

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (hereinafter referred to as "this Agreement") is entered into this 16th day of *May*, 2013, but effective January 1, 2013 (the "effective date"), by and between Sedgwick County, Kansas ("County"), and Mid America Minority Supplier Development Council, Inc., a Kansas not-for-profit corporation ("Contractor").

WITNESSETH:

WHEREAS, County wishes to make available certain Economic Development Services to improve economic viability and opportunities for minority-owned businesses within Sedgwick County, Kansas;

WHEREAS, Contractor is a nonprofit organization created in Wichita, Kansas. Its mission is to promote and enhance minority and women-owned businesses in Wichita and Sedgwick County by increasing business opportunities and access to mainstream markets. One of its primary goals is to encourage purchasing from minority firms and improve opportunities for minority-owned businesses within Wichita and Sedgwick County;

WHEREAS, Contractor warrants that it is capable of providing the Economic Development Services described in Exhibit A, referenced herein; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which County will compensate Contractor for its provision of these Economic Development Services.

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

1. **Purpose.** Contractor agrees to provide the Economic Development Services described in Exhibit A, attached hereto and incorporated herein by reference. County agrees to pay operating costs of this program in an amount not to exceed that which is set forth in Paragraph 3, Compensation, below.
2. **Term.** The services of Contractor shall commence on the effective date, January 1, 2013, and shall continue under this Agreement until completion, December 31, 2013.
3. **Compensation.** In return for the services to be provided by Contractor, the County will pay \$10,000.00 in two equal installments of \$5,000.00 following receipt of invoices from Contractor. The first installment shall be due not earlier than July 1, 2013, and the second and final installment shall be due not earlier than December 1, 2013.
4. **Budget and Cash Basis Laws.** The right of the County 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 other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County 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.
5. **Relationship of Parties.** Contractor and County agree that Contractor shall render professional services under this Agreement as an independent contractor and not as an officer, agent or employee of County. As an independent contractor, Contractor and its employees shall not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor or its employees be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding social security, federal or state income tax, or unemployment compensation from payments made by County to Contractor.

6. **Indemnification Agreement.** Contractor hereby expressly agrees and covenants that it will hold and save harmless and indemnify the County, its officers, agents, servants and employees from all losses, costs, damages, expenses, claims, and liabilities (including attorney fees) of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of the Contractor to the extent allowed by law.

7. **Authority to Contract.** Contractor represents and warrants that 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 Contractor'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 Contractor to act in connection with the application and to provide such additional information as may be required.

8. **Reports and Information.** Each calendar quarter during the term of this Agreement, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this Agreement. All reports, information, data and other related materials prepared or assembled by Contractor under this Agreement are confidential, except to the extent disclosure may be required by the Kansas Open Records Act.

9. **Availability of Records.** Contractor agrees to make available to County any and all of its records, books, papers, documents and data that pertain to matters supported by funding received by County pursuant to this Agreement, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the term of this Agreement, and for a one year period following final payment under the terms of this Agreement.

10. **Handicapped Accessibility.** Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. **Discrimination.** Contractor agrees to comply with the following provisions during its performance under this Agreement:

a. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this Agreement because of age, race, religion, color, sex, disability, national origin, or ancestry.

b. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

c. If Contractor fails to comply with the manner in which it reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by County.

d. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part by County.

e. Contractor shall include the provisions of Paragraphs "a" through "d" of this section in every subcontract or purchase order so that such provisions shall be binding upon such vendor.

12. **Prohibition of Conflicts of Interest.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of County, any member of its governing body or any other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the requirements of this Agreement

13. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

14. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

15. **Incorporation of Exhibit.** Exhibit A (Economic Development Services, Goals and Objectives) is hereby incorporated by reference as though fully set forth herein.

16. **Assignment.** The rights and obligations of Contractor hereunder shall not be assigned to any other entity without the prior written approval of County.

17. **Termination of Agreement.**

a. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination, specifying the effective date thereof. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this Agreement by Contractor.

b. Termination of Agreement on Other Grounds. This Agreement may be terminated in whole or in part by either party upon 30 days written notice, stating the reason(s) for the termination and the effective date of the termination. When this Agreement is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible.

18. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be complete upon mailing.

County: Sherdeill Breathett
Economic Development
Coordinator 350 West Douglas
Wichita, KS 67202
Phone: (316) 268-1139

Contractor: MidAmerica Minority Supplier Development Council
Attn: Donna Wright, Vice President
200 East 1st Street, Suite 303
Wichita, KS 67202
Phone: (316) 303-1703

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

ATTEST:


BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

KELLY B. ARNOLD, County Clerk

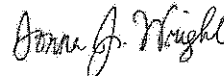
JAMES B. SKELTON, Chairman
Commissioner, Fifth District

Approved as to Form:

MID-AMERICA MINORITY SUPPLIER
DEVELOPMENT COUNCIL



JENNIFER MAGANA
Assistant County Counselor
Sedgwick County, Kansas



DONNA WRIGHT, Vice President

EXHIBIT A
ECONOMIC DEVELOPMENT SERVICES
Conditions, Goals and Objectives

The parties agree to the following additional terms of this Agreement:

A. GENERAL CONDITIONS. It is mutually understood by both parties that the purpose of this contract is to pay for staff salaries, insurance, taxes, office utilities, and other operating expenses associated with providing consultations, seminars and other services to local small businesses to help develop and grow these businesses.

B. GOALS AND OBJECTIVES

1. Provide Buyer/Supplier Forums and Corporate Roundtables that result in measurable bidding opportunities for women or minority business enterprises.
2. Monitor subcontracting activities of certified minority business enterprises ("MBEs") and report dollars awarded yearly.
3. Increase the current number of certified Minority Business Enterprise affiliate companies by 15.
4. Provide monthly Certification Orientation and Training for small business owners.
5. Provide assistance in the development of supplier diversity programs to corporate membership.
6. Provide assistance to public and private sectors in the creation of supplier diversity goals.
7. Maintain an office and staffing in Sedgwick County appropriate to accomplishing the identified objectives.
8. Provide vendor base management services to Sedgwick County Purchasing department.
9. Provide introduction to Supplier Diversity Training to SG County Purchasing employees.
10. Work with SG County Economic Development Developer to obtain opportunities within SG County for subcontracting opportunities.