

## **FINANCING 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 the City of Wichita, Kansas (“City”).

WITNESSETH:

**WHEREAS**, City currently leases the Wichita-Sedgwick County Law Enforcement Training Center at 2235 W. 37<sup>th</sup> Street North, Wichita, Sedgwick County, Kansas, from Unified School District #259, and has continuously held such lease since March 6, 1984; and

**WHEREAS**, the City and County have jointly operated the Law Enforcement Training Center since June 12, 1985, through a cooperative agreement; and

**WHEREAS**, the City and County wish to continue to jointly provide law enforcement training but understand and agree that the current training facility does not meet the needs of the parties; and

**WHEREAS**, the City and County have jointly decided to purchase a new turn-key facility (“Law Enforcement Training Center” or “LETC”) located on the Wichita State University Innovation Campus for the purpose of conducting law enforcement training; and

**WHEREAS**, the City and County have executed, or will execute simultaneously herewith, a Purchase and Sale Agreement by and between themselves and MWCB, LLC, a Kansas limited liability company (“Seller”) for the purchase of the LETC in its final turn-key, move-in ready form;

**WHEREAS**, said Purchase and Sale Agreement sets forth the Estimated Purchase Price of the LETC as Nine Million Eight Hundred Forty-Two Thousand Three Hundred Seventy-Nine and no/100 Dollars (\$9,842,379.00); and

**WHEREAS**, said Purchase and Sale Agreement states that the Final Purchase Price of the LETC will be determined by adjusting the Estimated Purchase Price to account for and include the final costs incurred by Seller to design and construct the Building, such cost to be inclusive of all related financing costs; and

**WHEREAS**, County has now agreed to pay to City the City’s share of those related financing costs; and

**WHEREAS**, the City and County desire to state the terms and conditions under which County will pay such related financing costs.

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

**1. Payment of Financing Costs.** County shall pay to City, after the Closing on the purchase of the LETC, City's full share of any financing costs related to such purchase in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00). However, by so agreeing to pay to City the City's full share of any financing costs related to the purchase of the LETC, County does not so agree to pay any additional final costs, as those costs may be determined by the Seller to reach the Final Purchase Price. Such payment of financing costs shall not affect the ownership rights of the parties as set forth in the Purchase and Sale Agreement.

**2. Authority to Contract.** Both parties assure that they possess legal authority to enter into this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of both governing bodies, 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 body to act in connection with the application and to provide such additional information as may be required.

**3. 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  
Attn: County Manager  
525 N. Main, Suite 343  
Wichita, Kansas 67203

and

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

**City:** City of Wichita  
Attn: City Manager  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

and

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

**4. 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.

**5. 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.

**6. 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.

**7. 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 either party shall not constitute a waiver.

**[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

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David M. Unruh, Chairman  
Commissioner, First District

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Jeff Longwell  
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

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Eric Yost  
County Counselor

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Jennifer Magana  
City Law Director

ATTESTED TO:

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

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Karen Sublett  
City Clerk