

**AGREEMENT
RELATING TO THE LAW ENFORCEMENT TRAINING CENTER
by and between:**

**SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS
and
WICHITA STATE INNOVATION ALLIANCE, INC.**

This Agreement relating to the Law Enforcement Training Facility made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas ("County"), the City of Wichita, Kansas ("City") and the Wichita State Innovation Alliance, Inc. ("WSIA").

WITNESSETH:

WHEREAS, Wichita State University ("WSU") owns approximately one hundred twenty (120) acres of land west of Oliver Avenue between 17th Street and 21st Street in Wichita, Sedgwick County, Kansas; and

WHEREAS, a plan is in place to develop said land as a mixed-use master development with plans for, among others, the WSU business school, innovation center, student community center, experiential engineering building, residential facilities, hotel, mixed-use building and buildings for businesses in partnership with WSIA. Such development is commonly known as the Wichita State Innovation Campus ("Innovation Campus"); and

WHEREAS, WSU has and/or will lease all or portions of the Innovation Campus to WSIA for such development; and

WHEREAS, pursuant to a Letter of Intent entered into between County, City and WSU on June 8, 2016, WSIA, through a ground lease from WSU, has agreed to sublease a portion of the Innovation Campus to MWCB, Inc., a developer, for the purpose of construction of a Law Enforcement Training Center ("LETC") for a period of 99 years; and

WHEREAS, pursuant to said Letter of Intent, MWCB, Inc. has agreed to construct the LETC, and to own said LETC during the entirety of its construction; and

WHEREAS, pursuant to said Letter of Intent, County and City have agreed to jointly purchase the LETC as a turnkey facility upon its full completion; and

WHEREAS, pursuant to said Letter of Intent, County and City have agreed that, upon such joint purchase of the LETC, they will assume the ground sublease granted from MWCB, Inc.; and

NOW, THEREFORE, in consideration of the above promises and the parties' fulfillment of the lease, construction, purchase, operation and maintenance of the LETC as hereinafter set forth, it is hereby agreed by and between the parties:

1. Wichita State Innovation Alliance Obligations. In return for County and City's purchase of the LETC, WSIA, or, in the event that WSIA ceases to exist, WSU, agrees to:

(a) Construct and maintain approximately 200-250 parking spaces that will be solely dedicated to the LETC; and

(b) Allow City and County employees that access the LETC full utilization of all other WSU facilities including, but not limited to the Rhatigan Student Center and the Heskett Center, both during and after construction of the LETC; and

(c) Pay for all operating and maintenance expenses beginning upon City's and County's receipt of the Certificate of Occupancy and continuing through the end of the fifth (5th) year of operations. For purposes of this Agreement, "operating and maintenance expenses" shall mean all expenses, costs and amounts of every kind and nature, as determined in accordance with generally accepted accounting principles, that City, County or WSIA and/or WSU accrues during their respective occupancy of the LETC building during the timeframe set forth above including, without limitation, the following:

1. All supplies and materials used in operation, repair and maintenance of the LETC;
2. Cost of all utilities, including surcharges, for the LETC, which shall include:
 - a. Natural gas
 - b. Electricity
 - c. Water
 - d. Garbage removal
 - e. Sewer
 - f. Exterior maintenance
 - g. Lawn care and landscaping
 - h. Snow removal
 - i. Irrigation
 - j. Fire
 - k. Management fees
3. Cost of all maintenance and service agreements for the LETC and the equipment thereon;
4. Cost of repairs and general maintenance; and
5. Cost of any additional services not provided to the LETC at the time City and County receive the Certificate of Occupancy but thereafter provided by City and County in their management of the LETC.

(d) **Obligations of WSIA, County and City.** City, County and WSIA, or, in the event that WSIA ceases to exist, WSU agree to be responsible for the following:

1. Their pro-rata usage share of operating and maintenance expenses upon expiration of the fifth year following Certificate of Occupancy. All charges for operating and maintenance expenses shall be paid by WSU in a timely manner as they may come due during any term during which City and County own the LETC. Operating and maintenance expenses shall not include insurance, taxes or building security.
2. All expenses associated with technology including, but not limited to, internet connectivity and telephone, will be the responsibility of the individual party without expectation of reimbursement from any other. Notwithstanding the foregoing, WSIA, or, if WSIA ceases to exist, WSU, agrees to provide access to the broadband service provided to the Innovation Campus as a whole, which includes a 100-Gbps backbone.

2. **Assignment of Ground Sublease.** Upon full completion of the LETC and contingent upon the purchase by County and City thereof, WSIA agrees to accept the assignment of the corresponding ground sublease from MWCB, Inc. to County and City, as joint tenants. WSIA agrees that, at the time of assignment to the City and County, it will make any amendments and/or addendums to the ground sublease as is necessary given the tax-exempt status of City and County and to capture the obligations of the parties with regard to the operating and maintenance expenses as set forth in this agreement.

3. **Assumption of Ground Sublease.** Upon full completion of the LETC and contingent upon their purchase thereof, County and City agree to assume the corresponding ground sublease.

4. **Term.** This Agreement shall commence upon the last date ascribed above and shall remain in effect until and through the expiration or termination of the ground lease.

5. **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
Attn: County Manager
Sedgwick County Courthouse
525 N. Main, Suite 343
Wichita, Kansas 67203

with a copy to

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

City: City of Wichita
Attn: City Manager
455 N. Main, 13th Floor
Wichita, Kansas 67202

with a copy to:

City of Wichita Law Department
Attn: Contract Notification
455 N. Main, 13th Floor
Wichita, Kansas 67202

WSU: President
Wichita State University
Attn: General Counsel
1845 Fairmount
Wichita, Kansas 67260-0205

with a copy to:

Wichita State University
Attn: General Counsel

1845 Fairmount
Wichita, Kansas 67260-0205

WSIA:

President
Wichita State Innovation Alliance
1845 Fairmount
Wichita, Kansas 67260-0150

with a copy to:

Wichita State University
Attn: General Counsel
1845 Fairmount
Wichita, Kansas 67260-0205

6. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by all parties with regard to the obligations set forth herein. 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.

7. **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 others. Any attempted assignment without such consent shall be null and void.

8. **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 others. Any attempted amendment without such consent shall be null and void.

9. **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.

10. **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.

11. **Force Majeure.** No party hereto shall be held liable if the failure to perform under this Agreement arises out of causes beyond the control of said party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by the party's employees, and freight embargoes.

[Remainder of this page intentionally left blank.]

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

SEDGWICK COUNTY, KANSAS:

CITY OF WICHITA, KANSAS

James M. Howell, Chairman
Commissioner, Fifth District

Jeff Longwell
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:



Eric Yost
County Counselor

Jennifer Magana
City Attorney and Director of Law

ATTESTED TO:

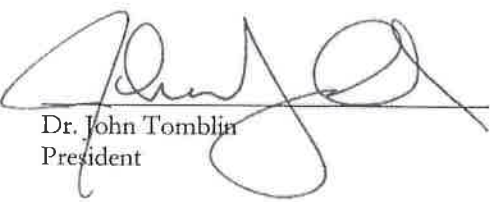
ATTESTED TO:

Kelly B. Arnold
County Clerk

Karen Sublett
City Clerk

WICHITA STATE INNOVATION ALLIANCE, INC.

WICHITA STATE UNIVERSITY




Dr. John Tomblin
President



Dr. John Bardo
President

APPROVED AS TO FORM ONLY:



David Moses
General Counsel