



COUNTY COMMISSION

Ron Sellers
District 1
Member

Ron Hirst
District 2
Chair

Daniel P. Friesen
District 3
Vice-Chair

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

JOINT RENO COUNTY/CITY OF HUTCHINSON MEETING AGENDA

Annex Conference Room
Tuesday, July 27, 2021, 11:30 A.M.

- I. Call to Order**
- II. Welcome and Introductions by Commission Chair**
- III. Discussion Items**
 - A. County/City Existing Agreements
 - i. Gun Range
 - ii. Law Enforcement Center
 - iii. Emergency Communications
 - B. Future Meetings
- IV. Additional Items**
- V. Adjournment**

City Proposal

AGENDA ITEM #3A1

CONTRACT NO. 2021 C _____

LAW ENFORCEMENT TRAINING FACILITY JOINT USE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021 by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (hereinafter referred to as "City"); and

RENO COUNTY, KANSAS, a political subdivision of the State of Kansas (hereinafter referred to as "County");

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

1. The City is the owner of the Law Enforcement Training Facility utilized primarily for the purpose of firearms training with the following legal description, to-wit:

The North 12.5 acres, more or less, of a portion of the Southeast Quarter of Section 30, Township 23 South, Range 5 West of the 6th Principal Meridian in Reno County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 30, Township 23 South, Range 5 West of the 6th Principal Meridian; thence with an assumed bearing North 89°12'42" East along the North line of said Southeast Quarter 808.36 feet to the East right-of-way line of U.S. 50 Highway for the point of beginning; thence continuing North 89°12'42" East along the North line of said Southeast Quarter 516.27 feet to the Northeast corner of Lot 4 of said Section 30; thence South 00°38'49" East along the East line of Lot 4 and Lot D4 of said Section 30, a distance of 1,771.09 feet; thence North 56°00'52" West 612.37 feet; thence North 60°23'55" West 546.49 feet to the Easterly right-of-way line of U.S. 50 Highway; thence North 21°12'02" East along said highway right-of-way line 1,235.23 feet to the point of beginning containing 26.33 acres, subject to any easements and/or rights-of-way of record, Reno County, Kansas.

2. The City shall retain control and management of the Law Enforcement Training Facility throughout the terms of this Agreement.

3. This Agreement shall be for a term of one (1) year from April 1, 2021 through March 31, 2022. This Agreement shall automatically renew for a period of twelve (12) months unless written notice is given thirty (30) days prior to the expiration of the current term of the party's intent to terminate said Agreement. In the event said notice is given, this Agreement shall terminate at the expiration of the current twelve (12) month term.

4. City and County shall have equal ability to access and use the Law Enforcement Training Facility for firearms training, firearms qualification exercises and for such other law enforcement activities as are consistent with the overall purpose and design of the Facility.

5. City and County shall maintain a joint calendar for the scheduling of the activities at the Law Enforcement Training Facility.

6. City will maintain the Facility in a clean and non-hazardous condition, keep the same properly mowed at all times during the term of this Agreement and maintain the road from the locked entrance gate to sites on the property.

7. City and County will divide equally the operations costs and maintenance expenses. Operation costs and maintenance expenses include, but are not limited to, utilities, insurance, mowing and grading. City shall bill to County on a monthly basis fifty percent (50%) of all costs and expenses related to the Law Enforcement Training Facility.

8. A Law Enforcement Training Facility committee shall be established and comprised of an equal number of Hutchinson Police Department representatives and Reno County Sheriff's Office representatives.

a. Any improvements, construction or law enforcement projects at the Facility shall be reviewed by the committee with recommendations made to the Hutchinson Police Chief and the Reno County Sheriff. Approval of any improvement, construction or law enforcement project at the Facility requires the joint consent of the Hutchinson Police Chief and the Reno County Sheriff. Any expense over Five Thousand Dollars (\$5,000.00) for the facility must be approved in writing by both the Hutchinson Police Chief and the Reno County Sheriff. All costs of any improvements, construction or law enforcement project at the Facility will be divided equally between City and County.

b. Any other issues involving the Law Enforcement Training Facility shall be reviewed by the committee with recommendations made to the Hutchinson Police Chief and the Reno County Sheriff for resolution.

9. The parties agree that the pond or any other areas on the property will not be used for fishing, hunting, or swimming; and that alcoholic beverages are not permitted on the property.

10. In case the aforesaid Facility shall, without any fault or neglect on the part of either City or County or their employees, be destroyed or be so injured by the elements or any cause so as to be unfit for use, then this Agreement shall terminate immediately.

11. Each party hereby assumes the liability for any damages to property and for any injuries to or death of any person or persons resulting from the use or occupancy of the aforesaid premises by that party. Each party hereby indemnifies and holds free from loss the other party for any damages to property and any injury to or death of any person or persons resulting from the use or occupancy of the aforesaid Facility by the party causing such loss, damage, injury, or death.

12. The County hereby agrees to pay any and all taxes or assessments levied by any governmental authority on said premises; and on any personal property owned by the County placed in or on said premises.

13. The City shall maintain a policy of liability insurance issued by an insurance company duly authorized to do business in the State of Kansas, which said policy so issued as

aforesaid shall provide liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) for any injuries to or death of any one person; and of not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries to or death of any number of persons which are sustained in the same accident; and of not less than Ten Thousand Dollars (\$10,000.00) for damage to the property of any person or persons.

14. The parties will maintain said premises in a clean and non-hazardous condition and operate the same in a safe manner at all times; and will not make or suffer any waste thereof, nor assign this Agreement, nor permit any other person or persons to occupy the same, or make or suffer to be made any alteration therein, without the joint consent of the City and County, in writing, having been obtained, and not use or occupy said premises for any purpose other than those authorized herein. Upon the violation or default in any of the preceding provisions, City or County shall give written notice of such default to the other party; and said party shall have a ten (10) day right to cure. If not successful, each party does hereby authorize and fully empower the cancellation and annulment of this Agreement at once.

15. The covenants, terms and conditions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF HUTCHINSON, KANSAS
a municipal corporation

Jeff Cantrell, City Manager

ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W. Brown, City Attorney

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Ron Sellers, Chairman

Ron Hirst

Daniel Friesen

ATTEST:

Donna Patton
Reno County Clerk

APPROVED AS TO FORM:

Joseph O'Sullivan
Reno County Counselor

Reno County Proposal

CONTRACT NO. _____

FIRING RANGE LEASE AGREEMENT

THIS LEASE, to be effective the _____ day of _____, 2021,
(hereinafter the "Effective Date") is entered into by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation (the
"City"); and

RENO COUNTY, KANSAS, a political subdivision of the State of Kansas (the
"County").

WHEREAS, the City owns a parcel of real estate upon which sits certain
improvements (the "Facility"), which the County has leased from the City for more
than thirty-five (35) years and has utilized said Facility for the primary purpose of
firearms training for law enforcement personnel employed by various
municipalities located in Reno County, Kansas, including the Hutchinson Police
Department, and

WHEREAS, the Facility is legally described on Exhibit "A" attached hereto;
and

WHEREAS, during the term of the aforesaid lease by the County from the
City, the County acting through its agency, the Reno County Sheriff's Department,
constructed and primarily funded a firing range and associated improvements at
the Facility, insured and maintained the premises, provided utility services,
supervised the operation of the Facility and provided a range calendar for eligible
law enforcement agencies to schedule firearms training; and

WHEREAS, the County desires to renew its lease of the Facility pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, the parties agree as follows:

1. That the City by these presents does let, lease and rent to the County, for the purposes described in Paragraph 5 below, the real estate located in Reno County, Kansas, as legally described on Exhibit "A" attached hereto.
2. That the County shall have and hold said lease for a term of twenty (20) years, commencing on the effective date. The lease may be automatically renewed for two additional five (5) year terms by the County at its election by written notice provided and delivered to the City at least thirty (30) days in advance of the termination date of the original term or of any subsequent extension thereof.
3. The County shall maintain control and management of this Facility throughout the terms of this lease subject to the terms and conditions provided herein.
4. The County may cancel this lease effective on the 1st day of any month during any term thereof, and written notice of said cancellation shall be served upon the City at least one hundred eighty (180) days prior to the date such cancellation is to become effective.
5. The Facility shall be used by County employees and other law enforcement agents designated by the Sheriff, and only when engaged

in official firearms training or in any other training capacity which is required and which will assist any law enforcement agency to enhance proficiency or facilitate deputies or other law enforcement officers in the performance of their duties. .

6. The City shall have the right to use the premises for its own training and qualification exercises on an equal basis with the County but will coordinate its training schedule with the County and both parties shall coordinate their respective training schedules on a calendar designed and dedicated for those purposes.
7. The County, in consideration of leasing the premises as above set forth, covenants and agrees with the City to maintain said premises in a clean and non-hazardous condition at its own expense, to keep the same property mowed at all times during the term of the lease, and to maintain the road from the locked entrance gate to sites on the property. The County and the City will share equally the operation costs and maintenance expenses of the Facility to include, but not necessarily limited to, utilities, insurance, mowing and grading.
8. The parties agree that the pond and other areas of the Facility will not be used for fishing, hunting or swimming; and that alcoholic beverages are not permitted on the property.
9. In the event the aforesaid premises without fault or neglect on the part of the County or of its employees shall be destroyed or be so injured by

the elements of any cause as to make it untenable or unfit for occupancy then the County, at its option, may cancel the lease

10. Each party hereby assumes the liability for any damages to the property and for any injuries to or death of any person or persons resulting from the use or occupancy of the aforesaid premises by that party.
11. The County and the City understand and acknowledge that the County and City are both subject to the Kansas Tort Claims Act under the laws of the State of Kansas, and the County and City agree that no provisions herein, expressed or implied, shall be deemed to constitute a waiver of those provisions.
12. The County shall file and deposit with the City Clerk of Hutchinson, Kansas, a policy of liability insurance issued by an insurance company duly authorized to do business in the State of Kansas, which said policy so issued shall provide liability coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) for any injuries to or death of any person; and for not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries to or death of any number of persons which are sustained in the same accident; and of not less than Ten Thousand Dollars (\$10,000.00) for damage to the property of any person or persons.
13. a. The parties contemplate that significant capital improvements will be required at the Facility. In the event either the County or the City desire such improvements, the Sheriff and the Chief of Police shall

meet and confer with respect to such improvements prior to March 1 of the year next preceding the fiscal year in which the improvements are proposed to be constructed. No such improvements shall be made without their mutual agreement. The Sheriff and the Chief of Police may consult with their respective staff members for recommendations with respect to such improvements.

- b. If agreement is reached between the Sheriff and Chief of Police a detailed written proposal with respect to the improvements, including a cost estimate, signed by each of them shall be submitted to the Hutchinson City Manager and the County Administrator for their joint approval no later than May 1 of said year. In the further event that mutual agreement is reached with respect to the proposed improvements, the City Manager and the County Administrator shall verify that funding for such improvements is available or will be sought from their respective governing bodies. The cost of any such improvements shall be apportioned 50% to the County and 50% to the City. Any such improvements shall be further subject to funding budgeted by the respective governing bodies and available for said purposes. Any improvements authorized by the procedure outlined herein shall be contracted for and managed by the County while adhering to all requirements, including public bidding of such projects, which are legal obligations of either party.

- c. The provisions of this Paragraph 13 shall apply to any expense anticipated to exceed Five Thousand Dollars (\$5,000.00). The County shall not make any improvements to the property of Five Thousand Dollars (\$5,000.00) or less without the written consent of the City Manager, which approval shall not be unreasonably withheld.
14. The County further covenants with the City that at the expiration of the initial term of this lease and any extensions thereof as herein provided, it will give peaceful possession of the said premises to the City in as good condition as said premises now are, the usual wear, unavoidable accidents and loss by fire excepted; and the County will maintain said premises in a clean and non-hazardous condition and operate the same in a safe manner at all times; and the County will not make or suffer any waste thereof, nor assign this lease, nor underlet, nor permit any other person or persons to occupy the same except as herein provided, or make or suffer to be made any alterations therein without the consent of the City in writing and not use or occupy said premises for any purpose other than those authorized herein. Upon the violation or default of any of the preceding covenants and provisions, the City shall give written notice of such default, and the County shall have a ten (10) day right to cure. Reasonable time extensions to cure the default will not be denied. If the County shall not be successful in remedying any

default to the satisfaction of the City, the City shall be entitled to pursue its legal remedies

IN WITNES WHEREOF, the parties have hereunto set their hands to be effective the day and year first above written.

[Remainder of page intentionally left blank]

RENO COUNTY, KANSAS

Randy Partington
Reno County Administrator

ATTEST

Donna Patton, Reno County Clerk

APPROVED AS TO FORM:

Joseph O'Sullivan, Reno County Counselor

CITY OF HUTCHINSON, KANSAS
a municipal corporation

Jeff Cantrell, City Manager

ATTEST:

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W. Brown, City Attorney

5/28/21

EXHIBIT "A"

FIRING RANGE LEASE AGREEMENT

The North 12.5 acres, more or less, of a portion of the Southeast Quarter of Section 30, Township 23 South, Range 5 West of the 6th Principal Meridian in Reno County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 30, Township 23 South, Range 5 West of the 6th Principal Meridian; thence with an assumed bearing North $89^{\circ}12'42''$ East along the North line of said Southeast Quarter 808.36 feet to the East right-of-way line of U.S. 50 Highway for the point of beginning; thence continuing North $89^{\circ}12'42''$ East along the North line of said Southeast Quarter 516.27 feet to the Northeast corner of Lot 4 of said Section 30; thence South $00^{\circ}38'49''$ East along the East line of Lot 4 and Lot D4 of said Section 30, a distance of 1,771.09 feet; thence North $56^{\circ}00'52''$ West 612.37 feet; thence North $60^{\circ}23'55''$ West 546.49 feet to the Easterly right-of-way line of U.S. 50 Highway; thence North $21^{\circ}12'02''$ East along said highway right-of-way line 1,235.23 feet to the point of beginning containing 26.33 acres, subject to any easements and/or rights-of-way of record, Reno County, Kansas.

CITY CONTRACT NO. 2016 C 56

2016 CITY-COUNTY LAW ENFORCEMENT AGREEMENT

This Agreement to be effective the 1st day of January, 2016, is made and entered into by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation;
and **RENO COUNTY, KANSAS**, a quasi-municipal corporation.

WHEREAS, the parties jointly operate a Law Enforcement Center (the “LEC”) located at 210 West First Avenue, in Hutchinson, Kansas, and numerous programs contained or based therein; and

WHEREAS, the parties previously have entered into and renewed Agreements providing for the sharing of fiscal and other responsibilities with respect to the funding, operation and management of certain activities within the LEC, the last of which was executed on February 1, 2011 (City Contract No. 2011 C 46); and

WHEREAS, prior Agreements pertain to a time when the Reno County Jail was located within the LEC and prior to the construction and commencement of operations of a new county jail, known as the Reno County Correctional Facility (the “Facility”) at a separate location in the Fall of 2015; and

WHEREAS, the parties wish to continue to provide for the joint funding of the LEC and the Facility and to substitute this Agreement in its entirety for all previous Agreements with respect thereto.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE. LAW ENFORCEMENT CENTER

- A. The County will provide for the utilities, insurance, custodial services and provide a building maintenance supervisor.
- B. The City will pay to the County:
 - 1. 50% of 28% of the cost of total kilowatt hours of electricity billed each month to the County for combined service to the LEC and the Reno County Courthouse;
 - 2. 50% of 33 1/3% of the cost of natural gas billed each month to Reno County for combined service to the LEC and the Reno County Courthouse;
 - 3. 50% of the cost of refuse service to the LEC each month;

4. 50% of the cost of water service rendered to the LEC each month;
 5. 50% of the cost of property and casualty insurance carried on the LEC by the County;
 6. A pro rata share of the cost of custodial services paid by the County, the proration to be based upon the square footage occupied and used by each party;
- C. Maintenance of the LEC, following application of fire and casualty insurance proceeds, if any, shall be shared on an equal basis (50/50) by the City and by the County in areas under common control. Each party shall pay the cost of maintenance for areas under their exclusive control. The term "maintenance" as used in this paragraph shall be understood not to pertain to general custodial services, but it shall apply generally to renovation and fixture replacement.

SECTION TWO. RENO COUNTY CORRECTIONAL FACILITY OPERATIONAL COSTS AND RELATED MATTERS

- A. The City agrees to provide all transportation/escort services and maintenance of any prisoner confined at the Facility, solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court to, from and during Municipal and District Court appearances. This provision does not apply to transporting and escorting prisoners to and from the Facility and the LEC/Municipal Court.
- B. In the event a person has been placed in protective custody by a Hutchinson Police Officer, and in the further event such person in protective custody has been approved for placement at a State mental health facility, the County will provide transportation/escort services of such person to the State mental health facility. In addition, the County will provide transportation/escort services to any medical or dental appointments or emergencies pertaining to City prisoners.
- C. The parties agree that the costs in regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court are the responsibility of the City. The parties agree that based upon an historical review of jail facilities use and other activities and services provided to City prisoners only, the City's share of such expenses equals approximately 14% of the total cost for providing the same.
- D. The City will pay to the County 14% of the total amount expended for all Facility operational costs, which costs include staffing, utilities, equipment, maintenance, repairs, replacement, meals, clothing and supplies necessary for the personal maintenance of prisoners, routine daily medical staffing and supplies, but do not include the actual, necessary cost of medical treatment of City prisoners.

- E. In addition, with regard to any prisoner confined solely by reason of a charge originating in or cognizable by the Hutchinson Municipal Court, the City will pay the actual, necessary costs of medical and dental treatment directly to the medical providers.
- F. Facility operational costs shall be billed quarterly.
- G. The parties agree to review, as needed, the history of prisoner populations and activities attributable to the City in order to provide for fair and equitable cost sharing in future agreements.
- H. The parties agree that pursuant to K.S.A. 22-4612a, the obligation of a governmental entity statutorily specified therein to pay for the medical expenses of an indigent criminal offender is initially triggered by the entity having custody of the indigent offender at the time the decision is made to obtain medical treatment for the offender. A person is in custody when under arrest, although arrest might not always be necessary to establish custody.

If the offender is not in the custody of a Reno County Sheriff's Deputy at the time the decision is made to obtain medical treatment for the offender, the County shall not be responsible for the payment of medical treatment received by the offender until such time as said offender has been transferred to the custody of the Sheriff at the booking room/booking area at the Facility.

The provisions of this paragraph H shall be construed in accordance with current Kansas statutory and case law.

SECTION THREE. DRUG ENFORCEMENT UNIT

A. DEFINITIONS:

1. City of Hutchinson "THC Account" ("THC Fund") consists of personal property proceeds (cash) on deposit in federal or state chartered financial institutions, which said proceeds come from assets seized from drug enforcement operations which were forfeited by order of the District Court and transferred to the City and County to be used for non-budgeted law enforcement operations. The parties hereto are the joint owners of the THC Fund.
2. Law Enforcement Trust Fund ("The Trust Fund") consists of assets seized pursuant to drug tax warrants served in Reno County. The Trust Fund is required to be used exclusively for law enforcement purposes. The Trust Fund is managed by the Reno County Treasurer. The parties hereto are jointly and equally entitled to the assets of The Trust Fund.

3. The Real Estate shall mean a 3.5 acre tract of land improved with a single story 15,000 square foot metal industrial building located on East Avenue G, Hutchinson, Kansas.
 4. Personal Property shall mean all tangible personal property purchased from assets of the THC Fund, The Trust Fund, and obtained from grants, whether prior to or subsequent to the effective date of this Agreement, except for motor vehicles.
- B. The parties agree that the THC Fund shall be managed by the City of Hutchinson. All expenditures from either the THC Fund or The Trust Fund are subject to the mutual agreement of the Reno County Sheriff and the City of Hutchinson Chief of Police, who may exercise their authority through a designated representative or representatives. In the event the DEU shall be disbanded as currently organized as a joint City/County function, the proceeds of the THC Fund and The Trust Fund shall be apportioned equally between the City and the County and shall be utilized for their separately operated law enforcement functions.
 - C. The parties hereto previously acquired the Real Estate and improvements described at paragraph A. 3. above with THC Funds. The Real Estate shall be titled in the name of Reno County, however, the ownership, operation, maintenance and any future transfer or sale of the Real Estate shall be pursuant to the terms and conditions of this Agreement.
 - D. The parties agree that the Real Estate shall be used exclusively for law enforcement purposes. A portion of the building located on the Real Estate is dedicated exclusively to the purposes and functions of the Drug Enforcement Unit. The remaining portion of the building is dedicated to such law enforcement functions and operations, and in such proportions, as the Reno County Sheriff and the Hutchinson Chief of Police shall mutually agree.
 - E. The costs of building maintenance and improvements, utilities, insurance and any other expense necessary for the preservation, operation and security of the building and of the premises shall be shared equally between the City and the County and paid from funds lawfully budgeted and available for such purposes.
 - F. All tangible personal property acquired from the THC Fund and The Trust Fund, except for motor vehicles, shall be owned by Reno County, which shall be responsible for insuring and maintaining such personal property. All such property shall be assigned to the Drug Enforcement Unit. The costs for insurance and maintenance for such personal property, as determined prudent and necessary by the Sheriff and the Chief of Police, shall be shared equally between the parties.
 - G. Motor vehicles acquired for Drug Enforcement Unit purposes from the THC Fund or The Trust Fund shall be titled in the name of the City and of the County respectively in equal numbers, unless otherwise agreed upon by the Sheriff and

the Chief of Police. The party holding title to a Drug Enforcement Unit vehicle shall be solely responsible for the cost of maintenance and insurance with respect thereto.

- H. In the event the Drug Enforcement Unit shall be disbanded as currently organized as a joint City/County function, the Sheriff and Chief of Police shall have the responsibility, exercised by mutual agreement, to allocate and assign the Personal Property and the motor vehicles in kind and in relatively equal shares (as to value) to the City and to the County. The Personal Property and/or motor vehicles may also be sold. The net proceeds of sale shall be returned to the THC Fund. Further, in the event the Drug Enforcement Unit is disbanded, or in the event the Chief of Police and the Sheriff mutually agree that the Real Estate should be sold, said Real Estate shall be sold under such terms and conditions as the Sheriff and the Chief of Police shall agree, which said terms and conditions of sale shall be consistent with State law and the policies of the County and of the City.
- I. Each party agrees to be responsible respectively for all pay and benefits, including retirement and worker's compensation, for the personnel it assigns to the Drug Enforcement Unit.
- J. The Criminal Analyst position shall be a County employee, and the City and County shall share equally all payroll and employee benefits cost attributable to this position. The City agrees to provide all other services required by the Drug Enforcement Unit, excluding personnel payroll and benefits, and the County agrees to reimburse the City for one-half said expenses in excess of amounts provided by grant funds or by jointly seized assets.

SECTION FOUR. CIVILIAN EVIDENCE/PROPERTY CONTROL TECHNICIANS

The City agrees to pay the cost of the civilian evidence/property control technicians, and the County agrees to reimburse the City for one-half of said expenses.

SECTION FIVE. DURATION

This Agreement shall be for a one (1) year term concluding December 31, 2016. This Agreement shall automatically renew itself for like one-year terms, unless either party notifies the other in writing no later than August 1st of any year of its intent to terminate or modify the Agreement. This Agreement also may be modified at any time upon the mutual agreement of the parties.

SECTION SIX. PAYMENTS AND ACCOUNTING

All payments due under this Agreement shall be paid within a reasonable time following billing therefore. The books and records of both parties shall be open to inspection during normal business hours.

SECTION SEVEN. CONTINGENCIES

All City/County programs are based on estimated budgeted figures and if unforeseen events occur, the figures may be adjusted, subject to both parties' consent.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

CITY OF HUTCHINSON, KANSAS

DATED: April 19, 2016

Steven Dechant
Jade Piros de Carvalho, Mayor
Steven Dechant, Vice Mayor

ATTEST:

Karen Weltmer
Karen Weltmer, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

DATED: 4-19-2016

Dan Deming
Dan Deming, Chairman
James Schlickau
James Schlickau, Member
Brad Dillon
Brad Dillon, Member

ATTEST:

Donna Patton
Donna Patton, County Clerk

REVIEWED AND APPROVED:



Paul W. Brown, City Attorney



Joseph O'Sullivan, County Counselor

10/19/15

**CITY CONTRACT NO. 2005C 170
2006 CITY-COUNTY
EMERGENCY COMMUNICATIONS
AND RADIO MAINTENANCE CONTRACT**

This agreement, made and entered into on the 21st day of December 2005, by and between:

THE CITY OF HUTCHINSON, KANSAS, a municipal corporation; and **RENO COUNTY, KANSAS**, a quasi-municipal corporation.

NOW, THEREFORE, the parties agree as follows:

- 1) The City shall maintain within its police department a Division of Emergency Communications (the "Communications Division"), the responsibilities of which shall include but are not limited to:
 - a) Providing emergency communications for all City and County emergency service agencies; and
 - b) Furnishing all routine and emergency radio installation, maintenance and repair for the City and county agencies utilizing radio communication equipment; and
 - c) Hiring and retaining adequate personnel and purchasing and maintaining equipment necessary for emergency communication operations.

CONCERNING EMERGENCY COMMUNICATIONS:

- 2) a) The Communications Division shall be a subordinate agency of the City police department and the Director shall be appointed by the City Manager and in all respects be responsible directly to the Chief of Police and ultimately to the City Manager. As between the parties, the City Manager shall have full authority to oversee the Director and staff of the Division in the same manner and to the same extent as with other City employees; provided, that the Manager shall consult with the County Commission prior to any hiring, demotion or termination of a Director of the Communications Division.
- b) As compensation to the City for services provided by the Communications Division to the County and its agencies, the County shall pay the city an amount equal to the sum of:
 - i) 50% of the salary of the Director of the Communications Division (the "Director"), including such fringe benefits as pertain to the position;
 - ii) 50% of all City expenses attributable directly to the emergency communication functions of the Division.

For purposes of this paragraph, "City expenses" shall, before calculation of the sum to be paid by the County, be reduced by all sums paid toward operation of the Communications Division by federal or state governments or by any other local governments, whether such sums represent subsidies, grants or payments for services rendered. Nothing herein shall be construed to prohibit the City from providing

communications service to other municipalities so long as the quality of services provided to the County is not diminished. The County is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during said County's current budget year or funds made available from any lawfully operated revenue producing source.

- c) The City shall keep and maintain records of all expenses incurred in operation of the Communications Division and of all revenues received for the account of the Communications Division. Such records shall be available for inspection by the County at all reasonable times.
- d) All computer and communications equipment and other furnishings and equipment used by the Communications Division shall be insured to its full value, against loss by all perils, by the County; provided, that the County shall receive a credit, in the amount of one-half the cost of such insurance, against the sums owed the City under this paragraph.
- e) The parties recognize the divergent and sometimes unique services required by the various agencies to be served by this Agreement. For the purpose of adequately providing those services and for the purpose of resolving conflicts, which may arise between the agencies, the Emergency Communications Advisory Board shall have powers and duties set forth as hereinafter provided.
- f) Emergency Communication Advisory Board (the "Communications Board").
 - 1) The Communications Board shall consist of the County Sheriff, the City Chief of Police, the City of South Hutchinson Chief of Police, the County Director of Emergency Medical Services, the City Fire Chief, a Reno County District Fire Chief, the County Emergency Management Director, the County Public Works Director, and the City Public Works Director. The members of the Communications Board shall assume office upon appointment or election to the respective positions, and serve on the Communications Board as long as they hold their respective elected office or appointed position. The Communications Board shall convene for its regular meeting on the call of the Chairman. The Communications Board shall elect one member as its chairman and one member as its vice-chairman. The terms of the chairman and vice-chairman shall be for one year. The Director will act as staff to the Communications Board and service as an ex officio member thereof. The Director shall cause a proper record to be kept of all proceedings of the Communications Board.
 - 2) The Communication Board shall recommend communications operational policies and procedures to the Director.
 - 3) To further minimize interagency friction, all conflicts shall be resolved at the lowest level possible. Nothing herein shall be construed to prohibit any member of the Board, or any representative of a member, from conferring with the Director on a one-to-one basis. Such informal contacts shall be encouraged by all agencies serviced by the Communications Division; provided, that the Director shall in all respects remain responsible directly to the Chief of Police and indirectly to the City Manager. In any event, conflicts should come before the Board only when informal attempts at resolution have failed.

- 4) The Board, in concert with the Director, shall annually develop an operating budget for the Communications Division for the ensuing fiscal year. Such budget shall be submitted to the City Manager. The City Manager shall review such budget and shall submit it, together with any modifications he or she deem appropriate, to the City's Governing Body for approval. The Governing Body shall consult with the County Commission and adopt such proposed budget, either as submitted or as modified.
- g) The parties shall annually provide, by budget and appropriation, for their respective shares of the operating expenses of the Communications Division.
- h) The City shall indemnify the County against and in all respects hold it harmless from all claims:
 - 1) Made against it by any employee or former employee of the Communications Division, and arising in any way out of such person's employment in the Communications Division; or
 - 2) Made against it by any person and arising out of any negligent or otherwise wrongful acts or omissions by any employee of the Communications Division;
 - 3) It is the parties intent that the Communications Division be an agency of the City for all purposes; provided, that the City assumes no duty to indemnify the County or its agents or employees against, or hold them harmless from, the consequences of negligent or wrongful acts or omissions of the County, or it's employees and agents.
- i) Ownership of all emergency communications equipment presently used by the Emergency Communications Division, together with all computer hardware and software jointly purchased by the parties to establish computerized emergency communications systems shall be retained by the Division. If this Agreement is terminated, all equipment, shall be divided equitably between the parties based upon their comparative contribution to acquisition and on need, or as otherwise agreed. For purposes of this agreement, emergency communications equipment shall include all personal property utilized by the Division to broadcast or to otherwise transmit emergency communications to City and County agencies, and said term exclude equipment utilized by those agencies to receive emergency communications and to respond thereto.

CONCERNING RADIO MAINTENANCE:

- a) The City shall hire a radio repair technician who shall be a city employee and who will perform repairs on and installation/removal of all radio equipment owned and operated by all agencies of the City and County and selected rural fire districts for which the Board of Reno County Commissioners is or shall be the governing body. Prior to hiring such technician, the City shall consult with and consider any recommendation made by the Communications Board.
- b) All costs of radio maintenance service, including initial parts inventory, shall be shared between the parties hereto on a 50/50 basis or upon such other basis as parties from time-to-time agree upon in writing, considering the relative time required to service the agencies or each party; provided, however, all parts and equipment required in providing

services specified herein, whether specially ordered or drawn from inventory, shall be billed to, and paid for by, the City or the County agency requiring the same.

- c) The parties hereto each retain a 50% ownership interest in the parts and equipment inventory and shall share equally in the distribution of that inventory, or in cash proceeds upon sale, should this agreement be terminated.
- d) The County shall use its best efforts to provide the City as much advance notice as possible of proposed large-scale maintenance or rebuilding of radio equipment, so as to allow the City to budget the cost thereof.


GENERAL PROVISIONS:

- a) The City agrees that it shall provide emergency communication and radio maintenance services to City and County agencies alike on an equal basis, and that no City agency or department will be considered to have priority in using the services of the Communications Division. The city acknowledges that in providing emergency communications services to Reno County, it acts as a custodian only for any records generated on behalf of the County during the provision of emergency communications services and that the County at all times retains access to and control over dissemination of the information contained within the those records. Any requests for information or records maintained on behalf of Reno County shall be disseminated only to individuals authorized and designated by the County to receive said information.
- b) Each party hereto shall be responsible respectively, independent of this agreement, for decisions concerning major replacement of its radio equipment other than "emergency communications equipment" defined elsewhere herein. Said responsibility shall include, but not be limited to, the timing, selection of equipment and method of contracting. The Communications Division shall, however, provide technical assistance to any agency considering such replacement and may, upon terms and conditions acceptable to the parties hereto, undertake to perform, on behalf of such agency, some or all of the tasks to replacement of such equipment.
- c) Any detail or details of operation not specified herein, but which are necessary subjects of agreement between the parties hereto, shall be implemented as necessary by letters of understanding between the parties; all such letters shall be co-signed by the City Manager and the Board of County Commissioners or its designee.
- d) This contract will be effective from January 1, 2006 through December 31, 2006, and shall automatically renew itself for like one year terms, unless either party notifies the other in writing no later August 1st of each year.


[Remainder of page intentionally left blank]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

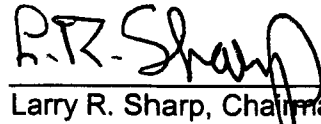
CITY OF HUTCHINSON, KANSAS


Dean Brigran, Mayor

ATTEST:


John Deardoff
City Manager

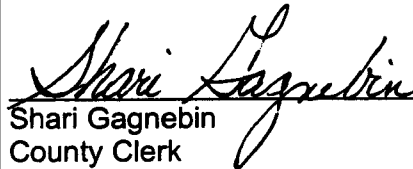
BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS


Larry R. Sharp, Chairman


Francis E. Schoepf, Member


Frances J. Garcia, Member

ATTEST:


Shari Gagnebin
County Clerk

REVIEWED AND APPROVED:


Carolyn H. Patterson, City Attorney

Dated: 12-20-05


Joseph P. O'Sullivan, County Counselor

Dated: Dec. 21, 2005

12/13/05