

FIRE TRAINING ACCESS AGREEMENT
by and between
SEDGWICK COUNTY FIRE DISTRICT NO. 1
and
CITY OF WICHITA, KANSAS

This Agreement is made and entered into this ____ day of _____, 2016, by and between Sedgwick County Fire District No. 1 (“Fire District”) and the City of Wichita, Kansas (“City”).

WITNESSETH:

WHEREAS, the City currently operates the City of Wichita Regional Fire Training Center (“RFTC”), located at 4780 E. 31st Street South in Wichita, Kansas; and

WHEREAS, the Fire District desires to use the RFTC for fire service training; and

WHEREAS, the parties wish to provide a framework to insure coordination of fire service training.

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

1. Term and Termination. This Agreement will be perpetual in nature and shall commence on the date ascribed above. Either party may terminate this Agreement upon written notice to the other party. Said written notice will not become effective until one-hundred eighty (180) days from the date it is sent.

2. Scheduling of Training. The Fire District, through its Deputy Chief, or his designee, will provide its annual training schedule to the City’s Fire Training Coordinator in advance of January 1 of each year. The City’s Fire Training Coordinator will confirm the Fire District’s request in writing within seven (7) calendar days of receipt of the scheduling request. Prior to January 1, an annual training scheduling meeting between the Deputy Chief of the Fire District and the Fire Training Coordinator of the Wichita Fire Department will occur. For the remainder of 2016, the Fire District, through its Deputy Chief, or his designee, will provide its training schedule to the City’s Fire Training Coordinator by June 1, 2016. The City’s Fire Training Coordinator will confirm the Fire District’s request in writing within seven (7) calendar days of receipt of the scheduling request. Prior to June 1, a training scheduling meeting between the Deputy Chief of the Fire District and the Fire Training Coordinator of the Wichita Fire Department will occur.

If the need should arise for additional training dates during any year of this Agreement, the Fire District, through its Deputy Chief or his designee, will provide the City’s Fire Training Coordinator with at least thirty (30) days written notice of the required dates. This request will be acknowledged by the Fire Training Coordinator in writing within seven (7) calendar days. In the event that the Fire District’s scheduling request cannot be accommodated, the City’s Fire Training Coordinator will provide, in writing, an alternate confirmed date(s) that is within seven (7) calendar days of the Fire District’s initial request.

3. Access to and Use of Facility. The Fire District will be granted access to train at the RFTC twenty-four (24) hours per day, seven (7) days per week. In the event the Fire District schedules after-hours training (i.e., after 5:00 pm on weekdays), City will arrange for the Fire District to have access as scheduled. During scheduled training hours, the Fire District will have access to all parts of the RFTC

including, but not limited to, the grounds, classrooms and training tower. During scheduled training hours, the Fire District will also have unlimited access to all fire training props which include, but are not limited to, cars, tanks, underground training, and hydrants.

4. Fees. Both parties agree that no compensation or remuneration shall be exchanged, requested or expected at any time for activities conducted in connection with this Agreement.

5. Hold Harmless. Both parties hereby expressly agree that they will hold and save harmless and indemnify the other party, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of each party's negligence and/or willful, wanton or reckless conduct. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has, or but for the indemnity would have, a defense against or limitation of the subject liability under the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

6. Property Damage. The Fire District agrees to compensate the City for any and all damages to RFTC property, real or personal, that is a direct result of the Fire District's use of such property, ordinary wear and tear excepted.

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: Sedgwick County Fire District No. 1
Attn: Fire Chief
7750 N. Wild West Drive
Wichita, Kansas 67147

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 Fire Department
Attn: Fire Chief
455 N. Main, 11th 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.

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 either party shall not constitute a waiver.

13. **Force Majeure.** Neither party shall be held liable if the failure to perform under this Agreement arises out of causes beyond the control of either party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by either party's employees, and freight embargoes.

14. **Nondiscrimination and Workplace Safety.** Both parties agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

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. **Cash Basis and Budget Laws.** The right of the Fire District 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 Fire District shall at all times stay in conformity with such laws, and as a condition of this Agreement the Fire District reserves 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.

17. **Anti-Discrimination Clause.** The parties 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 either party 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 the non-violating party, without penalty thereto; and (f) if it is determined that either party 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 the non-violating party, without penalty thereto.

18. Compliance with Law. Both parties agree that they shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY FIRE
DISTRICT NO. 1

CITY OF WICHITA

JAMES M. HOWELL, CHAIRMAN

JEFF LONGWELL, MAYOR

TAVIS LEAKE
FIRE CHIEF

RONALD D. BLACKWELL
FIRE CHIEF

APPROVED AS TO FORM ONLY:

Misha C. Jacob-Warren
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk