

# **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 ("the County") and the City of Wichita ("the City").

**WITNESSETH:**

**WHEREAS**, the County, through the Metropolitan Area Building and Construction Department ("MABCD"), and pursuant to Titles 16 and 17 of the Code of Ordinances for the City, currently processes and retains municipal water and sewer utility tap fees from citizens of the City ("Water/Sewer Fees").

**WHEREAS**, the Water/Sewer Fees are frequently paid alongside other MABCD fees scheduled in the Wichita-Sedgwick Unified Building and Trade Code.

**WHEREAS**, the County has collected Water/Sewer Fees from January 1, 2017, to June 30, 2017, in the amount \$1,696,071.42, and fees imposed by third-parties for processing payments via credit and debit card charges ("Third-Party Fees") associated with this balance total \$42,197.68.

**WHEREAS**, the City has requested for County, through the MABCD, to receive and remit to the City the currently retained and future Water/Sewer Fees with the associated Third-Party Fees deducted.

**WHEREAS**, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908, as amended; and

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

1. The City authorizes the County, through the MABCD, to collect the Water/Sewer Fees for the City.

2. The parties agree that within 15 days of both parties' approval of this Agreement, the County shall remit to the City the Water/Sewer Fees received as of June 30, 2017 after first subtracting an amount equal to the Third-Party Fees.
3. The City shall invoice the County eight (8) days following the end of each month with a list of the Water/Sewer Fees received by the MABCD in the month prior minus the associated Third-Party Fees.
4. The parties agree that the County shall remit to the City all other Water/Sewer Fees, after first subtracting an amount equal to the Third-Party Fees, twenty (20) days following the end of the month in which the MABCD received the Water/Sewer Fees.
5. The term of this Agreement shall be for a ten-year period from the date all parties sign.

**[remainder of this page intentionally left blank]**

### General Terms and Conditions

6. 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.
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.

County: Metropolitan Area Building and Construction Department  
Attn: Director  
Ronald Reagan Building  
271 W. 3rd Street North, Suite 101  
Wichita, KS 67202

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 Public Works & Utilities  
Attn: Contract Notification  
455 N. Main, 8th Floor  
Wichita, Kansas 67202

With a copy to:

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

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Anti-Discrimination Clause. Both parties, and any contractors hired thereby, 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.

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.

14. 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.

15. 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.

16. 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.
17. 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 (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 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.
18. 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.
19. 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

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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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Michael L. Fessinger  
Assistant County Counselor

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Jennifer L. Magaña  
Director of Law and City Attorney

ATTESTED TO:

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

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Karen Sublett  
City Clerk