

**AGREEMENT RELATED TO THE PURCHASE OF FURNITURE, FIXTURES AND  
EQUIPMENT FOR THE JOINT LAW ENFORCEMENT TRAINING CENTER**

by and between:

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

This Agreement made and entered into this 27 day of June, 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**, on March 15, 2017, the Kansas Attorney General approved an Interlocal Agreement between the parties setting forth how the City and County will jointly operate and maintain the new LETC facility; and

**WHEREAS**, in preparation for such joint operation, the parties must suit the LETC with furniture, fixtures and equipment ("FFE"); and

**WHEREAS**, the parties believe it is in their mutual best interest to have one entity take the lead on purchase of such FFE, with the other entity reimbursing the lead entity for its one-half share of the cost of the FFE; and

**WHEREAS**, the parties have now agreed that the County will take the lead on the purchase of the FFE, with the City reimbursing the County for its one-half share of the cost of the FFE; and

**WHEREAS**, the City and County desire to state the terms and conditions under which City will reimburse County for such FFE-related costs.

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

1. **FFE Costs Defined.** The parties hereto understand and recognize that the total final cost of FFE cannot be pinpointed with complete accuracy as of the time of the signing of this Agreement. The parties understand and agree, however, that the FFE will not exceed the current established budget for FFE, as of the date of the signing of this Agreement, which is EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$833,000.00). This includes the following general categories of items/costs:

- a. Office furniture
- b. Locker room equipment
- c. Storage room fixtures
- d. Building furnishings
- e. Lunchroom fixtures
- f. Classroom training aids
- g. Technology equipment and installation
- h. Signage
- i. Moving expenses

2. **Payment of FFE Costs.** City shall pay to County, within thirty (30) days of presentation of receipt(s) by County, City's full share of that/those receipt(s), which shall be one-half (1/2), of any FFE costs. The parties agree to this 50/50 split of FFE costs, unless any particular invoice and/or receipt is so itemized solely for the benefit a particular party.

3. **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.

4. **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

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

**[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:

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Eric Yost  
County Counselor

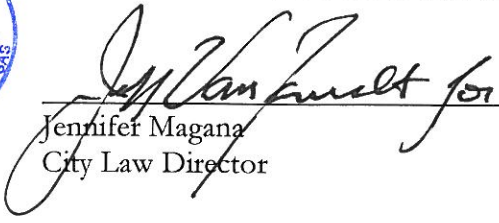
ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

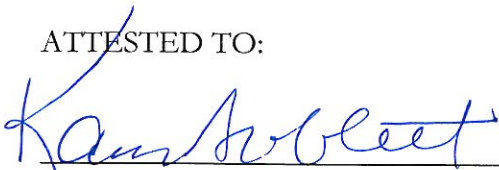
CITY OF WICHITA, KANSAS

  
\_\_\_\_\_  
Jeff Longwell  
Mayor

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Jennifer Magana  
City Law Director

ATTESTED TO:

  
\_\_\_\_\_  
Karen Sublett  
City Clerk

