

RESOLUTION NO. 081312-1

A RESOLUTION TERMINATING AN INTERLOCAL AGREEMENT WITH DICKINSON COUNTY, KANSAS, CONCERNING CITY/COUNTY ENGINEERING SERVICES EFFECTIVE JANUARY 1, 2013

WHEREAS, it is the desire and intent of the City of Abilene, Kansas to terminate an Interlocal Agreement with Dickinson County, Kansas regarding engineering and related inspection services; and

WHEREAS, the Interlocal Agreement provides that such Agreement may be terminated if one of the parties provides notice of said termination within at least sixty days of the anniversary date of the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Abilene, Kansas, as follows:

**Section 1. Agreement.** That an Interlocal Agreement dated May 29, 2007 between the City of Abilene and Dickinson County concerning the sharing of engineering services as attached hereto as **Exhibit A**, shall be hereby terminated effective January 1, 2013.

**Section 2. Effective Date.** That the Interlocal Agreement shall remain in full force and effect until January 1, 2013.

**Section 3. Implementation.** The City Manager is hereby authorized to provide notice of termination of the Interlocal Agreement to Dickinson County, Kansas per Section 5 of the Interlocal Agreement of this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas on August 13, 2012.



CITY OF ABILENE, KANSAS

By: Dennis P. Weishaar  
Dennis Weishaar, Mayor

ATTEST:

By: Penny Soukup  
Penny Soukup, City Clerk

**EXHIBIT A**

**Interlocal Agreement for Engineering Services**

**with**

**Dickinson County, Kansas**

**May 29, 2007**

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into the 29<sup>th</sup> day of May, 2007, by and between the City of Abilene, Kansas, a duly authorized municipal corporation hereinafter referred to as "City", and the Board of County Commissioners of Dickinson County, Kansas, hereinafter referred to as "County".

WHEREAS, K.S.A. 12-2904 and 12-17, 119 allow public agencies to enter into Interlocal Agreements to jointly perform certain functions including engineering and related inspection services; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies having the statutory authority to enter into Interlocal Agreements; and

WHEREAS, it is the desire and intent of the parties to enter into an Interlocal Agreement regarding engineering and related inspection services in Abilene and Dickinson County, Kansas.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. That engineering services are required by the City to oversee building projects and new and existing housing development infrastructure installation and repair. The City has hired a full time engineer to oversee such projects. The initial annual Salary is \$81,723.00. Additional benefits include a car allowance of \$175.00 per month, a moving allowance of up to \$2,000.00 and health insurance and employee benefits as specified in the Abilene City Employee Policies and Guidelines. The engineer shall begin his employment on or before July 2, 2007. The salary, car allowance and benefit package is subject to change by mutual agreement.
2. The county has need for a part time engineer to oversee building projects, road and bridge projects and existing development infrastructure installation and repair.
3. City and County desire to avoid duplication of services within the county with respect to engineering services. Therefore, City and County agree that City will provide its engineer's services part time for the county. City shall be responsible for employing the engineer and for providing the engineer's pay and benefits. Provided, that when working on City projects, the engineer shall be supervised by and report to the City Manager. When working on County projects, the engineer shall be supervised by and report to the Director of Administration for the County. The engineer shall work for the City four (4) days a week and for the County one (1) day a week. City shall provide an office and office equipment for the engineer at the City Public Work's Building at its own expense. The work schedule for the engineer shall be subject to change by mutual agreement.
4. City and County shall share the cost of the engineer's services with City paying eighty percent (80%) of the salary, relocation cost, car allowance and benefit package of the engineer. County shall be responsible to pay an amount equal to twenty percent (20%) of the salary,

relocation cost, car allowance and benefit package of the engineer. Such payments shall be reimbursed to City on a quarterly basis with the first such reimbursement being due on October 15, 2007, and subsequent reimbursements due January 15, April 15 and July 15. City shall be responsible for any and all liability to third parties arising from work performed by the engineer for City and County shall be responsible for any and all liability to third parties arising from work performed by the engineer for County.

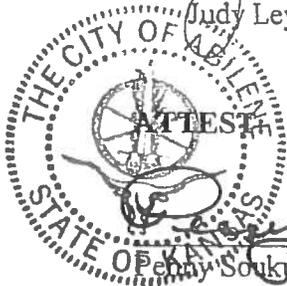
5. This Interlocal Agreement shall automatically be renewed each year unless notice is given 60 days prior to the anniversary date of this agreement by either party.
6. This Interlocal Agreement shall be executed in duplicate and duly executed by all parties.
7. The parties further recognize and acknowledge that this Interlocal Agreement is subject to approval by the Attorney General of the State of Kansas.

**CITY OF ABILENE, KANSAS**

**BOARD OF COUNTY COMMISSIONERS  
DICKINSON COUNTY, KANSAS**

By: Judy Leyerzapf  
Judy Leyerzapf, Mayor

By: Joe Nold  
Joe Nold, Chairman of the Board



By: Penny Soukup  
Penny Soukup, CMC, City Clerk

ATTEST:

Sandra Emig  
Sandra Emig, County Clerk

**APPROVAL OF ATTORNEY GENERAL OF THE STATE OF KANSAS**

The above and foregoing Interlocal Agreement is hereby approved this 8th day of

June 2006. → 2007

Mary Feyh, Deputy  
Att Gen.  
Office of the Attorney General of the  
State of Kansas