Mayor

APPROVED AS TO FORM ONLY:



Michael L. Fessinger
Assistant County Counselor

APPROVED AS TO FORM ONLY:



Jennifer L. Magaña
Director of Law and City Attorney

ATTESTED TO:

Kelly B. Arnold
County Clerk

ATTESTED TO:

Karen Sublett
City Clerk