

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

2017 Kansas Internet Crimes Against Children (ICAC) Task Force Award

This Agreement is made and entered into this ____ day of _____, 2017 by and between Sedgwick County, Kansas, hereinafter referred to as COUNTY, and the CITY of Wichita, 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, which authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking that each is authorized by law to perform; and

WHEREAS, COUNTY is the recipient of a grant award from the United States Department of Justice for funding the Internet Crimes Against Children (ICAC) program operated by the Exploited and Missing Child Unit (EMCU); and

WHEREAS, included in the award budget is a City of Wichita Police Department detective salary and benefits and vehicle service charges totaling \$135,757.00; and

WHEREAS, the COUNTY agrees to provide the CITY \$135,737.00 as a sub-grantee of the ICAC award to cover staff and vehicle costs as identified the grant application budget excerpt (Attachment A); and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the ICAC funds; 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.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to sub-grant ICAC Grant funds to the CITY in the amount of \$135,757.00 for use in the ICAC Taskforce as specified in Attachment A.

Section 2.

CITY agrees to use \$135,757.00 for the staff and vehicle costs related to the Internet Crimes Against Children Taskforce for the grant period of July 1, 2017 through September 30, 2018 and in so doing will comply with all grant requirements as stipulated in the Cooperative Agreement included in Attachment B.

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.

CITY OF WICHITA, KANSAS

SEDGWICK COUNTY, KANSAS

JEFF LONGWELL, Mayor

DAVID M. UNRUH, Chairman
Commissioner, 1st District

ATTEST:

ATTEST:

KAREN SUBLETT, City Clerk

KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

JENNIFER MAGANA, City Attorney

APPROVED AS TO FORM:


KAREN L. POWELL
Deputy County Counselor