

AGREEMENT FOR SERVICES
by and between:
SEDGWICK COUNTY, KANSAS
and
KANSAS GLOBAL TRADE SERVICES, INC.

This Agreement made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas (“County”) and Kansas Global Trade Services, Inc., a Kansas corporation (“Kansas Global”).

Witnesseth:

WHEREAS, under the leadership of Kansas Global, the Brookings Global Cities Initiative has resulted in the development of a strategy (“the South Central Regional Export Plan”) to expand the use of foreign markets by businesses located in south-central Kansas; and

WHEREAS, implementation of the strategy is to be guided by Kansas Global; and

WHEREAS, Kansas Global requires funding to successfully implement the strategy; and

WHEREAS, County desires to aid in Kansas Global’s implementation of the strategy by providing monetary support.

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

1. Purpose. The Wichita region of south central Kansas, which includes Butler, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Sedgwick and Sumner Counties, was selected to participate in the Brookings Global Cities Initiative. The Initiative has, with technical assistance provided by several entities, including the Brookings team, JP Morgan Chase and the U.S. International Trade Administration, produced a data-driven Regional Export Plan. The plan, attached hereto as Exhibit A and incorporated as if fully set forth herein, is to be implemented over a five (5) year period under the direction of Kansas Global.

The purpose of this Agreement is to document County’s payment of \$40,000 to support implementation of the South Central Kansas Regional Export Plan.

2. Term. The term of this Agreement shall be for one (1) year, commencing September 1, 2016, and ending August 31, 2017.

3. Conditions. This Agreement is subject to Kansas Global remaining engaged as the implementation manager for Regional Export Plan. County’s payment of \$40,000 shall be delivered to Kansas Global within fifteen (15) days of execution of this Agreement.

4. Reports. Kansas Global will provide written quarterly status reports to the Board of Sedgwick County Commissioners and will also provide an Annual Report to the public.

5. Incorporation of Documents. Attachment A (South Central Kansas Regional Export Plan) and Exhibit B (Sedgwick County Mandatory Contractual Provisions Attachment) are attached hereto and are made a part hereof as if fully set forth herein.

6. Hold Harmless. To the extent permitted by Kansas law and without waiving any applicable immunities or defenses, Kansas Global and County shall defend, indemnify and hold harmless one another and their elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of Kansas Global or County in connection with Kansas Global's performance of this Agreement or any other agreements between Kansas Global and the County entered into by reason of this Agreement. To the extent permitted by Kansas law and without waiving any applicable immunities or defenses, Kansas Global and County shall defend, indemnify and hold harmless one another and their elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Kansas Global or County, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees.

7. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Kansas Global, or in the event of any proceedings by or against Kansas Global in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, terminate this Agreement with thirty (30) days written notice to Kansas Global. In the event of termination under circumstances set forth under this Article, County shall be entitled to procure the Services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Kansas Global shall be liable to pay to County any excess cost or other damages caused by Kansas Global as a result thereof.

B. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other stating the effective date of the termination. Upon receipt of such termination notice, Kansas Global shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. County shall allow full credit to Kansas Global for the share of the non-cancelable obligations properly incurred by Kansas Global prior to receipt of notice of termination. Kansas Global shall be paid for work satisfactorily completed, so long as all provisions contained herein have been met.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8. 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 Department Finance
Attn: Chris Chronis, Chief Financial Officer

525 N. Main, Suite 823
Wichita, Kansas 67203

and
Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Kansas Global: Kansas Global
Attn: Contract Notification
800 East 1st Street, Ste. 200
Wichita, Kansas 67202

9. Contractual Relationship. It is agreed that the legal relationship between Kansas Global and County is of a contractual nature. Both parties assert and believe that Kansas Global is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Kansas Global is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Kansas Global, or employees of Kansas Global, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Kansas Global, or employees of Kansas Global, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Kansas Global.

10. Authority to Contract. Kansas Global assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Kansas Global's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Kansas Global to act in connection with the application and to provide such additional information as may be required.

11. 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.

12. 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.

13. 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.

14. Subcontracting. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

15. 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.

16. 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 County shall not constitute a waiver.

17. Force Majeure. Kansas Global shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Kansas Global. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Kansas Global employees, and freight embargoes.

18. Nondiscrimination and Workplace Safety. Kansas Global agrees 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.

19. Retention of Records. Unless otherwise specified in this Agreement, Kansas Global agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

20. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Kansas Global shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

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

SEDGWICK COUNTY, KANSAS

KANSAS GLOBAL TRADE
SERVICES, INC.

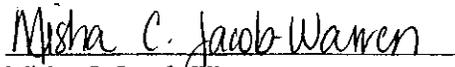
James M. Howell, Chairman
Commissioner, Fifth District



Karyn Page
President/CEO

APPROVED AS TO FORM ONLY:

ATTESTED TO:



Misha C. Jacob-Warren
Assistant County Counselor

Kelly B. Arnold
County Clerk

Exhibit A

Performance Metrics: South central Kansas regional export plan

Goal:

Nurture an intentional export economy in the Wichita region that accelerates job growth, diversifies exports and improves global competitiveness and fluency.

Key Findings:

1. Wichita and south central Kansas are export dependent, but not highly globally oriented.
2. The Wichita economy is vulnerable to the volatility of aviation exports.
3. Ninety percent of the exports in the region are goods, and aviation is dominant.
4. Many current exporting companies are passive in their decision to export and in their selection of export markets.
5. Most exporting companies don't use export assistance because they are not aware it is available.

Objectives:

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30 percent in five years and of services exports by 15 percent in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year, and introducing exporting as a growth strategy to 100 companies in five years.

Budget:

To fully implement the export plan an annual operations budget of \$329,300 in year 1 (subsequent years = \$320,200). The Global Air Capital program requires annual funding of \$850,000. A minimum in-kind budget of \$78,000 must also be committed for full implementation. For maximum export expansion impact, a grant program of \$152,500 with 100 percent company match (\$300,000 grant program) should be funded. Details in the attached implementation work tables.

