

SEDGWICK COUNTY – CITY OF WICHITA TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of July, 2015, by and between the CITY OF WICHITA, KANSAS, hereinafter referred to as "City," and SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County."

WHEREAS, County has requested that Southwest Airlines ("Southwest") operate daily round-trip flight service subject to the terms and conditions hereinafter set forth; and

WHEREAS, Southwest has entered an agreement with County to operate flight service upon the terms and conditions hereinafter set forth (attached hereto and made a part hereof as Appendix A); and

WHEREAS, County has submitted a request to City for joint funding of said flight service; and

WHEREAS, City finds that maintaining competitive airfares for this community will benefit both residents and businesses of Wichita and provide an economic benefit to all citizens; and

WHEREAS, the purpose of this agreement is to state the terms and conditions under which City will provide said funding.

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

1. SERVICE(S). County will fulfill its obligations as set forth in Appendix A (the "Southwest Transportation Services Agreement"), and in doing so will fully enforce Southwest's contractual obligations to County at no cost to the City. County will in turn provide City copies of or access to all documents and information received by County relating to Southwest pursuant to the Southwest Funding Agreement.

2. STATUS OF COUNTY. County and City agree that service(s) rendered under this agreement are rendered by County as a self-governing entity, and not as an officer, agency, agent or employee of City. City supplies funding to County under this agreement as a secondary source of funding to support the service(s) described in Paragraph One (1) above, because of the benefit of the service(s) to residents of Wichita.

3. TERM. The term of this agreement shall commence July 1, 2015 and shall terminate on June 30, 2016.

4. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty days written notice to the other party, stating the reasons for the termination and the effective date of the termination. Whether this contract is canceled by City or County, County shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by County.

5. COMPENSATION. In consideration for the service(s) described in Paragraph 1 above, provided by County for residents of Wichita, City shall cause payment to be made to County in the amount of \$875,000.00 within 15 days of execution of this Agreement. Payment shall be made to County only for service(s) described in Paragraph 1 of this agreement.

The City's payment obligation hereunder is expressly contingent upon the County's full performance of its payment obligations under the Southwest Transportation Services Agreement. The City's payment obligation shall in no event exceed the sum of \$875,000.00, and to the extent that a lesser aggregate sum is due under the Southwest Transportation Services Agreement due to decreased required subsidy, then the County shall promptly repay the unused portion of funding to the City and the City shall be deemed to have fully performed its obligations hereunder.

6. FUNDING PURPOSE. County shall apply all compensation received from City toward no purpose other than to fulfill County's obligation to Southwest as set forth in Appendix A "Southwest Transportation Services Agreement".

7. CASH BASIS AND BUDGET LAWS. The right of the City 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 City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City 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, or if mill levy funds generated are less than anticipated.

8. MONTHLY REPORTS. Upon request, County shall furnish to City copies of the reconciled block hour reports it receives from Southwest.

9. INTEREST OF PUBLIC OFFICIALS AND OTHERS. No officer or employee of City, 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 or 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, other than the Wichita Airport Authority, in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

10. TRANSFER OR MODIFICATION. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

11. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Kansas.

12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. County shall comply with all applicable local, state and federal laws, and regulations, and applicable service standards, in carrying out this agreement, regardless of whether those legal requirements are specifically referenced in this agreement. Equal Opportunity and Affirmative Action: In carrying out this contract, County shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

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

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

C. If County fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by City.

D. If County 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, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by City.

E. County shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the City cumulatively total \$5,000.00 or less during the fiscal year of the City pursuant to K.S.A. 44-1031(c).

13. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto.

14. INCORPORATION OF APPENDICES. APPENDIX A - "Southwest Transportation Services Agreement" is attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

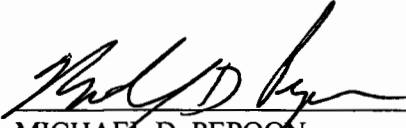
BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

RICHARD RANZAU, Chairman
Fourth District

APPROVED AS TO FORM:



MICHAEL D. PEPOON
Acting County Counselor

CITY OF WICHITA, KANSAS

KAREN SUBLETT, City Clerk

JEFF LONGWELL, Mayor

JENNIFER MAGAÑA, City Attorney and
Director of Law

APPENDIX A – SOUTHWEST TRANSPORTATION SERVICES AGREEMENT