

**Memorandum of Understanding**  
**Business Director / Finance Director**  
**Shared Services**

This Memorandum of Understanding ("MOU"), is made between the City of Fort Scott, Kansas (hereinafter, "City"), and Bourbon County, Kansas (hereinafter, "County"), (the City and County, collectively, hereinafter, the "Parties") and is written for the purpose of memorializing the understanding between the Parties with respect to the City agrees to provide its employee to serve as the Business Director for the County, as set out herein.

WHEREAS, the County is in need of specialized and expert services to address certain financial and other matters on a contract basis, for an unknown, but non-permanent, period; and,

WHEREAS, the City's Director of Finance, Susan Bancroft, has the necessary experience, specialized skills, and expertise; and,

WHEREAS, the City agrees to provide the needed services to the County, and the County agrees to compensate the City for such services; and

WHEREAS, the Parties agree that, in addition to her regular duties for the City, Susan Bancroft, the City's Director of Finance, will assume duties as the County's Business Director; and,

WHEREAS, the City and County agree that this arrangement fulfills a public purpose and the interests of each of the governmental units, and allows each of them to realize a public benefit.

NOW, THEREFORE, in consideration of the mutual interests set out herein, the Parties have entered in to this MOU in order to memorialize the agreements, conditions, requirements and obligations of the parties, as follows:

**1. Representations.**

- a. Business Director.** The City agrees to provide an employee to the County to serve as its Business Director to perform specialized and expert duties for the County of a financial nature as assigned by the County from time to time. The City will provide its Finance Director, Susan Bancroft, to fulfill its obligations under this Agreement.
- i. Duties.** The Business Director provided by the City shall perform all specialized and expert financial job functions and duties as assigned, including day to day financial operations of the County. From time to time, County Commissioners may also add other duties within the reasonable scope of the Business Director's work. At no time will the Business Director have, under this agreement, decision making authority on

behalf of the County, or the ability to make binding decisions for the County on any matter.

- ii. *Contractual Nature.* No employer-employee relationship is created or intended to be created by this MOU between the County and the City or the County and Ms. Bancroft. The County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments or benefits for, to, or on behalf of Ms. Bancroft's services as Business Director pursuant to this MOU.
- iii. *Confidential Information.* The County agrees to furnish the Business Director all information required to perform the essential job functions as assigned including access to all records of the County. The Business Director will be subject to all confidentiality requirements of applicable laws.

2. **Employment Relationship.** During the term of this agreement between the Parties:

- a. Ms. Bancroft remains employed by the City at-will. However, nothing in this agreement shall be construed to limit or impair the rights of the City in its employment of Ms. Bancroft.
- b. Ms. Bancroft remains subject to the City's personnel policies and procedures. The City shall be responsible for any performance reviews and/or discipline.
- c. Ms. Bancroft will be paid by the City at the pay rate of one hundred and fifteen thousand dollars per year (\$115,000, or \$4,423.08 per week, on a 26 pay period per year basis) during the period in which the County is making its required payments to the City under this agreement. At the termination of this agreement, Ms. Bancroft's compensation will revert to her base pay at the time of this agreement, ninety two thousand, six hundred and twenty eight dollars (\$92,628) per year. This base pay will be adjusted upward to account for the merit, longevity, and or base pay raises to which similarly situated City employees were entitled during the term of this agreement.
- d. The City will be responsible for tracking and managing Ms. Bancroft's paid time off and vacation time during this agreement. Notice must be given to the County if the City employee will be taking more than one full week of time off during the term(s) of this contract. The County reserves the right to modify any paid time off policies.
- e. The City and the County agree they will each will require Ms. Bancroft to track her time in each of her positions, in a manner acceptable to the City and County. This account

will be shared with the City and County in fulfillment of the Compensation accounting under paragraph 4. **Compensation.**

3. **Work Schedule.** The City and County agree and understand that Ms. Bancroft shall be allowed to establish an appropriate work schedule and that the schedule shall be appropriate to the needs of both the City and County. The Parties agree that Ms. Bancroft's primary employment will remain as the City Finance Director. It is anticipated, but not required, that Ms. Bancroft will expend up to 20 hours as the Business Director in addition to her primary employment. However, the City and County agree that they will cooperate to ensure that the obligations and deadlines of each position are met with due consideration being given to Ms. Bancroft's wellbeing.
4. **Compensation.** As compensation for the services set out herein, the County shall pay the \$60,000 per year. On a quarterly basis, the County and City will settle the fund of the Business Director. An invoice will be sent to the County by the City for the services rendered by the Business Director for the City.
5. **Term.**
  - a. The MOU is effective January 12, 2021 or upon approval by the City Commission of Fort Scott, Kansas and the County Commission of Bourbon County, Kansas and signature by all parties, whichever is later. The term of the MOU will be through December 31, 2021.
  - b. This MOU may be renewed for additional terms by written agreement of the Parties.
6. **Termination.** This MOU expires at 11:59:59 PM on December 31, 2021 without any action of the Parties. The City or County may terminate this MOU at any other time, 1) by agreement of the parties, or, 2) by a party providing thirty (30) days written notice to the other contacts set out in paragraph 10. **Notice.**

In the event Ms. Bancroft is separated from City service, voluntarily or involuntarily, the parties agree to notify each other and move as soon as possible to make a final account of the compensation due the City under this agreement for the period between the last completed quarterly accounting and the date that Ms. Bancroft is separated from City service.

7. **Discrimination Prohibited.** In performing the services required hereunder all parties shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, sexual orientation, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter emended.
8. **Indemnity.** The City and County shall indemnify, release, defend, become responsible for and forever hold harmless the other, and their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all

lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person or property arising out of or results from any act, error, omission, or intentional act of either city, or their agents, employees, contractors, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein. By so agreeing, neither government entity is waiving sovereign immunity, if any, nor any part of, or defense available to it under, the Kansas Tort Claims Act.

9. **Authorization.** The persons signing and executing the MOU have been fully authorized to execute on their principal's behalf, this MOU by the Party they represent and to validly and legally bind their principal to all the terms, performances and provisions herein set forth.
10. **Notice.** Any notice required or permitted to be given to a party or parties under this MOU shall be sufficient if in writing and sent by certified mail, return receipt requested to each of the following:

**City:**

City of Fort Scott  
123 S. Main Street  
Fort Scott, Kansas 66701  
Attn.: City Manager

**County:**

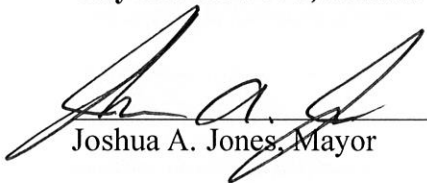
Bourbon County  
210 S National  
Fort Scott, Kansas 66701  
Attn: Justin B. Meeks, County Counselor

11. **Governing Law.** This MOU shall be subject to and governed by the laws of the State of Kansas as to all issues, including but not limited to the interpretation, validity, and effect of this MOU, without regard to the place of execution, place of performance or other consideration.
12. **Venue and Jurisdiction.** The District Court of Bourbon County, Kansas, shall have exclusive venue and jurisdiction over any dispute which arises under this MOU, and each of the Parties hereby submits and consents to the court's exercise of jurisdiction.
13. **Modification.** Any amendments or modifications to the MOU must be in writing signed by all parties.

14. **Invalid Provisions.** If any provision(s) of this MOU are deemed invalid or unenforceable, those invalid or unenforceable provisions shall not affect the other provisions and the MOU shall be construed as if the invalid or unenforceable provisions were omitted.
15. **Jointly Drafted.** The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against any party.
16. **Entire Understanding.** This MOU embodies the entire understanding of the Parties with respect to the subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written.
17. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant, or breach.
18. **Agreement Contractual.** The terms and provisions of this Agreement are contractual and not mere recitals.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed on this 14<sup>th</sup> day of January, 2021.

**City of Fort Scott, Kansas**

  
Joshua A. Jones, Mayor

**Bourbon County, Kansas**

  
Lynne Oharah, Chairman  
Bourbon County Commission

